



JACKSON COUNTY LIBRARY DISTRICT (JCLD)
BOARD MEETING AGENDA
Large Meeting Room, Medford Branch Library
205 S Central Ave, Medford, OR
Dial 1-669-900-6833 to attend by phone
Enter Meeting ID (access code): 965 9527 6734
Or, click the link below to attend using Zoom:
<https://zoom.us/j/96595276734>
June 21, 2023, at 4:00 p.m.

CALL TO ORDER/ROLL CALL

LAND ACKNOWLEDGEMENT

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 2023-2024 BUDGET

ADOPTION OF FISCAL YEAR 2023-2024 BUDGET AND APPROPRIATIONS (Action)

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NEW BUSINESS (Inform/Discuss/Action)

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The Jackson County Library District Board meets regularly at 4:00 p.m. on the third Wednesday of every month at the Medford Library in the Board Conference 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 Val Nowak at 541-774-6406 or vnowak@jcls.org.

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

15. Officer Elections (inform/discuss) – Eric Dziura
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If needed, the Board may enter an Executive Session pursuant to ORS 192.660(2)(f): *To consider information or records that are exempt by law from public inspection.*

COMMITTEE AND BOARD MEMBER REPORTS (Inform)

FUTURE MEETINGS/EVENTS/OBSERVANCES:
JCLD Regular Board Meeting - July 19, 2023
Board Annual Retreat July 22, 9:00 am – 4:00 pm, Eagle Point Library



JACKSON COUNTY LIBRARY DISTRICT (JCLD)
BUDGET COMMITTEE MEETING
Medford Branch Library
Board Conference Room
205 S Central Ave, Medford, OR
May 3, 2023, 4:00 p.m.

MINUTES

ATTENDEES

Present at the meeting were: Board Members Eric Dziura (President), Viki Brown (Vice President), Susan Kiefer, Marissa Barrientos Shepherd, and Kim Young.

Budget Committee Members Echo Fields, Kevin Keating, and Arti Kirch

Additional attendees: Kari May (Library Director), Kelda Vath (Assistant Director, Support Services), Brynn Fogerty (HR Manager), Brittany Brite (Finance Manager), Kate Lundquist (JCLF Administrative Assistant)

CALL TO ORDER/ROLL CALL

President Dziura called the meeting to order at 4:04 p.m. Roll call was taken, and the Land Acknowledgement read. Dziura noted that a quorum was present.

AGENDA APPROVAL

MOTION: Director Dziura moved to approve the agenda for the meeting. Director Kiefer seconded, and the motion was approved unanimously.

APPOINTMENT OF CHAIRPERSON President Dziura moved to nominate himself as chairperson for the meeting. Director Kiefer seconded, and the motion was approved unanimously.

BUDGET

Finance Manager Brittany Brite presented an overview of the budget process. Director May then presented an overview of the 2022-2023 Fiscal Year and highlighted key accomplishments that the Library has achieved – most notably the systemwide increase in hours. She presented highlights of usage statistics for the year and ended by presenting a review of the foundational goals of the adopted 2022-2026 Strategic Plan and an explanation of how the proposed budget goals and priorities will align with these areas.

Beyond extended branch hours, the focus on extended access in the community includes a book locker project to provide 24-hour access to rural branches with high commuter populations. As part of the priority to energize library services and resources to engage the community more fully, an internal task force is readying themselves for a thorough collection audit, to ensure that the collection reflects the community's diversity. The audit is not focused on weeding, but instead on identifying areas of gaps to recommend future purchases to ensure a fuller collection to serve community interest and needs.

An assessment of current programs towards extending access and engaging the community is also underway, specifically to find opportunities for community partnerships with an eye towards access for areas of high need as outlined in the strategic plan. The District is also doing a thorough review of accessibility of its branches in terms of physical accessibility including accessible workstation and computers, as well as an ADA focused audit for the website and online service access points.

Brite presented detailed data regarding revenue and expense projections for FY2023-2024. The revenue projection is that assessed value will increase by approximately 4%, which is based on data provided by the County. Current operating revenue as projected is \$12,890,962. Brite stated that the property tax collection

rate is expected 94%. The remaining \$585,000 expected revenue is from prior year property tax income; interest earned; funds raised from the Foundation, Friends groups, and other grant sources; and copy and printing service fees.

Current operating expenses are \$15,705,250, excluding Capital Outlay and Contingency costs. The largest spending category is Personnel at \$9,893,800, which includes the 5% COLA increase that was approved by the JCLD Board in April, as well as a suggested 3%, 2-step increase for all staff hired prior to March 31, 2023. It was noted that the District is recommending adding three new positions in FY2023 totaling 2.75 FTE.

Materials and services are projected at \$5,311,450. That cost includes the annual operating costs and several one-time expenses including installation of outdoor book lockers at two rural sites, and enhancements of outdoor spaces at Shady Cove and Phoenix branches. This expense includes contracts with the County for services, Pathways for custodial services, utilities, and security services. Library materials costs represent roughly 10% of the total operating expenses, or about \$1.5 million. These are comprised of \$1 million for physical materials, and roughly \$500,000 for digital resources and database subscriptions.

The Committee then discussed the suggested wage increase and the total compensation package for District staff. HR Director Brynn Fogerty provided the Committee with data regarding comparable institutions and JCLS retention rates. Following discussion, the Committee agreed that they would approve a 1.5% increase (one step), which would save approximately \$150,000.

Budget Committee members briefly discussed the recent addition of a temporary security contract and its proposed continuance. The security team is onsite to respond to and de-escalate situations, intervene in the case of illegal activity, and to assist library staff in enforcing Code of Conduct rules for all patrons. The funds for the security team at the Medford branch is drawn from the broad fund category of Materials and Services, which is currently under budget. It was noted that the security line item in the FY24 budget is estimated because a contract has not been finalized.

The question was raised if the District needs to go out to bid for custodial services. May noted that the current custodial contractor is part of the Oregon Forward program which makes them a preferred provider, and thus that contractor has the right to claim priority for contracts. May will investigate the statutory requirements of the Oregon Forward program on the contracting and procurement process.

Director May updated the committee on the MOU with the Jackson County Library Foundation. The terms for that MOU are changing to adjust the split of the operating costs of the Foundation which are shared between the Foundation and the District. The projected operating costs for the Foundation for FY24 total \$150,000, and the recommended cost split is 80% by the District and 20% by the Foundation.

Brite presented projects covered under Capital Outlay, which is budgeted at about \$150,000 for FY24. Capital outlay and capital projects are categorized separately: capital outlay are one-time costs that do not need to factor in depreciation. Capital Outlay funds for FY24 are budgeted for ADA accessibility updates, the book locker project, and furniture replacements where needed.

In the Capital Improvement Fund, projects include carpet replacement at Central Point branch, Eagle Point HVAC replacement, outdoor enhancements at Phoenix and Shady Cove branches, and the beginning of changing Medford interior lighting to efficient LEDs. Library Director May clarified that the full \$2 million in the budget for all capital outlay in the capital improvement budget area has a built-in buffer in case of emergent facilities needs, such as a boiler breaking and needing to be replaced.

Brite explained that the miscellaneous grants funds tracks revenues received through grants, from the Jackson County Library Foundation, and from the Friends groups. Within the miscellaneous grants fund, expenditures will include Rogue Reads, Summer Reading Program, general programming support, updating outdoor spaces at various branches, and other projects as requested or needed. The Ready to Read grant awarded by the state every year will be used for children's programs and spaces. Future grant opportunities will be applied for by the library and library foundation to support special projects.

For FY24, the Library District recommends keeping the tax levy at the current \$0.52 per \$1,000 of assessed property value. Brite then reviewed the 5-year forecast based on that proposal, noting that based on current expenses, at the current tax levy rate, by FY 24-25, the ending balance of \$3 million is below the end of year reserves (4 months of expenses) as defined by policy. For FY 25-26 and beyond, the District will need to look at options to increase the tax levy amount, or otherwise make adjustments to the budget to address the projected shortfall presented today. The District is authorized to collect up to \$0.60 per \$1,000 of assessed property value, which leaves some room to increase the tax levy amount from the currently collected amount of \$0.52.

It was noted that the District and tax levy supported funds in the county benefit from stable property taxes historically and currently, and that property values in the region overall have been steadily increasing for well over a decade or more. That has meant that since the Jackson County Library District was created nine years ago, there has not been a need to raise the levied amount beyond the initial \$0.52.

The Committee agreed that holding off on an increase for as long as possible might be the best option for showing due diligence and good stewardship of taxpayer dollars. Waiting to increase the tax levy until next year or later would be a good option to both give the library the funds it needs in a timely manner and prepare the public so that they feel informed and understand the need behind the increase.

President Dziura asked if the committee was ready to vote on the budget as suggested or would prefer to schedule a second meeting. The Committee agreed to vote.

Motion: President Dziura moved that the Jackson County Library District Budget Committee approve the 2023-24 Budget modified to include a 1.5% increase for personnel. Director Shepherd Marissa seconded the motion. The motion was passed, with members Dziura, Shepherd, Brown, Kiefer, Young, Keating, and Kirch voting yes, and member Fields abstaining from the vote.

Motion: Dziura moved that the Jackson County Library District Budget Committee approve the permanent tax rate levy of \$0.52 per \$1,000 for the general funding of the Library District in Jackson County. Member Fields seconded, and the motion was passed by unanimous vote.

President Dziura thanked the committee and staff in attendance for participation in the discussion at the meeting. The next meeting will be held Wednesday, June 21, at 4:00PM to adopt the new budget after the public hearing.

The meeting was adjourned at 6:12pm.

/s/

Recording Secretary

Kate Lundquist, Administrative Assistant for the Jackson County Library Foundation



MINUTES

ATTENDEES

Present at the meeting were: Board Members Eric Dziura (President), Viki Brown (Vice President), Susan Kiefer, Marissa Barrientos Shepherd, and Kim Young.

Additional attendees: Kari May (Library Director), Jennifer Schoorl

CALL TO ORDER/ROLL CALL

President Dziura called the meeting to order at 3:03 p.m. Roll call was taken.

HR Answers Evaluation Training

HR Answers consultant Jennifer Schoorl presented to the board about how to deliver performance evaluations. Her presentation highlighted why performance appraisals are conducted, preparing for an appraisal, providing feedback in the evaluation, and the overall steps to take to conduct an effective evaluation. Schoorl pointed out the importance of tracking performance throughout the year and avoiding the “recent event effect” and encouraged board members to find a way to note significant moments as they happen by creating some sort of personnel file. She reviewed the type of language to use in the formal evaluation and common pitfalls to avoid.

Schoorl is leading the evaluation process for the Board’s evaluation of Library Director Kari May, which will be complete by the end of June.

ADJOURN

President Dziura adjourned the meeting at 3:45 p.m.

/s/ Kari May

Recording Secretary



MINUTES

ATTENDEES

Present at the meeting were: Board Members Eric Dziura (President), Viki Brown (Vice President), Susan Kiefer, Marissa Barrientos Shepherd, and Kim Young.

Additional attendees: Kari May (Library Director), Kelda Vath (Assistant Director, Support Services), Brynn Fogerty (HR Manager), Ginny Auer (Foundation Executive Director), Brittany Brite (Finance Manager), Jacquelyn Bunick (Legal Counsel), and Val Nowak (Executive Assistant)

CALL TO ORDER/ROLL CALL

President Dziura called the meeting to order at 4:01 p.m. Roll call was taken, and the Land Acknowledgement read.

INTRODUCTIONS / PROCLAMATIONS

President Dziura congratulated Director Kiefer on being re-elected to the Board, and extended congratulations to Director Shepherd and Kevin Keating, who were newly elected.

CONSENT AGENDA

MOTION: Director Shepherd asked to add comments. Director Dziura offered to include them during the Board Member Reports at the end of the meeting. Director Kiefer moved to approve the agenda as amended, Young seconded, and the motion was approved unanimously. Dziura moved to approve the consent agenda item. Director Brown seconded, and the motion was approved unanimously.

ORAL REQUESTS AND COMMUNICATIONS FROM AUDIENCE

Public comment was given by three community members and consisted of support for the water feature located on Central Avenue, and concerns regarding the reappointment of security services in the library.

REPORTS

Library Director

Director May introduced Bear Creek Area Manager Kristen Anderson, who presented some of the ways that library services have adapted to the Ashland Library HVAC project. Staff have been creative with programming, and have shown great success. Outreach has taken place at SOU, the YMCA, and the Rogue Valley Grower's Market. Teen events took place in Talent and Phoenix, and Children's held programs in local parks. Many of these events have been so successful, they are going to look into offering them regularly.

Director May then shared highlights from the OLA conference, and the Libros for Oregon. Many branches held ribbon-cutting ceremonies to celebrate expanded hours. She then noted a correction to the report that the Facilities Master Plan had not been issued yet.

Director Dziura thanked the presenters for all that they had done to keep a high standard of library services in the midst of a building closure. Director Brown thanked the social services team for expanding services to additional branches.

Financial Report

Finance Manager Brittany Brite shared an overview of the end-of-year finances. Overall, things are on track and looking good. An increase in the Capital Improvement Fund is due to the HVAC project.

Statistics Report

Assistant Director of Support Services Kelda Vath shared some initial data regarding library use before and after the hours expansion project. Every branch has seen an increase in library visits, cards issued, and item circulation since hours were expanded on April 10.

UNFINISHED BUSINESS

Annual JCLD Board Retreat

Director Dziura asked the Board if they would like to hire an outside facilitator for the upcoming Board Retreat, which will be held at the Eagle Point Library on one of the Saturdays in July. An email will be sent to Board Members to inquire their availability, and a presenter will be chosen once a date has been finalized.

Director's Evaluation Process and Timeline

Director Dziura summarized that the timeline is yet to be finalized, but that the Board will be kept informed.

Security Update

Director May shared that an RFP will be issued for the long-term contract, and that the current contract with Northwest Security has been extended until the end of the current fiscal year. Director Dziura asked regarding how many security staff members are necessary. Assistant Director of Public Services Joan Vigil replied that most security guards require two people to a shift to provide backup if needed. Director Young inquired how incident reports are submitted. Currently, Northwest Security has a different process, but all incident reports are submitted to Library Administration.

Director May reached out to Police Chief Ivens to see how his perspective of the increased security is. He said that he had no comment, but that in general, no news is good news. Regarding the Rules of Conduct Policy, recommended revisions will be sent to the Policy Committee later this week, and it is planned that the final policies will be brought to the Board in June.

Director Young asked that the number of incidents reported to Medford Police be reported on regularly. While this data belongs to the Medford Police, it will be requested moving forward.

Director Kiefer asked if services to the unhoused have been reduced. Services have been adjusted, with a focus more on making referrals rather than to providing services directly. The Morning Hours program has shifted from once a week to once every two weeks.

COMMITTEE AND BOARD MEMBER REPORTS

Relationship Committee

A summary of the committee's last meeting may be found in the board packet.

Director Shepherd summarized comments that had been made to her regarding LGBTQ books on display, and that the commenters did not want to bring their children into the library. She also questioned the partnership between the Library and the Stabbin Wagon organization, which provides needle exchange programs. Director May noted that there was no association between the Stabbin Wagon and the Library, especially regarding meetings held in Library spaces. Library displays are usually up for four weeks.

ADJOURN

President Dziura adjourned the meeting at 5:23p.m.

/s/ Val Nowak

Recording Secretary



**JCLD Board Meeting
Item Memo**

Consent Agenda

June 21, 2023

Title: Southern Oregon Historical Society Contract

From: Director Kari May

Recommendation:

The Library Director recommends approval of the attached one-year contract amendment with SOHS.

Budget Impacts

\$30,000, which was included in the FY23/24 budget.

Policies, Plans, and Goals Supported:

This contract supports the continued free and open access to SOHS archives by Jackson County residents with full-service library cards.

Background and Additional Information:

With the successful relationship over the past year, both parties wish to extend the duration of this contract for another year, as provided for in the original contract.

Attachments:

SOHS 2021 Agreement

Extension and Amendment of contract between JCLD and SOHS



This Agreement is effective January 1, 2022, by and between Southern Oregon Historical Society (SOHS) and Jackson County Library District (hereinafter "JCLD"), together referred to as the "Parties".

RECITALS

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

- L. The SOHS Library and Archives maintains an appropriate space open to the public specifically for use of an archive and library materials; and
- M. SOHS's public space and physical collections are maintained in a climate-controlled environment suitable for archival materials at the SOHS History Center, 106 N. Central Ave, Medford, OR.; and
- N. The SOHS Library and Archives are solely owned by and under the sole control and management of the SOHS, which adheres to Society of American Archivists Guidelines for Evaluation of Archival Institutions.
- O. This Agreement serves to terminate and replace the existing agreement between the Parties that became effective on July 1, 2019 and was amended on June 10, 2021.

AGREEMENT

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

1. **RECITALS.** The recitals set forth above are true and correct and are incorporated herein by this reference.
2. **DURATION.** Except for earlier termination as provided herein, the term of this Agreement commences January 1, 2022 and terminates 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.
3. **SOHS SERVICES, FUNCTIONS AND RESPONSIBILITIES.** SOHS shall use its best efforts, which shall be objectively reasonable, to achieve the following objectives during the period of this Agreement and under any Extensions:
 - 3.1 **Summary.** SOHS shall maintain volunteer and/or paid staffing levels to provide consistent public access to the SOHS Library and Archives. For the purposes of this Agreement, consistent public access shall mean a minimum of twenty (20) hours per week with a minimum of four (4) of those hours occurring outside of the standard business hours of Monday – Friday, 8:00am-5:00pm.
 - 3.2 **Basic Benefits.** On the Effective Date of this Agreement:
 - 3.2.1 SOHS will provide free access to the SOHS Library and Archives for Jackson County Residents with an active JCLD library card.
 - 3.2.2 SOHS shall maintain a website including, at a minimum, the following information: SOHS Library and Archives physical address, phone number, email address for information requests, operating hours, and description of Collection.
 - 3.2.3 SOHS will respond without charge to phone and email requests from Jackson County residents related to information contained in the SOHS library and Archives collection.

- 3.2.4 SOHS will provide all residents scanned materials that respond to such requests unless such materials are too fragile, too lengthy, or under copyright. Such assessments are at the sole discretion of the Archivist or designated representative(s). Such discretion shall not be unreasonably withheld.
- 3.2.5 SOHS staff and volunteers will generally limit research efforts on a request from a Jackson County resident to one hour and provide up to 20 pages of scanned materials. Extended research is available, at cost to Jackson County residents, as provided in 3.5, below.
- 3.2.6 Jackson County Library employees have priority phone and email access to the SOHS Library and Archives. All materials sent electronically to the libraries may be printed out for patrons, added to local files or otherwise used to improve local library services, unless such use would violate copyright laws.
- 3.2.7 SOHS will commit to the continuation and enhancement of digital preservation of the SOHS collection.
- 3.2.8 SOHS shall promptly work with JCLD to make the SOHS collection available to JCLD patrons through JCLD's online catalog interface.
- 3.2.9 SOHS will prepare quarterly reports for SOHS Library analysis that include statistics of patronage (including tracking whether patrons are active JCLD cardholders) and use type as well as website use. The quarterly reports will also include information on SOHS's progress toward digitizing the SOHS collection. SOHS will seek methods to increase public interest and periodically prepare narratives concerning SOHS projects and activities.
- 3.2.10 SOHS shall promote JCLD as a prominent partner by mentioning or including JCLD's logo on the SOHS website and social media accounts, signage at the SOHS Library and Archives, and on any marketing materials used to advertise SOHS events.
- 3.3 **Restrictions.** The SOHS Library does not lend materials for use outside the building without expressed authorization and in the sole discretion of the Archivist.
- 3.4 **Obligation to Obtain Alternative Funding Sources.** In addition to the obligation to provide the benefits outlined above, by June 30, 2022, SOHS must seek to secure funding from other sources to maintain their current level of operations for the Library and Archives. If SOHS is unable to obtain adequate funding, by June 30, 2022, JCLD may elect not to further contract with SOHS. Nothing in this agreement shall be relied upon by SOHS as a promise of future funds or obligation to contract on the part of JCLD.
- 3.5 **Fees.** SOHS will continue to charge Jackson County Residents for:
 - 3.5.1 Extended research by the Archivist or SOHS volunteers, upon request, will be assessed at the rate of \$10 per half (1/2) hour .

- 3.5.2 High resolution scans of its photographs: \$15 per photo and photocopies of its materials at \$.25 per page. Funds so generated are deposited in the SOHS general fund.
- 3.5.3 Any change of rates will be established after consultation with JCLD.
- 3.6 **Access.** JCLD staff will have direct access to the SOHS Library and Archives only through arrangements with the SOHS archivist, their designated representative, or the SOHS Board of Trustees.
- 3.7 **Training.** The SOHS archivist will train JCLD staff regarding the contents of the SOHS Library and Archives, and familiarizing JCLD staff with the basic operations of the SOHS Library and Archives. The SOHS archivist will provide one (1) training under this section during the term of the contract for JCLD staff, to familiarize staff with SOHS holdings and other local history resources, either at the SOHS Library or at a mutually agreed time and place designated by JCLD.
- 3.8 **Meetings.** The SOHS Archivist or other knowledgeable staff member/volunteer shall attend monthly meetings with JCLD, at mutually agreeable times, to assist in the fulfillment of the terms of this Agreement, including but not limited to discussing additions to the JCLD website concerning local history.
- 3.9 **Archivist/Staffing.** The SOHS shall maintain an archivist to work during the SOHS Library and Archive's open hours to provide supervision, oversight and consultation with the SOHS Library volunteers. It shall be the responsibility of SOHS to provide for adequate staffing levels of suitably qualified or trained staff or volunteers such that the services contemplated herein to be provided for JCLD staff and Jackson County Residents.
4. **PAYMENT.** Subject to the terms and conditions set out in this Agreement, JCLD shall pay SOHS for archival services pursuant to this Agreement from legally available funds.
- 4.1 SOHS shall provide all necessary information to JCLD to establish SOHS as a vendor of JCLD, such information shall include, but not be limited to SOHS's contact information and tax identification number.
- 4.2 This payment shall be monthly in the amount of \$ 3,250 (\$19,500 total) and will be sent to:
- Southern Oregon Historical Society
106 N. Central Ave
Medford, OR 9750
5. **REVENUE.** This Agreement does not involve the receipt of revenue. Each party shall be solely responsible for revenue, if any received.
6. **PERSONNEL.** No employees will be transferred pursuant to this Agreement. SOHS shall be solely responsible for wages and benefits paid to employees working for SOHS, if any.

7. **REAL OR PERSONAL PROPERTY.** There shall be no transfer of title or possession to any real or personal property pursuant to this Agreement.

8. **TERMINATION.**

- 8.1 All or part of this Agreement may be terminated by mutual consent by both Parties; or by either party at any time, upon ninety (90) days' notice in writing and delivered by certified mail.
- 8.2 Except in the event of breach, in the event of termination of this Agreement, each party shall be responsible for its own costs and expenses in complying with the Agreement.
- 8.3 This Agreement may be terminated by either party if the other party commits any material breach of any of the terms or conditions of this Agreement and fails or neglects to correct the same within 30 days after written notice of such breach. If the breach is of such nature that it cannot be completely remedied within the 30-day period, this provision shall be complied with if correction of the breach begins within the 30-day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as is practicable.

9. **REMEDIES.** In the event of termination, JCLD shall pay SOHS for services rendered prior to the termination date.

10. **ASSIGNMENT.** SOHS shall not assign or transfer any interest in this Agreement without prior written consent of JCLD, provided, however, that SOHS may subcontract the performance of any provision or obligation required by this Agreement, so long as SOHS remains primarily responsible to the JCLD for the performance of such provision or obligation.

11. **INSPECTION RECORDS.** JCLD shall have access at all reasonable times, including during normal working hours, and to all books and records, electronic or hard copy, of SOHS that pertain to management of the SOHS Library and Archives. SOHS shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated in the performance of the Agreement. JCLD and their duly authorized representatives shall have access to the books, documents, papers and records of SOHS which are directly pertinent to the Agreement for the purpose of making audit, examination, excerpts, and transcripts. Such books and records shall be maintained by SOHS for three years or any longer period required by Local, State or Federal law. SOHS is responsible to reimburse for any SOHS demonstrated audit discrepancies involving deviation from the terms of the Agreement.

12. **HOLD HARMLESS AND INDEMNIFICATION.** The Jackson County Library District is not providing services but purchasing services through SOHS. Accordingly, to the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, the Party found at fault shall hold the other harmless, defend and indemnify the other from any and all claims, demands, damages or injuries, liability of damage, directly or proximately caused by the Party at fault, including injury resulting in death or damage to property, that anyone may have or assert by reasons of any error, act or omission of the Party found at fault, its officers, employees or agents. If any aspect of this indemnity shall be found

to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this indemnification.

12.1 If the loss or claim is caused by the joint concurrent negligence or other fault of both Parties, all loss or claim shall be borne by each in proportion to the degree of negligence or other fault attributable to each. The obligations of each party under this paragraph shall survive the termination of this contract.

12.2 Except as provided for in this Agreement, the JCLD shall not be liable for any obligations incurred by SOHS. SOHS shall not represent to any person that JCLD is liable for SOHS's obligations; except for such obligations JCLD may be liable as provided for in this Agreement.

13 **INSURANCE.** SOHS, at its sole cost and expense shall maintain all risk property and public liability insurance policies on the prospective properties and resources included in this Agreement.

14 **DISPUTE RESOLUTION.** JCLD and SOHS shall attempt to resolve all disputes through staff discussions at the lowest possible level. Both Parties to this Agreement agree to provide other resources and personnel to negotiate and resolve disputes that are not resolved at the staff level. In the event the first attempts are pursued in good faith but are unsuccessful, claims, disputes or other matters in questions between the Parties to this Agreement arising out of or relating to this Agreement, or breach thereof shall be determined by mediation, arbitration, or litigation. Disputes shall be initially submitted to mediation by a mediator chosen by the Parties. The cost of mediation shall be borne equally by the Parties. If the Parties are unable to agree upon a mediator within 5 days or if mediation fails to resolve the dispute and if either party wants to further pursue the dispute, either party may request that the dispute be submitted to arbitration before a single arbitrator mutually agreed to by the Parties. If both Parties agree to arbitration but are unable to agree upon an arbitrator, each party shall select an arbitrator. The arbitrators so chosen shall select a third arbitrator, who shall serve as the sole arbitrator. Unless the Parties mutually agree otherwise, any arbitration proceeding shall be conducted in accordance with the currently in effect Arbitration Rules of the American Arbitration Association pursuant to ORS 190.720. Notwithstanding the above, either party may, at its own discretion, elect to resolve disputes in excess of \$50,000 by litigation, if mediation is not successful.

15 **ATTORNEY FEES.** If the services of an attorney are retained to enforce any provision of this Agreement, or with respect to any dispute relating to this Agreement, the prevailing party will be entitled to recover from the losing party its attorneys' fees, paralegal fees, accountant fees, and other expert fees, as well as other fees, costs, and expenses actually incurred in connection therewith. In the event of a suit, an action, an arbitration, or other proceeding, the amount of fees will be determined by the judge or arbitrator, will include fees and expenses incurred on any appeal or review, and will be in addition to all other amounts provided by law.

16 **REPRESENTATION OF AUTHORITY.** Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and

the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

- 17 **VENUE, GOVERNING LAW, AND INTERPRETATION.** This Agreement has been executed and delivered in the State of Oregon and the laws of such state shall govern the validity, construction, enforcement, and interpretation of this Agreement without regard to its conflict of laws provision. Exclusive jurisdiction for any dispute concerning this Agreement shall be in Jackson County, Oregon.
- 18 **FURTHER ASSURANCES.** The parties agree to cooperate fully and to execute any and all supplementary documents and to take all additional actions that may be necessary or appropriate to give full force to the terms of this Agreement.
- 19 **LEGAL REPRESENTATION ACKNOWLEDGEMENTS.** The parties acknowledge that they have been represented by counsel of their own choice, that they have read this Agreement and have had the opportunity to have it fully explained to them by counsel of their own choice, and that they are fully aware of the contents of this Agreement and of its legal effect.
- 20 **NOTICE AND REPRESENTATIVES.** All notices, certificates, or communications shall be delivered or mailed postage prepaid to the Parties at their respective places of business as set forth below or at a place designated hereafter in writing by the Parties.

