Josephine Community Library District  
Board of Directors Regular Meeting  
Thursday, October 26, 2017 at 8:30 am, Main Reading Room, Grants Pass Branch Library  

Agenda

Board members:

Position 1
Beecher Ellison

Position 2
Laurel Samson, President

Position 3
Jennifer Roberts, Vice President

Position 4
Judy Williams

Position 5
John Harelson

Agenda Items | Action | Responsible | Time
---|---|---|---
Call to Order | | L. Samson | 

Standing Items

1. Approval of agenda
2. Approval of October 19 meeting minutes
3. Public comment

Action Items

1. IT’s Managed network services contract

Adjourn


<table>
<thead>
<tr>
<th>Date and Time</th>
<th>Upcoming Meetings and Events</th>
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<tbody>
<tr>
<td>Sunday, November 5, 2017</td>
<td>Grants Pass Friends of the Library Holiday Bazaar</td>
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<tr>
<td>Thursday, November 9, 2017 5:15 pm</td>
<td>JCLD regular board meeting Grants Pass branch, Ben Bones Room</td>
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<tr>
<td>Thursday, November 16, 2017 5:15 pm</td>
<td>JCLD regular board meeting Grants Pass branch, Ben Bones Room</td>
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<tr>
<td>Saturday, December 9, 2017</td>
<td>Volunteer Holiday Party Grants Pass branch, Ben Bones Room</td>
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<td>Thursday, December 21, 2017 5:15 pm</td>
<td>JCLD regular board meeting Grants Pass branch, main reading room</td>
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<td>Monday, January 1, 2018</td>
<td>JCLD assumes library operations and management</td>
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<tr>
<td>Wednesday, January 24, 2018</td>
<td>Library District Grand Opening: JCLI passes the torch</td>
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CALL TO ORDER. President Samson called the meeting to order at 5:15 pm.

STANDING ITEMS
Approval of agenda. No changes were made to the agenda, although it was noted that under #5 under Action Items should read “Job description for Volunteer Manager.”

Approval of October 5 workshop minutes. The board reviewed the minutes to the strategic planning workshop.
Motion: Ms. Williams moved that the minutes to the October 5 board workshop be approved as distributed. Mr. Harelson seconded. The motion passed by majority vote with one abstention by Mr. Ellison.

Approval of October 12 meeting minutes. The board reviewed the minutes to the last regular board meeting. Ms. Williams pointed out that under Transition Administrator’s report, second bullet, it should be clarified that the no-bid process under $10,000 applies to procurement of assets, and not personal services. Ms. Roberts pointed out that under the Annexation Communications Task Force report, to change “completing annexation instructions” to “drafting annexation instructions.”
Motion: Ms. Roberts moved that the minutes to the October 12, 2017 board meeting be approved as corrected. Mr. Harelson seconded. The motion passed unanimously.

Public comment. There were no public comments.

Correspondence. Ms. Samson presented and distributed a letter from Josephine County Legal Counsel Wally Hicks on October 19, 2017, regarding annexation. The letter quotes the statute regarding citizens requesting withdrawal from the library district, including the requirement that the property must be in the district for at least two years before the owner may petition for withdrawal.
Action: This information will be used to draft language for library patrons and taxpayers asking about opting out of the district. Ms. Lasky will confirm that this information was communicated with the BOCC.
REPORTS

IT Plan presentation. Ms. Lasky introduced the IT Plan presentation, referencing the Technology Transition Timeline (Quarter 2 activities) dated October 19, 2017. She discussed servers, their lifespan, Microsoft Hosted Exchange, Microsoft Office 365, and associated cost savings. The board suggested that offsite backup be considered as part of the IT Plan. Ms. Lasky also discussed the FCC eRate program, which offers schools and libraries an 85 percent reimbursement on annual communications costs. She asked board members to send advocacy letters to the FCC regarding eRate.

Ms. Lasky introduced JCLI Collection Development Librarian Michael Grutchfield and JCLI Operations Manager Norma Singer. Mr. Grutchfield presented the Edge Initiative: Library Technology Services Action Plan dated October 19, 2017. He discussed technology standards for libraries, the scoring, and the categories of implementation. Ms. Singer presented the Edge Action Plan Timeline, pointing out that the Edge Initiative helped identify where our libraries can focus its resources to improve library technology services in terms of community value, engaging the community, and organizational management. The Edge Initiative is paid for by the Oregon State Library.


