

Josephine Community Library District
Board of Directors Regular Meeting
Wednesday, December 18, 2019 at 5:30 pm, Anne Basker Auditorium
Agenda

Board members:

Position 1	Position 2	Position 3	Position 4	Position 5
Beecher Ellison	Laurel Samson, Vice President	Gina Marie Agosta	Pat Fahey	John Harelson, President

Agenda Items	Action	Responsible	Time
Call to Order		J. Harelson	
Standing Items			
1. Approval of agenda	Motion	J. Harelson	5 min
2. Approval of consent agenda		J. Harelson	5 min
3. November 20 meeting minutes			
4. Resolution 2019-031: Second reading Personnel Policy 4-4-3			
5. Resolution 2019-033: SWA Grant			
6. Resolution 2019-034: Grants Pass Sublease Agreement			
7. Resolution 2019-035: Wolf Creek Lease Agreement			
8. Public comment		J. Harelson	
9. Correspondence		J. Harelson	
Staff Reports			
1. Library director's report	Report	K. Lasky	10 min
2. Financial report	Report	K. Hay	5 min
Action Items			
1. First reading: Operations Policy 3-1-5	Discussion	K. Lasky	5 min
2. First reading: Personnel Policy 4-10-1	Discussion	K. Lasky	5 min
Board Member Reports			
1. Library Foundation liaison report	Report	D. Mannix	5 min
2. Facilities Oversight Task Force report	Report	Ellison/Samson	5 min
Announcements			
1. Comments from board members		All	5 min
2. Date and agenda items for next meeting		J. Harelson	
Adjourn		J. Harelson	

Date and Time	Upcoming Meetings and Events
December 25	Libraries closed for Christmas holiday
January 1	Libraries closed for New Year's holiday
January 8, 7:30am	Chamber of Commerce Greeters, Grants Pass branch
January 11, 1pm	AIM Much Ado About Writing Workshop, Grants Pass branch
January 15, 5:15pm	JCLD regular board meeting, Grants Pass branch
January 18, 1pm	E-Book Workshop, Grants Pass branch
January 25, 2pm	Customer Service Workshop, Grants Pass branch
February 7-9	SDAO Conference, Seaside

**Josephine Community Library District
Board Regular Meeting Minutes
Wednesday, November 20, 2019 at 5:15 pm
Ben Bones Room, Grants Pass branch**

Members present: John Harelson, Laurel Samson, Pat Fahey, Gina Marie Agosta

Members absent: Beecher Ellison

Staff present: Library Director Kate Lasky, Communications Coordinator Brandace Rojo, Business Manager Kedron Hay, Public Services Director Norma Singer

Contractors: Communications Specialist Teresa Stover

Guests: Josephine Community Library Foundation Executive director Heather Lydon, Josephine Community Library Foundation board liaison David Mannix

CALL TO ORDER. Mr. Harelson called the meeting to order at 5:15 pm.

STANDING ITEMS

Approval of agenda. There were no changes to the agenda.

Approval of consent agenda. Below are items included in the consent agenda. Ms. Lasky requested to remove Policy 3-3-4 for individual action.

- **Approval of October meeting minutes.** The board reviewed the last regular board meeting minutes and Mr. Harelson requested the time that the executive session was adjourned be corrected to 7:10 p.m.
- **Policies, second reading:**
 - Policy 3-3-4, Security Cameras
 - Policy 3-6-2, Library Card Registration
 - Policy 4-5-1, Vacation
 - Article IV Section 5 Governance

Motion: Ms. Samson moved to approve the consent agenda including the October 16 board meeting minutes and resolutions 2019-028 and 2019-029. Mr. Fahey seconded. The motion passed unanimously.

Policy 3-3-4, Security Cameras. Ms. Lasky explained that the addition to the policy would require law enforcement to provide a warrant

Motion: Mr. Fahey moved to approve changes to Policy 3-3-4 and resolutions 2019-027. Ms. Samson seconded. The motion passed unanimously

Public comment. Ms. Stover expressed appreciation for being interim through October 2019 and having the opportunity to work with the library district board.

Correspondence. There was no correspondence.

Annexation petition review. The board reviewed three new annexation petitions.

Action: Mr. Fahey asked for the assessed value of homes noting that they are all in the Illinois Valley. Ms. Lasky will get this information from the county assessor before the next board meeting.

Motion: Mr. Fahey moved that the board endorse the annexation petitions for Karin Cooley, Paul Weller, and Deborah Lee Yeats. Ms. Agosta seconded. The motion passed. Mr. Harelson and Ms. Lasky signed and stamped the petitions on behalf of the board.

STAFF REPORTS

Library director's report. Ms. Lasky reviewed the Library Director's Report dated November 20, 2019. The following are highlights:

- Ms. Lasky has been invited to speak as the keynote for the North Carolina library association conference. Mr. Harelson suggested that Ms. Lasky accept the honorarium and use vacation time.

Motion: Mr. Fahey moved to approve Ms. Lasky's acceptance to speak as the keynote for the North Carolina library association conference using vacation time and accepting the honorarium. Ms. Samson seconded. The motion passed unanimously.

- A Williams Branch Manager has been hired.
- The annual patron survey yielded 1,520 responses.
- The next Welcome to Computers class is planned to begin in January in the Illinois Valley.
- Training is complete, except for social media, with the library foundation executive director.
- Monthly Latinx Interagency Network Committee (LINC) meetings begin in Josephine County, hosted by the library, on January 28, 2020.

Financial report. Ms. Hay reviewed the October Financial Statement memo dated November 20, 2019. She also reviewed the Profit & Loss Budget vs. Actual – General Fund statement through October 2019, the Profit & Loss statement for grants through October 2019, and the Balance Sheet as of October 31, 2019.

Ms. Hay reported that the annual report has been submitted Pauly Rodgers & Co. She also reported that the first invoice came through incorrect from Hunter Communication for the E-rate project.

ACTION ITEMS

Approval of lease agreement. Ms. Lasky reviewed the lease agreement for foundation office space. Mr. Harelson recommended adding a statement in the lease agreement explaining that the IT equipment in the library foundation office belongs to the library district.

Action: Mr. Harelson pointed out that there is a process for subletting to a nonprofit. Ms. Lasky get the form from the county assessor and find out what the deadline is each year.