Southern Oregon Historical Society:

Douglas M McGeary
106 N Central Ave
Medford, OR 97501

Jackson County Library District:

Kari May
205 S Central Ave
Medford, OR 97501

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

- 21 **MERGER.** This Agreement constitutes the Entire Agreement between the Parties. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No amendment, consent, or waiver or terms of this Agreement shall bind either party unless in writing and signed by all Parties. Any such amendment, consent or waiver shall be effective only in the specific instance and for the specific purpose given. The Parties, by the signatures below or their authorized representatives, acknowledge having read and understood the Agreement and the Parties agree to be bound by its terms and conditions.
- 22 **TERMINATION OF PRIOR AGREEMENT.** By entry into this Agreement, the Parties hereby agree to the mutual termination of the prior agreement between the Parties which first became effective on July 1, 2019, as amended on June 10, 2021, and waive any causes of actions or claims against one another with respect to such prior agreement or the early termination thereof.

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

DATED this ____ day of _____, 2021.

JACKSON COUNTY LIBRARY DISTRICT**SOUTHERN OREGON HISTORICAL SOCIETY**

By: Kari May
Title: Director, JCLD
Date: _____

By: Douglas M McGeary
Title: President, SOHS
Date: _____

Approved as to legal sufficiency

Jacquelyn Bunick

Date

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SECOND EXTENSION OF AGREEMENT

Effective Date: July 1, 2023

Parties: **Jackson County Library District (“JCLD”)**
Southern Oregon Historical Society (“SOHS”)

Recitals

A. On November 17, 2021, the parties entered into an agreement (“Agreement”) under which JCLD would provide funding to SOHS in exchange for SOHS maintaining consistent public access to the SOHS Library and Archives, providing services to Jackson County residents and active JCLD card holders, and providing requested trainings and reports to JCLD, among other things. The initial term of the agreement expired on June 30, 2022.

B. The Agreement was amended pursuant to the Extension and Amendment of Agreement, with an effective date of July 1, 2022, which modified some terms of the Agreement and extended the term for an additional year, commencing July 1, 2022 and terminating on June 30, 2023.

C. The Agreement, as amended, provides for an option to extend the Agreement term upon written consent by SOHS under terms and conditions that are mutually agreeable to both Parties.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

Agreements

1. The Recitals set forth above are incorporated herein and deemed a material part of this Second Extension of Agreement.

2. The Agreement, as amended, shall be extended for an additional term of one (1) year, commencing July 1, 2023 and terminating on June 30, 2024.

3. This Second Extension of Agreement, the Extension and Amendment of Agreement effective July 1, 2022, and the original Agreement comprise the entire, final, and complete agreement of the parties. This document may not be altered, amended, changed or modified except by written agreement executed by the parties hereto.

4. Except as modified by this Second Extension to Agreement, the Agreement, as amended, is ratified and affirmed by the parties.



JCLD Board Meeting

Agenda Item Memo

Date: June 21, 2023

Title: JCLD JCLF MOU Amendment 2

From: Kari May, Library Director and Relationship Committee Chair

Summary:

In preparation for the third and final year of the current Memorandum of Understanding (MOU), the JCLD/JCLF Relationship Committee met to discuss the terms, specifically related to the split of operating costs between the District and the Foundation. The Committee recommends an 80/20 split for Year 3, with the the District paying 80% and the Foundation paying 20%.

Recommendation:

The Relationship Committee recommends the Board approve MOU Amendment 2 as presented.

Resource Requirements:

The total projected cost of the agreement between the Library District and the Foundation is \$150,000. 80% is \$120,000, which was included in the District's proposed budget, approved by the Budget Committee in May.

Background and Additional Information:

At the May 2023 Committee meeting, the Committee discussed the 80/20 split in the operational costs for the Foundation, estimated at \$150,000, with the District contributing 80% of the costs and the Foundation 20%. The recommendation comes from estimates that this split is what would allow the Foundation to "break even" on unrestricted revenue versus expenses and gain traction towards future fundraising success. When discussing the question of how it benefits the District to support the Foundation at a higher level, committee members recognized that the cooperation between the two organizations represents the community support for library services in tandem with the tax support. If the Foundation went away, the Library would lose out on advocacy and community support, grant opportunities, and planned giving.

Attachments:

- JCLD/JCLF Memorandum of Understanding
- Amendment 2 to Memorandum of Understanding

MEMORANDUM OF UNDERSTANDING
among and between the
Jackson County Library District
and the Jackson County Library Foundation

This is a Memorandum of Understanding (hereinafter "MOU") between Jackson County Library District (hereinafter "JCLD") and the Jackson County Library Foundation (hereinafter "JCLF"), a 501(c)3 non-profit organization, both parties headquartered in Medford, Oregon.

This Memorandum will be in effect for three (3) years as of July 1st, 2021, ending June 30th, 2024.

The purpose of the MOU is to describe the manner in which the parties will collaborate and provide assistance to one another for the benefit of the Library.

Recitals

- A.** The Foundation was created in 1982 and incorporated as a nonprofit 501(c)(3) in 1993 to seek financial support to provide for library services and facilities over and above what the traditional tax base funding of Jackson County Public Library System could provide, but not to provide funds which can be substituted for the traditional tax base funding.
- B.** 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.
- C.** Since 2014, JCLD and the Foundation have worked together to support free and open access to information that can change lives, help individuals reach their full potential, and build a brighter future for a thriving community.
- D.** Consistent with its stated mission, the Foundation exists to provide financial support through its operations for the direct benefit of JCLD and the community JCLD serves.
- E.** JCLD has provided and will, subject to adequate funding, continue to provide assistance to JCLF to facilitate its operation, endowment growth, and fulfillment of its stated mission.

Agreements

NOW THEREFORE, both parties mutually agree to the roles and responsibilities outlined in this MOU.

1.0 Joint Responsibilities

1.1 Work together to promote and advance the mission of JCLD.

- 1.2 Support the provision of high-quality library services to the community.
- 1.3 Preserve and deepen the engagement and trust with members of the community to benefit future generations.
- 1.4 Operate and make decisions that honor JCLD's existing culture, including staff, volunteers, and donors, to support and enable delivery of library services.
- 1.5 Develop policies and procedures for shared and coordinated communications.
- 1.6 Exchange mutually dependent budget line item information during the budget process.
- 1.7 Maintain a Relationship Committee with representatives from JCLD and JCLF.
- 1.8 The JCLD and JCLF boards will meet no less than annually to discuss the strategic direction for JCLF.

2.0 Operations

In recognition of the supported provided to JCLD by JCLF, JCLD will provide operational support to JCLF to facilitate its operations and the fulfillment of its stated mission. Operational assistance shall be subject to the approval of the JCLD Board of Directors and the availability of funds. Operational support provided by JCLD includes but is not limited to:

- 2.1 Office space. JCLD will furnish office space at the Medford Library (205 S Central St, Medford OR) sufficient to operate JCLF. JCLF will comply with Library policies in its usage of such space. JCLD will furnish the office with a computer, basic IT services, telephones, and reasonable usage of office equipment, such as printers and copiers.
- 2.2 Marketing. JCLD marketing staff will provide marketing support to JCLF, including coordinated efforts to ensure consistent branding and messaging between JCLD and JCLF. JCLD will maintain the JCLF website, with input from JCLF.
- 2.3 Annual Report. JCLD agrees to provide an impact report annually for distributed funds, which will assist JCLF in its efforts to publish an annual report on funds raised and spent to build trust with the community and to share with library volunteers and patrons.
- 2.4 Personnel JCLD will hire an Executive Director on behalf of JCLF. JCLD will make such hire, after careful consideration of the recommendations of

the JCLF Personnel Committee, and in accordance with the policies and procedures of JCLD's Human Resources Department, including compensation policies. The Library Director will supervise the Executive Director, who shall direct the operations of JCLF in consultation with JCLF's board of trustees. Both JCLD and JCLF shall work together to determine the specific metrics under the performance of the Executive Director shall be evaluated. The ultimate decision on the hiring and firing of the Executive Director shall rest with JCLD Executive Director, however any such decision shall be made in consultation with the JCLF board of trustee. The JCLD Executive Director shall not be required to first consult with the JCLF board of trustees in the event of an incident that would require immediate action on the part of the JCLD Executive Director.

- 2.5 Expenses. In recognition of the support provided to JCLD by JCLF, JCLD will not charge JCLF rent for the office space provided pursuant to 2.1 above. JCLD will bill JCLF on a quarterly basis for a portion of its operating expenditures, as outlined in **Schedule A** of this MOU. Each entity shall maintain its own budget.

3.0 Foundation Responsibilities

- 3.1 Cash Management and Financial Reporting. JCLF shall be solely responsible for the Foundation's cash management, accounting, financial reporting, and for proper procedural tracking, accuracy, and reconciliation of the Foundation's records. JCLF will be responsible, at its own expense, for an annual financial review and any necessary government reports, including Form 990.
- 3.2 Management of Funds and Legal Compliance. JCLF will oversee, manage, and invest any endowments or permanent funds, restricted or unrestricted, that are created to support JCLD whether the funds are donated to JCLF or JCLD. The JCLF Board will comply with the Foundation's articles of incorporation, bylaws, and applicable federal and state laws and regulations.
- 3.3 Foundation Board of Trustees. In compliance with its bylaws, JCLF will recruit sufficient Board members to conduct its activities and to fulfill the organization's mission.
- 3.4 Annual Report. JCLF agrees to publish an annual report on funds raised and spent to build trust with the community and to share with library volunteers and patrons.

- 4.0 Fundraising and Grantmaking: JCLF will seek donations to support JCLD in accordance with its mission. Fundraising goals and areas of support will be determined annually by mutual agreement between JCLF and JCLD. All donations made to JCLF will be accepted in accordance with its Gift Acceptance Policy.

- 4.1 Management of funds for benefit of JCLD. The JCLD Board has determined that it is in the best interests of JCLD for donations made directly to JCLD to be managed and invested on its behalf by JCLF and will be adopting a gift

acceptancy policy reflecting the same. The JCLF Board of Directors and Executive Director will manage the proceeds of the Foundation according to its bylaws, gift acceptance policy, spending and investment policies, ensuring that all funds not needed for operating expenses and budgeted appropriations are used to further the mission of the Foundation.

4.2 Gift Categories: All gifts received or managed by JCLF will be categorized as Restricted, Temporarily Restricted, or Unrestricted in accordance with the donor's wishes. Gifts will be tracked according to these categories through JCLF policies and procedures and in accordance with legal requirements.

4.3 Grants: JCLF agrees to submit grant proposals on JCLD's behalf to funding organizations that do not grant directly to library districts.

5.0 Separate Entities. The JCLD acknowledges and accepts the separate and independent nature of JCLF and JCLF acknowledges and accepts the separate and independent nature of JCLD. The parties agree to work together to support the mission of JCLD and the community it serves. Despite the understandings and agreements provided for in this MOU, each party shall be solely responsible for the satisfaction of its own obligations, debts, liabilities, and judgments.

6.0 Indemnification. JCLF shall indemnify JCLD, its directors, employees, and agents from and against any and all claims, damages, liabilities, injuries, expenses, demands, and judgments, including court costs and attorney fees, arising out of JCLF's performance under this MOU.

7.0 Termination.

7.1 Mutual Consent. This MOU may be terminated at any time by the mutual consent of both parties.

7.2 For Cause. JCLD may terminate this MOU, in whole or in part, effective upon delivery of written notice to JCLF, or at such later date as may be established by JCLD in any of the following circumstances:

7.2.1 If JCLD funding from federal, state, or other sources is not obtained and continued at sufficient levels to allow for the ongoing undertaking of the responsibilities and/or provision of operating expenses contemplated herein;

7.2.2 If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that JCLD's responsibilities and operating expenses, provided for herein, are no longer allowable or appropriate; or

7.2.3 If JCLF's status as a 501(c)(3) is for any reason denied, revoked, suspended, or not renewed.

7.3 For Default or Breach.

7.3.1 Either party to this MOU may terminate this MOU in the event of a breach of the terms of the MOU 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 10 days of the date of the notice, or within such other period as the party giving the notice may authorize or require, then this Agreement may

be terminated at any time thereafter by a written notice of termination by the party giving notice.

- 7.3.2 The rights and remedies of the parties provided for in this Section 7.3 are not exclusive and are in addition to any other rights and remedies provided by law or under this MOU.

8.0 Miscellaneous Provisions

8.1 Annual review and amendment of Agreement. JCLD and Foundation agree that this MOU will be reviewed on annual basis. This MOU may only be amended by a writing signed by the parties.

8.2 Governing law. This MOU shall be governed by Oregon law.

8.3 Time is of the Essence. Time is of the essence for the performance of all responsibilities contemplated under this MOU.

8.4 Counterparts. This MOU 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 MOU 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

JACKSON COUNTY LIBRARY FOUNDATION

By:
Title:

Date: _____

Approved as to legal sufficiency:

Jennifer Nicholls, Jackson County Library Foundation Counsel

Schedule A – Financial Terms

The Foundation shall be responsible for a graduated percentage of the total operations budget each year. JCLD will bill JCLF on a quarterly basis according to the following, based on an annual projected cost of \$110,000*.

	Library District	Library Foundation
Year 1	60%	40%
Year 2	50%	50%
Year 3	40%	60%

*Operations budgets for Year 2 and Year 3 are expected to increase based on an inflation rate of 3-5%.

AMENDMENT 2 TO MEMORANDUM OF UNDERSTANDING

Among and between the
Jackson County Library District
And the **Jackson County Library Foundation**
June 21, 2023

1. It is mutually understood and agreed upon that the graduated percentage of the operations budget for Year 3 of the MOU be adjusted as follows:

	Library District	Library Foundation
Year 1	60%	40%
Year 2	50%	50%
Year 3	40% 80%	60% 20%

The annual projected cost for year 3 is \$150,000, allocated as follows:

Professional Services	\$42,450.00
Personnel Costs	\$104,000.00
Occupancy & Equipment	\$3,000.00
Office Supplies	\$550.00
Total Cost	\$150,000.00

Approved by:

District Board President

Date

Foundation Board President

Date

Recording Secretary

Date



Date: June 21, 2023

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

From: Kari May, Library Director

Summary:

JCLS retains the services of legal counsel to address any questions that come up over the course of the year, and to ensure that the District is in compliance with all applicable local, state, and federal laws.

Recommendation:

The Library Director recommends approval of the attached legal services contract with Jarvis, Dreyer, Glatte, Larsen, & Bunick, 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.

Resource Requirements:

The District has budgeted \$15,000 for legal services during FY23-24.

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 gained familiarity with the District and issues common to libraries. Bunick reviews contracts before they are signed and helps draft amendments to existing contracts as needed. Bunick was instrumental in the transfer of properties from Jackson County to the District in 2020. Her regular attendance at library meetings and quick response time when the Director has questions is much appreciated.

Attachment:

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, Glatte, Larsen & Bunick, LLP hereinafter called “Contractor”. The parties agree as follows:

1. CONTRACTOR’S INFORMATION

NAME: JARVIS, GLATTE, LARSEN & BUNICK, LLP

ADDRESS: 823 ALDER CREEK DRIVE, MEDFORD, OR 97504

CITIZENSHIP: USA

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 \$15,000.00. 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 July 1, 2023 and approved as required by applicable law. Unless earlier terminated or extended, this contract shall expire on June 30, 2024, 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. This Contract may be extended, if agreed upon by both parties in writing.

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:

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.
- d. Automobile Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each accident for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles, as applicable.

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

17. FORCE MAJEURE

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

18. SEVERABILITY

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

19. WAIVER

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

20. EXECUTION AND COUNTERPARTS

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

21. 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, Glatte, Larsen & Bunick, LLP
823 Alder Creek Drive
Medford, OR 97504

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

22. 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.

23. 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

RESOLUTION: 2023-04

A RESOLUTION ADOPTING FISCAL YEAR 2023-2024 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 2023-2024 budget on May 3, 2023.
2. The notice of this budget hearing (Form LB-1) was published in the Grants Pass Daily Courier on May 26, 2023, and posted on the District's website on May 22, 2023.

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 2023-2024 in the total of \$32,325,962* 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, 2023 and for the purposes shown below are hereby appropriated:

GENERAL FUND

Personnel Services	\$9,773,251
Materials & Services	\$5,311,450
Capital Outlay	\$150,000
Interfund Transfers	\$500,000
Contingency	\$500,000
Total Appropriations	\$16,234,701

CAPITAL IMPROVEMENT FUND

Materials & Services	\$500,000
Capital Outlay	\$2,000,000
Total Appropriations	\$2,500,000

GRANT FUND

Personnel Services	\$300,000
Materials & Services	\$775,000
Capital Outlay	\$300,000
Total Appropriations	\$1,375,000

Total Appropriations -All Funds \$20,109,701

Total Unappropriated Ending Fund Balance \$12,216,261 Total

Budget \$32,325,962

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 2023-2024 upon the assessed value of all taxable property within the District as follows:

	General government Limitation	Excluded from Limitation
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 21st day of June, 2023.

By:

Attest:

Board President

Recording Secretary

Board Vote:

Eric Dziura

Vicki Brown

Marissa Shephard

Susan Kiefer

Kim Young

FORM LB-1

NOTICE OF BUDGET HEARING

A public meeting of the Jackson County Library District will be held on June 21, 2023 at 4:00pm 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, 2023 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 Library Business Office, 205 South Central Ave, Medford, OR, between the hours of 9:00 a.m. and 4:00 p.m. or online at 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: Brittany Brite, Finance Manager

Telephone: 541 494-3268

Email: bbrite@jcls.org

FINANCIAL SUMMARY - RESOURCES

TOTAL OF ALL FUNDS	Actual Amount 2021-2022	Adopted Budget This Year 2022-2023	Approved Budget Next Year 2023-2024
Beginning Fund Balance/Net Working Capital	17,748,513	16,670,000	18,585,000
Fees, Licenses, Permits, Fines, Assessments & Other Service Charges	27,952	25,000	25,000
Federal, State and all Other Grants, Gifts, Allocations and Donations	1,284,553	260,000	342,500
Revenue from Bonds and Other Debt			
Interfund Transfers / Internal Service Reimbursements	50,000	300,000	500,000
All Other Resources Except Current Year Property Taxes	293,872	546,500	567,500
Current Year Property Taxes Estimated to be Received	11,517,958	11,713,936	12,305,962
Total Resources	30,922,848	29,515,436	32,325,962

FINANCIAL SUMMARY - REQUIREMENTS BY OBJECT CLASSIFICATION

Personnel Services	6,737,533	9,409,005	10,073,251
Materials and Services	4,620,434	5,777,011	6,586,450
Capital Outlay	616,281	3,500,000	2,450,000
Debt Service			
Interfund Transfers	50,000	300,000	500,000
Contingencies	0	750,000	500,000
Special Payments			
Unappropriated Ending Balance and Reserved for Future Expenditure	18,898,600	9,779,420	12,216,261
Total Requirements	30,922,848	29,515,436	32,325,962

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	30,922,848	29,515,436	32,325,962
FTE	114.30	139.10	143.50
Total Requirements	30,922,848	29,515,436	32,325,962
Total FTE	114.30	139.10	143.50

STATEMENT OF CHANGES IN ACTIVITIES and SOURCES OF FINANCING *

On May 14, 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. Fiscal year ending 2020/2021 was the first year of the District having employees (91.5 FTEs) and in fiscal year 2021/2022, the District returned to full hours of operation. In this budget, the District plans to sustain increased hours and has budgeted for the increase in utility costs, personnel costs and maintenance contracts. 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 security services (the FY24 contracted company has not been chosen yet). The District is expecting capital outlay expenditures to cover technological innovations, book lockers and increased accessibility. The budget also includes a transfer of \$500,000 to the Capital Improvement Fund. This is the seventh year that the District has included a transfer to this fund.

PROPERTY TAX LEVIES

	Rate or Amount Imposed 2020-2021	Rate or Amount Imposed This Year 2021-2022	Rate or Amount Approved Next Year 2022-2023
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

2023-2024 Budget



MISSION

CONNECT PEOPLE TO INFORMATION, IDEAS, AND EACH OTHER.



VISION

THROUGH THE JACKSON COUNTY LIBRARIES, INDIVIDUALS REACH THEIR FULL POTENTIAL, AND OUR COMMUNITIES THRIVE.



VALUES

INCLUSION: our libraries welcome everyone, and we honor diversity and individual perspectives.

TRUST: we champion free and open access to knowledge and value and respect everyone's right to privacy and confidentiality when accessing library resources.

STEWARDSHIP: we are responsible, honest stewards of public resources.

COLLABORATION: we foster an environment that inspires building relationships and working together.

INNOVATION: we encourage creative ideas and solutions.

RESPECT: we build and foster an environment where everyone is heard and treated fairly and with kindness.

Introduction

Jackson County Library District was formed in 2014 to serve the information needs of 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, independent of Jackson County, secured a dedicated tax base for library funding.

The JCLS mission is to connect everyone to information, ideas, and each other. With 15 branches throughout the County, JCLS offers in-person and virtual programs, Take & Make kits, At Home Services for patrons who cannot come to the library, Outreach to Child Care, free internet access, 24-hour online resources, and a staff of experts. Patrons can browse the online catalog and curated staff booklists, subscribe to the Library Connect blog, and use readers advisory resources via an online form called JCLS Discovery.

The team that contributed to putting together this budget utilized 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

JCLS expanded library service hours at all fifteen branches by 30% in April 2023. This is a plan that was a long time coming, responding to community needs over the past several years. As the impacts of the 2020 COVID-19 pandemic began to lessen in 2022, we were finally able to plan for and realize this eagerly awaited change to service levels. It is too soon after the implementation of new hours to articulate the impact they have had on our Key Performance Measures.

Our libraries are continuously evolving to meet the needs of our communities, and the proposed budget reflects changes and additions to staff that will position us to best meet those needs moving forward.

The Library Board adopted a new Strategic Plan for 2022-2026, which will guide our services and activities over the next five years. The four main goal areas of the Plan are:

- Energize library services and resources
- Extend access to the library
- Engage the community more fully
- Nurture the library infrastructure

As the restrictions from COVID have lifted, we have seen more people return to our libraries, and more materials, both physical and digital, are being checked out. The Library of Things continues to attract new users as well. Our in-person programming has increased, as well as the places the DART technology van visits. We have already seen an increase in library visits and new card registrations with our increased hours. We look forward to continuing to serve the residents of Jackson County this next year.

Kari May

Kari May
Library Director,
Jackson County Library Services



Budget Priorities

- Leverage the role of the library as community convener.
- Encourage employee retention by offering a competitive wage and benefits package, fostering staff engagement, and facilitating professional development.
- Provide consistent and equitable access to library services.
- Increase library usage by promoting library services to reach new audiences.
- Complete a Facilities Master Plan, which will guide future facilities projects, renovations, and expansions.

Budget Structure

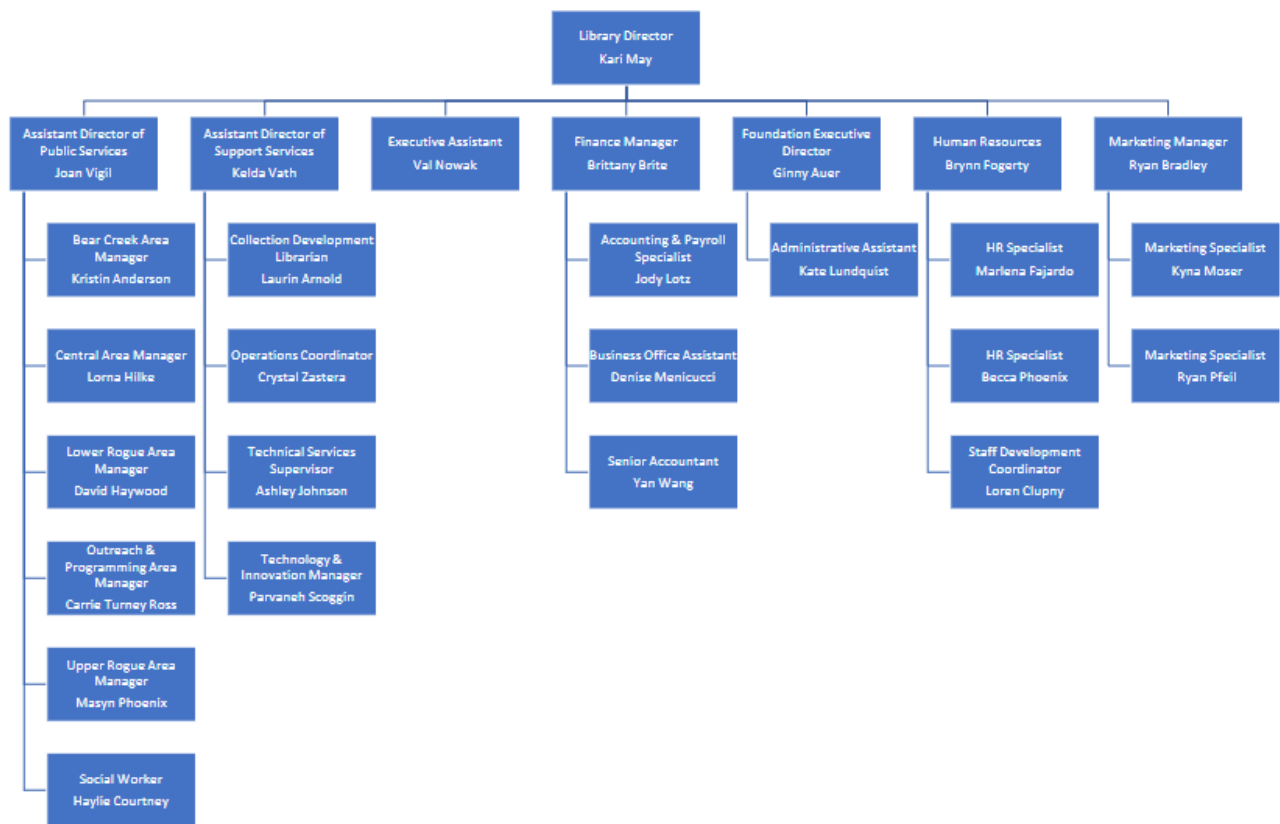
As required by Oregon State Budget Law, the budget presented is structured by funds. A “Fund” is a self-balancing set of accounts used to estimate **resources** (Revenues, Transfers In, Beginning Fund Balance) and **requirements** (Expenses, Capital Outlay, Transfers Out, Ending Fund Balance). The total 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 in FY20/21, 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, collection management, and facilities)
3. Library Administration (Library Director, Marketing, and Foundation)
4. Administrative Services (HR and 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.

The budget forms present the previous year's (FY23) adopted budget along with the preceding two years (FY21 and FY22) of audited activity. The audited beginning fund balance for FY22 was \$150k lower than what was budgeted. Considering spending trends and increase in costs, the presented beginning fund balance of \$10.1M for FY24 is the current estimate of carryover resources expected.

Revenues

Total operating revenues for FY24 are budgeted at \$12,890,962 in the General Fund. Adding the projected revenues to the beginning fund balance yields approximately \$23M of resources for the annual budget. Most of the operating revenue for the General Fund comes from the

collection of property taxes. The property taxes are computed by the total assessed value of properties in the District multiplied by the District Tax Levy of 0.52 mills (.00052% of assessed value). While the District is authorized to collect up to 0.60, the proposed FY24 budget recommends maintaining the same assessment rate of 0.52.

The assumption used for the FY24 budget for tax collections is a 4% growth rate in assessed value. This rate reflects an increase in both assessed property value and inventory of new housing units. The 94% collection rate being utilized is based on JCLD's average collection rate over the past nine years.

Jackson County Library District Operating Levy Projection

January 2023 Assessed Value	\$ 24,207,562,435
Growth	4%
January 2023 Estimated Value	\$25,175,864,932
Rate	0.52
Gross Levy	\$13,091,450
Net Collection Rate	94.0%
Estimated taxes to be received	\$12,305,963

Table 1 - Property Tax Estimates

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. Some expense categories have been consolidated to provide a more concise and understandable budget document. A more detailed budget will always be available for Board, committee, and community members who wish to have greater insights into the budget process. The following is a summary of the categories and changes made for the current and prior budget years:

Current year budget changes:

- "Supplies-Facilities" will be under "supplies"

Prior year budget changes:

- "Fines and Fees" revenue line item is now labeled "Printing/Copying/Fines."
- Facilities salaries have moved from Administrative Services to Support Services.
- "Advertising – Legal Notices" will now be labeled "Advertising – Recruitment."