- The matrix report has been reformatted to a narrative, which includes upcoming events, impact stories from staff, successes, challenges, and updates on goals. Board members were asked for feedback on reporting most helpful to them.
- The Readapalooza weekend is happening October 21-22, and involves many partnerships like the Chamber, KAJO, Fort Vannoy Farms, and All About Parties.
- Vandalism, break-ins, and burglaries at the IV branch were discussed, along with questions about sheriff support and response time.
- Four staff positions are now posted: Public Services Director, Business Manager, Cataloging Manager, and Collection Development Librarian. Board members were encouraged to share the postings, which are listed on the library Home page at www.josephinelibrary.org as well as on Facebook. The jobs are also posted with the Oregon State Library and will be sent to the Libs-OR listserv. **Action:** Ms. Lasky will advertise in the Mail Tribune for the Business Manager.
- The board discussed the partnership with Community Corrections.

Staff recruitment update. Ms. Samson reported that she’s on the panel of the first staff interview on Monday. It’s ideal for a board member to serve on each interview panel. If board members would like to serve on the interview panel for specific positions, they should contact Ms. Samson or Ms. Lasky. There will be up to three interviews per position, and each interview is about 30 minutes. The same questions are asked of each candidate, and a scoring sheet is provided. The next three interviews are scheduled for the week of November 6, for Business Manager, Cataloging Manager, and Collection Development Librarian. Mr. Ellison said he would not be available for interviews.
Transition Administrator’s report. Ms. Stover announced that work plans are merging, so after tonight, the board will receive a single compiled staff report.

- Oregon State Library approved the Ready to Read grant for $11,101. Funds will come by check the last week of December, to be spent in calendar year 2018.
- Priorities have been to onboard Ms. Lasky in terms of finance and IT resources and to continue setting up employee infrastructure such as workers compensation and payroll.
- Upcoming priorities are to support the budget process, to develop the Community Partnership Project Proposal to Josephine County Library Foundation, and to develop the Request For Proposal (RFP) for a municipal audit firm. Mr. Harelson pointed out the FY18 and FY19 budgets should be included in the RFP, and that it will also be important to tell the compelling story of the district and its board in the RFP, noting this language can be reused for multiple purposes.
- The first set of tax funds is scheduled to be deposited into the district’s Local Government Investment Pool (LGIP) account on November 14.
- Following up on a previous question, Ms. Stover confirmed that there’s no conflict between being removed as a signer from the People’s Bank account and being an LGIP contact until the Business Manager is hired.
- Responding to a question about whether action is required to transfer board secretary duties from Ms. Stover to Ms. Lasky, Ms. Stover cited ORS 357.226 and the district’s governance policy which both state that the District Librarian serves as the Board Secretary. Resolution 2017-007 appointing Ms. Stover as Board Secretary, and Resolution 2017-020 appointing Ms. Lasky as Library Director. The consensus of the board was that no further action is required.

ACTION ITEMS

Financial management policies. Ms. Samson presented the revised financial management policies for the board’s second reading. Ms. Williams pointed out a grammatical error in Policy 2-2. Mr. Harelson pointed out that he’s working with Ms. Lasky and Ms. Stover to develop processes for “after-the-fact” approvals, especially for credit cards and automatic electronic payments. He said he’d like to include in a future policy that all staff is responsible for their own credit card reports. The board agreed that the library director is authorized for expenditures up to $3,000.

Motion: Mr. Ellison moved that Resolution 2017-026, in the matter of adopting financial management policies 2-1 through 2-7, be approved as corrected. Mr. Harelson seconded. The motion passed unanimously.

Personnel policies. Ms. Samson presented the revised personnel policies for the board’s second reading. In policy 4-3-1, the board discussed compensatory time, and requested that a cap be noted as “…on an hour-for hour basis up to 40 hours.” In policy 4-3-2, the board requested that the retirement eligibility be revised to read “…begins the 91st day of employment.” In policy 4-5-1, the board discussed the 120-hour and 160-hour vacation accrual caps. The board decided to leave the policy as revised.
Motion: Mr. Harelson moved that Resolution 2017-028, in the matter of adopting personnel policies 4-1-1 through 4-5-3 be approved with the suggested changes. Ms. Roberts seconded. The motion passed unanimously.

IT’s Managed network services agreement. Ms. Lasky presented the agreement with IT’s Managed for IT services. The attorney had expressed reservations about Section 12, Liability, Section 13, Limit of Warranty, Section 15, Resolution of Disputes. Ms. Lasky has since spoken with SDAO, which said such contracts are typical for a small community with a single-source vendor. Ms. Lasky also spoke with Hart’s Insurance, who pointed out that broken devices are covered by property insurance, but does not cover data loss or breach of personal information. Hart’s recommended a cyber liability policy. The board discussed the contract, IT’s Managed’s reputation in the community, and its track record with JCLI. Ms. Lasky pointed out that IT’s Managed is already working on transition activities but it’s being paid by JCLI. The board affirmed that it’s willing to approve the contract as written, but that it should be approved by resolution.