Policies, first reading: Personnel. The board had its first reading and discussion of the following policy:

- Personnel 4-4-3, Educational Assistance Plan
 - **Action:** Ms. Lasky and Ms. Hay will edit the policy to clarify that courses must be directly related to the employee's job.

The second reading of this policy will take place at the December board meeting.

BOARD MEMBER REPORTS

Library Foundation liaison report. Mr. Mannix reported that end-of-year campaign has brought in about \$6,000 to date. He also reported that a preliminary draft of the feasibility study is completed.

The library foundation is currently looking for a capital campaign consultant to prepare for fundraising for new buildings.

Common messaging is needed between the library district and the library foundation regarding the lease for purchase of the preferred location for a new Grants Pass library building.

Facilities Oversight Task Force. Ms. Samson reported that the library foundation is in the process of finding out the procedure for doing an environmental assessment at the site of the preferred location for a new Grants Pass building.

ADJOURNMENT

Mr. Harelson announced that the board would be moving in to executive session to consider the employment of a public officer, employee, staff member or individual agent of the district per ORS 192.660(2)(a). The meeting adjourned at 7:02 pm to move in to executive session.

EXECUTIVE SESSION

Mr. Harelson moved the board into executive session at 6:28 pm. The board moved out of executive session at 6:36 pm.

CALL TO ORDER. President Mr. Harelson called the regular board meeting back to order at 6:36 pm.

ACTION ITEMS FROM EXECUTIVE SESSION

Authorization of library director's contract.

Motion: Ms. Samson moved to approve resolution 2019-030 to authorize the library director contract with Josephine Community Library District and authorize a signature with the agreed upon suggested edits. Mr. Fahey seconded. The board of directors was polled. Mr. Fahey passed the motion. Ms. Samson passed the motion. Ms. Agosta passed the motion. Mr. Harelson passed the motion. The motion passed unanimously.

ANNOUNCEMENTS

Comments from board members. There were no comments

Date and agenda items for next meeting. Mr. Harelson announced that the next regular meeting will be at 5:15 pm on Wednesday, December 18 at the Grants Pass branch.

ADJOURNMENT

The meeting adjourned at 6:42 pm.

Respectfully submitted,



Board Secretary Brandace Rojo
Josephine Community Library District

TO: Josephine Community Library District Board of Directors
FROM: Kate Lasky, Library Director
DATE: December 18, 2019
SUBJECT: Second Reading of Personnel Policies

The following personnel policy is presented for the board's second reading this month:

- Revised Personnel Policy 4-4-3, **Educational Assistance Plan (new)**
The policy defines how educational reimbursement benefits are reimbursed to employees, encouraging self-development and professionalism. The Educational Assistance Plan is defined in this policy.

Background:

Currently, the library district offers all employees working 20 hours a week or more the \$1,000 for professional development. Some employees take advantage of this benefit by attending conferences and webinars. Others attend webinars for fee and save the district funds, while they are also pursuing higher education degrees.

Recommendation:

It is recommended the district allow all employees working 20 hours a week or more up to \$1,000 for the Educational Assistance Program. This allocation would be in addition to the current professional development budget with a projected maximum expense of \$11,000 to the district annually.

By supporting employee educational pursuits, the district will be better positioned to develop proactive succession planning.

Resources:

IRS Publication 15-B (2019), Employer's Tax Guide to Fringe Benefits
<https://www.law.cornell.edu/uscode/text/26/127> – US Code 127. Educational assistance programs.

https://www.oregon.gov/boli/TA/pages/t_faq_tamtg.aspx

Policy 4-4-3. Educational Assistance Plan

Adopted xx/xx/xxxx

Objective

Josephine Community Library District (JCLD) offers educational reimbursement benefits to encourage self-development and professionalism by providing financial assistance for certain education-related expenses.

This Educational Assistance Plan (EAP) includes assistance with the cost of tuition and certain other related educational expenses in the pursuit of an undergraduate or graduate degree and non-degree college courses.

Eligibility

JCLD provides the EAP to regular full-time who work at least 40 hours per week, or at least 80 hours on a bi-weekly basis and part-time employees who work 20 hours a week or more. Eligibility for the EAP begins on the 91st day of employment.

Plan Benefits

JCLD will reimburse the employee not more than \$1,000 a fiscal year for qualified educational expenses. Under Section 127 of the Internal Revenue Code, the employee receives the reimbursements under this EAP as tax-free fringe benefits.

Approval

Employees must gain approval from library director and manager prior to enrolling in any degree or non-degree courses. This will alleviate any potential expenses being incurred which are ineligible. An EAP Request Form must be completed and submitted to manager and library director for approval prior to enrollment. Approval for the EAP is at the discretion of the library director in conjunction with human resources.

Eligible Tuition, Fees and Expenses

The following expenses may be eligible for reimbursement:

1. Tuition fees for college/university eligible courses. Eligible courses include college-credit course offered by an accredited college or university; online courses offered by an accredited college or university; and, adult education non-credit and/or non-degree courses offered by an accredited institution.
2. Required textbooks, supplies and required fees. These may include books printed or electronic; supplies if they are required as part of the course; and, fees assessed by the institution which are required for enrollment in and completion of an approved course or degree and are not refundable after completion of a course.

An employee is eligible for reimbursement of a course under this EAP only if he or she is an active employee at the time the course commences and at the time of reimbursement.

Ineligible Tuition, Fees and Expenses

Ineligible fees and expenses include:

1. Recreation or leisure time courses such as golf, bridge, sewing, etc. are not covered.
2. Dale Carnegie, Evelyn Wood Reading Dynamics, and other similar programs are not covered under this EAP. If a manager recommends one of these courses, it may be eligible for reimbursement as a business expense.
3. Optional supplies and fees are not reimbursable.

Reimbursement Qualifications

To qualify for reimbursement, an employee must receive a grade of 3.0 or better, or a “Pass”, if taking a “Pass/Fail” course. No benefit will be payable unless these requirements are met.

Once a course has been satisfactorily completed, an employee may request reimbursement for eligible fees and expenses related to the course up to a maximum of \$1,000. An EAP reimbursement form will be submitted to the employee’s manager with documentation of grade received. Manager will then submit form to library director for signature.

Reimbursement requests must be submitted no later than 90 days following completion of the course. A reimbursement submitted after 90 days is not eligible for reimbursement.

Repayment Requirements

The JCLD Education Assistance Plan Repayment Agreement requires that an employee repay amounts reimbursed for tuition, fees and expenses in the event the employee voluntarily separates employment from JCLD.