- E-Rate Service charges will be presented under Consultant Fees.
- Personnel is presented by functional area in the budget sheets. The total budgeted amounts from last year are presented in Table 3 that follows to provide greater detail of the positions budgeted moving forward and FTE (Full Time Equivalent) requirements.
- Major “B-7s” Repair will either be classified as “Capital Outlay” or “Repairs/Maintenance” depending on size of repair.
- “Landscape 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 under “Telecom - Voice and LD.”

Summary of Expenditures

Total expenditures are expected to be \$15,855,250 in FY24. Of this, \$150,000 is for capital outlay and \$500,000 for contingency, which represents 4.1% of the expense budget. Considering that capital outlay is for one-time projects and expenditures, and the contingency is not expected to be necessary, that leaves operating expenses at approximately \$15.2M. Although budgeted expenditures are higher than expected revenues, JCLD recognizes that the District has a healthy beginning fund balance of approximately \$10M. In order to fund a full year of expenses, primarily in personnel, at expanded hours, this budget includes spending down that beginning fund balance. In FY25, it is likely that we will need to increase our collection rate to maintain this level of service. Additional funds are allocated to cover one-time purchases that support the 2022-2026 Strategic Plan.



Materials & Services

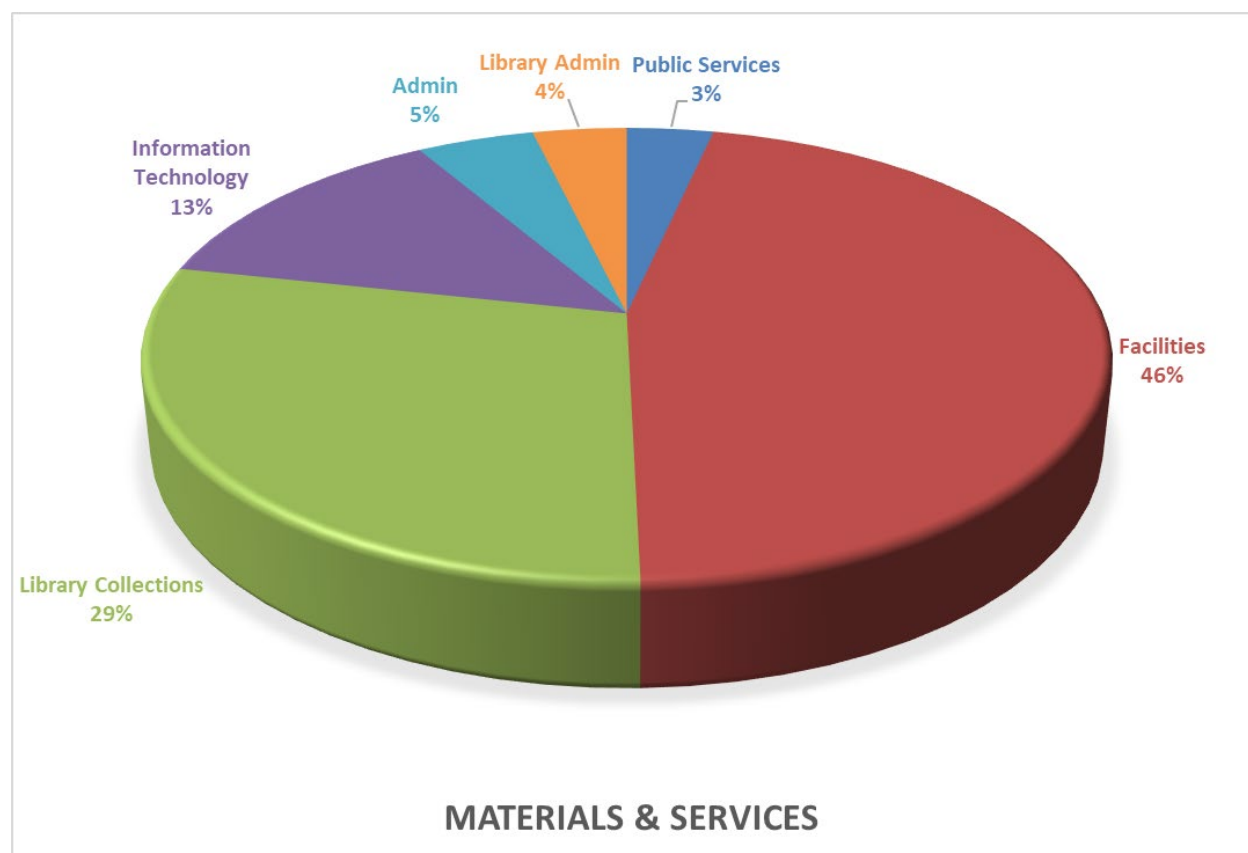


Table 2: Breakdown of Materials & Services by Department

Personnel

JCLD recognizes that its staff are its greatest asset. As such, Personnel represents the largest expense category in the budget, at approximately 62%. With the increase of hours implemented in April 2023, the FY24 budget reflects a full year of operating with the related increased staff.

The budget includes a 5% Cost of Living Adjustment (COLA) and two 1.5% step increases for every position, but not those staff members hired after March 31, 2023. Those employees will only receive the COLA increase of 5%.

New positions will be evaluated as we move into the new fiscal year and will be filled mid-year, as needed. The positions included are:

- Facilities Assistant- Increase current position from .5 FTE to 1 FTE. This position, new in FY23, has proven to be important in assisting the Operations Coordinator to track and process facilities-related tickets and projects.
- Library Specialist – .5 FTE for the Medford Adult Services Department.

- Accounting & Payroll Specialist – 1 FTE. With additional staff and increased expenditures related to an increase in open hours, the Finance Department needs an additional position.
- Human Resources Specialist, Volunteer Coordinator – 1 FTE. The duties of Volunteer Coordinator are currently included in a position that is split between Benefits and managing volunteers. As the District grows, both have become larger responsibilities. This position will source, recruit, orient and communicate with supervisors and the volunteers.
- Technical Services Acquisitions Specialist – 1 FTE. This position will focus on processing Interlibrary Loans, both materials requested by our patrons and requests from other libraries.
- Data Specialist – 1 FTE. This position was approved for FY23 but has not yet been filled. The Data Specialist will gather, analyze, and create reports and data visualizations on all manner of library metrics to make data-driven decisions and help tell our story.

23/24 Positions	23/24 FTE	Area	23/24 Additional Positions	23/24 FTE	Area
Accounting & Payroll Specialist	1.0	Admin	Accounting & Payroll Specialist	1.0	Admin
Administrative Assistant	0.5	Admin	Human Resources Specialist	1.0	Admin
Finance Manager	1.0	Admin	Technical Acquisitions Specialist	0.75	Support
Human Resources Specialist	2.0	Admin	Library Specialist	0.5	Public
Human Resources Manager	1.0	Admin			
Senior Accountant	1.0	Admin			
Staff Development Coordinator	1.0	Admin		3.3	
Administrative Assistant	0.5	Library Admin			
Assistant Director	2.0	Library Admin			
Executive Assistant	1.0	Library Admin			
Foundation Executive Director	1.0	Library Admin			
Library Director	1.0	Library Admin			
Marketing Manager	1.0	Library Admin			
Marketing Specialist	1.5	Library Admin			
Adult Services Coordinator	1.0	Public			
Adult Services Librarian	2.0	Public			
Area Manager	5.0	Public			
Branch Manager I	10.0	Public			
Business Librarian	1.0	Public			
Children's Librarian	2.0	Public			
Circulation Supervisor	2.0	Public			
Digital Services Specialist	7.0	Public			
Digital Services Supervisor	1.0	Public			
Education Services Specialist	1.0	Public			
Librarian	8.0	Public			
Library Associate	30.975	Public			
Library Clerk	6.25	Public			
Library Specialist	17.85	Public			
Mobile Services Specialist	1.75	Public			
On-Call Substitutes	0.0	Public			
Resource Specialist	6.38	Public			
Social Worker	1.0	Public			
Teen Librarian	2.0	Public			
Youth Services Coordinator	1.0	Public			
Collection Development Manager	1.0	Support			
Courier	3.0	Support			
Data Analyst	1.0	Support			
Facilities Assistant	1.0	Support			
ILS Administrator	1.0	Support			
IT Technician	1.0	Support			
Network Administrator	1.0	Support			
Operations Coordinator	1.0	Support			
Selection Librarian	2.0	Support			
Senior IT Administrator	1.0	Support			
Technical Acquisition Specialist	2.0	Support			
Technical Services Supervisor	1.0	Support			
Technology & Innovation Manager	1.0	Support			
Website Specialist	1.0	Support			
	140.70		Total Budget FTE	144.00	

Table 3 – Personnel FTE Detail

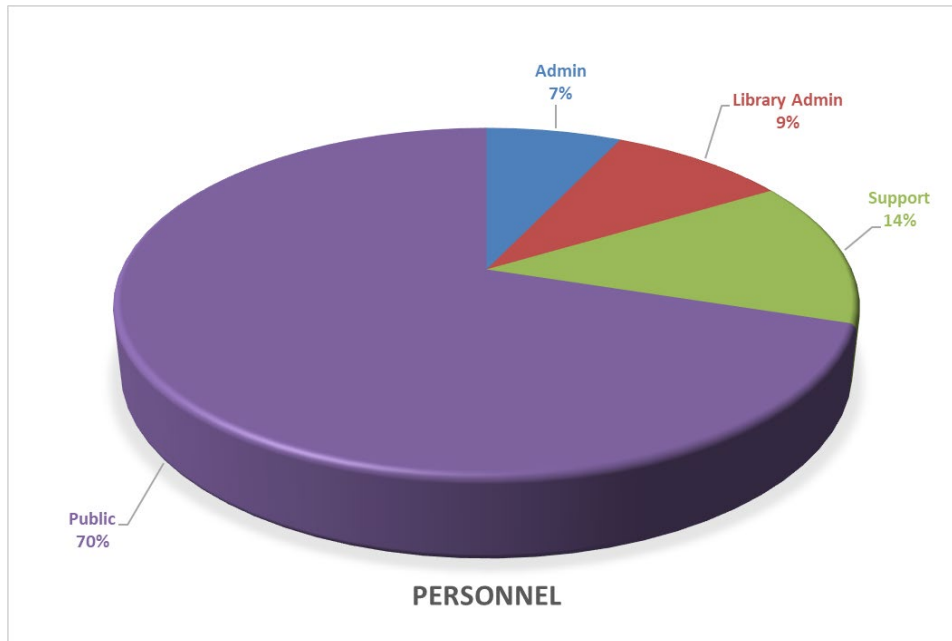


Table 4 – Personnel by Department

Key Operating Expenses by Department

Public Services

Public Services		
	General	Grants
Personnel (including benefits)	5,144,266	-
Consultant Fees	12,000	-
Memberships, Dues & Subscriptions	19,620	-
Supplies	90,450	143,650
Travel	20,300	-
Volunteer & Staff Recognition	5,850	2,275
Facility Furnishing Expense	14,000	28,000
Computers & Technology	1,200	-
SOHS Contract	30,000	-
Library Materials	-	10,000
Professional Services	20,500	104,200
Total Budgeted Expenses	5,358,186	288,125

Public Services encompasses the areas of the library which provide direct services and resources to the general public, including service desks, circulation, programming, digital

services, social services, and outreach. 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 for Public Service in FY24 include supporting the recent expansion of operating hours at all JCLS locations, continuing the Rogue Reads community reading program, strengthening partnerships with schools, providing outreach to childcare (OCC), and sustaining a successful Summer Reading Program. DART (Direct Access to Resources and Technology), the mobile technology van that launched in June 2021, will continue to visit sites throughout the county to provide a mobile hotspot, laptops and tablets, and on-site classes. Breaking down barriers to services will also be a priority, for example, engaging with the Latinx community, promoting services to homeschooled students, tribal members and unhoused individuals and families.

The social services team will continue to provide vital connections to individuals experiencing homelessness, as well as other vulnerable and marginalized people who need assistance navigating local social services resources. In response to the changing nature of the clientele at the Medford and Ashland branches, this budget reflects a return to contracted security services. Contracted security will work alongside the Social Services team.

Support Services

Support Services			
	General	Grants	CIF
Personnel (including benefits)	995,164		
Consultant Fees	90,850		
Insurance	145,000		
Memberships, Dues & Subscriptions	510	-	
Supplies	28,500		
Travel	2,900		
Volunteer & Staff Recognition	1,050		
Building Repair/Maint	600,000	30,000	500,000
Custodial Services	732,000		
Custodial Supplies	21,000		
Security Services	300,000		
Signs & Signal Materials	15,000		
Copier Expense	47,000		
Equipment Repair/Maint.	4,500		
Facility Furnishing Expense	69,000	53,000	
Minor Equipment	96,000	20,000	
Computers & Technology	133,400		
Computer Software & Licensing	193,000		
Library Materials	1,478,800	150,000	
Professional Services	16,500		
Utilities	400,000		
Telecom	254,000		
Maintenance & Fuel for vehicles	22,000		
Capital Outlay	150,000	100,000	938,000
Total Budgeted Expenses	5,796,174	353,000	1,438,000

Support Services encompasses the areas of the library that support Public Services. These “behind-the-scenes” operations that all libraries depend on include collection management, technology, infrastructure, and facilities maintenance.

Support Services priorities for FY24 include enhancing the library's physical and digital collections, with a special focus on the Library of Things collection, a non-fiction refresh, and a collection analysis project called a diversity audit. In addition, Support Services will continue to develop the Integrated Library System (ILS), plans to launch a JCLS app, and will work to improve searchability of the library catalog through the discovery layer. IT will continue its focus on internal customer service and workflows, updating IT infrastructure for enhanced cybersecurity, and improving the library's website for better usability.

Major facilities projects planned include enhancing the outdoor spaces at select branches, ongoing safety enhancements including the installation of security cameras and updates to indoor spaces at selected locations. A Facilities Master Plan will be completed, which will drive short- and long-term facilities needs.

Multiple software systems ensure the smooth administration of the District. Public-facing systems include the library catalog, library website, and meeting room booking system. Operating behind the scenes are HR and finance systems, as well as the internal ticketing system.

Major contracts managed by Support Services:

- Through an IGA with Jackson County Facilities Maintenance, JCLD contracts for services such as regular building maintenance and repairs, project management for large projects, and assistance with day-to-day building needs. The contract increased 12% for FY24 to \$553,012 with increases in labor and materials being the driving factor.
- JCLD contracts with Pathway Enterprises for various custodial services across the District including regular janitorial as well as specialty cleaning services (floors, windows, pressure washing). Costs for FY24 increased significantly (approximately 17%) to \$732,000. This is due to increased labor costs, as well as additional regular cleaning services at the Medford library.
- JCLD presently has two Security contracts: one with J&J Thomas, Inc. (Concierge) for nighttime building checks at Medford and Ashland, and a new trial contract with Northwest Defense Contractors for two daytime security guards. A contract for FY24 will be negotiated in May 2023 for the next year.

Administrative Services

Admin	General
Personnel (including benefits)	517,030
Accounting Services	5,000
Auditing Services	55,000
Bank Fees/Interest Expense	5,000
Consultant Fees	5,000
Advertising/Legal Notices	16,500
Travel	1,000
Meetings	2,500
Professional development	46,250
Volunteer & Staff Recognition	3,500
Background Checks	3,000
Memberships, Dues and Subscriptions	1,800
Supplies	4,000
Postage and Delivery	45,000
Professional Services	5,000
Software & Licensing	56,000
Total Budgeted Expenses	771,580

Administrative Services includes the Finance and Human Resources departments, which provide the administrative infrastructure for the organization. Administrative Services support the organization through Board-approved policies and follow all applicable federal, state, and local laws.

Both the Finance and HR departments have little need for materials and services for their operations. The main priority for both functional areas over this budget year is to continue the development and implementation of systems and standard operating procedures to ensure all departments have the staff, tools, and resources necessary to perform their jobs. Most of the resources that are attributed to this area in this budget are HR recruitment, professional development, auditing, postage, and payroll/HR software costs.

In FY23, the District outsourced Payroll to PeopleStrategy. Payroll, recruitment, new hire onboarding, taxes, tax forms, reporting, and performance management are all managed through this Human Resources Information System (HRIS). With the increase in staff due to increased hours, this change has assisted the payroll team by increasing payroll accuracy and efficiency. The system provides staff with the opportunity to request reimbursements, track their benefits and get support more efficiently. In FY23, the Human Resources Department focused on meeting the demands of recruiting, onboarding and orienting the additional staff needed for increased hours. With so many new hires came more hours spent towards

orientation, benefits education, training and professional development. For FY24, the Human Resources Department is moving from heavy recruitment mode to providing more intentional customer service to staff. Ensuring staff understand and can use their benefits, take advantage of professional development as well frequent training opportunities, and the need to build upon the foundation of the JCLS culture and environment will be a priority.

Library Administration

Library Admin	
	General
Personnel (including benefits	689,115
Bank & Special Fees	800
Consultant Fees	40,500
Legal services	15,000
Memberships, Dues & Subscriptions	9,000
Supplies	6,500
Advertising	66,000
Travel	12,000
Meetings	6,500
Volunteer & Staff Recognition	600
Professional Services	25,000
Printing Services	20,000
Minor Equipment	2,000
Total Budgeted Expenses	893,015.00

Library Administration is led by the Library Director, who reports directly to the Board of Directors, and includes the Assistant Directors of Public and Support Services, the Marketing team, and Foundation. Library Administration plans, coordinates, and directs JCLD's operations, activities, programs, and services; directs the planning, development, and implementation of the strategic plan; and markets and promotes the Library. Library Administration also includes costs for Board development, legal services, and the annual audit.

Areas of focus for Library Administration in the proposed budget include additional resources for the Marketing department to support the strategic plan goals of reaching our rural and underserved communities. This will include direct mail campaigns to our rural areas as well as through ValPak mailings. Additionally, the Marketing department will focus on marketing our diverse Outreach services such as Education Services, DART, and Digital Services where those departments are looking to reach underserved areas.

Library Board

Expenditures for the Board include annual planning retreat, membership in professional organizations, training, and consulting services related to the governance of the Library District.

Library Foundation

The District is in the 3rd year of its Memorandum of Understanding (MOU) with the Jackson County Library Foundation (Foundation), which outlines the arrangement between the two organizations for the financial support of the operational costs of the Foundation.



Other Funds

Miscellaneous Grants Fund

The Miscellaneous Grants Fund was established in FY20/21 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 Foundation (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 advocating for libraries in the community.

Capital Improvement Fund

The Capital Improvement Fund was established to prepare for the capital outlay and significant improvements to the library facilities. Over the past several years, the District has been 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 \$4.5M. This year, \$500,000 is budgeted to transfer from the General Fund to the Capital Improvement Fund.

In FY24, the Capital Improvement fund will be used, in part, for the carpet replacement project at the Central Point branch, an HVAC replacement at Eagle Point branch, and beginning the project to upgrade Medford's interior lights to more energy efficient LEDs. It will also be used towards enhancing and enlivening library facilities, in line with JCLD's Strategic Plan.



RESOURCES

General Fund

Jackson Count Library Services

	Historical Data			RESOURCE DESCRIPTION		Budget for Next Year 2023-24			
	Actual		Adopted Budget This Year Year 2022-23			Proposed By Budget Officer	Approved By Budget Committee	Adopted By Governing Body	
	Second Preceding Year 2020-21	First Preceding Year 2021-22							
1				1	Available cash on hand* (cash basis) or				1
2	\$ 10,125,980	\$ 8,755,750	\$ 10,750,000	2	Net working capital (accrual basis)	\$ 10,150,000	\$ 10,150,000		2
3	456,365	185,353	300,000	3	Property Taxes (previous years)	215,000	215,000		3
4	90,419	68,584	200,000	4	Interest	300,000	300,000		4
5				5	Transferred IN, from other funds				5
6				6	OTHER RESOURCES				6
7	10,908	27,952	25,000	7	Printing/Copying/Fines (formerly Fines and Fees)	25,000	25,000		7
8	99,214	-	2,500	8	Charges for Services	2,500	2,500		8
9	103,716	528,070	10,000	9	Grants and Donations (unrestricted)	42,500	42,500		9
10				10					10
11				11					11
12				12					12
13				13					13
14				14					14
15				15					15
16				16					16
17				17					17
18				18					18
19				19					19
20				20					20
21				21					21
22				22					22
23				23					23
24				24					24
25				25					25
26				26					26
27				27					27
28				28					28
29	10,886,602	9,565,709	11,287,500	29	Total resources, except taxes to be levied	10,735,000	10,735,000	-	29
30			11,713,936	30	Taxes estimated to be received	12,305,962	12,305,962		30
31	11,218,435	11,517,958		31	Taxes collected in year levied				31
32	\$ 22,105,037	\$ 21,083,667	\$ 23,001,436	\$ 32	TOTAL RESOURCES	\$ 23,040,962	\$ 23,040,962	\$ -	32

Requirements
General Fund

Jackson Count Library Services

	Historical Data			Requirements			Budget for Next Year 2023-24			
	Actual		Adopted Budget This Year Year 2022-23				Proposed By Budget Officer	Approved By Budget Committee	Adopted By Governing Body	
	Second Preceding Year 2020-21	First Preceding Year 2021-22								
						FTE				
1	\$ 319,919	\$ 234,260	\$ 452,895	1	Administrative Salaries (Finance/HR)	9.5	\$ 524,213	\$ 517,030		1
2	2,957,372	3,800,262	4,789,448	2	Public Service Salaries (Librarian, Library Spec, etc)	107.2	5,209,189	5,144,266		2
3	253,778	315,625	431,765	3	Library Administration Salaries (Director/Marketing)	8.5	694,401	689,115		3
4	453,715	689,506	795,981	4	Support (IT, Technical Services, Acquisitions, Operations)	18.3	1,008,581	995,164		4
5				5	(See Table 3 for Details)					5
6	\$ 3,984,784	\$ 5,039,653	\$ 6,470,089	6	SUBTOTAL SALARIES		\$ 7,436,384	\$ 7,345,575	\$ -	6
7										7
8	\$ 1,564,195	\$ 1,652,465	\$ 2,638,916	7	Fringe		\$ 2,457,416	\$ 2,427,676		8
9				9						9
10				10						10
11				11						11
12				12						12
13				13						13
14				14						14
15				15						15
16				16						16
17				17						17
18				18						18
19				19						19
20				20						20
21				21						21
22				22						22
23				23						23
24				24						24
25				25						25
26				26						26
27				27						27
28				28						28
29				29						29
30				30						30
31				31						31
32	\$ 5,548,979	\$ 6,692,118	\$ 9,109,005		SUBTOTAL REQUIREMENTS (PERSONNEL)	143.5	\$ 9,893,800	\$ 9,773,251	\$ -	32

**Requirements
General Fund**

Jackson Count Library Services

	Historical Data			Requirements		Budget for Next Year 2023-24			
	Actual		Adopted Budget This Year Year 2022-23			Proposed By Budget Officer	Approved By Budget Committee	Adopted By Governing Body	
	Second Preceding Year 2020-21	First Preceding Year 2021-22							
1	\$ 30,525	\$ 1,914	\$ 3,500	1	Accounting	\$ 5,000	\$ 5,000		1
2	12,850	55,000	23,900	2	Auditing	55,000	55,000		2
3	3,934	2,625	4,700	3	Bank & Special Fees	5,000	5,000		3
4	42,539	67,282	65,000	4	Consultant Fees	148,350	148,350		4
5	33,307		40,000	5	Elections	-	-		5
6	155,655	126,091	126,000	6	Insurance	145,000	145,000		6
7	20,333	14,623	20,000	7	Legal	15,000	15,000		7
8	10,461	10,530	15,650	8	Membership & Dues	20,800	20,800		8
9	117,099	107,516	200,000	9	Supplies	129,450	129,450		9
10	22,197	23,279	35,750	10	Postage	45,000	45,000		10
11	23,731	20,629	30,000	11	Advertising - Recruitment (formerly Advertising- Legal)	16,500	16,500		11
12	4,948	25,470	15,900	12	Travel	36,200	36,200		12
13	-			13	Mileage (included in Travel Total)				13
14	-	3,822	3,500	14	Meetings	9,000	9,000		14
15	23,327	11,062	37,600	15	Professional Development	46,250	46,250		15
16	3,581	7,150	3,000	16	Volunteer & Staff Recognition	10,000	10,000		16
17	3,433	1,840	4,000	17	Background Checks	3,000	3,000		17
18	2,141			18	Alarm Services (included in Utilities Total)				18
19	505,262	404,565	539,131	19	Building/Repairs	600,000	600,000		19
20	494,721	591,926	525,000	20	Custodial Services	732,000	732,000		20
21	5,563	10,755	10,000	21	Custodial Supplies	21,000	21,000		21
22	19,392			22	Landscape Services (included in Custodial)				22
23	80,054	14,089	4,800	23	Security Services	300,000	300,000		23
24	3,000	3,267	10,000	24	Signage	15,000	15,000		24
25	23,845	24,673	40,000	25	Copier	47,000	47,000		25
26	10,433	13,263	2,500	26	Equipment Repair	4,500	4,500		26
27	8,863	1,552	71,500	27	Facility Furnishing	83,000	83,000		27
28	45,488	51,792	109,000	28	Minor Equipment	98,000	98,000		28
29				29					29
30				30					30
31				31					31
32	\$ 1,706,682	\$ 1,594,715	\$ 1,940,431	32	SUBTOTAL REQUIREMENTS (M&S)	\$ 2,590,050	\$ 2,590,050	\$ -	32

**Requirements
General Fund**

Jackson Count Library Services

	Historical Data			Requirements		Budget for Next Year 2023-24			
	Actual		Adopted Budget This Year Year 2023-23			Proposed By Budget Officer	Approved By Budget Committee	Adopted By Governing Body	
	Second Preceding Year 2020-21	First Preceding Year 2021-22							
1	\$ 79,353	\$ 269,930	\$ 336,600	1	Computers & Technology	\$ 134,600	\$ 134,600		1
2	210,906	168,658	285,480	2	Software & Licensing	249,000	249,000		2
3	40,370			3	Transition Expenses (removing account)				3
4	1,906	190	16,000	4	Supplies - Facilities (included in Supplies)	-	-		4
5	100,000			5	LS&S Contract (removing account)				5
6	1,176,674	1,441,651	1,555,000	6	Library Materials	1,478,800	1,478,800		6
7	39,000	39,000	30,000	7	Southern Oregon Historical Society Contract	30,000	30,000		7
8	27,731	6,842	28,000	8	Marketing and Advertising	66,000	66,000		8
9	53,228	63,312	63,500	9	Professional Services	67,000	67,000		9
10	14,704	17,564	35,000	10	Printing Services	20,000	20,000		10
11		332,611	400,000	11	Utilities (consolidating multiple accounts)	400,000	400,000		11
12	191,976			12	Electricity				12
13	44,718			13	Natural Gas (included in Utilities)				13
14	17,017			14	Garbage Services (included in Utilities)				14
15	4,976			15	Municipal Assessments (included in Utilities)				15
16	29,949			16	Water & Sewer Services (included in Utilities)				16
17	20,230			17	Street and Storm Drain Fees (included in Utilities)				17
18		\$ 195,806	\$ 225,000	18	Telecom	\$ 254,000	\$ 254,000		18
19	\$ 24,188			19	Telecom - Voice and LD				19
20	107,834			20	Telecom - Wide Area Network (in Telecom)				20
21	65,106			21	Telecom - Hot Spots (in Telecom)				21
22	23,960			22	Telecom - Internet Services (in Telecom)				22
23	8,338	18,360	12,000	23	Maintenance for Vehicles	22,000	22,000		23
24				24					24
25	\$ 2,282,164	\$ 2,553,924	\$ 2,986,580	25	SUBTOTAL THIS SHEET	\$ 2,721,400	\$ 2,721,400		25
26				26					26
27				27					27
28				28					28
29				29					29
30				30					30
31				31					31
32	\$ 3,988,846	\$ 4,148,639	\$ 4,927,011	32	TOTAL MATERIALS & SERVICES	\$ 5,311,450	\$ 5,311,450	\$ -	32