Action: Ms. Lasky will review the liability policy to see if it already includes cyber coverage. If it does not, she’ll add the cyber liability insurance.

Action: Ms. Lasky will activate the property insurance for the district.

Action: Ms. Stover will draft a resolution for the IT’s Managed agreement that recognizes the vendor situation and the advice from insurance, and the board will take action on it at a quick meeting at 8:30 am on October 26 before the strategic planning workshop.

Job description for reference librarian. Ms. Lasky presented the reference librarian job description. It’s a full-time non-exempt position which coordinates the reference and information desk at the Grants Pass branch. The position will also implement many of the action items from the Edge assessment. The board requested that under Scope of Authority, that “Position has full operational budget responsibility…” change to “Position has full departmental budget responsibility under the direction of the library director.”

Action: Ms. Lasky will also change this sentence where it appears in the four previously approved management job descriptions.

Motion: Ms. Roberts moved to accept the job description for reference librarian with the suggested change. Ms. Williams seconded. The motion passed unanimously.

Job description for volunteer manager. Ms. Lasky presented the volunteer manager job description. The position is responsible for volunteer management throughout the four-branch system. The volunteer manager is responsible for recruiting, training, retaining, and appreciating 200+ volunteers. The board requested that under Scope of Authority, “Position has full operational budget responsibility…” change to “Position has full departmental budget responsibility under the direction of the library director.” The board also requested that under Qualifications, “Ability to prepare and make presentations” be added.

Motion: Mr. Ellison moved to accept the job description for volunteer manager with the suggested changes. Ms. Roberts seconded. The motion passed with a unanimous vote.
COMMITTEE AND BOARD MEMBER REPORTS

Josephine County Library Foundation (JCLF) liaison update. Ms. Roberts reported on the JCLF meeting which took place October 17. The foundation is handling the end-of-year fundraising drive previously conducted by JCLI. It’s developing the job description for the contract bookkeeper it’s planning to hire. The Josephine County Library Board of Trustees sent its letter to the Board of County Commissioners and County Legal Counsel requesting the transfer of trust funds.

Transition Committee update. Ms. Williams referred to the JCLI-JCLD Transition Committee Minutes from October 18, 2017. She discussed the ADP payroll service setup, staff compensation schedule with steps, using the Benefits Task Force to review policies before they come to the board, and the process for the district adopting contracts. Ms. Lasky will code the list of contracts to be transferred from JCLI to JCLD with the dollar amounts, single-source contracts, and national contracts. This list will be discussed at the November 1 Transition Committee meeting. The committee will then present it at the November 9 board meeting with recommendations. Mr. Harelson added that SDAO/SDIS could review national contracts as part of the pre-loss services it provides.

ANNOUNCEMENTS

Date and agenda items for next regular meeting. The next regular meeting will be a short one at 8:30 am on Thursday, October 26, to act on the resolution to adopt the IT’s Managed agreement. The next regular meeting after that will be at 5:15 pm on Thursday, November 9. Agenda items will include the presentation of the strategic plan draft, first reading of new personnel policies, job descriptions for Children’s Librarian and the Illinois Valley, Williams, and Wolf Creek Branch Managers, information about tax distribution, and a presentation on the contracts to be transferred from JCLI to JCLD.

Comments from board members.
Mr. Harelson announced that he will give a presentation about how tax collection works for the November 9 meeting.

ADJOURNMENT
The meeting adjourned at 7:37 pm.

Respectfully submitted,

Teresa Stover for Board Secretary Kate Lasky
Josephine Community Library District
Agreement

1. This is an Agreement between Information Technologies Managed, (hereinafter referred to as “Provider”) and Client as identified in Schedule B.

2. Provider, and/or its agents or subcontractors, shall provide to Client on-call help desk/technical support services, troubleshooting, and on-site dispatch of technicians (hereinafter “Services”), in response to Client’s issues with the equipment set forth in Schedule A (hereinafter “Equipment”), and as further delineated below.