By signing the Repayment Agreement, an employee agrees to repay tuition, fees and expense benefits received under the EAP based on voluntary separation and the following schedule:

Time Worked The time between the date of the reimbursement and the employee’s termination date.	Percentage of Repayment As related to the amount of tuition, fees and expenses reimbursed to the employee prior to the employee’s termination date.
6 months or less	100 %
Greater than 6 months, less than 12 months	75%

Greater than 12 months, less than 18 months	50%
Greater than 18 months, less than 24 months	25%

Time Off Work

Course schedules should not conflict with the employee's work schedule.

Modification and Termination

JCLD reserves the right to modify or terminate this EAP, in whole or in part, in such manner as it shall determine. Modification or termination may be made by JCLD for any reason.

Resources:

IRS Publication 15-B (2019), Employer's Tax Guide to Fringe Benefits

<https://www.law.cornell.edu/uscode/text/26/127> - US Code 127. Educational assistance programs.

https://www.oregon.gov/boli/TA/pages/t_faq_tamtg.aspx

TO: Josephine Community Library District Board of Directors
FROM: Kate Lasky, Library Director
DATE: December 18, 2019
SUBJECT: Lease Agreement for foundation office space

Resources:

Library district attorneys: Honecker Cowling LLP
Josephine County Board of Commissioners

Background:

In partnership with the foundation, the district renovated a storage closet in the Grants Pass branch to be an office for the foundation's executive director. The foundation funded the project at \$5,000 and the district provided staff time and coordination support.

In a letter dated November 26, 2019, the Board of Commissioners approved the sublease between the Library Foundation and the Library District for the office space.

Recommendation:

It is recommended the Board of Directors approve the sublease of the small office space to the foundation for \$1 per year as a partnership given the foundation does not charging the district for use of the Wolf Creek branch building and property.

SUBLEASE

THIS Sublease (“Sublease”), is made and entered into as of this 12 day of December, 2019 (“Effective Date”), by and between Josephine Community Library Foundation (“Sublessee”), and Josephine Community Library District, (“Sublessor”). Sublessee and Sublessor are sometimes collectively referred to herein as the “Parties” and individually as a “Party.”

Article 1 AGREEMENT TO LEASE

Sublessor leases certain real estate, including land and improvements, commonly known as 200 NW C Street, Grants Pass, Josephine County, Oregon (the “Property”). Sublessor hereby agrees to lease to Sublessee, and Sublessee hereby agrees to lease from Sublessor, a portion of the Property as follows.

Article 2 PREMISES

2.1 Description

Sublessor hereby leases to Sublessee, on the terms and conditions stated below, certain space consisting of approximately 100 square feet of indoor space (the “Premises”) in the building (“Building”) located within the Property, together with all improvements located in, or to be made thereto by either Sublessor or Sublessee, in the Premises. Sublessor makes no warranty as to the exact square footage of the Premises.

2.2 Permitted Use

Sublessee shall not use the Premises for any activity that would violate election laws or otherwise subject Sublessor to violations of any regulation or law.

2.3 Compliance with Laws and Regulations

Sublessee will comply with all applicable state, federal, and local laws, ordinances, rules, and regulations, including but not limited to, local fire codes, zoning regulations, and occupancy codes. Sublessee will promptly provide to Sublessor copies of all communications to or from any government entity that relate to Sublessee’s noncompliance, or alleged noncompliance, with any laws or other government requirements impacting the Premises. Sublessee shall comply with all terms in the Master Lease, as that is defined herein.

2.4 Condition of Premises / No Warranties

Sublessor makes no warranties or representations regarding the condition of the Premises or the Property, including, without limitation, the suitability of the Premises for intended uses or the condition of the improvements. Sublessee has inspected and accepts the Premises in its “AS IS” condition. Sublessor will have no liability to Sublessee, and Sublessee will have no claim against Sublessor, for any damage, injury, or loss of use caused by the condition of the Premises or the Property. Sublessee is solely responsible for thoroughly inspecting the Premises and ensuring that it is in compliance with all laws.

Article 3
TERM

3.1 Initial Term

The term of this Sublease will commence January 1, 2020 (the "Commencement Date"), and continue for a lease term of: 5 years (60 months), expiring on Dec 31, 2024 ("Expiration Date"), unless sooner terminated under the terms of this Sublease ("Initial Sublease Term"). As used herein "Sublease Term" means the Initial Sublease Term and, if extended, also includes the Extension Term(s) if any.

3.2 Extension Option

If the Sublessee is not then in Default of this Sublease (as defined in Article 12), Sublessee will have an option to **extend the Initial Sublease Term ("Extension Option") for one additional five-year renewal term, on the same terms and conditions as herein provided**, except for the Basic Rent, which shall be at a mutually acceptable rate, as agreed between the parties and, if they do not agree, the option shall be null and void.

The renewal term shall commence on the day following the date of termination of the preceding term.

An Extension Option may be exercised by written notice given to Sublessor not less than 30 days, nor more than 120 days before the expiration of the Initial Sublease Term or any Extension Term. Failure to exercise any Extension Option will terminate any subsequent Extension Option(s).

3.3 Master Lease

Notwithstanding anything herein, in the event the lease between Sublessor and the owner of the Property ("Master Lease") is no longer in effect, this Sublease shall expire contemporaneously with the expiration of such Master Lease.

Article 4
RENT

4.1 Basic Rent Amount and Due Date

The base rent ("Basic Rent") for the Initial Sublease Term and any renewal term is \$1 per year, and is contingent on Sublessee continuing to rent to Sublessor the building located at 102 Ruth Avenue, Wolf Creek, Oregon ("Wolf Creek Lease"). The parties acknowledge that the Wolf Creek Lease is the primary consideration for this Sublease. Termination of the Wolf Creek Lease shall result in this Sublease automatically converting to reasonable market rent between Sublessor and Sublessee on the Premises.

4.2 Taxes

Sublessee agrees to pay, on or before the date they become due, Sublessee's proportionate share of all taxes, assessments, special assessments, user fees, and other charges, however named, that, after the Effective Date and before the expiration of this Sublease, may become a lien or that may be levied by any state, county, city, district, or other governmental authority on the Premises, any interest of Sublessee acquired under this Sublease, or any possessory right that Sublessee may have in or to the Premises by reason of its occupancy thereof, as well as all taxes, assessments, user fees, or other charges on all property, real or personal, owned or leased by Sublessee in or about the Premises (collectively, "Taxes"), together with any other charge levied wholly or partly in lieu thereof. Taxes are considered Additional Rent under this Sublease. All Taxes are paid to the taxing authority by Sublessor and are paid to Sublessor by Sublessee on an annual basis when billed (November) by Sublessor.