**Requirements
General Fund**

Jackson Count Library Services

	Historical Data				Requirements	Budget for Next Year 2023-24			
	Actual		Adopted Budget This Year Year 2022-23			Proposed By Budget Officer	Approved By Budget Committee	Adopted By Governing Body	
	Second Preceding Year 2020-21	First Preceding Year 2021-22							
1	\$ 5,548,979	\$ 6,692,118	\$ 9,109,005		TOTAL PERSONNEL	\$ 9,893,800	\$ 9,773,251	\$ -	1
2	\$ 3,988,846	\$ 4,148,639	\$ 4,927,011		TOTAL MATERIALS & SERVICES	\$ 5,311,450	\$ 5,311,450		2
3									3
4				4					4
5	7,797	113,893	250,000	5	CAPITAL OUTLAY	150,000	150,000		5
6				6					6
7				7					7
8				8					8
9	-	-	750,000	9	CONTINGENCY	500,000	500,000		9
10				10					10
11	\$ 9,545,622	\$ 10,954,650	\$ 15,036,016	11	SUBTOTAL EXPENDITURES	\$ 15,855,250	\$ 15,734,701	\$ -	11
12				12					12
13	300,000	50,000	300,000	13	TRANSFERS TO CAPITAL IMPROVEMENT FUND	500,000	500,000		13
14				14					14
15	3,503,665			15	TRANSFERS TO GRANT FUND				15
16				16					16
17				17					17
18	\$ 13,349,287	\$ 11,004,650	\$ 15,336,016	18	SUBTOTAL EXPENDITURES AND TRANSFERS OUT	\$ 16,355,250	\$ 16,234,701	\$ -	18
19				19					19
20				20					20
21				21					21
22				22					22
23				23					23
24				24					24
25				25					25
26				26					26
27				27					27
28				28					28
29				29					29
30				30					30
31	\$ 8,755,750	\$ 10,079,017	\$ 7,665,420	31	UNAPPROPRIATED ENDING FUND BALANCE	\$ 6,685,712	\$ 6,806,261	\$ -	31
32	\$ 22,105,037	\$ 21,083,667	\$ 23,001,436	32	TOTAL REQUIREMENTS	\$ 23,040,962	\$ 23,040,962	\$ -	32

FORM

RESERVE FUND

Jackson County Library Services

LB-11

CAPITAL IMPROVEMENT FUND

Historical Data				Budget for Next Year 2023- 24		
Actual		Adopted Budget Year 2022 - 23		Proposed By Budget Officer	Approved By Budget Committee	Adopted By Governing Body
Second Preceding Year 2020 - 21	First Preceding Year 2021 - 22					
			RESOURCES			
			Cash on hand * (cash basis), or			
\$ 6,045,927	\$ 5,403,372	\$ 4,550,000	Working Capital (accrual basis)	\$ 4,300,000	\$ 4,300,000	\$ -
			Previously levied taxes estimated to be received			
41,278	28,895	30,000	Interest	30,000	30,000	-
300,000	50,000	300,000	Transferred IN, from other funds	500,000	500,000	-
6,387,205	5,482,267	4,880,000	Total Resources, except taxes to be levied	4,830,000	4,830,000	-
			Taxes estimated to be received			
			Taxes collected in year levied			
\$ 6,387,205	\$ 5,482,267	\$ 4,880,000	TOTAL RESOURCES	\$ 4,830,000	\$ 4,830,000	\$ -
			REQUIREMENTS **			
\$ 373,782	\$ 257,484	\$ 200,000	Materials & Services	\$ 500,000	\$ 500,000	\$ -
610,051	320,688	3,000,000	Capital Outlay	2,000,000	2,000,000	-
5,403,372	4,904,095		Ending balance (prior years)			
		1,680,000	UNAPPROPRIATED ENDING FUND BALANCE	2,330,000	2,330,000	-
\$ 6,387,205	\$ 5,482,267	\$ 4,880,000	TOTAL REQUIREMENTS	\$ 4,830,000	\$ 4,830,000	\$ -

FORM

SPECIAL FUND

Jackson County Library Services

LB-10

MISCELLANEOUS GRANTS FUND

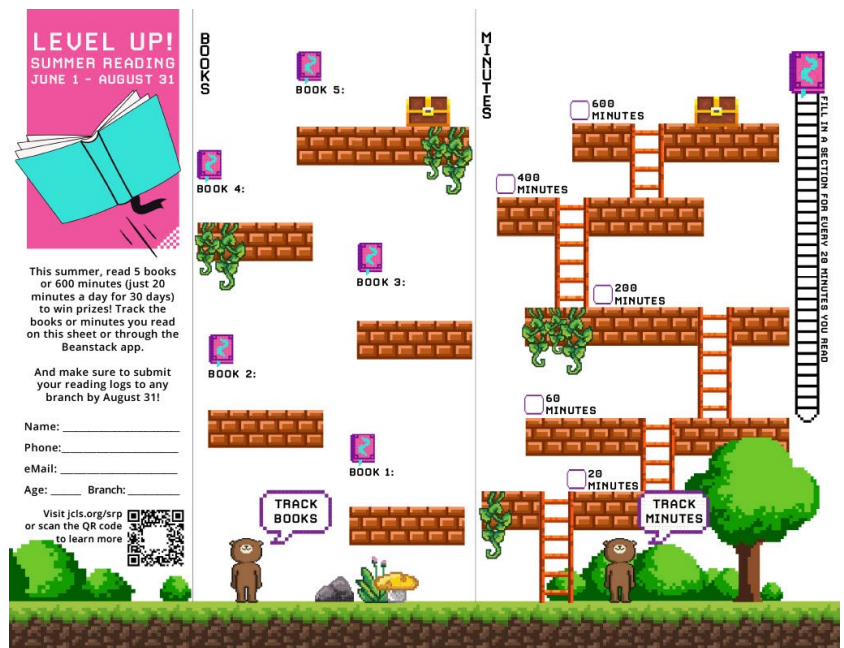
Historical Data				Budget for Next Year 2023- 24		
Actual		Adopted Budget Year 2022 - 23		Proposed By Budget Officer	Approved By Budget Committee	Adopted By Governing Body
Second Preceding Year 2020 - 21	First Preceding Year 2021 - 22					
			RESOURCES			
			Cash on hand * (cash basis), or			
\$ -	\$ 3,589,391	\$ 1,370,000	Working Capital (accrual basis)	\$ 4,135,000	\$ 4,135,000	\$ -
			Previously levied taxes estimated to be received			
13,047	11,040	14,000	Interest	20,000	20,000	-
3,503,665			Transferred IN, from other funds			
430,099	756,483	250,000	Restricted Revenues	300,000	300,000	-
3,946,811	4,356,914	1,634,000	Total Resources, except taxes to be levied	4,455,000	4,455,000	-
			Taxes estimated to be received			
			Taxes collected in year levied			
\$ 3,946,811	\$ 4,356,914	\$ 1,634,000	TOTAL RESOURCES	\$ 4,455,000	\$ 4,455,000	\$ -
			REQUIREMENTS **			
\$ -	\$ 45,415.00	\$ 300,000	Personnel Services	\$ 300,000	\$ 300,000	\$ -
198,745	214,311	650,000	Materials & Services	775,000	775,000	-
158,675	181,700	250,000	Capital Outlay	300,000	300,000	-
3,589,391	3,915,488		Ending balance (prior years)			
		434,000	UNAPPROPRIATED ENDING FUND BALANCE	3,080,000	3,080,000	-
\$ 3,946,811	\$ 4,356,914	\$ 1,634,000	TOTAL REQUIREMENTS	\$ 4,455,000	\$ 4,455,000	\$ -



Director's Report June 2023

Marketing

The Marketing Department started receiving the influx of promotional and support materials in May to be distributed to branches for the launch of the Summer Reading Program in June. This year, the department revamped and redesigned paper reading logs, which resulted in a new format that is more engaging and user-friendly. Summer Reading ads began running in local Parks & Rec guides and in a second ValPak mailing. In partnership with the *Rogue Valley Times*, the Summer Event Guide was included in all papers distributed in the first week of June and is available at all branches as well.



MEDIA COVERAGE:

Kari May interviewed on KLOVE's "Closer Look": <https://bit.ly/3NkdTYY>

Ashland News celebrating the reopening of the Ashland Library: <https://ashland.news/ashland-public-library-fully-open-following-hvac-improvements/>

Ashland Reads Extravaganza coverage: <https://ashland.news/are-you-ready-for-some-reading>

Laurin Arnold interviewed on KOBI about the new video game collection: <https://bit.ly/3qsXng2>

PRESS RELEASES:

June Windows in Time: <https://bit.ly/3P4BzS5>

Summer Reading Announcement: <https://bit.ly/43V6ggZ>

Support Services

Coinciding with the launch of the Summer Reading Program and its "Level Up" theme, JCLS celebrated the long-awaited debut of the new Video Game Collection on June 5th. Collection Development Manager Laurin Arnold, Technical Services Manager Ashley Johnson, and their teams worked hard to select, order, catalog, process, and deliver the items to branch shelves on deadline. Every branch

received a starter collection of at least five games, including at least one for each platform: Nintendo Switch, Playstation 4, and Xbox One. The games selected for the new collection are all family friendly. Some are intended for a single player, but most are designed for multiple players, making them perfect for families and friends to play together. Within the first 24 hours of being available, over one-third of the games had already been checked out. As Arnold shared in a TV interview with KOBI-5, this collection is something patrons and staff have continually been asking for, and it is a fun and vibrant collection to offer.



Collection Development

The subscriptions for the *Rogue Valley Times* started arriving at branches last month. Some branches also added subscriptions to the *Grants Pass Daily Courier* to take advantage of their expanded coverage into Jackson County. Patrons have been appreciative to have physical newspapers that cover local events and news in the branches again.

Technical Services

The Technical Services department was especially busy with simultaneous projects this month. Acquisitions staff focused on getting final materials orders submitted for this fiscal year. Other team members visited the White City Branch for some preparatory work and planning for the reclassification of the graphic novel collections. Soon, staff members will embark on a large cataloging reclassification project that will result in JCLS having new graphic-novel-specific collections for Children, Teens, and Adults.

Facilities

The Ashland library HVAC replacement project is all but officially complete. The lone remaining task involves restarting the boilers for the heating system, which is scheduled to take place in early July. The final walk through with Jackson County Facilities Maintenance, contractor Outlier, and library staff will take place after the boilers are restarted. The branch re-opened with full services - including access to the meeting rooms - on June 1. There were some bumpy weeks toward the end of May when the AC was not yet functional, and the outside temperature was extremely warm. Ultimately, closures were deemed necessary for staff and patron safety. While there was disappointment that services were further disrupted, patrons have been very positive in their feedback about getting their comfortably air-conditioned library back to full service.

Finance

With the Fiscal Year 2024 budget process well underway, the Finance Department has implemented a new report that can be sent to branch/department managers on a monthly basis to track budget vs. actual expenses. Managers are eager to see their reports on a regular basis and have expressed gratitude for the ability to see financials directly related to their branch/department.

The District has received approximately \$7,700 from the County for Heavy Equipment Rental Tax (HERT). Last year, the District received \$24,000 in this same category. This tax was passed in 2018 through House Bill 4139. According to the house bill, "The 2 percent tax applies to the rental price of heavy equipment and tools when rented from a qualified heavy equipment (QHE) rental provider." The tax

went into effect on January 1, 2019. More information on this House Bill can be found here:

<https://www.oregon.gov/DOR/programs/businesses/Pages/hert.aspx>

As the fiscal year comes to a close, the Finance Department has implemented a purchasing freeze across the District to allow for payment of all open invoices before the end of the year. The purchasing freeze will lift on July 1, 2023.

Human Resources

As the new Fiscal Year approached, Open Enrollment launched on May 29th. JCLD's Paid Leave Oregon (PLO) equivalent plan with MetLife was submitted to and approved by the State. PLO deductions and coverage for employees will begin September 3, 2023. The benefits renewal package included the same medical insurance, an updated dental insurance plan that includes an option for orthodontia, a new vision plan, and the option to participate in a Flex Spending Account (FSA). A new Employee Assistance Program (EAP) has been added, with additional resources for mental health and general wellness.

May was also Mental Health Month. To raise awareness, the HR Team sent out links to webinars, gave EAP reminders and shared related wellness articles in the Staff Connect.

The HR Team presented “New Hire Onboarding A to Z,” another installment in the Supervisor Series training. This training gave supervisors a chance to learn about the entire recruitment and onboarding process of a new hire. The HR team has also been hard at work drafting a new training on library leadership, which will roll out later this year.

Conscient Strategies, the consulting firm selected to conduct the Employee Engagement Survey, met with a handful of staff members and conducted one-on-one interviews. The survey, using AI technology and a software system called Remesh, was conducted on Thursday, June 8. All staff were invited to participate. The 45-minute conversation consisted of numerous questions to gauge employee satisfaction. A de-brief meeting is scheduled with HR Manager Brynn Fogerty and Library Director Kari May, and Conscient Strategies will provide a summary that will be shared with staff and the board.

Public Services

Bear Creek

Ashland

May was off to an illustrious start as the Ashland Library partnered with the local Rotary Club to celebrate the Ashland Reads Extravaganza. For the first time in four years, the event was held in-person, and every first grader from the Ashland School District poured into the Ashland High School’s auditorium for singing and storytelling fun. Ashland Children’s Librarian Lynn Heerema joined Ashland School District Librarian Matt Damon and local author, musician, and song writer Tish McFadden onstage to help present the program and promote the Summer Reading Program.

After a lunch served by local firefighters, each youngster was given a book bag to take home. The Ashland Friends of the Library had provided funds for the bags, and the Rotarians stuffed them with fun items from Ashland stores and businesses and a brand-new picture book.



Talent

John Jackson of Bugs-R-Us put on a great show with his Siskiyou Mountain Wildlife program. Patrons were engaged with his presentation and children especially loved the variety of local animal pelts that he brought for them to pet. When two families wandered in as John was wrapping things up, he hauled out all the pelts again and gave them the chance to learn about them, too.

Central Area

Central Point continues to be very busy, and regular programs are heavily attended. One appreciative patron wrote of Library Associate Noel O'Brien's children's events: "She has been a huge influence in my one-year-old daughter's and my life. We so appreciated her energy, creativity, attention, and so, so, so much love! She makes each child feel so seen and loved. Each week is so different from the last, but also starts and ends the same so it feels very comfortable."

Branch Manager Erin Ulrich met with Steph Hendrickson, Executive Director of Central Point Chamber of Commerce. They discussed the Library's participation in future city-wide events and working together to promote happenings in Central Point. Hendrickson will connect Ulrich with elementary and middle schools in District 6 and at LOGOS Charter School.

Lower Rogue

The National Audubon Society Backyard Birding Program proved popular at the Applegate and Butte Falls branches. Older patrons learned about their local avian visitors while the younger attendees assembled bird feeders.

The Jacksonville Library has a beautiful new rug in its Children's Area that helps create a cozy, fun place for the kids to play at the train table.

Though the longtime President of the Friends of the Jacksonville Cemetery passed away earlier this spring, the members gathered and made sure to hang their traditional Memorial Day display honoring veterans in the library's foyer.

Ruch hosted twelve library visits from the Ruch Outdoor Community School (ROCS) in May. Kindergarteners and 1st, 4th, and 5th graders have been visiting regularly throughout the school year to check out books and enjoy a read-aloud or Storytime. During their final visit before summer break, each child selected a gift book, which included a bookmark promoting Summer Reading. They all pledged to



read “lots and lots and lots” over the summer. The kids were delighted by the new campfire Storytime rug that was added to the community room this month.

Upper Rogue

Wrapping up the school year, all of the branches have been hosting the last visits from local schools. In Eagle Point, staff - along with members of the Outreach Team and a Friend of the Library - hosted three First Grade classes from Eagle Rock Elementary. Almost sixty students walked to the library, got a behind-the-scenes tour of the branch, a storytime, and a snack. Each student left with a temporary tattoo and a goodie bag provided by the Eagle Point Friends of the Library and JCLS.

Butte Falls had several visits from the 6th grade class and the 4/5th grade classes. Library Associate Katie Misfeldt led the students on a quick tour of the branch, issued 5 new library cards, and checked out several books to some students who had never checked out a book before.

Prospect continues to see bi-weekly visits from Prospect Charter School’s 5th grade class. The enthusiastic students have expressed interest in reading about everything from herbology to ecosystems to, of course, popular series like *Wings of Fire*. Their excitement seems to have trickled out into the community. Staff report an increased use of the library by younger patrons who, in addition to checking out books and DVDs, enjoy playing ABC Mouse, coloring, playing the Uno Reverse Card Game, and practicing folds for paper airplanes featured in books.

Shady Cove

In Shady Cove, local community members continued their popular travel series with a presentation on Charleston & Savannah in May. Prior to their presentation, staff had displayed related library materials, such as history of the regions, travel guides, and recipe books. The Read Outside kits continue to fly off the shelves, and staff received many thanks for providing such fun ideas for all ages to try.



White City

Library Associate Milagros Morales helped Outreach with a presentation for the Migrant Education Parent Advisory Committee. It was wonderful to have so many families gathered at the branch excited to learn more about the library and the different resources that are available. Staff promoted the summer reading program, which was also featured in vibrant bilingual displays created by Morales.



Programs

Children’s Services

The Talent Branch hosted “Celebrate Nature with a Storytime and Scavenger Hunt,” led by Library Associate Erica Rische-Baird. The event was extra special because one of the parents had planned their child’s birthday party around it. As the scavenger hunt ended, she invited all the attendees to join a tea party in the park outside of the library. After the celebrations, the parents of the birthday girl told Rische-Baird how special and sweet the Library had made the girl’s birthday.

The Medford Children’s Department hosted its final storytime of the spring season. The group participated in a gardening activity hosted in collaboration with Library Associate Cal Baze. Kids were delighted to show off their recycled planters with the flowers and vegetation they were growing.

The Kaleidoscope Play and Learn group in Ruch remains popular, with many children and caregivers regularly attending the weekly sessions. In White City, children enjoyed participating in the Chigiri-e craft event. Chigiri-e (pronounced chee-ghee-ri-eh) is a Japanese paper craft dating back to the 8th century, using torn paper to make masterpieces.

Teen Services

With the branch open again, the Ashland teen volunteer team returned. In their first week back, teens assisted with shelf organization, made a Pride Month display, designed promotions for upcoming programs on the whiteboards, and stocked the community pantry.

Butte Falls hosted a Teen Read Outside Art Program. Staff learned through this program that this group of young patrons would like to do more art projects, giving them ideas for future programs. Meanwhile, in Shady Cove, the Dungeons & Dragons group has finally been able to start a campaign. The group will now adventure together regularly and is scheduling more meetings throughout the summer months.

Adult Services

Ashland partnered with and served as a venue for the Rogue World Music Festival Memorial Day weekend. Rogue World Music is a growing group, and the branch has been a location for their Winter Sound Walk Program for several years. Jake Blount performed on his banjo and fiddle and discussed his deep knowledge of ethnomusicology and American roots music.

On the first Saturday in May, Eagle Point hosted a Crafting with Comics event to celebrate Free Comic Book Day. Using old comic books and comic strips, patrons decorated notebooks they were then encouraged to create their comics within. It was well attended, and many more patrons got to take away some free comic books in the days following the event. Medford also celebrated Free Comic Book Day with a program facilitated by Adult Services Librarian Jonathan Ulrich. More than 200 patrons browsed the comic books, and many were happy to take home some free comic books.

Britt Festival's Music Director Teddy Abrams gave a talk at the Jacksonville Library previewing the summer season's classical line-up. He also spoke of a music project he had recently completed at Mammoth Cave National Park, where audience members were treated to a concert inside the gigantic cave. Abrams composed pieces to make the most of the cave's unique acoustics and specifically to be performed by celebrated cellist Yo-Yo Ma.

Eagle Point hosted a May the Fourth Be With You celebration on May 4th to celebrate all things Star Wars. A total of 135 people, many in costume, came during the 3-hour event where they crafted, ate themed snacks, and checked out the variety of Star Wars materials in the collection.

Outreach



Adult Services Librarian Kayla Samnath and Community Librarian for Youth Services Evelyn Lorence visited the Juvenile Detention Center twice this month. For the first visit, the kids did Kahoot trivia that focused on adjectives, nouns, and verbs. For the second visit, they listened to the first three chapters of the book *Clean Getaway* by Nic Stone, which led to a discussion with the kids about going on road trips with their families and what those experiences were like for them.

At Home Services

Due to popular demand and long holds lists, AHS has added nine new CD players, five page-sized magnifiers, and five handheld magnifiers to their reading aid collection in support of patrons' varying needs.

Now that schools have closed for the summer, another year of the National Honor Society of South Medford and Ashland High Schools' Project Sunshine has concluded. Patrons loved the 'non-wilting' flowers and springtime cards that the students made. Many recipients sent notes back saying how grateful they were, and one patron even sent back a card they made themselves featuring a beautiful hand-painted goldfinch.

Business Librarian

Business Librarian Roslyn Donald coordinated May's Downtown Quest in Medford. Sixteen businesses, including the Friends of the Medford Library, signed up to participate in this cooperative promotion. Players visited participating local businesses, where they got their "passport" stamped. Once they had five stamps, they could turn in the cards for a small prize, including a coupon for the Friends bookshop. Their completed passport also entered them in a raffle drawing for prizes from participating businesses. The Medford Library was recognized, and particularly Donald and Marketing Manager Ryan Bradley, as Downtown Business of the Month by the Downtown Medford Association because of the Downtown Quest.

DART Technology Van

May saw an increase in community events, including the Emergency Resource Fair and Made in Southern Oregon in Central Point. Along with the Housing Authority, Lorence and Samnath set up a craft activity at the Newbridge apartments. Participants made personalized coasters out of Scrabble tiles and asked Lorence and Samnath many questions about the library and the related services. They shared how much they have enjoyed and appreciated the DART van and especially the folks who staff it. Regular visits to the White City Food Pantry and transitional housing locations continued steadily through the month as well, making for a full and diversified month of events.

Education Services

Lorence stayed busy with school visits at branches throughout the month of May. Lorence collaborated with staff to present storytimes or promote resources and also wrote the [May Open Book e-newsletter](#), which featured a Q&A with Youth Services Coordinator Brystan Strong, with booklists to celebrate Asian American and Pacific Islander (AAPI) Month, and a calming coloring worksheet as a reprieve for standardized test week.



Outreach to Child Care

Library specialists Emily Hawks and Kateri Warnick attended Kiddo-Copia, a first-time event sponsored by Southern Oregon Head Start. The two spoke to 31 people and registered seven new library card holders while advertising JCLS services and the upcoming Summer Reading Program.



Social Services

Helped by recent changes to the program, the Social Services Team has thoroughly enjoyed getting back to the scope of the department and regaining focus on social work rather than security. Staff have worked on gathering information on service agencies in town to better enable referral work. The new security team and the social services department have formed a very positive relationship and have formed a cohesive team to best serve all library visitors.

Staff look forward to expanding their services throughout the library system in June, creating a structured schedule for Resource Specialists to visit all branches at designated times each month. Resource Specialists look forward to connecting with the patrons in rural branches and providing assistance to staff.

During these preparations, staff continue to provide assistance to patrons and connect them with community resources. In May, their efforts enabled seven patrons to enter programs that provide shelter and treatment. Patrons are also referred to the Social Services Team by other organizations such as the MPD livability team, Asante Medical, and Jackson Care Connect. These referrals are often for assistance with applications or printing, as well as connections with further resources.

Please see the following data collected for the month of May. The numbers are reflective of individuals accessing these resources.

Department Referrals	
Food Referral	37
SSI	1
Employment	3
Bus Pass	10
Clothing	36
Housing/ Shelter	17
Mental Health	2
Medical	17
W Meals	30

Morning Hours	
Coffee	52 cups
Foot Soaks	16
La Clinica	4
Rogue Retreat	0
Charging Stations	40
Total People	53

JACKSON COUNTY LIBRARY FOUNDATION

FY 22-23 Review and *FY 23-24 Fundraising Priorities*



info@jclf.org

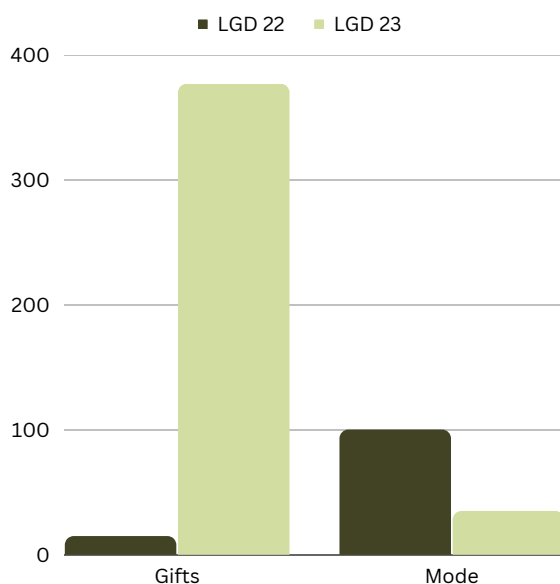
www.jclf.org

Analysis of FY 2022-2023 Fundraising

In FY '22-'23 the Foundation did a modified mailing and email campaign around Giving Tuesday and year-end giving season by simply using our own donors (approximately 500) with creative copy and graphics from a direct mail company. The campaign grossed approximately \$12,000.

For Library Giving Day this year we decided to work with the same direct mail company to acquire new donors.

The Library Giving Day 2023 campaign has grossed \$29,460 as of 6/09/23 and added 299 new donors. The total number of donations for this campaign was 381. We engaged 82 of our current donors in this campaign.



Library Giving Day 2022 raised \$3,235.94

Total gifts: 17

Most common gift amount: \$100

Library Giving Day 2023 raised \$29,460.43

Total gifts: 381

Most common gift amount: \$35

The Foundation was successful in receiving 100% of the grants it requested and at the level requested in the past two years. Staff research and meetings with funders to find the right fit for each project being presented for funding are key reasons for this success.

Challenges: In FY23, the Foundation continued to struggle with finding ways to fundraise for specific projects in support of the library. With the Library's 2022-26 Strategic Plan in place and three primary areas to focus fundraising, the Foundation has approved the following fundraising priorities to guide us through the next fiscal year. Ongoing communication between the Executive Director and the Library Director is critical to ensuring that our fundraising efforts align with their needs and strategic objectives.

Fundraising for priorities for '23-'24

The JCLF Board of Directors have voted on the fundraising goals for FY '23-'24 based on the JCLS Strategic Plan and in coordination with the Library Director. They are listed in order of priority.

GOAL 1: Raise \$100,000 and add 350 new donors

GOAL 2: Raise \$100,000 to fund the Phoenix Branch Pollinator Garden and Beehive



GOAL 3: Raise \$100,000 for Dolly Parton Imagination Library

GOAL 4: Raise \$60,000 for Book Lockers in Shady Cove and Ashland



GOAL 5: Rogue Reads

Other Events and Opportunities

Planned Giving Workshops
Major Donor Thank You Event



**JCLD Board Meeting
Memo**

Agenda Item

June 21, 2023

Title: June 2023 Financial Report

From: Brittany Brite, Finance Manager

Recommendation:

The Finance Manager recommends that the JCLD Board accept the Finance Report as presented.

Budget Impacts:

The District runs on an accrual basis of accounting. Payables are added to the books as invoices are received and paid within a two-week window. Payroll is also run on a bi-weekly basis. For the purposes of this report, payroll through 5/31/2023 has been included. Encumbered funds are not reflected in the accompanying report.

Year-to-date financials for the District look healthy. Property tax revenues are 97% of budgeted and other income is higher than expected due to interest rates and the County's Heavy Equipment Tax distributions. Other income also includes fees for ILS services, restricted revenues, unrestricted donations and printing, copying and fines at the branches. The LGIP interest rate increased to 4.05% in May 2023.

Year-to-date expenses in the general fund are approximately \$11.5M and are at 76.6% of budgeted. Personnel expenses are at 84% of budgeted and are expected to come in below budget at year end.

Capital Improvement Fund

The Ashland HVAC system is nearing completion. Currently \$773,000 has been expensed, with one remaining invoice for approximately \$40,000 that will be billed at the beginning of FY24 when the project is fully complete.