3. Services. The Services furnished by Provider shall be:

   a) On-call telephone help desk/technical support as per the service definitions delineated in Schedule B (hereinafter “Service Definitions”). For all issues, queries and support requests relating to the Equipment Client shall first telephone Provider for on-line diagnostic appraisal and rectification, if possible. Usage of Provider’s help desk/technical support by Client shall be measured and count towards Client’s Service Package as delineated in Schedule B.

   b) If Provider’s help desk determines that an on-site visit is necessary Provider shall dispatch personnel at Provider’s expense within the Service Level Response Time designated in Schedule B. Any on-site visits shall be measured and count towards Client’s Service Package as delineated in Schedule B.

   c) Scheduled maintenance services as deemed necessary by Provider to ensure continued operation of the Equipment. These include investigation of detected anomalies (whether reported by Client or not), upgrades, and preventative maintenance to software or hardware. Scheduled maintenance activities shall be measured and count towards Client’s Service Package as delineated in Schedule B. Client will be notified at least 24 hours in advance of any scheduled maintenance activities and such activities will be conducted in a manner consistent with the least possible downtime/disruption to Client’s business.

4. Client Responsibilities. In addition to responsibilities for fees hereunder, Client will be responsible for:

   a) Properly using, caring for, and controlling access to the Equipment.

   b) Providing prompt notice to Provider of any malfunction or request for Services for the Equipment.

   c) Permitting Provider access to Client’s facilities consistent with Client’s security and operational requirements.

   d) Promptly notifying Provider if Client becomes aware of any unsafe conditions or hazardous materials to which Provider’s personnel may be exposed at Client’s Designated Premises (listed in Section A).

   e) Complying with all applicable government laws and regulations.

   f) Maintaining accurate Designated Contact information. Client will appoint a Designated point of Contact (hereinafter “Designated Contact”) in Schedule B. Client is solely responsible for providing Provider with accurate and up-to-date contact information for Client’s Designated Contact and alternates. Provider will be relieved of its obligations under this Agreement if Client’s Designated Contact information is out of date or inaccurate due to Client’s action or omission.

   g) Providing reasonable working conditions for Provider’s personnel that are safe, non-threatening, and non-abusive. Non-compliance by Client shall relieve Provider of its obligations under this Agreement.

5. Services Not Covered by This Agreement. The following are “Other Services” not covered by this Agreement:

   a) Installation or maintenance of any device not listed in Schedule A, including but not limited to wiring, electrical conduits, peripherals, or accessories.

   b) Services performed outside of the Designated Working Hours listed in Schedule B or after the term of this Agreement.

   Provider reserves the right at any time to designate as “Other Services” certain Services performed for Client or for particular Client equipment to be charged at higher rates (hereinafter “Exceptions”). All Exceptions will be listed in Schedule B and Client shall receive notice of any Exceptions added after execution of this Agreement.

6. Movement of Equipment. If Client desires to move the Equipment, Client must first give Provider 14 days prior written notice. Provider will then evaluate Client’s new location for the Equipment and may choose to (i) continue performance of this Agreement to cover Client’s Equipment at the new location, or (ii) terminate this Agreement without penalty to either Client or Provider. Absent written notice of Provider’s decision to select (i) or (ii), Provider shall be presumed to elect option (i). If Client requests that Provider supervise, inspect, dismantle, remove or reinstall the Equipment as part of any move, Provider will invoice Client at Provider’s hourly rates for Additional or Non-covered Services as listed in Schedule B.

Revision v.3.8 8/25/15
7. **Fees and Charges.** Provider will invoice Client, and Client agrees to pay, the following:
   a) Monthly fees related to Client’s Service Package as listed in Schedule B.
   b) Any Additional or Non-covered Services at the rates listed in Schedule B.

   All fees and charges in Schedule B may be adjusted annually on January 1st by the same Cost of Living Adjustment (COLA) as determined by the Social Security Administration for Social Security recipients for that calendar year (see http://www.ssa.gov/news/cola/). Provider may elect not to adjust fees and charges for one or more years when there is an announced COLA, however Provider shall have the right to adjust fees and charges at a later date by the total amount of any COLA(s) not already adjusted.

8. **Payment.** Payment for all invoices is due from Client within 30 days from the date of the invoice. Client agrees to pay a late charge of two percent (2%) per month or the maximum lawful rate; whichever is less, for all amounts not paid when due. Provider may also immediately suspend the performance of any Services called for under this Agreement if any amount is more than ten (10) days past due and Provider may continue this suspension of Services until all due and unpaid amounts are paid in full. Any amounts past due after thirty (30) days from the date of the original invoice shall constitute a breach of this Agreement by Client and Provider may terminate this Agreement upon ten (10) days written notice. Client agrees to pay reasonable attorney’s fees and court cost incurred by Provider to collect any unpaid amounts owed by Client.