Article 5 LESSEE OBLIGATIONS

5.1 Repairs and Maintenance

Sublessee hereby agrees to maintain and keep the Premises in good repair.

Article 6 SUBLESSEE DEFAULT

6.1 Events of Default

The following will constitute an "Event of Default" if not cured within the applicable cure period as set forth below:

6.1.1 Default in Rent

Failure of Sublessee to pay any Rent or other charge within 10 days after written notice from Sublessor. However, Sublessor will not be required to provide such notice more than 2 times in any calendar year. Thereafter, failure to pay Rent within 10 days of the due date will be deemed an automatic Event of Default for which no additional notice or cure period need be granted.

6.1.2 Default in Other Covenants

Failure of Sublessee to comply with any term or condition or fulfill any obligation of the Sublease (other than the payment of Rent or other charges) within 30 days after written notice by Sublessor specifying the nature of the default with reasonable particularity. If the default is of such a nature that it cannot be completely remedied within the 30-day period, Sublessee will be in compliance with this provision if Sublessee begins correction of the default within the 10-day period and thereafter proceeds with reasonable diligence and in good faith to affect the remedy as soon as practicable. Notwithstanding the foregoing, if Sublessee violates the same provision of this Sublease more than 2 times in any given 1-year period, then the violation will constitute an immediate Event of Default for which no further notice or cure period need be granted by Sublessor.

6.1.3 Breach of Master Lease

Sublessee's breach of the Master Lease shall constitute a default under this Sublease.

6.2 Remedies on Default

If an Event of Default occurs, Sublessor, at Sublessor's sole option, may terminate this Sublease by notice, in writing, in accordance with this Sublease. The notice may be given before or within any of the above-referenced cure periods or grace periods for default and may be included in a notice of failure of compliance, but the termination will be effective only on the expiration of the above-referenced cure periods or grace periods. If the Premises is abandoned by Sublessee in connection with a default, termination may be automatic and without notice, at Sublessor's sole option.

Article 7

INDEMNITIES AND REIMBURSEMENT

7.1 General Indemnity

Sublessee agrees to defend (using legal counsel reasonably acceptable to Sublessor, taking into account insurance defense requirements), indemnify, and hold harmless Sublessor from and against any and all actual or alleged claims, damages, expenses, costs, fees (including but not limited to reasonable attorney, accountant, paralegal, expert, and escrow fees), fines, liabilities, losses, penalties, proceedings, and/or suits (collectively "Costs") that may be imposed on or claimed against Sublessor, in whole or in part, directly or indirectly, arising from or in any way connected with (a) any act, omission, or negligence by Sublessee or its partners, officers, directors, members, managers, agents, employees, invitees, or contractors; (b) any use, occupation, management, or control of the Premises or Property by Sublease, whether or not due to Sublessee's own act or omission; (c) any condition created in or about the Premises or Property by Sublessee, including any accident, injury, or damage occurring on or about the Premises or Property during this Sublease as a result of Sublessee's use thereof; (d) any breach, violation, or nonperformance of any of Sublessee's obligations under this Sublease; or (e) any damage caused on or to the Premises or Property by Sublessee's use or occupancy thereof. As used throughout this Sublease, "Sublessee" includes all of Sublessee's partners, officers, directors, members, managers, agents, employees, invitees, and contractors.

7.2 Survival

This Article 7 will survive the termination of this Sublease with respect to all matters arising or occurring before surrender of the Premises by Sublessee.

7.3 Scope of Indemnity

For purpose of this Article 7, references to "Sublessor" are deemed to include its respective officers, directors, employees, agents, invitees, and contractors.

Article 8
GENERAL PROVISIONS

8.1 Covenants, Conditions, and Restrictions

This Sublease is subject and subordinate to the effect of any covenants, conditions, restrictions, easements, loans, mortgages, deeds of trust, ground leases, Master Lease, rights of way, and any other matters of record now or hereafter imposed on the Property and to any applicable land use or zoning laws or regulations. Sublessee will, upon request of Sublessor, execute and deliver agreements of subordination in the form reasonably requested by Sublessor.

8.2 Nonwaiver

Waiver by either Party of strict performance of any provision of this Sublease will not be a waiver of or prejudice the Party's right to require strict performance of the same provision in the future or of any other provision.

8.3 Attorney Fees

If any suit, action, or other proceeding (including any proceeding under the U.S. Bankruptcy Code) is instituted in connection with any controversy arising out of this Sublease or to interpret or enforce any rights or obligations hereunder, the prevailing Party will be entitled to recover reasonable attorney, paralegal, accountant, and other expert fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith, as determined by the court or body at trial or on any appeal or review, in addition to all other amounts provided by law. Payment of all such fees also applies to any administrative proceeding, petition for review, trial, and appeal. Whenever this Sublease requires one Party to defend the other Party, the defense will be by legal counsel acceptable to the Party to be defended, understanding that claims are often covered by insurance with the insurance carrier designating the defense counsel.

8.4 Time of Essence

Time is of the essence in the performance of all covenants and conditions to be kept and performed under the terms of this Sublease.

8.5 No Warranties or Guarantees

Sublessor makes no warranty, guarantee, or averment of any nature whatsoever concerning the physical condition of the Premises or Property, or suitability of the Premises or Property for Sublessee's use. Sublessor will not be responsible for any loss, damage, or costs that may be incurred by Sublessee by reason of any such condition.

8.6 No Implied Warranty

In no event will any approval, consent, acquiescence, or authorization by Sublessor be deemed a warranty, representation, or covenant by Sublessor that the matter approved, consented to, acquiesced in, or authorized is appropriate, suitable, practical, safe, or in compliance with any applicable law or this Sublease. Sublessee will be solely responsible for such matters, and Sublessor will have no liability therefor.

8.7 Construction

In construing this Sublease, all headings and titles are for the convenience of the Parties only and are not considered a part of this Sublease. Whenever required by the context, the singular includes the plural and vice versa.