Conclusion

The District continues to analyze budgeted vs actual amounts and what expenses the District expects to fall in fiscal year 2023 versus fiscal year 2024. A District wide spending freeze began on May 15th to allow all open invoices to be paid within the current fiscal

year. With a few exceptions, staff have been asked to refrain from spending until July 1 when the new fiscal year begins.

Overall, the financials are in compliance and good standing when compared to the budget as of May 31st, 2023.

Policies, Plans, and Goals Supported:

The presentation of these financial statements follows Policy 2-1 “Financial Management” which states that the District’s accountant is responsible for preparing financial reports for the Board detailing year-to-date revenues and expenditures.

Background and Additional Information:

The quarterly financial report includes information through May 31, 2023, and has been reviewed by the Finance Committee. Data was pulled on June 13, 2023, from Incode.

Attachments:

Fiscal year 2023 YTD financial report PDF.

General Fund

	Budget	Actual	Variance	% of Budget
Beginning Fund Balance	\$ 10,750,000	\$ 10,354,974	\$ (395,026)	96.3%
Revenues	Budget	YTD	Variance	% of Budget
Property Taxes	\$ 12,013,936	\$ 11,691,384	\$ (322,552)	97.3%
Other Income	\$ 237,500	\$ 442,951	\$ 205,451	186.5%
Total Operating Revenues	\$ 12,251,436	\$ 12,134,336	\$ (117,100)	99.0%
Transfers IN from Other Funds	\$ -	\$ -	\$ -	0.0%
Total RESOURCES	\$ 23,001,436	\$ 22,489,310		
Expenses	Budget	YTD	Variance	% of Budget
Personnel Services				
Salaries & Wages	\$ 6,470,089	\$ 5,287,676	\$ (1,182,413)	81.7%
Fringe	\$ 2,638,916	\$ 2,353,084	\$ (285,832)	89.2%
Total Personnel Services	\$ 9,109,005	\$ 7,640,760	\$ (1,468,245)	83.9%
Materials & Services				
Administrative	\$ 345,100	\$ 342,531	\$ (2,569)	99.3%
Training & Recognition	\$ 56,250	\$ 28,249	\$ (28,001)	50.2%
Programs	\$ 339,750	\$ 236,794	\$ (102,956)	69.7%
Meetings & Travel	\$ 19,400	\$ 28,383	\$ 8,983	146.3%
Facilities & Contracted Services	\$ 1,242,431	\$ 1,131,140	\$ (111,291)	91.0%
Computers & Equipment	\$ 773,580	\$ 429,366	\$ (344,214)	55.5%
Library Materials	\$ 1,555,000	\$ 1,062,093	\$ (492,907)	68.3%
Utilities	\$ 400,000	\$ 314,053	\$ (85,947)	78.5%
Telecom	\$ 225,000	\$ 276,974	\$ 51,974	123.1%
Other Materials & Services	\$ 40,500	\$ 32,428	\$ (8,072)	80.1%
Total Materials & Services	\$ 4,997,011	\$ 3,882,011	\$ (1,115,000)	77.7%
Capital Outlay	\$ 250,000	\$ -	\$ (250,000)	0.0%
Contingency	\$ 680,000	\$ -	\$ (680,000)	0.0%
Total Operating Expenses	\$ 15,036,016	\$ 11,522,771	\$ (3,513,245)	76.6%
NET REVENUES/EXPENSES	\$ (2,784,580)	\$ 611,565	\$ 3,396,145	NA
Transfers OUT to Other Funds	\$ 300,000	\$ 300,000	\$ -	100.0%
Ending Fund Balance	\$ 7,665,420	\$ 10,666,539	\$ 3,001,119	139.2%
Total REQUIREMENTS	\$ 23,001,436	\$ 22,489,310		



% of Year 91.7%

For Period: **7/1/2022** through **5/31/2023**

Capital Improvement Fund

	Budget		Actual		Variance	% of Budget
Beginning Fund Balance	\$	4,550,000	\$	5,171,207	\$ 621,207	113.7%
Revenues	Budget		YTD		Variance	% of Budget
Interest Income	\$	30,000	\$	104,242	\$ 74,242	347.5%
Total Operating Revenues	\$	30,000	\$	104,242	\$ 74,242	
Transfers IN from Other Funds	\$	300,000	\$	300,000	\$ -	100.0%
Total RESOURCES	\$	4,880,000	\$	5,575,449		
Expenses	Budget		YTD		Variance	% of Budget
Materials & Services						
Programs	\$	200,000	\$	-	\$ (200,000)	0.0%
Facilities & Contracted Services	\$	970,000	\$	772,976	\$ (197,024)	79.7%
Total Materials & Services	\$	1,170,000	\$	772,976	\$ (397,024)	66.1%
Capital Outlay	\$	2,030,000	\$	38,657	\$ (1,991,343)	1.9%
Total Operating Expenses	\$	3,200,000	\$	811,633	\$ (2,388,367)	25.4%
NET REVENUES/EXPENSES	\$	(3,170,000)	\$	(707,391)	\$ 2,462,609	NA
Transfers OUT to Other Funds	\$	-	\$	-	\$ -	
Ending Fund Balance	\$	1,680,000	\$	4,763,816	\$ 3,083,816	283.6%
Total REQUIREMENTS	\$	4,880,000	\$	5,575,449		



% of Year 91.7%

For Period: 7/1/2022 through 5/31/2023

Miscellaneous Grants Funds

	Budget	Actual	Variance	% of Budget
Beginning Fund Balance	\$ 1,370,000	\$ 905,491	\$ (464,509)	66.1%
Revenues	Budget	YTD	Variance	% of Budget
Grants & Donations	\$ 250,000	\$ 301,049	\$ 51,049	120.4%
Interest	\$ 14,000	\$ 94,319	\$ 80,319	673.7%
Total Operating Revenues	\$ 264,000	\$ 395,367	\$ 131,367	149.8%
Transfers IN from Other Funds	\$ -	\$ -	\$ -	
Total RESOURCES	\$ 1,634,000	\$ 1,300,858		
Expenses	Budget	YTD	Variance	% of Budget
Personnel Services				
Salaries & Wages	\$ 300,000	\$ -	\$ (300,000)	0.0%
Fringe	\$ -	\$ -	\$ -	
Total Personnel Services	\$ 300,000	\$ -	\$ (300,000)	0.0%
Materials & Services				
Administrative	\$ -	\$ 850	\$ 850	
Training & Recognition	\$ -	\$ 4,980	\$ 4,980	
Programs	\$ 650,000	\$ 116,287	\$ (533,713)	17.9%
Computers & Technology	\$ -	\$ 5,700	\$ 5,700	
Library Materials	\$ -	\$ 4,955	\$ 4,955	
Total Materials & Services	\$ 650,000	\$ 132,771	\$ (517,229)	20.4%
Capital Outlay	\$ 250,000	\$ -	\$ (250,000)	0.0%
Total Operating Expenses	\$ 1,200,000	\$ 132,771	\$ (1,067,229)	11.1%
NET REVENUES/EXPENSES	\$ (936,000)	\$ 262,596	\$ 1,198,596	NA
Transfers OUT to Other Funds	\$ -	\$ -	\$ -	
Ending Fund Balance	\$ 434,000	\$ 1,168,087	\$ 734,087	269.1%
Total REQUIREMENTS	\$ 1,634,000	\$ 1,300,858		



Date: June 21, 2023

Title: Policy 5-3 Collection Development Policy

From: JCLS Policy Committee

Summary:

The Collection Development team, led by Collection Development Manager, Laurin Arnold, have revised and updated the Collection Development Policy. The policy was reviewed by the Policy Committee on June 6, 2023.

Recommendation:

The Policy Committee recommends that Policy 5-3 Collection Development Policy be approved as presented.

Policies, Plans, and Goals Supported:

The Collection Development Policy is a foundational document that guides one of the core service offerings of a public library: its collection. This policy supports the Library's values of inclusion, trust, and stewardship and aligns with the 2022-26 Strategic Plan as part of the goal to energize library services and resources.

Background and Additional Information:

Arnold and the Collection Development staff reviewed multiple comparable library Collection Development Policies that had been updated within the past two years as a starting point in their research to update the JCLS policy. They also referred to American Library Association resources on the topic, offered all JCLS staff the opportunity to share their ideas, and held an input session for Assistant Directors Joan Vigil and Kelda Vath to provide feedback prior to presenting a final draft for review by Library Director Kari May, and the Policy Committee.

The Collection Development Policy revision is timely in that it serves to both bolster JCLS's commitment to Intellectual Freedom, and also updates the policy to include guidelines for the Library of Things collection. The revisions also offer an opportunity to improve clarity for library staff and patrons alike.

Attachments:

- Policy 5-3 Collection Development Policy clean
- Policy 5-3 Collection Development Policy redlined



Policy 5-3	Collection Development Policy	Created: 4/13/2017 Revised: 5/19/2023 Approved: mm/dd/yyyy
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I. PURPOSE

This policy explains the scope and objectives of the collection, collection maintenance, Intellectual Freedom, and the Request for Reconsideration Process.

II. INTRODUCTION

The Jackson County Library Services (JCLS) Collection Development Policy supports the overall goals and objectives of the Library as expressed in the organization's mission, vision, values, and strategic initiatives. The Collection Development Policy is grounded in the principles of Intellectual Freedom and equal access for all. The policy outlines the practices and guidelines to create a dynamic, popular collection and uphold professional standards. The JCLS collection is one of the most visible services the Library provides to the community and this policy informs the public on how the collection is created and maintained. The Policy ensures that over time the Library's collection will continue to best serve and enrich the community.

III. SCOPE

The Library selects materials in a variety of formats and languages to meet the needs and interests of Jackson County residents. Selections are made by library staff to provide a balanced collection of educational, recreational, informational, and cultural materials appealing to the interests of a diverse population. Materials will be provided in convenient and cost-effective formats. The collection emphasizes current, popular materials, while maintaining a core collection of enduring works and local history. It is not archival or comprehensive. The Library does not aim to duplicate materials available elsewhere in the community, such as school and academic libraries, research institutions, and other community organizations.

The Library participates in cooperative resource sharing networks. These institutions select and maintain materials consistent with their individual collection development policies. Materials available through these networks do not fall under the jurisdiction of JCLS's collection development policy.

The collection is shared system-wide and distributed among the 15 branch locations.

IV. INTELLECTUAL FREEDOM

The Library will uphold Intellectual Freedom as expressed in the Library Bill of Rights, the Freedom to Read Statement and the Freedom to View Statement adopted by the American Library Association. Intellectual Freedom is the right of every individual to both seek and receive information from all points of view without restriction. It provides for free access to all expressions of ideas through which any and all sides of a question, cause or movement may be explored.

The Library's varied collection is available to all; however, it is not expected that all of the collection will appeal to everyone. Individual or group views about a particular item, subject, or type of material in the collection may not prevent its use by others. No item shall be removed because of partisan or doctrinal disapproval. The Library upholds the right of the individual to secure these resources, even though the content may be controversial, unorthodox, or unacceptable to some.

Parents and guardians, not JCLS or library staff members, have the responsibility to guide and direct the reading, listening and viewing choices of their own minor children. This responsibility does not extend to the minor children of other parents or guardians.

V. OBJECTIVES OF THE COLLECTION

A. Responsibility for Selection

The responsibility for the selection of library materials rests ultimately with the Library Director. Under the Director's guidance, staff has responsibility for the selection of materials. All staff members and residents of Jackson County are welcome to recommend materials for consideration. The library collection shall be a diverse source of information, representing as many viewpoints as possible.

B. Selection Criteria

Jackson County Library Services selects materials for all ages based on awareness of community interests and concerns, national and international issues and events, publishing trends, new insights, societal trends, and the professional judgment of selectors regarding the material's value to the Library's collection. The location of an item within the collection is determined by the intended audience. Selection decisions for the collection are not influenced by the possibility that the materials may be accessible to minors. Material is not excluded because of the race, nationality, religion, gender, sexual orientation, or political and social views of the author. Inclusion of materials does not imply agreement with or endorsement of content.

General criteria for selecting all formats of material include, but are not limited to:

- Reputation and qualifications of the author, creator, or publisher of the work
- Patron interest and demand
- Timeliness of material
- Literary and artistic merit
- Local emphasis
- Cultural influence
- Diversity of viewpoint
- Historical significance of author or subject
- Availability in other formats
- Budgetary and space considerations
- Suitability of format for library circulation and use

C. Languages

In order to be reflective of and responsive to the community which JCLS serves, the Library collects informational, recreational and educational material for all ages in languages other than English. The specific languages and allocated amounts are based on community demographics and patron interests.

VI. PATRON SUGGESTIONS

JCLS accepts suggestions from the community for possible purchase of materials. Limits may be placed on the number of suggestions individual patrons may submit within a set period. All suggestions are given serious consideration and are considered by the same criteria as all other materials purchased for the Library.

A. Local Authors

Authors who live or have lived within the boundaries of Jackson County may donate copies of their book to be added to the collection, but the Library does not guarantee inclusion in the collection. Items donated to the Library become the property of the Library and will not be returned to the donating party.

B. Library of Things

JCLS provides a Library of Things collection of non-traditional library materials that patrons have occasional use for, would like to try out prior to purchasing, or may not otherwise have access to. Overall selection guidelines apply to this collection as well as specific criteria such as:

- Usability
- Quality of construction
- Recurring maintenance requirements
- Longevity and durability
- Storage space and portability
- Cost
- Safety

C. Digital Resources

Digital resources are materials provided in electronic formats that are accessible through electronic devices. They are delivered in a variety of ways and extend the reach of the Library because they are available remotely and when libraries are closed. Digital resources are subject to the same general selection criteria as other materials. The duplication of titles among different online delivery formats is minimized.

D. Gifts – Donation of Books Policy

JCLS accepts donations of books and other material in good condition, through each location's Friends of the Library group. Donations are accepted at all locations and an acknowledgment form is provided upon request by the Friends. Donations are not added to the general collection unless under exceptional circumstances.

VII. COLLECTION MAINTENANCE

JCLS's collection is dynamic and in order to maintain a current, accurate and appealing collection, continuous evaluation is necessary. Materials are regularly added and removed. An item may be withdrawn for a variety of reasons, including, but not limited to:

- Insufficient use or lack of demand
- No longer responds to current needs or interests
- Format no longer collected

- Amount exceeds level of demand and/or space limitations
- Out-of-date information
- Availability of updated information and/or newer edition
- Aged, worn, or damaged condition

At the discretion of the Library, items that are removed from the collection may be given to the Friends of the Library, other appropriate organizations, or be disposed of.

VIII. REQUEST FOR RECONSIDERATION OF MATERIALS

JCLS recognizes the right of an individual, residing in Jackson County, to question materials in the library collection and has developed a process to address concerns. Groups or organizations may not submit a Request for Reconsideration of Materials. Limits may be placed on the number of requests individual patrons may submit within a set period.

The process includes completing a written Request for Reconsideration of Library Materials form for the specific item and submitting it to the Library Director. Only one item may be requested per form. The initial request is confidential unless the individual reveals themselves to the public, though if a decision is appealed it is considered to be part of the public record.

The Library Director will reply in writing to the individual within 30 days of receiving the completed form.

The decision of the Library Director may be appealed to the Library District Board within 30 days of receiving the response. The Board reserves the right to deny consideration of an appeal if it creates an unreasonable workload, or when the Board determines that a request lacks sufficient merit. The decision of the Board is final.

The item in question, except for a copy the staff uses for the review process, will remain in the collection pending the Library Director's written decision. Reconsideration requests for a specific title can only be submitted once every year. The Request for Reconsideration of Library Materials is attached to the policy (Attachment A).



Request for Reconsideration of Library Materials

Date of Submission: _____

If you have concerns about library materials or resources, please complete all sections of this form to ensure prompt consideration by library staff. You may attach additional documentation to support your request.

MATERIAL FOR RECONSIDERATION

Author/Creator: _____

Title: _____

Date/Edition: _____

Format:

_____ Book _____ Magazine/Newspaper _____ Video/Music
_____ Electronic Database _____ Audiobook Other: _____

Did you read, review or listen to the entire work or a portion of the work? ____ All ____ Part

What aspect of the material do you object to? Please be as specific as possible:

What specific pages/sections illustrate your concerns?

What action would you recommend the Library to take?

CONTACT INFORMATION

Name: _____ Telephone: _____

Address: _____ Email: _____

Please send completed form to: Library Director, Jackson County Library Services 205 S. Central Ave, Medford, OR 97504



Library Operations

Policies Section 5

Policy 5-3	Collection Development Policy	Created: 4/13/2017 Revised: 5/19/2023 Approved:
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I. Purpose

This policy explains the scope and objectives of the collection, collection maintenance, Intellectual Freedom, and the Request for Reconsideration Process.

~~of collection development, the objective of the collection, deselection and collection maintenance, and Intellectual Freedom.~~

II. Introduction

The Jackson County Library Services (JCLS) Collection Development Policy supports the overall goals and objectives of the Library as expressed in the organization's mission, vision, values, and strategic initiatives. The Collection Development Policy is grounded in the principles of Intellectual Freedom and equal access for all. The policy outlines the practices and guidelines to create a dynamic, popular collection and uphold professional standards. The JCLS collection is one of the most visible services the Library provides to the community and this policy informs the public on how the collection is created and maintained. The Policy ensures that over time the Library's collection will continue to best serve and enrich the community.

~~The mission of the Jackson County Library District is to connect everyone to information, ideas and each other. The Jackson County Library Services Collection Development Policy supports the strategic direction, goals and objectives of the Library as expressed in the Jackson County Library Services Strategic Plan. Jackson County Library Services is the third largest public library jurisdiction by population in Oregon, serving a population of over 200,000 through fifteen branch libraries located throughout the county. The collection consists of printed materials, audiobooks, magazines, newspapers, DVDs, databases, and digital materials.~~

III. Scope

The Library selects materials in a variety of formats and languages to meet the needs and interests of Jackson County residents. ~~to best serve the needs of the community.~~ Selections are made by

library staff to provide a balanced collection of educational, recreational, informational, and cultural materials appealing to the interests of a diverse population. Materials will be provided in convenient and cost-effective formats. The collection

Emphasizes will emphasize current, popular materials, while maintaining a core collection of enduring works and local history. It is not archival or comprehensive. The Library does not aim to duplicate materials available elsewhere in the community, such as school and academic libraries, research institutions, and other community organizations.

~~and stimulating individuals' interest in and appreciation for reading, while maintaining a core collection of classic works and local history. The greatest value is received by focusing on the~~

~~most popular and wide-spread formats and by not duplicating the comprehensive collection efforts of college and research institutions. Material selection is based on awareness of community interests and concerns, national and international issues and events, publishing trends, new insights, societal trends, and the professional judgment of selectors regarding the material's value to the Library's collection. It is the Library's intention that the collection addresses the needs and interests of its communities and reflects the diversity of the entire library service area.~~

The Library participates in cooperative resource sharing networks. These institutions select and maintain materials consistent with their individual collection development policies. Materials available through these networks do not fall under the jurisdiction of JCLS's collection development policy.

~~-~~
The physical collection is shared system-wide and distributed among the 15 branch locations.

IV. Intellectual Freedom

The Library will uphold Intellectual Freedom as expressed in the Library Bill of Rights, the Freedom to Read Statement and the Freedom to View Statement adopted by the American Library Association. Intellectual Freedom is the right of every individual to both seek and receive information from all points of view without restriction. It provides for free access to all expressions of ideas through which any and all sides of a question, cause or movement may be explored.

~~The Library supports the undeniable right of all individuals to access information that represents a full range of ideas, opinions, concepts, and thoughts regardless of that individual's age, background, gender, or race. The right to freely access information is fundamental to a democracy.~~

~~The Library will uphold the freedom to read as expressed in the Library Bill of Rights, the Freedom to Read Statement and the Freedom to View Statement adopted by the American Library Association.~~

The Library's varied collection is available to all; however, it is not expected that all of the collection will appeal to everyone. Individual or group views about a particular item, subject, or type of material in the collection may not prevent its use by others. No item shall be removed because of partisan or doctrinal disapproval. The Library upholds the right of the individual to secure these resources, even though the content may be controversial, unorthodox, or unacceptable to some.

Parents and guardians, not JCLS or library staff members, have the responsibility to guide and direct the reading, listening and viewing choices of their own minor children. This responsibility does not extend to the minor children of other parents or guardians. While anyone is free to select or reject materials for themselves or their own minor children, the freedom of others to read or inquire will not be restricted. The Library does not stand in loco parentis (in the place of parents).
~~Parents and guardians, not the Library or staff, have the responsibility to guide and direct the reading, listening and viewing choices of their own minor children. anyone is free to select or reject materials for themselves or their own minor children, the freedom of others to read or inquire will not be restricted. The Library does not stand in loco parentis (in the place of parents).~~

~~Parents and guardians, not the Library or staff, have the responsibility to guide and direct the reading, listening and viewing choices of their own minor children.~~

V. Objectives of the Collection

Responsibility for Selection

The responsibility for the selection of library materials rests ultimately with the Library Director. Under the Director's guidance, staff has responsibility for the selection of materials. All staff members and residents of Jackson County are welcome ~~the general public are encouraged~~ to recommend materials for consideration. The library collection shall be an ~~unbiased and~~ diverse source of information, representing as many viewpoints as possible.

Selection Criteria

Jackson County Library Services selects materials for all ages based on awareness of community interests and concerns, national and international issues and events, publishing trends, new insights, societal trends, and the professional judgment of selectors regarding the material's value to the Library's collection. ~~and relies extensively on professional review sources.~~ The location of an item within the collection is determined by the intended audience. Selection decisions for the collection are not influenced by the possibility that the materials may be accessible to minors.

Material is not excluded because of the race, nationality, religion, gender, sexual orientation, or political and social views of the author. Inclusion of materials does not imply agreement with or endorsement of content.

A. General criteria for selecting all formats of material include, but are not limited to:

- Reputation and qualifications of the author, creator, or publisher of the work
- Patron interest and demand
- Timeliness of material
- Literary and artistic merit
- Local emphasis
- Cultural influence
- Diversity of viewpoint
- Historical significance of author or subject
- Availability in other formats
- Budgetary and space considerations
- Suitability of format for library circulation and use

- ~~Patron interest and demand~~
- ~~Historical significance of author or subject~~
- ~~Timeliness of material~~
- ~~Local emphasis~~
- ~~Diversity of viewpoint~~
- ~~Budgetary considerations~~
- ~~Authority and accuracy~~
- ~~Literary and artistic merit~~
- Cultural influence

~~These criteria apply to both purchased and donated materials.~~

B. Languages

In order to be reflective of and responsive to the community which JCLS serves, the Library collects informational, recreational and educational material for all ages in languages other than English. The specific languages and allocated amounts are based on community demographics and patron interests.

~~The Library collects recreational and educational material in languages other than English for adults and juveniles to meet the needs of a diverse population, focusing on Spanish, which is spoken by a significant minority of residents in Jackson County.~~

VI. Patron Suggestions Driven Acquisitions

~~JCLS accepts Jackson County Library Services welcomes~~ suggestions from the community for possible purchase of materials. Limits may be placed on the number of suggestions individual patrons may submit within a set period. All suggestions are given serious consideration and are considered by the same criteria as all other materials purchased for the Library.

~~. Titles are considered by the same criteria as all other materials purchased for the Library.~~

A. Local Authors ~~and Self-Publishing~~

Authors who live or have lived within the boundaries of Jackson County may donate copies of their book to be added to the collection, but the Library does not guarantee inclusion in the collection.~~The Library accepts donated copies of self-published books but does not guarantee inclusion in the collection.~~ Items donated to the Library become the property of the Library and will~~may~~ not be returned to the donating party.

B. Library of Things~~DVD and Music Collection Guidelines~~

JCLS provides a Library of Things collection of non-traditional library materials that patrons have occasional use for, would like to try out prior to purchasing, or may not otherwise have access to. Overall selection guidelines apply to this collection as well as specific criteria such as:

- Usability
- Quality of construction
- Recurring maintenance requirements
- Longevity and durability
- Storage space and portability
- Cost
- Safety

~~Jackson County libraries maintain a broad selection of entertainment, informational, and instructional DVDs. The emphasis is on popular materials and is balanced with classic films, independent films, foreign films and documentaries. Music CDs are collected across all styles and genres.~~

C. Digital Resources

Digital resources are materials provided in electronic formats that are accessible through electronic devices. They are delivered in a variety of ways and extend the reach of the Library

because they are available remotely and when libraries are closed. Digital resources, including eBooks, eAudiobooks, streaming video, government documents and databases are subject to the same general selection criteria as other materials. The duplication of titles among different online delivery formats is minimized.

~~Digital resources extend the reach of the Library because they are available remotely and when libraries are closed.~~

D. Gifts - Donation of Books Policy

JCLS Jackson County libraries accepts donations of books and other material in good condition, through each location's Friends of the Library group. Donations are accepted at all locations and an acknowledgment form is provided upon request by the Friends. Donations are not added to the general collection unless under exceptional circumstances.

VII. ~~Deselection and~~ Collection Maintenance

JCLS's collection is dynamic and in order to maintain a current, accurate and appealing collection, continuous evaluation is necessary. Materials are regularly added and removed. An item may be withdrawn for a variety of reasons, including, but not limited to:

-
- Insufficient use or lack of demand
- No longer responds to current needs or interests
- Format no longer collected
- Amount exceeds level of demand and/or space limitations
- Out-of-date information
- Availability of updated information and/or newer edition
- Aged, worn, or damaged condition

-
At the discretion of the Library, items that are removed from the collection may be given to the Friends of the Library, other appropriate organizations, or be disposed of.

~~Withdrawal of material from the circulating collections is a vital part of successful collection-maintenance. Continuous evaluation is necessary and materials are regularly removed to maintain a current, accurate and appealing collection. An item may be deselected for several reasons, including:~~

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

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

VIII. Request for Reconsideration of Materials

~~Individual items, which in and of themselves may be controversial or offensive to some patrons or staff, may be selected if their inclusion will contribute to the range of viewpoints in the collection as a whole and the effectiveness of the Library's ability to serve its community.~~

~~JCL~~The Library recognizes the right of an individual, residing in Jackson County,
-to question materials in the library collection and has developed a process to address concerns.
Groups or organizations may not submit a Request for Reconsideration of Materials. Limits may be placed on the number of requests individual patrons may submit within a set period.

The process includes completing a written Request for Reconsideration of Library Materials form for the specific item and submitting it to the Library Director. Only one item may be requested per form. Any additional requests require the completion of separate forms. The initial request is confidential unless the individual reveals themselves to the public, though if a decision is appealed it is considered to be part of the public record.

~~the opportunity for an individual to discuss his or her opinion with a librarian, to complete a written Request for Reconsideration of Library Materials form, and to request a review of the material by librarians responsible for materials selection and the Library Director.~~ The Library Director will reply in writing to the individual within 30 days of receiving the completed form.

The decision of the Library Director may be appealed to the Library District Board within 30 days of receiving the response. The Board reserves the right to deny consideration of an appeal if it creates an unreasonable workload, or when the Board determines that a request lacks sufficient merit. The decision of the Board is final.

The ~~item-material~~ in question, except for a copy the staff uses for the review process, will remain in the collection pending the Library Director's written decision. Reconsideration requests for a specific title can only be submitted once every year. The Request for Reconsideration of Library Materials is attached to the policy (Attachment A).



Request for Reconsideration of Library Materials

Date of Submission: _____

If you have concerns about library materials or resources, please complete all sections of this form to ensure prompt consideration by library staff. You may attach additional documentation to support your request.

MATERIAL FOR RECONSIDERATION

Author/Creator ~~Producer~~: _____ Publisher: _____

Title: _____

Date/Edition: _____

Format ~~Type of Material~~:

___ Book ___ Magazine/Newspaper ___ Video/Music ~~DVD/CD~~

___ Electronic Database ___ Audiobook ~~e/CD~~ Other _____

Did you read, review or listen to the entire work or a portion of the work? ___ All ___ Part

What aspect of the material do you object to? Please be as specific as possible. ~~Please describe your concerns regarding this material:~~

What specific pages/sections illustrate your concerns?

What action would you recommend ~~like~~ the Library to take?