9. **Taxes.** Prices and fees charged to Client do not include taxes. Client agrees to pay all local, municipal, state and federal taxes which apply to any transaction under this Agreement (except taxes based solely on Provider’s net income).

10. **Changes to Agreement.** After the initial Term of this Agreement has elapsed, Provider may change any of the Terms and Conditions of this Agreement after providing written notice to Client. Client’s continued use of Provider’s services after written notice of the changes has been provided shall be deemed as Client’s acceptance of those changes.

11. **Term and Termination.** The term of this Agreement shall be as stated in Schedule B, effective on the acceptance of this contract by Client. This Agreement will automatically renew for subsequent one (1) year periods unless terminated by either party by providing the other party at least sixty (60) days advance written notice. Either party may terminate this Agreement at the close of any year hereof without penalty.
   a) If either party breaches this Agreement the affected party will have the option to terminate this agreement by sending “Notice of Termination of Agreement for Non-Performance” (hereinafter “Notice”). Either party may cancel this agreement by delivering to the other party Notice detailing the exact non-performance in writing, and shall be personally delivered or mailed by certified mail, return receipt requested. The party receiving the Notice shall then have a period of ten (10) days to cure said Notice by providing the facilities, services or payment detailed in the Notice. Should the defaulting party not cure the default within the ten (10) day period, the Agreement shall terminate.
   b) In the event that this Agreement is so terminated by Client due to Provider’s breach of its obligations and failure to cure such breach as set forth in 10(a) above, Client’s sole remedy shall be its election to terminate this Agreement without further liability to either party (except for Client’s obligation to pay all accrued and unpaid fees outstanding).
   c) In the event that this Agreement is so terminated by Provider due to Client’s breach of its obligations and failure to cure such breach as set forth in 10(a) above, Provider shall be entitled to invoice Client for early termination charges plus any accrued and unpaid fees outstanding at the time of termination. Early termination charges shall be the monthly fees associated with Client’s Service Package as listed in Schedule B multiplied by the number of months remaining in the term of this Agreement prior to its termination.
   d) This Agreement shall terminate, effective immediately, upon delivery of written notice by either party to the other party upon (i) the institution of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of debts of the other party, (ii) the making of an assignment for the benefit of creditors by the other party; or (iii) the dissolution of the other party.

12. **Liability.** Neither of the parties to this Agreement nor their employees, affiliates, agents, officers or directors will be liable to the other for losses or damages or for any incidental, consequential, direct, indirect, punitive, exemplary or special damages of any nature and however caused, including, without limitation, loss of use, delays, loss of data, lost business opportunities or lost profits, revenue, or savings (hereinafter “Losses or Damages”) arising under and in connection with this Agreement, or the performance thereunder, from any breach or partial breach of the provisions of this Agreement or arising out of any act or omission by the other party, its employees, affiliates, agents, officers or directors whether based on breach of warranty, negligence or any other theory of liability.
Limitation of Liability. Provider's total cumulative liability arising under and in connection with this Agreement, including but not limited to liability arising from mistakes, accidents, omissions, delays, errors or defects in providing Services under this Agreement or in transmission in the provision of Services hereunder, or under any other theory of law, will in no event exceed the fees paid by Client under this Agreement for an Average Month during the previous year. Average Month fees are calculated by adding the total fees paid by Client for Services (labor only, excluding all equipment or hardware charges) for the most recent twelve (12) month period, and dividing the total by twelve (12). Example: Total fees paid by Client for Services in the most recent twelve month period totals $12,000.00. $12,000.00 / 12 = $1,000.00. This limitation of liability applies to any and all claims against Provider. Client acknowledges that these limitations of Provider's liability are a fundamental part of this Agreement and that Provider would not provide Services without Client's consent to them.

Provider shall not under any circumstances be liable for any third party claims against Client or any claim from a customer or end user of a party for Losses or Damages arising under and in connection with this Agreement, or the performance thereunder, from any breach or partial breach of the provisions of this Agreement, or the use or inability to use the Equipment, or any portion thereof, even if Provider has been advised of the possibility of such damages and even if the limited remedies set forth herein are found to fail in their essential purpose, and however caused (including as a result of negligence, breach of warranty, or any other theory of liability).