8.8 Successors

The rights, liabilities, and remedies provided in this Sublease will extend to the heirs, legal representatives, and, as far as the terms of this Sublease permit, successors and assigns of the Parties. The words "Sublessor," "Sublessee," and their accompanying verbs or pronouns, whenever used in the Sublease, apply equally to all persons, firms, or corporations that may be or become parties to this Sublease.

IN WITNESS WHEREOF, the Parties have executed this Sublease to be effective as of the Effective Date.

SUBLESSOR

SUBLESSEE

Josephine Community Library District

Josephine Community Library Foundation

By: Kate Lasky
Title: _____



By: Shad Shriver
Title: President



Josephine County, Oregon

Board of Commissioners: Lily N. Morgan, Darin J. Fowler, Daniel E. DeYoung

Josephine County Courthouse
500 NW 6th Street, Dept. 6 / Grants Pass, OR 97526
(541) 474-5221 / FAX (541) 474-5105
<http://www.co.josephine.or.us>

November 26, 2019

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

Re: Request to sublease office space

Dear Ms. Lasky:

The Board of Commissioners has received your letter dated November 21, 2019, and has considered the request of the District Board, that we approve a sublease of the county property at 200 NW C Street, currently leased to the Library District for the District's Main Branch library.

Pursuant to Section 26 of the Lease, dated December 20, 2017 (amended December 5, 2018), the Board consents to the District's request to sublease office space in the Main Branch library to the non-profit Library Foundation.

Sincerely,

Board of Commissioners

Lily N. Morgan, Chair

Absent at Signing

Darin J. Fowler, Vice Chair

Daniel E. DeYoung, Commissioner

BCC:WH:pe

**BEFORE THE BOARD OF DIRECTORS
OF THE JOSEPHINE COMMUNITY LIBRARY DISTRICT**

In the Matter of Adopting a Lease)
Agreement between Josephine)
Community Library Foundation and)
Josephine Community Library District) **Resolution No. 2019-034**

WHEREAS, the Josephine Community Library District currently holds a lease agreement with Josephine County for the Grants Pass branch; and

WHEREAS, Library District currently has a lease agreement with the Library Foundation for the use of the Wolf Creek library branch; and

WHEREAS, the Library District received approval for a sublease between the Library District and the Library Foundation for an office at the Grants Pass branch from the Board of Commissioners in a letter dated November 26,2019, hereto attached; now therefore

The JOSEPHINE COMMUNITY LIBRARY DISTRICT BOARD OF DIRECTORS hereby resolves

To approve the sublease between the Library District and the Library Foundation hereto attached.

DONE AND DATED this 18th day of December 2019.

Gina Marie Agosta, Board Member

Pat Fahey, Board Member

John Harelson, Board Member

Beecher Ellison, Board Member

Laurel Samson, Board Member

TO: Josephine Community Library District Board of Directors
FROM: Kate Lasky, Library Director
DATE: December 18, 2019
SUBJECT: Lease Agreement for Wolf Creek branch building

Background

The district holds a lease agreement with the foundation for the use of the Wolf Creek branch. This lease agreement offers the district the full use of the Wolf Creek branch without charge. This lease is set to expire at the end of December 2019 and will need to be renewed.

The library foundation board approved the attached updated lease for the Wolf Creek branch. This lease is the same as the previous assigned lease between the library district and the foundation, with an updated timeframe.

Recommendation

It is recommended the Board of Directors approve the lease of the Wolf Creek branch from the foundation for \$1 per year.

LEASE AGREEMENT
Wolf Creek Branch Library

This lease Agreement is entered into by and between JOSEPHINE COMMUNITY LIBRARY FOUNDATION, INC., Lessor, hereinafter "Foundation," and JOSEPHINE COMMUNITY LIBRARY DISTRICT, (JCLD), Lessee, hereinafter "JCLD".

WHEREAS Foundation and JCLD are entering into an agreement for JCLD to operate library services at the Wolf Creek Branch Library building owned by Foundation, with certain furniture and equipment, and books and materials contained therein; and

WHEREAS Foundation and JCLD have jointly inspected the Wolf Creek branch of the Josephine Community Library and its inventory, and both parties are aware of the physical condition of the Library and the general extent of the inventory; and

NOW, THEREFORE, in consideration of the terms and conditions set forth below, the parties agree as follows:

1. **TERM:** This Agreement shall commence on the 1st day of January 2020, and shall terminate at 11:59 p.m. on December 31, 2029, unless otherwise terminated or amended as provided herein.
2. **PREMISES:** Foundation rents to JCLD the real property and building thereon, commonly known as the Wolf Creek Branch of the Josephine Community Library District, located at 102 Ruth Ave., Wolf Creek, Oregon with adjacent parking areas, hereinafter "the Premises."
3. **MATERIALS, FURNITURE AND EQUIPMENT:** Foundation rents to JCLD all contents including furniture and equipment in building. JCLD shall take reasonable action that would be expected of a reasonably prudent custodian of personal property to prevent loss or damage to Foundation's property, shall notify Foundation of any such loss or damage, and shall compensate Foundation for any such loss or damage.
4. **GENERAL PURPOSE:** The parties to this Agreement expressly understand that the demised Premises shall be used for the following purposes, and no other, without the prior written consent of Foundation: For the administration, operation, and maintenance of JCLD which may include outside use of the meeting room.
 - 4.1 **Parking Areas:** JCLD shall use the parking areas as public parking for library patrons and employees.
5. **RENTAL:** The base rent for the Premises and any renewal term is \$1 per year, which sum is payable to the foundation as the total sum of \$10.00 on or before the 31st day of December 2029.
6. **TAXES:** Foundation shall timely pay all applicable real property taxes and personal property taxes.
7. **UTILITIES:** JCLD shall timely pay all utilities, including but not limited to water, sewer, heat, light, electricity, telecommunications, gas, garbage, and security systems, including any deposits or service payments.
8. **MAINTENANCE:**
 - 8.1 **Building Exterior, HVAC:** Foundation shall provide, at Foundation's expense, all routine maintenance, repairs, and renovation of the exterior portions of the Premises, including landscaping, grounds upkeep, parking lots, HVAC and environmental systems. Foundation shall continue to provide quarterly water monitoring.