CONTACT INFORMATION

Name: _____ Telephone: _____

Address: _____ Email: _____

Please send completed form to: Library Director, Jackson County Library Services 205 S. Central Ave,
Medford, OR 97504



June 21, 2023

Title: Financial Policy Updates

From: Kari May, Library Director, Brittany Brite, Finance Manager and the JCLD Policy Committee

Recommendation:

The Policy Committee recommends that the board approve the Finance Policies 2-1 – 2-6.

Policies, Plans, and Goals Supported:

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

Background and Additional Information:

Per District policy, all policies held by the District should be reviewed and revised if appropriate on a regular basis. The attached policies have been reviewed by the Library Director and Finance Manager. Any proposed revisions have been reviewed by the Finance Committee, Policy Committee and JCLD Legal services.

The attached policies have been revised to remove policies that involve former finance department support from Rogue Valley Council of Governments; revise topics such as the capitalization thresholds (2-3); and add topics such as the credit card section (2-1), investment section (2-1), capital improvement fund transfers section (2-4); and add definitions (2-6) to the purchasing policy. In addition, all references to "District's accountant" has now been replaced with "Library Director."

Attachments:

- 2-1 Financial Management Policy
- 2-2 JCLD Public Contracting Rules & Procedures
- 2-3 Capital Assets Policy
- 2-4 JCLD Fund Balance Policy
- 2-5 Spending & Signing Authority Policy
- 2-6 Purchasing Policy

Financial Management Policies		Section 1
Policy 2-1	Financial Management	Created: 03/05/2015 Revised: 3/28/2023 Approved: 4/17/2023

I. Purpose

Financial management is necessary for the control of District financial affairs. The purpose of this policy is to set forth guidance for conducting all aspects of financial control and transactions.

Taxpayers entrust resources to the Jackson County Library District (the “District”) for the specific purpose of providing library services. It is not enough simply to ensure that assets are safeguarded; they also must be used efficiently and effectively to achieve their intended purpose. Thus, the District has established the following financial management objectives:

1. To ensure that all financial systems, functions, and controls meet generally accepted accounting standards;
2. To preserve capital through prudent banking and cash management activities;
3. To achieve the most productive use of cash, minimize operating costs, and to control receipts and disbursements;
4. To maintain competitive and good working relations with financial institutions;
5. To - safeguard assigned personnel.

II. Banking Services

- A. Banking services shall be solicited at least every five years on a competitive basis, and banks submitting proposals must meet the following minimum criteria:
 1. Verify that the bank is on the list of qualified depositories on the State Treasurer’s website at <https://www.oregon.gov/treasury/public-financial-services/public-depository-information/pages/list-of-qualified-depositories.aspx>
 2. Be insured by the Federal Deposit Insurance Corporation.
 3. Be able to facilitate transfers to and from the Local Government Investment Pool managed by the Oregon State Treasurer.
- B. All District bank accounts must be authorized and approved by resolution by the Board of Directors at the recommendation of the Library Director.

III. Billing and Receipts

- A. The District will invoice all vendors for amounts due on a monthly basis. An accounts receivable aging schedule will be prepared and monitored to ensure amounts due the District are collected in a timely manner. Invoices are due within 30 days of billing date.
- B. The District acknowledges that it assesses fees for lost and damaged materials and other items listed in the Library's fee schedule. These fees are not reflected in the general ledger as receivables but are recorded as revenue when received. Those fees may prevent the user from continuing to borrow materials from the Library and long overdue accounts may be turned over to a collection agency.
- C. State Funds/State Grants. If state agency/grantor is willing and it is feasible, funds will be received via the Local Government Investment Pool.

IV. Accounts Payable

- A. The District will maintain a system to age accounts payable. Invoices will be analyzed to take advantage of any discounts available.
- B. All obligations paid by the District will be reviewed to ensure proper documentation is attached and that all District requirements are met.

V. Cash Forecasting

- A. Cash forecasting is done on both a short-term and a long-term basis. Each month, the Finance Manager makes sure there are adequate resources to pay bills. Each fiscal year, the Finance Manager does a cash flow analysis to make sure there are adequate resources to pay bills throughout the fiscal year.
- B. Any extra resources are moved to the Local Government Investment Pool (LGIP) account.

VI. Budgeting

- A. Each fiscal year, the Finance Manager and Library Director will prepare an annual budget, to be approved by the Budget Committee and adopted by the Board of Directors.
- B. The District's budget will be prepared and taxes levied in accordance with Oregon's Local Budget Law in Oregon Revised Statutes (ORS) 294.305 to 294.565. For additional information about Local Budgeting in Oregon, see <https://www.oregon.gov/DOR/programs/property/Pages/local-budget.aspx>.

VII. Financial Reporting

- A. The Finance Manager is responsible for preparing financial reports on a regular basis for the Board detailing year-to-date (YTD) revenues and expenditures.

VIII. Debt

- A. The District may enter into long-term lease obligations or issue bonds to finance capital acquisitions upon approval of the Board of Directors.
- B. Before issuing any debt, the District will consult with appropriate internal and/or external financial advisors.
- C. All leases, as reported in the District's annual financial report, will be limited as follows:
 - 1. Annual leases will be limited to the economic life of the equipment or facilities to be purchased, and in no case, shall be extended beyond 20 years or as otherwise authorized by Oregon Revised Statutes (ORS).
 - 2. Lease purchases of equipment and facilities will be limited to fit within the District's stated mission, goal or government role.
 - 3. All lease-purchase payments must be included in the District's approved budget.
 - 4. Leases will follow the reporting requirements under GASB 87 for the District's annual audited Financial Statements.

IX. Internal Controls

- A. All accounting computer records must be kept secure. Persons authorized to edit or review the records must be given passwords which only enable them to access the system. More than one person should be trained on the system. Accounting records should be backed up on a regular basis.
- B. Duties will be assigned to individuals in such a manner that no one individual can control all phases of collecting cash, recording cash, and processing transactions in a way that permits errors or omissions to go undetected.
- C. Deposits should be received by a person other than the depositor of the funds to ensure that funds are placed in the proper District accounts.
- D. Cash transactions should always involve more than one individual to ensure that cash is properly recorded and deposited.
- E. All large purchases should be authorized by the Board of Directors in accordance with ORS 279A, 279B and 279C. See Policy 2-2 "Public Contracting Rules & Procedures Policy" for more information.
- F. Supporting documentation of purchases should always be verified prior to paying an invoice. Procedures should be developed for assuring adequate review and approval to determine that merchandise or services have been properly received before payment is made.

- G. More than one staff member or Board member's signature is required to sign checks on the behalf of the District. ORS 198.220 requires that any officer or staff member of the District who is charged with the possession or control of District funds and properties be bonded or have an irrevocable letter of credit issued by a commercial bank.
- H. The person who does the reconciliation of District accounts should not be the same person who writes the checks.
- I. Petty cash funds should require full documentation, including the purpose of the expenditure and who received the petty cash funds.
- J. Authorization for writing off bad debt shall be given to the Board of Directors. The Finance Manager will prepare a listing each fiscal year, if needed, for Board review and approval.

X. Authorized Personnel/Security

- A. The Library Director is authorized to open demand deposit accounts as may be required by the District. These accounts will be reviewed by the Board of Directors prior to opening.
- B. Per Statute, checking accounts require two signatures. Signatures may be made digitally or manually.
- C. The President, Vice President, Library Director, Assistant Director of Public Services and Assistant Director of Support Services are authorized to sign checks or authorize withdrawals from the checking account.
- D. The Library Director, Assistant Director of Public Services and Assistant Director of Support Services will have access and are authorized to sign on the District's Bank Accounts.
- E. The Finance manager is authorized to view the District's Bank accounts, create transfers between the LGIP and the checking account, and draft withdrawals for approval out of the checking account. All transactions will be monitored by the Library Director.
- F. Checks are to be in a secure place at all times during business hours and locked in a filing cabinet during non-business hours.
- G. The Library Director is responsible for maintaining a current signature card with the appropriate financial institution.

XI. Investments

- A. It is the District's policy to invest public funds in secure investments with a high rate of return while still holding enough cash flow for daily operations.
- B. The District has three primary objectives related to investments:
 - Safety of Principal- Investments will be made with the Oregon Local Government Investment Pool (LGIP). Investments made with other institutions should agree with the District's policy to preserve funds and

invest capital in a manner that provides a return on investment while sustaining security for the funds.

- Liquidity- The investment fund shall be liquid enough to provide the Library Director and Finance Manager with the ability to move funds for operating expenses and capital projects.
 - Return on Investment- The District's investment portfolio should be created to provide a high return on investment while sustaining the safety of principal and liquidity objectives.
- C. Investment discussions should include the Library Director, Finance Manager and Finance Committee. Discussions should be held with due care, ensuring that decisions are made with prudence, discretion and knowledge.
- Those involved in the investment process shall refrain from personal business activity that could conflict or give the appearance of conflicting with the investment decision or impair the ability to make impartial decisions.
- D. The Library Director is approved to engage in new investment institutions by board resolution.
- E. The District should evaluate all investments on a regular basis to ensure that the objectives are sustained.
- F. The District's revenue sources will be deposited into District accounts as follows:
- Property tax and other county related revenues will be deposited directly into the LGIP account and moved to the operating bank account as necessary to fulfill operating expense obligations
 - Grant funding and service-related revenues will be deposited to the District's operating bank account.
- G. The Library Director and Finance Manager have the authority to transfer funds from the investment account to the District's bank account.
- H. The Library Director, Finance Manager and Board members will not use or permit the use of library funds or assets for their own personal benefit or profit nor will they require a staff member to perform a service that would personally benefit another member.
- I. Segregation of duties shall be in place to prevent one person from being in sole control of the District's funds. The District has safeguards in place to prevent the use of District funds without the consent of more than one staff or board member.

XII. Credit Cards

- A. The Library Director is authorized to open credit cards in the name of the District following the guidelines for bank services listed in II of this policy.
- B. The District's line of credit may not exceed the amount approved by Board resolution.
- C. Only approved positions shall be listed on the District's credit card user agreement as authorized users. Approved positions include: library

administration, area managers and department heads. Any additional users will be reviewed and approved by the Library Director.

- D. District credit cards should be used for transactions already approved by the District's budget. Credit cards should only be used in instances where a check payment, purchase order or invoice option is not available or if the payment cannot be made in a timely manner.
- E. District cards may be used for travel to District related events by authorized users.
- F. Any individual who uses the District credit card shall submit all corresponding receipts to the Finance department with appropriate transaction coding as soon as possible following the purchase.
- G. District issued credit cards may not be used for cash advances or personal expenses of any kind. Employee misuse or abuse of a credit card in violation of this policy will result in consequences up to and including termination.
- H. Approved users will review the credit card policy and sign a credit card agreement that will also be signed by the Library Director or Assistant Director.
- I. Credit Cards will be paid electronically on a regular basis by the Finance Department.
- J. Credit Card transactions will be reviewed by the Library Director and Finance Manager regularly.

XIII. Audits/Auditors

- A. The District will conduct an audit annually.
- B. Assigned personnel are to cooperate with all auditors, external and internal, regarding any records maintained for or by the District.
- C. All external and internal audit reports are to be sent to the Board of Directors, the Library Director, and the Finance Manager.
- D. The Finance Manager together with the Library Director shall respond in writing to all external audit reports stating what actions have been taken to address the findings contained in the audit.

Financial Management Policies **Section 1**

Policy 2-1	Financial Management	Created: 03/05/2015 Revised: 10/11/2018 <u>3/28/2023</u> Approved: 10/11/2018 <u>4/17/2023</u>
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I. Purpose

Financial management is necessary for the control of District financial affairs. The purpose of this policy is to set forth ~~administrative rules~~ guidance for conducting all aspects of financial control and transactions.

Taxpayers entrust resources to the Jackson County Library District (the “District”) for the specific purpose of providing library services. It is not enough simply to ensure that assets are safeguarded; they also must be used efficiently and effectively to achieve their intended purpose. Thus, the District has established the following financial management objectives:

1. To ensure that all financial systems, functions, and controls meet generally accepted ~~auditing-accounting~~ standards;
2. To preserve capital through prudent banking and cash management activities;
3. To achieve the most productive use of cash, minimize operating costs, and to control receipts and disbursements;
4. To maintain competitive and good working relations with financial institutions;
5. To ~~provide safety to~~ safeguard assigned personnel.

~~II. Accounting Services Contractor~~

~~The District currently contracts with the Rogue Valley Council of Governments to provide accounting services. The contract is reviewed annually and can be a three-year contract at the discretion of the Board of Directors. As used in this policy, “District’s accountant” refers to the District’s contract accountant.~~

~~III.II.~~ **Banking Services**

- A. Banking services shall be solicited at least every five years on a competitive basis, and banks submitting proposals must meet the following minimum criteria:
 1. Verify that the bank is on the list of qualified depositories on the State Treasurer’s website at <https://www.oregon.gov/treasury/public-financial-services/public-depository-information/pages/list-of-qualified-depositories.aspx>

2. Be insured by the Federal Deposit Insurance Corporation.
3. Be able to facilitate transfers to and from the Local Government Investment Pool managed by the Oregon State Treasurer.

~~4. Provide annual audited financial statements.~~

- B. All District bank accounts must be authorized and approved by resolution by the Board of Directors at the recommendation of the ~~District's accountant~~ Library Director.

IV.III. Billing and Receipts

- A. The District will invoice all vendors for amounts due on a monthly basis. An accounts receivable aging schedule will be prepared and monitored to ensure amounts due the District are collected in a timely manner. Invoices are due within 30 days of billing date.
- B. The District acknowledges that it assesses fees for lost and damaged materials and other items listed in the Library's fee schedule. These fees are not reflected in the general ledger as receivables but are recorded as revenue when received. Those fees may prevent the user from continuing to borrow materials from the Library and long overdue accounts ~~are~~ may be turned over to a collection agency.
- C. State Funds/State Grants. If state agency/grantor is willing and it is feasible, funds will be received via the Local Government Investment Pool.

V.IV. Accounts Payable

- A. The District will maintain a system to age accounts payable. Invoices will be analyzed to take advantage of any discounts available.
- B. All obligations paid by the District will be reviewed to ensure proper documentation is attached and that all District requirements are met.

VI.V. Cash Forecasting

- A. Cash forecasting is done on both a short-term and a long-term basis. Each month, the ~~District's accountant~~ Finance Manager makes sure there are adequate resources to pay bills. Each fiscal year, the ~~District's accountant~~ Finance Manager does a cash flow analysis to make sure there are adequate resources to pay bills throughout the fiscal year.
- B. Any extra resources are moved to the Local Government Investment Pool (LGIP) account.

VII.VI. Budgeting

- A. Each fiscal year, the ~~District's accountant~~ Finance Manager and Library Director will ~~provide assistance in the preparation~~ prepare ~~of~~ an annual budget, to be approved by the Budget Committee and adopted by the Board of Directors.
- B. The District's budget will be prepared and taxes levied in accordance with Oregon's Local Budget Law in Oregon Revised Statutes (ORS) 294.305 to 294.565. For additional information about Local Budgeting in Oregon, see <https://www.oregon.gov/DOR/programs/property/Pages/local-budget.aspx>.

~~VIII.~~VII. Financial Reporting

- A. The ~~District's accountant~~ Finance Manager is responsible for preparing ~~a monthly~~ financial reports on a regular basis for the Board detailing year-to-date (YTD) revenues and expenditures.

~~IX.~~VIII. Debt

- A. The District may enter into long-term lease obligations or issue bonds to finance capital acquisitions upon approval of the Board of Directors.
- B. Before issuing any debt, the District will consult with appropriate internal and/or external financial advisors.
- C. All leases, as reported in the District's annual financial report, will be limited as follows:
 - 1. Annual leases will be limited to the economic life of the equipment or facilities to be purchased, and in no case, shall be extended beyond 20 years or as otherwise authorized by Oregon Revised Statutes (ORS).
 - 2. Lease purchases of equipment and facilities will be limited to fit within the District's stated mission, goal or government role.
 - 3. All lease-purchase payments must be included in the District's approved budget.
 - ~~3.4.~~ Leases will follow the reporting requirements under GASB 87 for the District's annual audited Financial Statements.

~~X.~~IX. Internal Controls

- A. All accounting computer records must be kept secure. Persons authorized to edit or review the records must be given passwords which only enable them to access the system. More than one person should be trained on the system. Accounting records should be backed ~~up~~ on a regular basis.
- B. Duties will be assigned to individuals in such a manner that no one individual can control all phases of collecting cash, recording cash, and processing transactions in a way that permits errors or omissions to go undetected.

- C. Deposits should be received by a person other than the depositor of the funds to ensure that funds are placed in the proper District accounts.
- D. Cash transactions should always involve more than one individual to ensure that cash is properly recorded and deposited.
- E. All large purchases should be authorized by the Board of Directors in accordance with ORS 279A, 279B and 279C. See Policy 2-2 "Public Contracting Rules & Procedures Policy" for more information.
- F. Supporting documentation of purchases should always be verified prior to paying an invoice. Procedures should be developed for assuring adequate review and approval to determine that merchandise or services have been properly received before payment is made.
- G. More than one staff member or Board member ~~'s signature should be is~~ required to sign checks on the behalf of the District. ORS 198.220 requires that any officer or staff member of the District who is charged with the possession or control of District funds and properties be bonded or have an irrevocable letter of credit issued by a commercial bank.
- H. The person ~~that who~~ does the reconciliation of District accounts should not be the same person ~~that who~~ writes the checks. ~~If it is not possible to have separate functions, then the books must at least be reviewed regularly by the Board of Directors or someone who does not write the checks.~~
- I. Petty cash funds should require full documentation, including the purpose of the expenditure and who received the petty cash funds.
- J. Authorization for writing off bad debt shall be given to the Board of Directors. The ~~District's accountant~~ Finance Manager will prepare a listing annually in May each fiscal year, if needed, for Board review and approval.

XI.X. Authorized Personnel/Security

- A. The ~~District's accountant~~ Library Director is authorized to open demand deposit accounts as may be required by the District. These accounts will be reviewed by the Board of Directors prior to opening.
- B. Per Statute, Cchecking accounts require two ~~manual~~ signatures. Signatures may be made digitally or manually.
- C. The President, Vice President, Library Director, Assistant Director of Public Services and Assistant Director of Support Services are authorized to sign checks or authorize withdrawals from the checking account.
- D. The Library Director, Assistant Director of Public Services and Assistant Director of Support Services will have access and are authorized to sign on the District's Bank Accounts.
- ~~B-E.~~ The Finance manager is authorized to view the District's Bank accounts, create transfers between the LGIP and the checking account, and draft withdrawals for

approval out of the checking account. All transactions will be monitored by the Library Director.

~~C.F.~~ Checkbooks are to be in a secure place at all times during business hours and locked in a filing cabinet during non-business hours.

~~D.G.~~ The ~~District's accountant~~ Library Director is responsible for maintaining a current signature card with the appropriate financial institution.

~~XII~~.XI. Investments

~~XII.~~ The District will have a written investment policy adopted annually by the Board of Directors.

- A. It is the District's policy to invest public funds in secure investments with a high rate of return while still holding enough cash flow for daily operations.
- B. The District has three primary objectives related to investments:
 - Safety of Principal- Investments will be made with the Oregon Local Government Investment Pool (LGIP). Investments made with other institutions should agree with the District's policy to preserve funds and invest capital in a manner that provides a return on investment while sustaining security for the funds.
 - Liquidity- The investment fund shall be liquid enough to provide the Library Director and Finance Manager with the ability to move funds for operating expenses and capital projects.
 - Return on Investment- The District's investment portfolio should be created to provide a high return on investment while sustaining the safety of principal and liquidity objectives.
- C. Investment discussions should include the Library Director, Finance Manager and Finance Committee. Discussions should be held with due care, ensuring that decisions are made with prudence, discretion and knowledge.
 - Those involved in the investment process shall refrain from personal business activity that could conflict or give the appearance of conflicting with the investment decision or impair the ability to make impartial decisions.
- D. The Library Director is approved to engage in new investment institutions by board resolution.
- E. The District should evaluate all investments on a regular basis to ensure that the objectives are sustained.
- F. The District's revenue sources will be deposited into District accounts as follows:
 - Property tax and other county related revenues will be deposited directly into the LGIP account and moved to the operating bank account as necessary to fulfill operating expense obligations
 - Grant funding and service-related revenues will be deposited to the District's operating bank account.
- G. The Library Director and Finance Manager have the authority to transfer funds from the investment account to the District's bank account.
- H. The Library Director, Finance Manager and Board members will not use or permit the use of library funds or assets for their own personal benefit or profit nor will they require a staff member to perform a service that would personally benefit another member.
- I. Segregation of duties shall be in place to prevent one person from being in sole control of the District's funds. The District has safeguards in place to prevent the

use of District funds without the consent of more than one staff or board member.

XIII. Credit Cards

- A. The Library Director is authorized to open credit cards in the name of the District following the guidelines for bank services listed in II of this policy.
- B. The District's line of credit may not exceed the amount approved by Board resolution.
- C. Only approved positions shall be listed on the District's credit card user agreement as authorized users. Approved positions include: library administration, area managers and department heads. Any additional users will be reviewed and approved by the Library Director.
- D. District credit cards should be used for transactions already approved by the District's budget. Credit cards should only be used in instances where a check payment, purchase order or invoice option is not available or if the payment cannot be made in a timely manner.
- E. District cards may be used for travel to District related events by authorized users.
- F. Any individual who uses the District credit card shall submit all corresponding receipts to the Finance department with appropriate transaction coding as soon as possible following the purchase.
- G. District issued credit cards may not be used for cash advances or personal expenses of any kind. Employee misuse or abuse of a credit card in violation of this policy will result in consequences up to and including termination.
- H. Approved users will review the credit card policy and sign a credit card agreement that will also be signed by the Library Director or Assistant Director.
- I. Credit Cards will be paid electronically on a regular basis by the Finance Department.
- A.J. Credit Card transactions will be reviewed by the Library Director and Finance Manager regularly.

~~XIII.~~XIV. Audits/Auditors

- A. The District will conduct an audit annually.
- B. Assigned personnel are to cooperate with all auditors, external and internal, regarding any records maintained for or by the District.
- C. All external and internal audit reports are to be sent to the Board of Directors, the Library Director, ~~District auditor~~, and the ~~District's accountant~~ Finance Manager.
- D. The ~~District's accountant~~ Finance Manager together with the ~~District Administrator~~ Library Director shall respond in writing to all external audit reports stating what actions have been taken to address the findings contained in the audit.



Policy 2-2	Contracting Rules & Procedures	Created: 4/2/2015 Approved:
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Purpose

This policy explains the District’s adoption of ORS 279A, 279B, and 279C (“Oregon’s Public Contracting Code”) and Attorney General’s Model Public Contracting Rules (“Model Rules”) as the contracting rules for the District with exceptions adopted by the Board through Resolution 2015-03.

Introduction

Oregon’s Public Contracting Code requires the District to adopt guidelines related to public contracting. The District’s policy must include the Public Contracting Code’s threshold requirements but otherwise can create a policy that meets the needs of the District. Per Resolution 2015-03, the District adheres to the Public Contracting Code and Attorney General’s Model Public Contracting Rules with the exception of the details in this policy.

EXHIBIT A

PUBLIC CONTRACTING RULES AND PROCEDURES

A. Personal Services

- (1) **Definition.** “Personal Services” shall be defined to include those services that require specialized technical, creative, professional, or communication skills or talents, unique and specialized knowledge, or the exercise of discretionary judgment, and for which the quality of the service depends on attributes that are unique to the service provider. Such services shall include, but are not limited to architects, engineers, surveyors, photogrammetrists, transportation planners, attorneys, accountants, auditors, computer programmers, artists, designers, performers, and consultants. The Board President, Library Director or their designee shall have the authority to determine whether a particular service is a “personal service” under this definition.

Personal service contracts do not require a competitive bidding process. When screening or selecting a personal service contractor, the District will consider qualifications, performance history, expertise, knowledge and creativity, and the ability to exercise sound judgment. The selection is based primarily on these factors rather than price.

- (2) **Contracts for Personal Services other than Architectural, Engineering and Surveying Services and Related Services.** These personal services contracts shall be awarded according to the procedures described in ORS 279B.070. However, by separate resolution, the Local Contract Review Board may authorize certain personal services contracts, or a class of personal services contracts, to be exempted from competitive proposal requirements according to the requirements of ORS 279B.085. Contracts exempted from competitive proposal processes may be awarded by

direct appointment. Personal services contracts existing on the effective date of these Rules may be extended by direct appointment.

(3) Contracts for Architectural, Engineering and Surveying Services and Related Services.

Unless otherwise provided in this Section, contracts for Architectural, Engineering and Surveying Services and Related Services shall be awarded according to ORS 279C.110(3). A contract for Architectural, Engineering, and Surveying Services may be entered into by direct appointment if such contract is estimated not to exceed \$100,000 in a calendar year, or if the project described in the contract consists of work that has been substantially described, planned, or otherwise previously studied or rendered in an earlier contract with the consultant that was awarded under these Rules, and the new contract is a continuation of that project.

B. Delegation

- (1) Except when otherwise provided in these rules, the powers and duties of the Local Contract Review Board under the Public Contracting Code must be exercised and performed by the District's Board of Directors.
- (2) Unless otherwise limited by the Local Contract Review Board or these Rules, all powers and duties given or assigned to contract agencies by the Public Contracting Code may be exercised or performed by the Board President, Library Director or their designee, including the authority to enter into emergency contracts pursuant to ORS 279B.080 and 279C.320(1).

C. Special Procurements and Exemption from Competitive Bidding Requirements

- (1) The Local Contract Review Board may exempt certain contracts or classes of contracts for public improvements from competitive bidding according to the procedures described in ORS 279C.335. When exempting a public improvement from competitive bidding, the Local Contract Review Board may authorize the contract to be awarded using a Request for Proposals using the process described in OAR 137-049-0640 through 137-049-0690.
- (2) The Local Contract Review Board may exempt from competitive bidding certain contracts or classes of contracts for procurement of goods and services according to the procedures described in ORS 279B.085.

The following classes of contract are hereby declared to be exempt from the public bidding requirements:

- a. A contract or class of contracts exempt by Statute or Rule under: ORS 279A.025, 279B.085 and 279C.335; or other statute, administrative rule, other applicable law or judicial action, unless otherwise limited by these Rules.
- b. A contract or class of contracts made exempt by the Board under ORS 279A.025 and 279C.335 and these Rules.
- c. An emergency contract made exempt under these Rules (see "Emergency Contracts").
- d. A contract made with an attorney or auditor unless otherwise noted in a separate District policy.
- e. Contracts made with other public agencies or the federal government, or with professional associations representing public agencies or the federal government.

- f. Contracts for the purchase of materials where competitive bids for the same materials have been obtained by other public agencies or the federal government, or with professional associations representing public agencies or the federal government, and the contract is to be awarded to the party to whom the original contract was awarded so long as the price of the materials is the same or lower than that in the original contract (see “Cooperative Procurements”).
- g. Contracts which are predominantly for personal services. Such contracts may include a contract that calls for specialized skills, knowledge and resources in the application of highly technical or scientific expertise, or the exercise of professional, artistic or management discretion or judgment, and other supplemental materials required for providing the services (see “Personal Services”).
- h. Contracts for the purchase of goods and materials where the rate or price for the goods or services being purchased is established by federal, state or local regulatory authority.
- i. Contracts for the purpose of investment of public funds, the borrowing of funds, or for banking services.
- j. Contracts for licenses and maintenance of computer hardware, computer software, and telecommunications products (including cable, video and television products).
- k. Contracts for purchase or acquisition of computer hardware, computer software, and telecommunications products and services (including cable, video and television products and services.)
- l. Contracts for purchase where there is only one seller or price of a product of the quality required that is available within a reasonable purchase area.
- m. Contracts for the purchase of services, equipment or supplies for the maintenance, repair or conversion of existing equipment are exempt if required for the efficient utilization of the equipment.
- n. Contracts for the purchase of food or food supplies.
- o. Contracts under a certain dollar amount (see “Small Procurements” and “Intermediate Procurements”).
- p. Contracts for the purchase of goods or services made exempt for state agencies under OAR Chapter 125, unless otherwise limited by these Rules.
- q. Purchase of items or services of an artistic nature.
- r. Contracts for periodicals, including journals, magazines, and similar publications.
- s. Contracts for the purchase of gasoline, diesel fuel, heating oil, and lubricants.
- t. Contracts for removal, cleanup or transport of hazardous materials. “Hazardous materials” include any material or substance which may pose a present or future threat to human health or the environment.
- u. Contracts for insurance.
- v. Contracts for purchase or lease of office photocopiers.
- w. Contracts for purchase of used motor vehicles, including but not limited to used heavy construction equipment.
- x. Contracts for the purchase of copyrighted materials.
- y. Contracts for the purchase of advertising, including legal advertising intended for the purpose of giving public notice.
- z. Contracts for the purchase of all utilities including, but not limited to, electric power, gas, water, and sewage, as well as internet, telephone, telecommunications, data transmission and cable television services.