13. Limit of Warranty. The warranties and remedies set forth in this Agreement constitute the only warranties and remedies with respect to this Agreement. Such warranties are in lieu of all other warranties, written or oral, statutory, express or implied, including, without limitation, the warranties of merchantability and fitness for a particular purpose or use. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, PROVIDER EXPRESSLY DISCLAIMS AND EXCLUDES ALL WARRANTIES CONCERNING THE EQUIPMENT OR THE SERVICES RENDERED HEREUNDER, EXPRESS OR IMPLIED, ORAL OR WRITTEN, ARISING BY LAW OR OTHERWISE, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR THOSE ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE.

14. Force Majeure. In no event will a party to this Agreement have any claim or right against the other party for any failure to perform its obligations under this Agreement if such failure of performance is caused by or is the result of causes beyond the reasonable control of such other party, including, but not limited to such causes as, act of God, fire, flood or other natural catastrophe; explosion, cable dig-up or cut by a third party; laws, orders, rules, regulations, directions or action of governmental authorities having jurisdiction or any civil or military authority; national emergency, insurrection, riot or war; or strike, lockout, work stoppage or other labor difficulty; vandals or hackers, or other similar occurrence beyond the control of a Party. The time for that party's performance will be extended for the period of the delay or inability to perform due to such occurrence, provided, however, that Client will not be excused from the payment of any sums of money owed by Client to Provider. However, if a party suffering a force majeure event is unable to cure that event within sixty (60) days, the other party may terminate the Agreement upon written notice without penalty to either party.

15. Resolution of Disputes. The parties hereto desire to resolve disputes arising out of this Agreement without litigation. Accordingly, except for action seeking a temporary restraining order or injunction related to the purposes of this Agreement, action to collect any unpaid amounts due to Provider, or suit to compel compliance with this dispute resolution process, the parties agree to use the following alternative dispute resolution procedure as their sole remedy with respect to any controversy or claim arising out of or relating to this Agreement or its breach.

a) At the written request of a party, each party will appoint a knowledgeable, responsible representative to meet within thirty (30) days and negotiate in good faith to resolve any dispute arising under this Agreement. The parties intend that these negotiations be conducted by non-lawyer, business representative(s). The location, format, frequency, duration, and conclusion of these discussions shall be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence among the representatives for purposes of these negotiations shall be treated as confidential information developed for purposes of settlement, except from discovery and production, which shall not be admissible in the arbitration described below or in any lawsuit without the concurrence of all parties. Documents identified in or provided with such communications that are not prepared for purposes of the negotiations are not so exempted and may, if otherwise admissible, be admitted in evidence in the arbitration or lawsuit.

b) If the negotiations do not resolve the dispute within sixty (60) days of the initial written request, the dispute shall be submitted to binding arbitration by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association. A party may demand such arbitration in accordance with the procedures set out in those rules. Discovery shall be controlled by the arbitrator. The arbitration hearing shall be commenced within sixty (60) days of the demand for arbitration. The arbitration shall be held in Josephine County, Oregon. The arbitrator shall
control the scheduling so as to process the matter expeditiously. The Parties may submit written briefs. The arbitrator shall rule on the dispute by issuing a written opinion within thirty (30) days after the close of hearings. The times specified in this section may be extended upon mutual agreement of the parties or by the arbitrator upon a showing of good cause. Judgement upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The arbitrator shall have no power or authority to make awards or issue orders of any kind except as expressly permitted by the Agreement and in no event shall the arbitrator have the authority to make any award that provides for punitive or exemplary damages.

c) Each party shall bear its own costs of these procedures. A party seeking discovery shall reimburse the responding party the costs of production of documents (to include search time at the rate of Fifteen dollars ($15.00) per hour and reproduction costs). The fees of the arbitration and the arbitrator shall be equally split between the parties.

16. This agreement will be governed by and construed in accordance with the laws of the State of Oregon.

17. Publicity. Client hereby permits Provider to identify Client as a customer of Provider. Either party shall be permitted to use the other party's name in connection with proposals to prospective customers, and to otherwise refer to the other party in print or electronic forms for marketing or references purposes.

18. Confidential Information. All written information labeled as proprietary or confidential that is disclosed by either party to the other party shall remain the sole property of the disclosing party. Each party agrees that it shall not disclose, use, modify, copy, reproduce or otherwise divulge such confidential information other than to fulfill its obligations under this Agreement. The prohibitions contained in this section shall not apply to information (a) already lawfully known to or independently developed by the receiving party, (b) disclosed in published materials, (c) generally known to the public, or (d) lawfully obtained from any third party. Neither party shall disclose to third parties, other than its agents and representatives on a need-to-know basis, the terms of the Agreement or any addenda hereto without the prior written consent of the other party, except either party shall be entitled to disclose (i) such terms to the extent required by law; and (ii) the existence of the Agreement.