- 8.2 Building Interior – Routine Maintenance:** JCLD shall provide, at JCLD’s expense, all routine maintenance to the interior portions of the library building, including janitorial services, due to usual and customary use of the building, and shall maintain the interior of the building in a manner acceptable to the Foundation. JCLD shall perform routine maintenance of the water system.
- 8.3 Building Interior – Repairs and Renovations:** In addition to routine maintenance, JCLD shall be responsible for repairs and renovations to the interior portions of the library building due to damage caused by JCLD or library patrons, including but not limited to painting and carpet replacement. JCLD shall maintain the interior of the building in a condition which is acceptable to the Foundation and which meets all applicable fire, life, safety, and health codes.
- a. **Consent of Foundation:** JCLD shall obtain the written consent of Foundation before undertaking any repairs or renovations, or before making any alterations to the building or to any fixture that alter the appearance of the building or that result in any structural change, regardless how small or inexpensive.
- 8.4 Hazards:** JCLD shall immediately notify Foundation of any physical conditions of the Premises located on the exterior portions of the Premises which could cause physical injury to patrons or staff. JCLD shall remedy, as soon as practicable, any physical conditions of the interior portions of the Premises which could cause physical injury to patrons or staff. Both parties shall take immediate action, upon discovery, to prevent any hazards from causing damage to persons, and such action shall be appropriate for the hazards involved, up to and including the evacuation and closure of the library until the hazards are corrected.
- 8.5 Failure to Perform:** Failure by JCLD to perform required maintenance, repairs, or renovations shall be considered a violation of this Agreement warranting termination by Foundation.
- 8.6 Failure to Provide Routine Maintenance:** JCLD shall be solely responsible for the cost of any repairs and renovations made necessary by JCLD’s failure to provide adequate ongoing routine maintenance, as determined by Foundation.
- 9. ALTERATIONS AND FIXTURES:** JCLD shall not make any additions, alterations of a structural nature, or improvements in or to the Premises without Foundation’s prior written consent. All additions, alterations and improvements made in and to the Premises shall become the property of Foundation and shall be surrendered with the Premises upon the termination of this Agreement. All fixtures shall become the property of Foundation unless otherwise required by applicable grants.
- 10. ACCESS BY FOUNDATION:** Foundation, its officers, agents, and employees shall have free access to the Premises at all reasonable times for the purpose of examining the same or for other purposes such as meetings. Foundation shall provide JCLD with reasonable advance notice.
- 11. QUIET ENJOYMENT:** JCLD upon performing the covenants and observing the conditions of this Agreement, at all times during the term of this Agreement, shall have the peaceable enjoyment of the Premises without hinderance or disturbance by Foundation.
- 12. INDEMNIFICATION:**
- 12.1** JCLD shall defend, indemnify, reimburse, and hold harmless Foundation, its officers, agents and employees, from any and all claims, liabilities, demands, damages, actions or proceedings arising from or relating to the negligence, wrongful acts, or omissions of JCLD in connection with this Agreement.
- 12.2** Foundation shall defend, indemnify, reimburse, and hold harmless JCLD, its officers, agents and employees from any and all claims, liabilities, demands, damages,

actions or proceedings arising from or relating to the negligence, wrongful acts, or omissions of Foundation in connection with this Agreement.

12.3 JCLD shall not be deemed an agent of Foundation under the Oregon Tort Claims Act.

13. INSURANCE:

13.1 JCLD shall maintain, at its own expense, premises insurance coverage for its property, including collections, materials, equipment, and furnishings for the duration of this Agreement. JCLD shall immediately notify Foundation of any loss or damage to Foundation's property after such loss. JCLD shall use its best efforts to monitor and protect Foundation's property during the term of this Agreement.

13.2 Foundation shall maintain property and liability insurance for the building.

13.3 Each party shall cooperate with and provide claim related information requested by the other party's insurance company after any loss.

14. TERMINATION: This Agreement may be terminated by either party upon thirty (30) days' written notice or upon mutual consent of both parties.

15. HOLDING OVER: Any holding over by JCLD after the expiration of the term of this Agreement, or the term of any extension thereof, shall be a tenancy from month to month.

16. WARRANTY: Foundation covenants and warrants that it has good title to the Premises.

17. COMPLIANCE WITH LAW: JCLD agrees that it shall at its own expense, promptly observe and comply with all present and future laws, orders, regulations, rules, ordinances, and requirements of federal, state, county, and city governments with respect to the use, care, and control of the premises.

18. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon.

19. VENUE: Any claim, suit, action or other proceeding that arises from or relates to this contract shall be brought and conducted exclusively in the Circuit Court of the State of Oregon for Josephine County; provided, however, that if any such claim must be brought in a federal forum, it shall be brought and conducted exclusively in the United States District Court for the District of Oregon.

20. FORCE MAJEURE: Neither Foundation nor JCLD shall be held responsible for delay or default caused by fire, riot, civil disobedience, acts of God, or war where such cause was beyond the control of either party. Both parties 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 Agreement.

21. WAIVER: No waiver of any provision of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of the Foundation to enforce any provision of this Agreement shall not constitute a waiver by the Foundation of that or any other provision.

22. SEVERABILITY: If any term or provision of this Agreement 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 Agreement did not contain the particular term or provision held to be invalid.

23. FURTHER ASSURANCES: The parties Agree to promptly execute and deliver any such further instruments and to perform any such further acts as may be required to carry out the intent and purpose of this Agreement.

24. NOTICES: Any communications or notices required under this Agreement shall be given in writing by personal delivery, or by certified mail, return receipt requested, the address set forth below. Any communication or notice so addressed and mailed shall be deemed to be given three (3) days after mailing. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

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

Foundation:
Josephine Community Library Foundation, Inc.
PO Box 1684
Grants Pass, OR 97528

25. ASSIGNMENT OR SUBLEASE: JCLD shall not assign or transfer any interest in this Agreement without Foundation's prior written consent. No portion of the Premises shall be sublet by JCLD without the prior written consent of Foundation.

26. NO THIRD-PARTY BENEFICIARY: Foundation and JCLD are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement 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 Agreement.

27. AMENDMENT: This Agreement may be amended or modified at any time upon the written Agreement of both parties, signed and secured in the same form and manner as below.

28. ENTIRE AGREEMENT: This Agreement constitutes the entire Agreement between the parties with respect to the rental of the Premises, and supersedes any previous promises, representations, agreements, conditions or understandings between the parties. There are no other promises, representations, agreements, conditions or understandings, either oral or written, between the parties other than those set forth or expressly referred to in this Agreement.

IN WITNESS THEREOF, the Parties have executed this lease to be effective as of January 1, 2020.