D. Emergency Contracts

- (1) "Emergency" shall be defined as follows: "Circumstances that (a) could not have reasonably been foreseen; (b) create a substantial risk of loss, damage, or interruption of services or a substantial threat to property, public health, welfare or safety; and (c) require prompt execution of a contract to remedy the condition."
- (2) The Board President or his/her designee shall have authority to determine when emergency conditions exist sufficient to warrant an emergency contract. The nature of the emergency and the method used for the selection of the contractor shall be documented.
- (3) Emergency contracts may be awarded as follows:
 - a. Goods and Services. Emergency contracts for procurement of goods and services may be awarded pursuant to ORS 279B.080 and section B, "Delegation," of these Rules.
 - b. Public Improvements. The District hereby adopts OAR 137-049-0150 as its contracting rules for awarding a public improvement contract under emergency conditions.

E. Small Procurements (Under\$ 10,000).

- (1) Public contracts under \$10,000 are not subject to competitive bidding requirements. The Board President or his/her designee shall make a reasonable effort to obtain competitive quotes in order to ensure the best value for the District.
- (2) The District may amend a public contract awarded as a small procurement beyond the \$10,000 limit in accordance with OAR 137-047-0800.

F. Intermediate Procurements

- (1) A contract for procurement of goods and services estimated to cost between \$10,000 and \$150,000 in a calendar year, or a contract for a public improvement that is estimated to cost between \$10,000 and \$150,000 in a calendar year, may be awarded according to the processes for intermediate procurements described in ORS 279B.070.
- (2) The District may amend a public contract awarded as an intermediate procurement beyond the stated limitations in accordance with OAR 137-047-0800, provided the cumulative amendments shall not increase the total contract price to a sum that is greater than twenty-five percent (25%) of the original contract price.

G. Purchases from Federal Catalogs

Subject to applicable Board approval requirements stated in the District's Contracting Rules, the District may purchase goods from federal catalogues without competitive bidding when the procurement is pursuant to 10 USC 381, the Electronic Government Act of 2002 (Public Law 107-347). Purchases under other federal laws will be permitted upon a finding by the Local Contract Review Board that the law is similar to such Act in effectuating or promoting transfers of property to contracting agencies.

H. Purchasing Through Government Agency Contracts (Cooperative Procurements)

Whenever feasible, the District may purchase from contracts available through governmental agencies, which includes, but is not limited to State, City, County, and Special Districts. Contracts between agencies utilizing an existing solicitation or current requirement, requires that:

- (1) The original contract meets competitive procurement requirements.
- (2) The original contract identifies the cooperative procurement group or each participating purchasing contracting agency and specifies the estimated contract requirements, and
- (3) No material change is made in the terms, conditions or prices of the contract from the original contract.

I. Disposal of Surplus Property

- (1) "Surplus Property" is defined as any personal property of the District that has been determined by the Board President or his/her designee as being of no use or value to the District.
- (2) The Board President or his/her designee may dispose of surplus property as follows:
 - a. For surplus property deemed to have an estimated salvage value of \$50,000 or less, the Board President may authorize the property to be sold, donated or to be destroyed.
 - b. For surplus property deemed to have an estimated salvage value of more than \$50,000, the Board of Directors may authorize the Board President to dispose of the property in any appropriate manner.
- (3) Surplus property may be disposed of in the manner that is most advantageous to the District or the community at large, including, but not limited to, the following:
 - a. Public Auction. Auctions must be sufficiently advertised in the manner that is most likely to obtain a competitive bidding pool for the property.
 - b. Donation. Surplus property may be donated or sold to any non-profit organization, any other local government, or any state or federal program created to dispose of surplus property.
 - c. Disposal. Surplus property determined to be of insufficient value to merit auction or donation may be disposed of in any appropriate manner.

J. Appeals of Prequalification Decisions and Debarment Decisions

- (1) Review of the District's prequalification and debarment decisions shall be as set forth in ORS 279B.425. The following additional procedures shall apply to hearings on such decisions by the LCRB:
 - a. Notices shall be submitted in writing to the Board President. Appeals filed after the filing period stated in ORS 279B.425 shall not be heard.
 - b. Upon opening of the hearing, the Board President or his/her designee shall explain the District's decision being appealed and the justification thereof. The Appellant shall then be heard. Time for the Appellant's testimony shall be established by the Board President. The Appellant may submit any testimony or evidence relevant to the decision or the appeal. Any

party requesting time to testify in support of the appeal shall then be heard, subject to time limits established by the Board President.

- c. Once all testimony and evidence in support of the appeal is heard, any party requesting time to testify in support of the District's decision shall be provided time to be heard, with time limits established by the Board President. Any party testifying in opposition to the appeal may submit any testimony or evidence relevant to the decision or the appeal. Once all testimony in opposition to the appeal has been heard, the Appellant may request time to provide rebuttal testimony. At the conclusion of the rebuttal testimony, if any, the Board President shall close the hearing.
- d. When issued in writing according to the requirements of ORS 279B.425, the LCRB's decision and order shall be final.

K. Electronic Advertising

Pursuant to ORS 279C.360 and ORS 279B.055(C)(4c), electronic advertisement of public contracts in lieu of newspaper publication is authorized when it is cost-effective to do so. The Board President or his/her designee shall have the authority to determine when electronic publication is appropriate and consistent with the District's public contracting policies (OAR 137-47-0270(3)).

RESOLUTION 2015-03

~~RESOLUTION ADOPTING PUBLIC CONTRACTING RULES AND PROCEDURES~~

~~WHEREAS, the Jackson County Library District (the “District”) is an Oregon Special District, subject to Oregon’s public contracting laws; and~~

~~WHEREAS, the Jackson County Library District’s Board of Directors serves as the District’s Local Contract Review Board (“LCRB”); and~~

~~WHEREAS, ORS 279A.065(5) provides that a local contracting agency may adopt its own rules of procedure for public contracting that:~~

- ~~A. Specifically state that the model rules adopted by the Attorney General do not apply to the contracting agency; and~~
- ~~B. Prescribe the rules of procedure that the contracting agency will use for public contracts, which may include portions of the model rules adopted by the Attorney General;~~

~~Now, therefore, BE IT RESOLVED:~~

- ~~1. That, except as otherwise provided herein, the District hereby adopts the provisions of ORS 279A, 279B, and 279C (“Oregon’s Public Contracting Code”), and the Attorney General’s Model Public Contracting Rules (“Model Rules”) as the contracting rules for the District, as such Model Rules and Oregon’s Public Contracting Code now exist or are later modified.~~
- ~~2. That the District affirmatively adopts the public contracting rules described in Exhibit A, which is attached to this Resolution and incorporated herein by reference. The Rules described in Exhibit A shall be in addition to, and shall supersede any conflicting provisions in, the Model Rules.~~
- ~~3. That the District shall regularly review changes in the Public Contracting Code and the Model Rules to ensure that the Rules adopted in Exhibit A are consistent with current law.~~
- ~~4. That the Personal Services Policy approved by the District on July 23, 2014 is hereby replaced.~~

~~The above resolution statement was approved by the Board of the Jackson County Library District and declared adopted this ____ day of _____, 2015.~~

By:

Attest:

Board President

Recording Secretary

Board Vote:

Monica Weyhe _____
Maureen Swift _____
Susan Kiefer _____
Jill B. Turner _____
Carol Doty _____



Financial Management Policies

Section 2

<u>Policy 2-2</u>	<u>Contracting Rules & Procedures</u>	<u>Created: 4/2/2015</u> <u>Approved:</u>
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Purpose

This policy explains the District’s adoption of ORS 279A, 279B, and 279C (“Oregon’s Public Contracting Code”) and Attorney General’s Model Public Contracting Rules (“Model Rules”) as the contracting rules for the District with exceptions adopted by the Board through Resolution 2015-03.

Introduction

Oregon’s Public Contracting Code requires the District to adopt guidelines related to publicDistrict contracting. The District’s policy must include the Public Contracting Code’s threshold requirements but otherwise can create a policy that meets the needs of the District. Per Resolution 2015-03, the District adheres to the Public Contracting Code and Attorney General’s Model Public Contracting Rules with the exception of the details in this policy Exhibit A.

EXHIBIT A

PUBLIC CONTRACTING RULES AND PROCEDURES

A. Personal Services

(1) **Definition.** “Personal Services” shall be defined to include those services that require specialized technical, creative, professional, or communication skills or talents, unique and specialized knowledge, or the exercise of discretionary judgment, and for which the quality of the service depends on attributes that are unique to the service provider. Such services shall include, but are not limited to architects, engineers, surveyors, photogrammetrists, transportation planners, attorneys, accountants, auditors, computer programmers, artists, designers, performers, and consultants. The Board President, Library Director or ~~his/her~~ their designee shall have the authority to determine whether a particular service is a “personal service” under this definition.

Personal service contracts do not require a competitive bidding process. When screening or selecting a personal service contractor, the District will consider qualifications, performance history, expertise, knowledge and creativity, and the ability to exercise sound judgment. The selection is based primarily on these factors rather than price.

(2) **Contracts for Personal Services other than Architectural, Engineering and Surveying Services and Related Services.** These personal services contracts shall be awarded according to the procedures described in ORS 279B.070. However, by separate resolution, the Local Contract Review Board may authorize certain personal services contracts, or a class of personal services contracts, to be exempted from competitive proposal requirements according to the requirements of ORS 279B.085. Contracts exempted from competitive proposal processes may be awarded by direct appointment. Personal services contracts existing on the effective date of these Rules may be extended by direct appointment.

(3) **Contracts for Architectural, Engineering and Surveying Services and Related Services.** Unless otherwise provided in this Section, contracts for Architectural, Engineering and Surveying Services and Related Services shall be awarded according to ORS 279C.110(3). A contract for Architectural, Engineering, and Surveying Services may be entered into by direct appointment if such contract is estimated not to exceed \$100,000 in a calendar year, or if the project described in the contract consists of work that has been substantially described, planned, or otherwise previously studied or rendered in an earlier contract with the consultant that was awarded under these Rules, and the new contract is a continuation of that project.

B. Delegation

(1) Except when otherwise provided in these rules, the powers and duties of the Local Contract Review Board under the Public Contracting Code must be exercised and performed by the District’s Board of Directors.

(2) Unless otherwise limited by the Local Contract Review Board or these Rules, all powers and duties given or assigned to contract agencies by the Public Contracting Code may be exercised or performed by the Board President, Library Director or ~~his/her~~ their designee, including the authority to enter into emergency contracts pursuant to ORS 279B.080 and 279C.320(1).

C. Special Procurements and Exemption from Competitive Bidding Requirements

(1) The Local Contract Review Board may exempt certain contracts or classes of contracts for public improvements from competitive bidding according to the procedures described in ORS 279C.335. When exempting a public improvement from competitive bidding, the Local Contract Review Board may authorize the contract to be awarded using a Request for Proposals using the process ~~process for public improvements, according to the processes~~ described in OAR 137-049-0640 through 137-049-0690.

(2) The Local Contract Review Board may exempt from competitive bidding certain contracts or classes of contracts for procurement of goods and services according to the procedures described in ORS 279B.085.

The following classes of contract are hereby declared to be exempt from the public bidding requirements:

- a. A contract or class of contracts exempt by Statute or Rule under: ORS 279A.025, 279B.085 and 279C.335; or other statute, administrative rule, other applicable law or judicial action, unless otherwise limited by these Rules.
- b. A contract or class of contracts made exempt by the Board under ORS 279A.025 and 279C.335 and these Rules.
- c. An emergency contract made exempt under these Rules (see “Emergency Contracts”).
- d. A contract made with an attorney or auditor unless otherwise noted in a separate District policy.
- ~~d.e.~~ Contracts made with other public agencies or the federal government, or with professional associations representing public agencies or the federal government.
- ~~e.f.~~ Contracts for the purchase of materials where competitive bids for the same materials have been obtained by other public agencies or the federal government, or with professional associations representing public agencies or the federal government, and the contract is to be awarded to the party to whom the original contract was awarded so long as the price of the materials is the same or lower than that in the original contract (see “Cooperative Procurements”).
- ~~f.g.~~ Contracts which are predominantly for personal services. Such contracts may include a contract that calls for specialized skills, knowledge and resources in the application of highly technical or scientific expertise, or the exercise of professional, artistic or management discretion or judgment, and other supplemental materials required for providing the services (see “Personal Services”).
- ~~g.h.~~ Contracts for the purchase of goods and materials where the rate or price for the goods or services being purchased is established by federal, state or local regulatory authority.
- ~~h.i.~~ Contracts for the purpose of investment of public funds, the borrowing of funds, or for banking services.
- ~~i.j.~~ Contracts for licenses and maintenance of computer hardware, computer software, and telecommunications products (including cable, video and television products).
- ~~j.k.~~ Contracts for purchase or acquisition of computer hardware, computer software, and telecommunications products and services (including cable, video and television products and services.)
- ~~k.l.~~ Contracts for purchase where there is only one seller or price of a product of the quality required that is available within a reasonable purchase area.
- ~~l.m.~~ Contracts for the purchase of services, equipment or supplies for the maintenance, repair or conversion of existing equipment are exempt if required for the efficient utilization of the equipment.

- ~~m-n~~. Contracts for the purchase of food or food supplies.
- ~~n-o~~. Contracts under a certain dollar amount (see “Small Procurements” and “Intermediate Procurements”).
- ~~o-p~~. Contracts for the purchase of goods or services made exempt for state agencies under OAR Chapter 125, unless otherwise limited by these Rules.
- ~~p-q~~. Purchase of items or services of an artistic nature.
- ~~q-r~~. Contracts for periodicals, including journals, magazines, and similar publications.
- ~~r-s~~. Contracts for the purchase of gasoline, diesel fuel, heating oil, and lubricants.
- ~~s-t~~. Contracts for removal, cleanup or transport of hazardous materials. “Hazardous materials” include any material or substance which may pose a present or future threat to human health or the environment.
- ~~t-u~~. Contracts for insurance.
- ~~u-v~~. Contracts for purchase or lease of office photocopiers.
- ~~v-w~~. Contracts for purchase of used motor vehicles, including but not limited to used heavy construction equipment.
- ~~w-x~~. Contracts for the purchase of copyrighted materials.
- ~~x-y~~. Contracts for the purchase of advertising, including legal advertising intended for the purpose of giving public notice.
- ~~y-z~~. Contracts for the purchase of all utilities including, but not limited to, electric power, gas, water, and sewage, as well as internet, telephone, telecommunications, data transmission and cable television services.

D. Emergency Contracts

- (1) “Emergency” shall be defined as follows: “Circumstances that (a) could not have reasonably been foreseen; (b) create a substantial risk of loss, damage, or interruption of services or a substantial threat to property, public health, welfare or safety; and (c) require prompt execution of a contract to remedy the condition.”
- (2) The Board President or his/her designee shall have authority to determine when emergency conditions exist sufficient to warrant an emergency contract. The nature of the emergency and the method used for the selection of the contractor shall be documented.
- (3) Emergency contracts may be awarded as follows:
 - a. Goods and Services. Emergency contracts for procurement of goods and services may be awarded pursuant to ORS 279B.080 and section B, "Delegation," of these Rules.
 - b. Public Improvements. The District hereby adopts OAR 137-049-0150 as its contracting rules for awarding a public improvement contract under emergency conditions.

E. Small Procurements (Under\$ 10,000).

- (1) Public contracts under \$10,000 are not subject to competitive bidding requirements. The Board President or his/her designee shall make a reasonable effort to obtain competitive quotes in order to ensure the best value for the District.
- (2) The District may amend a public contract awarded as a small procurement beyond the \$10,000 limit in accordance with OAR 137-047-0800.

F. Intermediate Procurements

(1) A contract for procurement of goods and services estimated to cost between \$10,000 and \$150,000 in a calendar year, or a contract for a public improvement that is estimated to cost between \$10,000 and \$150,000 in a calendar year, may be awarded according to the processes for intermediate procurements described in ORS 279B.070.

(2) The District may amend a public contract awarded as an intermediate procurement beyond the stated limitations in accordance with OAR 137-047-0800, provided the cumulative amendments shall not increase the total contract price to a sum that is greater than twenty-five percent (25%) of the original contract price.

G. Purchases from Federal Catalogs

Subject to applicable Board approval requirements stated in the District's Contracting Rules, the District may purchase goods from federal catalogues without competitive bidding when the procurement is pursuant to 10 USC 381, the Electronic Government Act of 2002 (Public Law 107-347). Purchases under other federal laws will be permitted upon a finding by the Local Contract Review Board that the law is similar to such Act in effectuating or promoting transfers of property to contracting agencies.

H. Purchasing Through Government Agency Contracts (Cooperative Procurements)

Whenever feasible, the District may purchase from contracts available through governmental agencies, which includes, but is not limited to State, City, County, and Special Districts. Contracts between agencies utilizing an existing solicitation or current requirement, requires that:

- (1) The original contract meets competitive procurement requirements.
- (2) The original contract identifies the cooperative procurement group or each participating purchasing contracting agency and specifies the estimated contract requirements, and
- (3) No material change is made in the terms, conditions or prices of the contract from the original contract.

I. Disposal of Surplus Property

- (1) "Surplus Property" is defined as any personal property of the District that has been determined by the Board President or his/her designee as being of no use or value to the District.
- (2) The Board President or his/her designee may dispose of surplus property as follows:
 - a. For surplus property deemed to have an estimated salvage value of \$50,000 or less, the Board President may authorize the property to be sold, donated or to be destroyed.
 - b. For surplus property deemed to have an estimated salvage value of more than \$50,000, the Board of Directors may authorize the Board President to dispose of the property in any appropriate manner.

(3) Surplus property may be disposed of in the manner that is most advantageous to the District or the community at large, including, but not limited to, the following:

- a. Public Auction. Auctions must be sufficiently advertised in the manner that is most likely to obtain a competitive bidding pool for the property.
- b. Donation. Surplus property may be donated or sold to any non-profit organization, any other local government, or any state or federal program created to dispose of surplus property.
- c. Disposal. Surplus property determined to be of insufficient value to merit auction or donation may be disposed of in any appropriate manner.

J. Appeals of Prequalification Decisions and Debarment Decisions

(1) Review of the District's prequalification and debarment decisions shall be as set forth in ORS 279B.425. The following additional procedures shall apply to hearings on such decisions by the LCRB:

- a. Notices shall be submitted in writing to the Board President. Appeals filed after the filing period stated in ORS 279B.425 shall not be heard.
- b. Upon opening of the hearing, the Board President or his/her designee shall explain the District's decision being appealed and the justification thereof. The Appellant shall then be heard. Time for the Appellant's testimony shall be established by the Board President. The Appellant may submit any testimony or evidence relevant to the decision or the appeal. Any party requesting time to testify in support of the appeal shall then be heard, subject to time limits established by the Board President.
- c. Once all testimony and evidence in support of the appeal is heard, any party requesting time to testify in support of the District's decision shall be provided time to be heard, with time limits established by the Board President. Any party testifying in opposition to the appeal may submit any testimony or evidence relevant to the decision or the appeal. Once all testimony in opposition to the appeal has been heard, the Appellant may request time to provide rebuttal testimony. At the conclusion of the rebuttal testimony, if any, the Board President shall close the hearing.
- d. When issued in writing according to the requirements of ORS 279B.425, the LCRB's decision and order shall be final.

K. Electronic Advertising

Pursuant to ORS 279C.360 and ORS 279B.055(C)(4c), electronic advertisement of public contracts in lieu of newspaper publication is authorized when it is cost-effective to do so. The Board President or his/her designee shall have the authority to determine when electronic publication is appropriate and consistent with the District's public contracting policies (OAR 137-47-0270(3)).

Policy 2-3	Capital Assets	Created: 10/1/2018 Revised: 3/28/2023 Approved: 4/17/2023
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I. Purpose

Capital assets purchased or constructed by the Jackson County Library District (“District”) represent a major investment by the taxpayers. The purpose of this policy is to set forth the accounting policy as to how capital assets are to be accounted for and reported.

II. Capital Asset Definition

Capital assets, also referred to herein as fixed assets, are major assets that benefit more than a single accounting period. They include such items as land, buildings, furnishings and equipment, vehicles, and improvements.

III. Capital Asset Categories

The District will use the following capital asset categories when accounting for capital assets:

- a) Land
- b) Buildings and building improvements
- c) Leasehold improvements
- d) Equipment and furniture
- e) Vehicles
- f) Artwork, and
- g) Construction in progress
- h) Library collection

Items that are not considered capital (fixed) assets including the following:

- Cash and securities
- Merchandise held for resale
- Routine repairs not extending the life of the building or asset
- Library materials and databases

IV. Capitalization Thresholds

The District will capitalize all assets with an estimated useful life in excess of one year and an individual unit cost of \$5,000 or more, including accessories, freight and installation, and other ancillary costs. Replacement of components of a system which meet the \$5,000 shall be treated as fixed assets. Assets less than an individual unit cost of \$5,000 that are part of an improvement or renovation such as furniture or equipment for a space refresh will be considered as a capitalized asset as part of the total improvement cost. Any item that is donated and has a current market value of \$5,000 or more shall be considered a fixed asset. The only exceptions will be assets acquired by grant funds from other governmental agencies. Assets purchased using grant funds will be identified based on the requirements of the grantor.

The capitalization thresholds may be measured at the following levels at the District's discretion:

1. Individual assets
2. Similar types of assets grouped together in a class
3. A subsystem of assets, which make up a segment of a network
4. A network of assets
5. Expensed minor equipment, computer software, or intangible assets
6. Capital Projects – Construction in progress assets
7. Furniture & equipment used as part of an improvement or renovation

V. Estimated Useful Lives

"Estimated useful life" means the estimated number of years that an asset will be able to be used for the purpose for which it was intended when purchased. Estimated useful life is used to allocate the cost of the asset over the period of time in which the District is expected to receive benefit from the asset. The periodic charge of the benefit is called depreciation expense, and is reported in the District's financial statements. The following table sets forth the useful life of each category of capital asset that is depreciated.

Capital Asset Classification	Assumed Useful Life (in years)
Buildings and improvements	40
Leasehold improvements	7 to 10
Furniture	10 to 20
Equipment	5 to 10
Vehicles	Up to 8 (subject to mileage thresholds)
Library Collections	3 to 5
Right-of-use Assets	Depends on life of the lease

Assets subject to depreciation will be depreciated recognizing one-half year's depreciation in the year of acquisition.

VI. Recording Capital Assets

Capital assets are to be reported and depreciated in the District's financial statements. The Finance Manager will assign the value of capital assets as follows:

1. By recording the actual purchase cost;
2. When actual costs are not available, by estimating the fair market value as of the date received;
3. Upon disposal of a capital asset, by removing the cost or estimated historical cost of the item from the value of fixed assets;
4. By recording any revenue from the disposition of surplus property in the same fund that was used to purchase the capital asset.

The Finance Manager will work with the external auditor to prepare an annual report that establishes the value of all fixed assets at historical cost, and depreciated over their useful lives. In the case of a donated asset, it shall be recorded at its estimated fair value at the time of acquisition. The following parameters further refine the recording of capital assets.

- a) Land is recorded at historical cost and is not depreciated.
- b) Artwork is recorded at historical cost and is not depreciated.
- c) Expenditures classified as construction in progress will be recorded at historical cost, and will not begin to be depreciated until the construction is complete and the expenditure is reclassified to another capital asset classification.

VII. Depreciation Method

Assets subject to depreciation will be depreciated using a straight-line method.

VIII. Selling or Disposing of Capital Assets

The District will attempt to retain capital assets until the end of their expected useful life, or they become obsolete or unrepairable. . The District follows state procurement statutes regarding the disposal of surplus property unless otherwise noted in policy 2-2 "Public Contracting Rules and Procedures".

Policy 2-3	Capital Assets	<p>Created: 10/1/2018</p> <p>Revised: <u>3/28/2023</u></p> <p>Approved: <u>10/11/2018</u> <u>4/17/2023</u></p>
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I. Purpose

Capital assets purchased or constructed by the Jackson County Library District ("District") represent a major investment by the taxpayers. The purpose of this policy is to set forth the accounting policy as to how capital assets are to be accounted for and reported.

~~II. Accounting Services Contractor~~

~~The District currently outsources accounting services to the Rogue Valley Council of Government. As used in this policy, "District's accountant" refers to the District's contract accountant.~~

~~III.~~ II. Capital Asset Definition

Capital assets, also referred to herein as fixed assets, are major assets that benefit more than a single accounting period. They include such items as land, buildings, furnishings and equipment, ~~and~~ vehicles, and improvements.

~~IV.~~ III. Capital Asset Categories

The District will use the following capital asset categories when accounting for capital assets:

- a) Land
- b) Buildings and building improvements
- c) Leasehold improvements
- d) Equipment and furniture
- e) Vehicles
- f) Artwork, and
- g) Construction in progress
- ~~g)h)~~ Library collection

Items that are not considered capital (fixed) assets including the following:

- Cash and securities
- Merchandise held for resale
- Routine repairs not extending the life of the building or asset
- Library ~~collection,~~ materials and databases

V-IV. Capitalization Thresholds

The District will capitalize all assets with an estimated useful life in excess of one year and an individual unit cost of \$5,000 or more, including accessories, freight and installation, and other ancillary costs. Replacement of components of a system which meet the \$5,000 shall be treated as fixed assets. Assets less than an individual unit cost of \$5,000 that are part of an improvement or renovation such as furniture or equipment for a space refresh will be considered as a capitalized asset as part of the total improvement cost. Any item that is donated and has a current market value of \$5,000 or more shall be considered a fixed asset.

The only exceptions will be assets acquired by grant funds from other governmental agencies. Assets purchased using grant funds will be identified based on the requirements of the grantor.

The capitalization thresholds may be measured at the following levels at the District's discretion:

1. Individual assets
2. Similar types of assets grouped together in a class
3. A subsystem of assets, which make up a segment of a network
4. A network of assets
5. Expensed minor equipment, computer software, or intangible assets
6. Capital Projects – Construction in progress assets
- 6-7. Furniture & equipment used as part of an improvement or renovation

V-V. Estimated Useful Lives

"Estimated useful life" means the estimated number of years that an asset will be able to be used for the purpose for which it was intended when purchased. Estimated useful life is used to allocate the cost of the asset over the period of time in which the District is expected to receive benefit from the asset. The periodic charge of the benefit is called depreciation expense, and is reported in the District's financial statements. The following table sets forth the useful life of each category of capital asset that is depreciated.

Capital Asset Classification	Assumed Useful Life (in years)
Buildings and improvements	40
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Vehicles	Up to 8 (subject to mileage thresholds)
<u>Library Collections</u>	<u>3 to 5</u>
<u>Right-of-use Assets</u>	<u>Depends on life of the lease</u>

Assets subject to depreciation will be depreciated recognizing one-half year's depreciation in the year of acquisition.

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Capital assets are to be reported and depreciated in the District's financial statements. The ~~District's accountant~~ Finance Manager will assign the value of capital assets as follows:

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3. Upon disposal of a capital asset, by removing the cost or estimated historical cost of the item from the value of fixed assets;
4. By recording any revenue from the disposition of surplus property in the same fund that was used to purchase the capital asset.

The ~~District's accountant~~ Finance Manager will work with the external auditor to prepare an annual report that establishes the value of all fixed assets at historical cost, and depreciated over their useful lives.

In the case of a donated asset, it shall be recorded at its estimated fair value at the time of acquisition. The following parameters further refine the recording of capital assets.

- a) Land is recorded at historical cost and is not depreciated.
- b) Artwork is recorded at historical cost and is not depreciated.
- c) Expenditures classified as construction in progress will be recorded at historical cost, and will not begin to be depreciated until the construction is complete and the expenditure is reclassified to another capital asset classification.