19. Waiver. The failure of any Party to give notice of default or to enforce or insist upon compliance with any of the terms of this Agreement will not be considered the waiver of any other term or condition of this Agreement.

20. There is no partnership or joint-venture relationship expressed or implied in this Agreement. Neither party will have the authority to enter contracts on behalf of or bind the other, and this Agreement does not constitute either Party as the agent or legal representative of the other.

21. The rights afforded by this Agreement may be assigned by either party upon the consent of the other, such consent not to be unreasonably withheld. Should all parties agree to assignment, all provisions of this Agreement will be held in full force and be binding on the assignee(s).

22. This Agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect. Any promises, representations, offers, or other communications not expressly set forth in this Agreement are of no force or effect. Any modification of this Agreement will be effective only if it is in writing and signed by both parties.

23. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

24. This Agreement will be fully binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

All provisions of this Agreement have been read and understood and are hereby accepted as indicated by the signature below of the authorized representatives of each party.

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Company Name
Schedule A
EQUIPMENT LIST

Equipment:

Servers
Workstations
Network switches, routers, access points
Printers

Client’s Designated Premises. All Equipment shall be located at the following Client Designated Premises:

Josephine Community Library District

Client Company Name

Grants Pass Branch
200 NW C St
Grants Pass, OR 97526
541-476-0571

Illinois Valley Branch
209 West Palmer
Cave Junction, OR
541-592-4778

Williams Branch
20695 Williams Hwy
Williams, OR 97544
541-846-7020

Wolf Creek Branch
102 Ruth Ave
Wolf Creek, OR 975497
541-866-2606
Schedule B

SERVICE DEFINITIONS

Client

Josephine Community Library District
200 NW C Street
Grants Pass, OR 97526

Description of Services

Provider shall deliver help and technical support to Client through Provider’s on-call help desk for all issues, queries, support requests, and troubleshooting (hereinafter “Technical Support”) that relate to the Equipment listed in Schedule A. When determined necessary by Provider’s help desk one or more technician(s) may be dispatched to Client’s Designated Premises (as listed in Section A).

1) Technical Support requests not related to the Equipment listed in Schedule A may be provided at Provider’s discretion and charges for Additional or Non-Covered Services may be invoiced to Client. Provider will inform Client of any additional charges before such Technical Support is provided.

2) Technical Support services are provided only to Client’s employees or designated agents.

3) Client’s Equipment listed in Schedule A is the property of Client.

4) Provider, at its sole discretion, may provide Client with Technical Support services outside of the Designated Working Hours should Client request this. An extra charge may be invoiced to Client for any Technical Support services provided outside of Designated Working Hours and Client will be notified of the extra charge before any such Technical Support is provided.

Service Package

1) Service Package Level: ___ Gold _______ Monthly Fee: $______ 975____
   Rate for Covered Services: $__ 65__/hour

2) Client shall receive ___300___ minutes of use per calendar month at no charge of Provider’s on-call help desk/Technical Support services during the Designated Working Hours. Provider’s on-call help desk may be contacted by telephone, e-mail, or fax but emergency or mission-critical issues must be reported by telephone. If Client’s use of Provider’s on-call help desk is greater than ___310___ minutes in a calendar month and upon specific request by Client then the additional use will be deducted from the Client’s minutes for the next month up to the total available free minutes for that month. After the total available free minutes for the next month have been used Client will then be invoiced for additional use at the Telephone, e-mail, or fax Technical Support Hourly Rate for Additional Services. Client’s free minutes of use that are not used are not cumulative and cannot be accrued for use in future months.

3) Client shall receive ___780___ minutes every calendar month of on-site support by Provider’s personnel at no charge to Client at Client’s Designated Premises during the Designated Working Hours. On-site support shall be provided only after Client has contacted Provider’s Technical Support help desk and the help desk has determined that an on-site visit is necessary. If Client uses more than ___790___ minutes of on-site support in any calendar month and upon specific request by Client then the additional use may be deducted from the Client’s minutes for the next month up to the total available free minutes for that month. After the total available free minutes for the next month have been used

Revision 3.3 8/25/15
Client will then be invoiced for additional use at the Hourly Rate for Covered Services or Hourly Rate for Additional or Non-Covered Services as applicable. Client’s free minutes of use that are not used are not cumulative and cannot be accrued for use in future months.

4) Travel Time: For each dispatch of Provider’s personnel related to assisting Client, whether to Client’s Designated Premises or other location such as pick-up of replacement equipment, etc., the first fifteen (15) minutes of travel time shall not be counted against Client’s on-site support minutes. Additional travel time minutes shall be deducted from Client’s on-site support minutes as in “Service Package” item 3 above.