LESSOR:

LESSEE:

Josephine Community Library District

Josephine Community Library Foundation, Inc.

Kate Lasky, Library Director



Shad Shriver, President

**BEFORE THE BOARD OF DIRECTORS
OF THE JOSEPHINE COMMUNITY LIBRARY DISTRICT**

In the Matter of Adopting a Lease)
Agreement between Josephine)
Community Library Foundation and)
Josephine Community Library District) **Resolution No. 2019-035**

WHEREAS, the Josephine Community Library Foundation owns the property and building at 102 Ruth Avenue, Wolf Creek, Oregon; and

WHEREAS, the Josephine Community Library District operates a library at 102 Ruth Avenue, Wolf Creek, Oregon; and

WHEREAS, Library District currently has a lease agreement with the Library Foundation for the use of the Wolf Creek library branch which expires December 31, 2019; and

WHEREAS, the Library Foundation and the Library District wish to renew the lease for the Wolf Creek library branch for the term of January 1, 2020 through December 31, 2029 for one dollar per year; now therefore

The JOSEPHINE COMMUNITY LIBRARY DISTRICT BOARD OF DIRECTORS hereby resolves

To approve the lease between the Library District and the Library Foundation hereto attached.

DONE AND DATED this 18th day of December 2019.

Gina Marie Agosta, Board Member

Pat Fahey, Board Member

John Harelson, Board Member

Beecher Ellison, Board Member

Laurel Samson, Board Member

TO: Josephine Community Library District Board of Directors
FROM: Kate Lasky, Library Director
DATE: December 18, 2019
SUBJECT: Library director's report

Action

- The library foundation is planning to update their strategic plan in January. Library director recommends the district sponsor a joint-board session to reaffirm roles and responsibilities with the foundation in support of our partnership. Library director requests the district contract with Michael Kosmala to facilitate this joint-board session. If the district approves, dates to consider include January 11, 25, or February 1.

General Updates

- The patron survey is complete, and an insight report and key takeaways are attached for board review.
- The Grants Pass branch will temporarily close from Saturday, December 14 through Thursday, December 26 for floor repair. Funding for this project is provided by Josephine County and the Solid Waste Agency.
- Josephine County approved the sublease agreement between the library district and the library foundation drafted by Hornicker Cowling at their administrative session Tuesday, November 26.
- The library foundation updated the district's lease for the Wolf Creek branch building, adding new dates to the existing text. The lease should be renewed by December 31 if possible.
- The Volunteer Appreciation Holiday Party was held at the Grants Pass branch on Saturday, December 7. Two board members and approximately 90 volunteers attended.
- Caveman Heating and Air donated a Winterfest tree (Starry Night) to the library.

Stories

- **In Grants Pass**, a patron, who attend preschool storytime with a Christmas theme, asked if the library had any Hanukkah programming planned. Our youth services librarian informed the patron that there was none planned but thanked the individual for expressing interest, adding that it is helpful to know that there is an interest and that a future Hanukkah themed program is feasible.
- **In Illinois Valley**, the library hosted a well-attended Harvest Party for families of all sizes to enjoy treats, stories, and crafts.
- **In Williams**, the branch manager was able to locate a book for a young patron using only a vague description of its cover. The child was overjoyed and said he'd been looking for the book for two years.
- **In Wolf Creek**, a patron asked about requesting books in a series. The branch manager walked him through the online process to request items from multiple branches and helped him learn how to use the online catalog. After he requested all the books in the series, he said, "This is why I love our little libraries—full service and so nice."

Successes

- The first of a series of monthly workshops presented by partner Max's Mission was well-attended and appreciated. Twenty-four people received information about opiate addiction and Naloxone overdose antidote kits.

Challenges

- Unexpected closure of the Grants Pass branch requires numerous operational adjustments on very short notice. Last-minute communication is being pushed out via all social media platforms, newspaper ads, press releases, and through library newsletters to ensure that all patrons are aware. Patrons have been gracious about the disruption, with one commenting, "Gosh, we will miss you all." Contacting nearly 150 volunteers has been challenging.
- Due to staffing changes within Pauly Rogers & Co, the district's annual financial is delayed and will not be filed by the Secretary of State deadline of December 31.

Imperative #1 Enhance program quality and customer service

- The website redesign project is ongoing. Mark Wyner met with staff for an ideation session on Friday, November 22. Usability testing is scheduled in the coming weeks and will include 20–30 staff and volunteers.
- To support the website redesign project, the district developed the "Inclusive Library Web" project overview, timeline, funding plan, and budget as the basis for seeking grants for the website redesign and submitted a letter of interest to the Collins Foundation for \$70,000.
- The technical services manager completed Authority Control work with MARCIVE vendor to enhance existing catalog records with updated author information and most current versions of subject headings.
- The collection development librarian is working to fill gaps in the collection around "Tough Topics," identified by public services staff and volunteers.
- The book replacement project has expanded to the branches. The collection development librarian visited Williams and Illinois Valley branches to orient branch managers to the replacement ordering process.
- Communication about the monthly Mini Book Grab has been well received. Patrons can stop by the Grants Pass branch and "shop" the tables in the C Street hallway while supplies last. Community members are happy to take discarded library books for their home collections.

Imperative #2 Nurture a work culture that values and supports its staff and volunteers

- The technical services manager has resigned his position, and recruitment is open for a new cataloging manager. The district's former technical services manager is operating as interim until the position is filled.
- The collection development librarian and communications coordinator attended the Feria Internacional del Libro (International Book Fair) in Guadalajara, Mexico. These two district employees were selected and sponsored by the American Library Association as part of a group of 150 library representatives from all over the country to attend the fair to purchase Spanish-language books for their local libraries. Many of these titles are difficult or impossible to purchase in the United States. They spent three days at the fair

selecting Spanish language materials for all ages, effectively tripling the library's Spanish language holdings.

- Technical Services Manager trained volunteers on Resource Description & Access (RDA) cataloging methods for bibliographic data, bringing JCLD in line with the most current standard implemented by Library of Congress and an increasing number of libraries worldwide.
- The Wolf Creek branch manager participated in a Sunny Wolf Charter School staff training on trauma-informed care.
- Library director and partnership manager attended an AllCare Health event for partners and providers to learn more about health services and information sharing opportunities.