~~VII.~~VI. Depreciation Method

Assets subject to depreciation will be depreciated using a straight-line method.

~~VIII.~~VII. Selling or Disposing of Capital Assets

The District will attempt to retain capital assets until the end of their expected useful life, or they become obsolete or unrepairable. ~~There is a separate fiscal policy statement approved by the District Board of Directors covering the process of selling or disposing of District capital assets. The District follows state procurement statutes regarding the disposal of surplus property unless otherwise noted in policy 2-2 "Public Contracting Rules and Procedures".~~

~~IX.~~ Computer and Office Equipment Inventory

~~This policy is intended to address those capital assets that must be tracked for external financial reporting purposes. There are other assets that do not need to be included in external financial statements, but do need to be inventoried and controlled for internal control purposes. Although most computer equipment and office equipment will fall below the dollar threshold for capitalization, the District is to maintain a separate inventory of all computer equipment and office equipment to improve internal control and safeguard these assets due to their relatively small size and the ease in which they could be lost or stolen.~~

Policy 2-4	Fund Balance	Created: 11/08/2018 Approved: 11/08/2018
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I. Purpose

Fund balance represents the difference between total assets and total liabilities in governmental funds. The fund balance serves as a measure of the financial resources available to a government. The Jackson County Library District Board of Directors ("District") has approved a Fund Balance Policy that establishes the minimum level at which the General Fund balance should be maintained.

This policy is established to provide financial stability, cash flow for operations, and the assurance that the District will be able to respond to emergencies with fiscal strength.

II. Definitions

The Governmental Accounting Standards Board (GASB) issued Statement No. 54 in February 2009, incorporating changes in the reporting requirements for fund balances on the balance sheets of governmental funds. Statement No. 54 requires the use of five fund balance classifications. The five classifications comprise a hierarchy based primarily on the extent to which a government is bound to observe constraints imposed upon the use of the resources reported in governmental funds.

The five categories of fund balance, as established by GASB Statement No. 54, are as follows:

1. **Non-spendable fund balance** represents amounts that are not in a spendable form. The non-spendable fund balance represents prepaid items (e.g., prepaid insurance)
2. **Restricted fund balance** represents amounts that are legally restricted by outside parties for a specific purpose (e.g., grant requirements, donor requirements, debt covenants, or other governments) or restricted by law (constitutionally or by enabling legislation).
3. **Committed fund balance** represents funds formally set aside by the governing body for a particular purpose (e.g., Capital Improvement Fund). In order to add or remove a constraint on committed funds the Board must take formal action before the end of the fiscal year.
4. **Assigned fund balance** represents amounts that are constrained by the expressed intent to use resources for specific purposes that do not meet the criteria to be classified as restricted or committed (e.g., working capital).
5. **Unassigned (or unrestricted) fund balance** represents all spendable amounts not contained in the other classifications.

III. Order of Spending

The District will spend the most restricted dollars before the less restricted, in the following order: restricted, committed, assigned, unassigned.

IV. Minimum Ending Fund Balance

To preserve a sound financial system and to provide a stable financial base, it is the goal of the District to maintain a minimum General Fund ending fund balance equal to four months' worth of General Fund expenditures at June 30th.

V. Capital Improvement Fund Transfers

If the District has an ending General Fund balance above 10% over the minimum ending fund balance per this policy, then the board will evaluate and approve the transfer of funds above 10%, not to exceed \$2M, from the General Fund to the Capital improvement Fund for future projects.

VI. Monitoring Minimum Fund Balances

The Library Director and Board will monitor revenue collections, expenditures, and availability of cash by reviewing regular financial reports. The Library Director shall advise the Board whenever revenue projections suggest that revenue will fall short of expectations, unexpected expenditures will exceed budget, or minimum fund balances may not be met by the end of the fiscal year.

VII. Replenishing Fund Balance Shortfalls

Whenever the unassigned ending fund balance of the General Fund falls below the benchmark provided for in this policy, the Library Director shall present a plan to the Board of Directors that would return the unassigned fund balance to four months' worth of operating expenditures at year end within one to three fiscal years.

Policy 2-4	Fund Balance	Created: 11/08/2018 Approved: 11/08/2018
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I. Purpose

Fund balance represents the difference between total assets and total liabilities in governmental funds. The fund balance serves as a measure of the financial resources available to a government. The Jackson County Library District Board of Directors ("District") has approved a Fund Balance Policy that establishes the minimum level at which the General Fund balance should be maintained.

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The ~~District Administrator~~Library Director ~~or~~ and Board will monitor revenue collections, expenditures, and availability of cash by reviewing monthly regular financial reports. The ~~District Administrator~~Library Director shall advise the Board whenever revenue projections suggest that revenue will fall short of expectations, unexpected expenditures will exceed budget, or minimum fund balances may not be met by the end of the fiscal year.

~~VI.~~VIII. Replenishing Fund Balance Shortfalls

Whenever the unassigned ending fund balance of the General Fund falls below the benchmark provided for in this policy, the ~~District Administrator~~Library Director shall present a plan to the Board of Directors that would return the unassigned fund balance to four months' worth of operating expenditures at year end within one to three fiscal years.



Financial Management Policies

Section 2

Policy 2-5	Spending and Signing Authority	Created: 03/02/2020 Revised: 3/28/2023 Approved: 4/17/2023
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I. Purpose

The purpose of this policy is to establish spending and signing authority for the Library Director in order to execute agreements with third parties for and on behalf of the District as delineated by the Library District Board.

II. Spending Authority

With respect to third-party agreements and contracted expenditures, the Library Director will follow Board priorities as outlined in the District's annual budget. Specifically:

1. The Library Director is hereby authorized to make single purchases for amounts not to exceed \$50,000 of budgeted expenses, unless already approved within the fiscal year's adopted budget.
2. The Library Director is hereby authorized to make purchases of multiple items that result in an aggregate cost exceeding \$50,000 insofar as these combined expenditures are specifically budgeted during the annual budget process and as long as the total cost does not exceed the budget allocation. (Examples: book purchases, payroll costs, computers.)
3. The Library Director is hereby authorized to approve purchases, in any amount, that were previously approved by the Board as part of a contract award. (Example: construction costs.)
4. The Library Director is hereby authorized to approve the purchase of emergency services or materials with the caveats that these purchases comply with Oregon Revised Statutes, the District's Contracting Rules & Procedures policy, do not exceed the budgeted allocation for the pertinent expenditure category and that the Board will be informed of the expenditures in a timely manner.

All purchases must comply with the District's public contracting rules and purchasing procedures.

III. Signing Authority

The Board may delegate authority to the Library Director to enter into contracts or to sign other written instruments and to take financial actions binding on the District. Accordingly, the Board hereby delegates signing authority to the Library Director to sign any contract or agreement that does not specifically require Board action, as outlined in Section II of this Policy.



Policy 6- 12- <u>5</u>	Spending and Signing Authority	Created: 03/02/2020 Reviewed: <u>Revised:</u> <u>3/28/2023</u> Approved: 03/12/2020 <u>4/17/2023</u>
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All purchases must comply with the District's public contracting rules and purchasing procedures.

III. Signing Authority

The ~~District's Governance Policies state that the~~ Board may delegate authority to the Library Director to enter into contracts or to sign other written instruments and to take financial actions binding on the District. Accordingly, the Board hereby delegates signing authority to the Library Director to sign any contract or agreement that does not specifically require Board action, as outlined in Section II of this Policy.

Financial Management Policies		Section 1
Policy 2-6	Purchasing Policy	<p>Created: 05/10/2023</p> <p>Revised:</p> <p>Approved:</p>

I. Purpose

It is of utmost importance that District staff treat the use of public funds in accordance with Policies approved by the District Board, Generally Accepted Accounting Principles (GAAP), and Oregon State Ethics Commission guidelines. The main purposes of this policy are:

- To ensure responsible use of District resources
- Ensure proper accounting of all purchases
- Establish authorizations necessary to utilize District resources
- Avoid conflicts of interest or potential conflicts of interest by establishing guideline for use of District resources
- Streamline the ability to acquire goods/services to maintain quality operations

II. Definitions

Auto Renewal Clause – any service contract or service subscription provision compelling the renewal of said contract or subscription without prior approval from the District and/or until affirmatively canceled or terminated.

Bid solicitation – a procurement tool for goods or services which most commonly includes a Request for Proposal, Invitation to Bid, or Request for Quote.

Budget – the adopted budget of the Library District and any supplemental approvals. This document is available at all times on the District website or through the Finance Department.

Competitive Bidding – the process by which an Oregon State government entity procures goods and/or services through a solicitation with preset selection criteria to any and all qualified bidders, generally with the intent of procuring the product or service that provides the best value to said government entity.

Competitive Sealed Bidding – the process by which an Oregon State government procures goods or services that exceed \$150,000 in value through an Invitation to Bid, and where said government entity awards the contract at issue to the lowest responsive and responsible bidder without any negotiation with the bidders. Public notice must be provided and invite offerors to submit bids by a specific submittal date.

Contract – any agreement, whether verbal or written, that creates a legal obligation between the Library District and an external organization.

Invoice – a document provided by a vendor requesting payment for products or services.

Procurement Card – a company credit card that is used solely for the purchase of items for the District.

Purchase Order – an agreement between the Library District and a vendor for delivery of goods and services at an agreed upon price. Purchase orders are considered to be legally binding contracts.

Purchasing Authority – ability to make purchasing decisions on behalf of the Library.

Record Retention – the act of retaining and safeguarding purchase records and/or documents for the required period of time based on record or document type.

Request for Proposal (RFP) – a common procurement tool used to solicit and acquire goods and/or services for the District.

Shop Local - the District's preference to purchase goods and/or services from vendors within the District boundaries whenever reasonably possible.

Supplier Diversity – a proactive purchasing program that encourages the use of minority-owned, women owned, veteran owned, and historically underutilized business (HUB zone) vendors whenever feasible.

Terms – expectations and obligations of vendors conducting business with the District.

Total Cost of Acquisition – total amount of a purchase that takes into account staff time necessary to make/inspect purchases, delivery costs, return rates, time of delivery, and other miscellaneous costs that can be attributed to purchases and that can be quantified.

Vendor – any provider of goods and/or services to the District.

III. Purchasing Guidelines

Some key guidelines for purchasing include:

Purchasing Authority/Budget

Only department heads and branch managers are authorized to initiate purchases. All purchases should have been planned for during the budget process. While there will certainly be instances when a purchase may not have been planned, it still must have budget resources available before the process can move forward. The finance team will support department heads with monthly review of resources/spending, but it is still the responsibility of department heads and branch managers to ensure purchases are within budget or modifications are made for unexpected resource needs.

Vendor Choice

In general, purchases from a vendor that are under \$10,000 in a calendar year do not require any formal bid solicitation. Purchases that will exceed \$10,000 and are under \$150,000 should have documentation that at least **three** quotes from different vendors were solicited for competitive proposals. These do not necessarily need to be formal RFPs, but written documentation of good faith efforts to get competitive pricing should be maintained.

Bids that exceed \$150,000 should be completed by a **competitive bidding process**, as outlined in ORS279B.055. In all cases, bids of this magnitude will require review of the Local Contract Review Board.

Purchasing Process

Once a vendor is identified and selected, the purchasing process will usually contain the following steps:

- Final negotiation of price and terms with vendor
- Purchasing decision (may require a formal Purchase Order – in such instances contact the Finance team before proceeding)
- Receipt/inspection of product and/or services
- Receipt of invoice from vendor
- Issuance of payment to vendor

To help ensure a smoother purchasing process, the following best practices should always be followed:

- Research your product/services in advance and look for the best total cost of acquisition to be good stewards of public resources. This is especially important when looking at online purchases vs. using local vendors, where cost of delivery, time until delivery and other logistical concerns (inspection, assembly requirements, return rates, etc.) can add to the cost of the transaction
- Contact the finance team once the purchasing decision is made to ensure vendor is set up in the system. Try to get the legal name, address, phone number, email and a W-9 (if applicable). The finance team will assist you in retrieving this information.
- Confirm all products or services are properly received and/or delivered before accepting an invoice for payment. Invoices should never be submitted to the finance team without proper confirmation that products or services were received and/or delivered satisfactorily.
- Ensure that invoices are mailed to the office or sent directly to finance@jcls.org for proper record retention.
- Provide the finance team with budget information (account codes) for all purchases.
- Bring all vendor requests for payments or other communications immediately to the attention of the finance team.

Contracting Authority

Only the Library Director and Local Contracting Board can sign contracts on behalf of the District. As purchase orders and auto renewal clauses can be construed as contracts, these agreements must be brought to the attention of the Library Director before a purchasing decision can be made. Please see Policy 2-2 “Contracting Rules & Procedures” and Policy 2-5 “Spending and Signing Authority” for more information.

Financial Management Policies

Section 1

Policy 2-6	Purchasing Policy	Created: 05/10/2023 Revised: Approved:
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I. Purpose

It is of utmost importance that District staff treat the use of public funds in accordance with Policies approved by the District Board, Generally ~~ly Accounting A~~ Accepted Accounting Principles (GAAP), and Oregon State Ethics Commission guidelines. The main purposes of this policy are:

- To ensure responsible use of District resources
- Ensure proper accounting of all purchases
- Establish authorizations necessary to utilize District resources
- Avoid conflicts of interest or potential conflicts of interest by establishing guideline for use of District resources
- Streamline the ability to acquire goods/services to maintain quality operations

II. Definitions

Auto Renewal Clause – any service contract or service subscription provision compelling the renewal of said contract or subscription without prior approval from the District and/or until affirmatively canceled or terminated. ~~-automatic subscription for services based on date of renewal without requiring an authentication/approval.~~

Bid solicitation – a procurement tool for goods or services which most commonly includes a Request for Proposal, Invitation to Bid, or Request for Quote. ~~sending out a request for bids. In most cases, at least 3 quotes are required by State law.~~

Budget – the adopted budget of the Library District and any supplemental approvals. This document is available at all times on the District website or through the Finance Department.

Competitive Bidding – the any process by which an Oregon State government entity procures goods and/or services through a solicitation with preset selection criteria to any and all qualified bidders, generally with the intent of procuring the product or service that provides the best value to said government entity. ~~that seeks multiple vendors to provide a product or service before making a purchasing decision.~~

Competitive Sealed Bidding – the process by which an Oregon State government procures goods or services that exceed \$150,000 in value through an Invitation to Bid, and where said government entity awards the contract at issue to the lowest responsive and responsible bidder without any negotiation with the bidders. ~~An invitation for bid is prepared including specifications for the goods, services, construction, and/or administrative requirements.~~ Public notice must be provided and invite offerors to submit bids by a specific submittal date.

Contract – any ~~document agreement, whether verbal or written, that requires a signature that~~ creates a legal obligation between the Library District and an external organization.

Invoice – a document provided by a vendor requesting payment for products or services.

Procurement Card – a company credit card that is used solely for the purchase of items for the District.

Purchase Order – an agreement between the Library District and a vendor for delivery of goods and services at an agreed upon price. Purchase orders are considered to be legally binding contracts.

Purchasing Authority – ability to make purchasing decisions on behalf of the Library.

Record Retention – the act of retaining and safeguarding purchase records and/or documents for the required period of time based on record or document type. capturing and storing information necessary to ensure data exists regarding all purchases.

Request for Proposal (RFP) – a common ~~business procurement~~ tool used to solicit and acquire goods and/or services for the establish intent for the District ~~to make large scale purchases and invite vendors to submit competitive bids/proposals.~~

Shop Local - the District's preference ~~intent to provide preference~~ to purchase goods and/or services from vendors within the District boundaries whenever reasonably possible.

Supplier Diversity – a proactive purchasing program that encourages the use of minority-owned, women owned, veteran owned, and historically underutilized business (HUB zone) vendors whenever feasible.

Terms – expectations and obligations of ~~for payment by~~ vendors ~~after delivering their products/services to the Library~~ conducting business with the District.

Total Cost of Acquisition – total amount of a purchase that takes into account staff time necessary to make/inspect purchases, delivery costs, return rates, time of delivery, and other miscellaneous costs that can be attributed to purchases and that can be quantified.

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Only department heads and branch managers are authorized to initiate purchases. All purchases should have been planned for during the budget process. While there will certainly be instances when a purchase may not have been planned, it still must have budget resources available before the process can move forward. The finance team will support department heads with monthly review of resources/spending, but it is still the responsibility of department heads and branch managers to ensure purchases are within budget or modifications are made for unexpected resource needs.

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Purchasing Process

Once a vendor is identified and selected, the purchasing process will usually contain the following steps:

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- Receipt of invoice from vendor
- Issuance of payment to vendor

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- Contact the finance team once the purchasing decision is made to ensure vendor is set up in the system. Try to get the legal name, address, phone number, email and a W-9 (if applicable). The finance team will assist you in retrieving this information.
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- Provide the finance team with budget information (account codes) for all purchases.
- Bring all vendor requests for payments or other communications immediately to the attention of the finance team.

Contracting Authority

Only the Library Director~~or~~ and Local Contracting Board can sign ~~for~~ contracts on behalf of the District. As purchase orders and auto renewal clauses can be construed as contracts, these agreements must be brought to the attention of the Library Director before a purchasing decision can be made. Please see Policy 2-2 “Contracting Rules & Procedures” and Policy 2-5 “Spending and Signing Authority” for more information.



Date: June 21, 2023

Title: Rules of Conduct Policy

From: Joan Vigil, Assistant Director of Public Services

Summary:

Assistant Director of Public Services Joan Vigil led a team consisting of the Area Managers and the Social Worker to review and revise the Rules of Conduct policy, which was last updated in December 2021. It was decided to revise the Rules of Conduct Policy to help address the increase in incidents that have been seen across JCLS.

These revisions will help maintain a level of firm yet fair rules to serve as present and future guidance for behavioral expectations in the library. These revisions have been reviewed by the Policy Committee.

Staff is updating the correlated Suspension Guidelines to align with the new Rules of Conduct policy. Those Guidelines will be brought forward for the Board to approve next month.

Recommendation:

The Policy Committee recommends that the Board approves the revised 5-10 Rules of Conduct Policy as presented.

Policies, Plans, and Goals Supported:

Maintaining updated policies provides clear guidance for the District Board, staff, and patrons, and facilitates ease of use of all library services. The Rules of Conduct are a foundational set of rules that all are expected to follow to maintain a welcoming environment.

Attachments:

- Policy 5-10 Rules of Conduct Clean
- Policy 5-10 Rules of Conduct Redlined



Policy 5-10	Rules of Conduct	Created: 04/02/2015 Revised: 05/15/2023 Approved: mm/dd/yyyy
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I. PURPOSE

This policy explains the rules and expectations to protect the rights and safety of library patrons, staff members, and volunteers, while also protecting library facilities, materials, and property.

II. INTRODUCTION

Jackson County libraries are places of information, knowledge, learning, and gathering. They are places where anyone may come and be welcomed, served, and find space to be heard. The Library is committed to serving everyone equitably, recognizing that some experience barriers when accessing services and resources. The Library is committed to eliminating these barriers that may sometimes hinder full and equitable access to these community members, including those who are experiencing homelessness, those with health challenges, those with income challenges, and other vulnerable or marginalized members of the community. Services will not be denied or abridged because of religious, racial, social, economic, or political status; mental, emotional, or physical condition; age or gender; or sexual orientation. We are open to all individuals but not all behaviors. A mutual relationship of respect and care with appropriate boundaries between the Library and patrons is necessary to maintain a peaceful environment.

III. LIBRARY STANDARDS

Jackson County Library Services strives to create a community of kindness, belonging, and safety. We want our libraries to be a clean and welcoming place for everyone. Those disrupting the intended use of the Library will be asked to leave, and their Library privileges may be suspended. This behavior policy extends to all Library programs and services, including in-person programs, virtual programs, and at outreach events where staff are present as representatives of the Library. It serves to define the rules regarding appropriate use of the Library. Patrons are expected to comply with staff requests at all times. We respectfully ask that everyone:

Be Considerate

- Consuming small snacks and drinks from lidded containers is allowed as long as they are not around computers. Messy food and meals are to be consumed outside the library. Caregivers may feed children under three anywhere in the library. To ensure a clean environment for all, we expect all patrons to dispose of accumulated litter from small snacks and lidded containers as well as notify library staff of any spills that occur.
- Please use restrooms as intended. Bathing, shaving, washing hair, or any other activities that prevent restroom use for other patrons is prohibited.
- Loud and unreasonable noise as determined by library staff must be reduced or taken outside of the library.
- Patrons must dress appropriately for a public building, including attire that does sufficiently cover those parts of the body considered private. Patrons must wear shoes and cover the upper and lower portions of their body while on library property.

Be Respectful

- Speak with kindness and respect toward other patrons and staff. Obscene, harassing, abusive language, gestures, or behaviors are not allowed.
- Intimidation, or making threats of violence or harm to another individual will not be tolerated.
- There is zero-tolerance of any language that can be construed as hate speech

Be Responsible

- Follow all laws, ordinances, and regulations including [all JCLS policies](#). There is zero tolerance for violation of laws, ordinances, and regulations.
- Weapons are not allowed in the library, including any item used in a threatening manner.
- Personal Items must be kept with you at all times. The library is a public space; staff are not responsible for the loss or damage of unattended items.

Be Safe

- Possessing, selling, distributing, or consuming drugs or alcohol is not allowed. Patrons under the influence of any intoxicating beverage or controlled substance to the extent that they are unable to exercise care for their own safety or the safety of others will be asked to leave.
- Patrons will need to stay awake while in JCLS libraries. We understand that patrons may doze off, and staff will conduct wellness checks on patrons who are not alert.
- Enjoy roller and wheeled sports outside; please secure bikes and scooters outside.
- Keep children under your care (see [Unattended Children in the Library Policy](#)).
- Be mindful of possessions so they do not become a hazard for other patrons and staff. Library staff reserves the right to limit items brought into the library. Any item that might create a safety hazard may not be brought into the library.

Fine Print

- Sources of pervasive odors that unreasonably interfere with other patrons' ability to use the library and its facilities will be asked to leave the library building.
- Pets are not allowed; [service animals are welcome](#).
- In order to maintain the cleanliness of JCLS materials and spaces, sources that attract pests will need to leave JCLS buildings.
- Please stay home if you are sick and feel free to use our online resources.



Policy 5-10	Rules of Conduct	Created: 04/25/2015 Revised: 5/15/23 Approved: mm/dd/yyyy
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I. Purpose

This policy explains the rules and expectations to protect the rights and safety of library patrons, staff members, and volunteers, while also protecting library facilities, materials, and property.

II. Introduction

Jackson County libraries are places of information, knowledge, learning, and gathering. They are places where anyone may come and be welcomed, served, and find space to be heard. The Library is committed to serving everyone equitably, recognizing that some experience barriers when accessing services and resources. The Library is committed to eliminating these barriers that may sometimes hinder full and equitable access to these community members, including those who are experiencing homelessness, those with health challenges, those with income challenges, and other vulnerable or marginalized members of the community. Services will not be denied or abridged because of religious, racial, social, economic, or political status; mental, emotional, or physical condition; age or gender; or sexual orientation. We are open to all individuals but not all behaviors. A mutual relationship of respect and care with appropriate boundaries between the Library and patrons is necessary to maintain a peaceful environment.

III. Library Standards

Jackson County Library Services strives to create a community of kindness, belonging, and safety. We want our libraries to be a clean and welcoming place for everyone. Those disrupting the intended use of the Library will be asked to leave, and their Library privileges may be suspended. This behavior policy extends to all Library programs and services, including in-person programs, virtual programs, and at outreach events where staff are present as representatives of the Library. It serves to define the rules regarding appropriate use of the Library. Patrons are expected to comply with staff requests at all times. We respectfully ask that everyone:

~~Use Spaces as Intended~~

~~Smoking, consuming alcohol, and drug use are not permitted. Restrooms are intended for toilet use and handwashing only. Covered drinks and reasonable snacking are okay, but please enjoy~~

~~meals outside. Resting and relaxing in the quiet spaces while utilizing library resources in the library are welcomed. We may check in with you to make sure you are okay.~~

Be Considerate

~~Loud and unreasonable noise must be taken outside of the library.~~

- Consuming small snacks and drinks from lidded containers is allowed as long as they are not around computers. Messy food and meals are to be consumed outside the library. Caregivers may feed children under three anywhere in the library. To ensure a clean environment for all, we expect all patrons to dispose of accumulated litter from small snacks and lidded containers as well as notify library staff of any spills that occur.
- Please use restrooms as intended. -Bathing, shaving, washing hair, or any other activities that prevent restroom use for other patrons is prohibited.
- Loud and unreasonable noise as determined by library staff must be reduced~~regulated or~~ taken outside of the library.
- Patrons must dress appropriately for a public building, including attire that does sufficiently cover those parts of the body considered private. Patrons must wear shoes and cover the upper and lower portions of their body while on library property.

Be Respectful

~~Speak with kindness and respect toward other patrons and staff. Obscene, harassing, abusive language, gestures, or behaviors are not allowed. Take care of library property and materials.~~

- Speak with kindness and respect toward other patrons and staff. Obscene, harassing, abusive, language, gestures, or behaviors are not allowed.
- Intimidation, or making threats of violence or harm to another individual will not be tolerated.
- There is zero-tolerance of any language that can be construed as hate speech

Be Responsible

~~Follow all laws, ordinances, and regulations including the Internet Use and Safety Policy.~~

~~Weapons are not allowed in the library including any item used in a threatening manner.~~

- Follow all laws, ordinances, and regulations including all JCLS policies. There is zero tolerance for violation of laws, ordinances, and regulations.
- Weapons are not allowed in the library, including any item used in a threatening manner.
- Personal Items must be kept with you at all times. The library is a public space; staff are not responsible for the loss or damage of unattended items.

Be Safe

~~Keep your belongings near you; the library is not responsible for items that become lost or stolen. Be mindful of possessions so they do not block entries, exits, and aisles. Keep children under your care (see Unattended Children in the Library Policy).~~

- Possessing, selling, distributing, or consuming drugs or alcohol is not allowed. Patrons under the influence of any intoxicating beverage or controlled substance to the extent that they are unable to exercise care for their own safety or the safety of others will be asked to leave.
- PatronsYou will need to stay awake while in JCLS libraries. We understand that patrons mayeveryone dozes off, andbut staff will conduct wellness checks on patrons who are not alertcheck on you regularly for your well-being.
- Enjoy roller and wheeled sports outside; please secure bikes and scooters outside.
- Keep children under your care (see Unattended Children in the Library Policy).
- Be mindful of possessions so they do not become a hazard for other patrons and staff. Library staff reserves the right to limit items brought into the library. Any item that might create a safety hazard may not be brought into the library.

Enjoy your visit

Fine print

~~Shoes and clothing are required.~~

~~Enjoy roller and wheeled sports outside; please secure bikes outside.~~

~~Staff will address the source of pervasive smells.~~

~~Pets are not allowed; service animals are welcome.~~

~~There is zero tolerance for violation of laws, ordinances, and regulations.~~

- Sources of pervasive odors that unreasonably interfere with other patron's ability to use the library and its facilities, will be asked to leave the library building.
- Pets are not allowed; service animals are welcome.
- In order to maintain the cleanliness of JCLS materials and spaces, sources that attract pests will need to leave JCLS buildings (see pest control policy).
- Please stay home if you are sick and feel free to use our online resources.



Date: June 21, 2023

Title: Notice of Intent to Award Security Contract

From: Joan Vigil, Assistant Director of Public Service

Summary:

On May 22, 2023, a Request for Proposals for a security contract with JCLS was made publicly available. Two security firms submitted a Request for Proposal on June 5, 2023. A seven-member committee discussed the proposals and scored the responses accordingly.

Recommendation:

The committee recommends that the board approve the security contract for Northwest Defense Contracting.

Resource Requirements:

The projected annual cost for two security guards for the Medford location at 61 hours per week is \$269,368.00. Please note that this projection is lower than the estimated amount in the FY24 budget.

Background and Additional Information:

The committee evaluated the two proposals based on the following criteria:

- Thoroughness and understanding of the scope of work
- Cost
- Related experience of the proposer
- References
- Quality of the proposal

Overall, Northwest Defense Contracting was found to be the top choice for committee members, citing their related experience and extensive training their guards must have prior to being posted to a site. The committee also appreciated the experience Northwest has in working with non-profit organizations.