Term
The term of this Agreement shall be ___12___ months.

Designated Working Hours
Monday through Friday, 9:00am to 5:00pm Pacific Time, excluding Holidays (Holidays are: New Year’s Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas). A minimum one (1) hour of On-site Technical Support will be billed for any technical support provided to Client after Designated Working Hours including Telephone, e-mail or fax Technical Support.

Service Level Response Time
1) Telephone, e-mail, or fax Technical Support. Generally Client will be provided with telephone or e-mail Technical Support as soon as Client contacts Provider’s help desk. In the event Provider is unable to immediately deliver telephone or e-mail Technical Support it shall be provided within one (1) hour of the initial contact by Client.

2) On-site Technical Support. After Provider’s help desk has been contacted by Client and determined that an on-site visit is necessary Provider will dispatch technician(s) within ___8___ hours (not including travel time). On-site Technical Support shall only be provided to Client’s Designated Premises as listed in Section A.

Hourly rates for Additional or Non-covered Services

Telephone, e-mail, or fax Technical Support: $45/hour

On-site Technical Support:

<table>
<thead>
<tr>
<th>Service Type</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Non-Covered Services</td>
<td>$125/hour</td>
</tr>
<tr>
<td>Covered Services</td>
<td>$195/hour</td>
</tr>
<tr>
<td>Non-covered Services</td>
<td>$220/hour</td>
</tr>
<tr>
<td>Services provided on Holidays</td>
<td>$240/hour</td>
</tr>
</tbody>
</table>

Technical Support provided after Designated Working Hours:

Exceptions

1. Covered Services shall not include the following: programming or script writing, system administration or network engineer services for corporate-type networks or enterprise-type equipment (DNS or domain issues, firewalls, routers, etc.). These services shall be billed at $95/hour during Designated Working Hours and $155/hour after Designed Working Hours.
Client’s Designated Contacts

Primary Contact:

<table>
<thead>
<tr>
<th>Name</th>
<th>Daytime Telephone</th>
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<tbody>
<tr>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Home Telephone</th>
<th>Cell Phone/Pager</th>
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<td></td>
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</table>

Email Address

Alternate Contact #1:

<table>
<thead>
<tr>
<th>Name</th>
<th>Daytime Telephone</th>
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</thead>
<tbody>
<tr>
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Email Address

Alternate Contact #2:

<table>
<thead>
<tr>
<th>Name</th>
<th>Daytime Telephone</th>
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<tbody>
<tr>
<td></td>
<td></td>
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</tbody>
</table>

Email Address

Notices

All notices required or permitted under this Agreement will be in writing and personally delivered or mailed, by certified mail, return receipt requested, and addressed as follows:

If to Provider:
Information Technologies Managed LLC
P.O. Box 15
Grants Pass, OR 97528

If to Client:
BEFORE THE BOARD OF DIRECTORS
OF THE JOSEPHINE COMMUNITY LIBRARY DISTRICT

In the Matter of Arranging for Information Technology Support for the Josephine Community Library District
Resolution No. 2017-019

WHEREAS, the Board has determined that the District requires information technology (IT) services to serve its patrons and that it is necessary to contract with an IT service provider to implement its technology plan; and

WHEREAS, the Board has reviewed the agreement with Information Technology Managed and finds the rate to be advantageous; and

WHEREAS, the District’s insurance carrier has confirmed that damaged technology devices are covered by the district’s property insurance; and

WHEREAS, the Board recognizes that Information Technology Managed, LLC is a single-source IT service provider with a strong, multi-year track record with Josephine Community Libraries, Inc. and other organizations in the area; and

WHEREAS, the Board has determined that it’s in the best interest of the District and the people it serves to engage the services of Information Technology Managed; now therefore

The JOSEPHINE COMMUNITY LIBRARY DISTRICT BOARD OF DIRECTORS hereby resolves:

1. Library Director Kate Lasky is authorized to sign the contract with Information Technology Managed, a copy of which is attached to this resolution and incorporated herein.

2. Library Director Kate Lasky or her staff designee will direct the efforts of Information Technology Managed to implement the district’s technology plan.

DONE AND DATED this _______ day of __________________, 2017.

____________________________  __________________________
Jennifer Roberts Board Member  Judy Williams Board Member

____________________________  __________________________
John Harelson Board Member  Beecher Ellison Board Member

____________________________  __________________________
Laurel Samson Board Member