Imperative #3 Enhance the facilities across the library systems

- The Internet Infrastructure Project (E-Rate) with Hunter Communications to build broadband access to the Wolf Creek branch may be delayed as easement permissions remain pending.
- The maintenance department has been preparing for library closure and floor repair at the Grants Pass branch. Staff will move furniture in support of the project.

Imperative #4 Develop efficient operating systems and structures.

- An abbreviated "Internet Only" card application was implemented to encourage patrons using OPACs to apply for a library card instead of continually requesting a guest pass. This simplifies the sign-in process for both patrons and volunteers.
- Remaining Ready to Read funding for the Summer Reading Program was used to purchase a new AWE Learning Station computer. The final grant report was submitted to the State Library on December 1.
- The collection development librarian worked with public services staff to revise procedures for patron requests, reducing the number of requests for items that would have been purchased anyway or are already in the collection.
- The collection development librarian is developing streamlined ordering processes to enable more time to be spent on collection analysis and assessing community need in the next year.

Imperative #5 Build awareness and expand partnerships

- The district applied for a sponsorship through the American Library Association to send two employees to the Guadalajara International Book Fair in Mexico. The communications coordinator and collection development librarian were selected as part of a group of 150 library representatives from all over the country. As a result, they were able to purchase \$3,000 in Spanish-language books for all ages. Many of the titles are hard to find or impossible to purchase from the United States. These books will significantly enhance the current selection, offering Spanish-speakers in our community a more well-rounded collection.
- Sheepscot Creative is reviewing and updating the library e-newsletter to dovetail with the website redesign project.

Partnership Updates

- **Josephine County Latinx Interagency Committee (LINC):** The library is hosting the first Latinx Interagency Committee networking session Tuesday, January 28 11am to noon at the GP branch. At this meeting the library will give a presentation about library resources and programs during the first session.
LINC's mission is to offer an inclusive space for community agencies to create, improve, and bridge services and opportunities for the advancement of the Latinx community in southern Oregon.
Josephine Community Library Foundation: Partnership manager has worked with and trained executive director for the foundation in all aspects of running and managing an end of year drive. The foundation put down earnest money to purchase a property in downtown Grants Pass. More information is available on the foundation's website. [Click here to learn more.](#)
- **Williams Community Preschool:** The branch continues its partnership with the Williams Community Preschool. The branch manager presented a weekly storytime and lesson to preschoolers, teachers, and parents, and promoted library services.

TO: **Josephine Community Library District Board of Directors**
FROM: **Business Manager Kedron Hay**
DATE: **December 18, 2019**
SUBJECT: **November 2019 Financial Statement**

Accounting

- The net income for the general fund on the P&L of \$710,449 does not equal the Balance Sheet net income of \$715,818. This is due to the Balance Sheet representing all funds/grants and the P&L representing only the general fund. \$710,449 plus \$5,369 (net income of grants only) equals \$715,818.
- JCLD invoiced Josephine Community Library Foundation \$1,1200 for 20 household scholarships, \$4,730 for IV tree removal, \$4,412 for the office buildout and \$7,598 for the young adult room remodel.
- Roy Rogers of Pauly Rogers & Co. stated that is unlikely the audit will be available by December 31, 2019. The district requested a filing extension from the Secretary of State and was denied.

Statement of Financial Activities (general fund P&L)

Revenue

- The district received \$1,098,477 for current year tax levy and \$3,974 of prior year's tax levy income in November 2019; year to date tax revenue is \$1,098,477.
- Non-resident card fees equaled \$2,810 for the month of November.

Expenses

- Collection development budget is \$175,000 for general fund purchases. Total collection development dollars spent for the general fund is \$12,720 and \$1,818 for special funds in November. Total year to date collection development purchases are \$81,818 for all funds.

Special Contracts

- Special contracts include \$645 for technical/grant writing to Stover Writing Services and \$5,683 to Mark Wyner in the month of November.

Grants

- Total of grant expenses for the month of November is \$11,561.
- Total revenue received from grants in FY20 is \$63,138 representative of 12 grants.

Statement of Financial Position: (balance sheet)

- The district assets include \$83,318 in the district checking account. The Grants Pass Maintenance Fund totals \$15,340 and is held in a savings account with People's Bank. LGIP account "General Pool 6000" represents tax dollars transferred from the Josephine County Treasurer to the required government investment account and totals \$1,738,836. Cash Drawers at the four branches total \$390, and \$11,775 is held by the Josephine County Treasurer in the treasury account.
- The total combined assets of these accounts equal \$1,835,872 including \$37,775 in restricted grant funds and restricted maintenance reserve fund.

**Josephine Community Library District
Profit & Loss Budget vs. Actual - General Fund
November 2019**

	Actual November-19	Year to Date Actual	Annual Budget	\$ Over (Under) Budget
Ordinary Income/Expense				
Income				
4000 · Current Year Tax Levy	\$ 1,098,477	\$ 1,098,477	\$ 1,352,601	\$ (254,124)
4005 · Prior Year Taxes	\$ 3,974	\$ 22,764	\$ 22,475	\$ 289
4100 · Fines and Fees	\$ 665	\$ 6,107	\$ 17,000	\$ (10,893)
4102 · Non-Resident Card Fees	\$ 2,811	\$ 21,311	\$ 40,000	\$ (18,689)
4200 · Interest Income	\$ 6,529	\$ 15,770	\$ 17,500	\$ (1,730)
4300 · Other Revenues	\$ 136	\$ 1,659	\$ -	\$ 1,659
4310 · Donations	\$ -	\$ -	\$ -	\$ -
Total Income	\$ 1,112,592	\$ 1,166,089	\$ 1,449,576	\$ (283,487)
Expense				
5000 · Personal Services	\$ 56,759	\$ 300,710	\$ 809,191	\$ (508,481)
5200 · Collection Development	\$ 12,720	\$ 53,699	\$ 175,000	\$ (121,301)
5300 · Technical Services	\$ 327	\$ 4,320	\$ 44,495	\$ (40,175)
5400 · Building Improvements	\$ 206	\$ 535	\$ 26,020	\$ (25,485)
5500 · Facilities & Equipment	\$ 2,015	\$ 8,439	\$ 41,953	\$ (33,514)
5600 · Computer Maintenance	\$ 360	\$ 2,661	\$ 19,675	\$ (17,014)
5700 · Insurance	\$ -	\$ 107	\$ 7,959	\$ (7,852)
5800 · Travel & Training	\$ 1,386	\$ 5,982	\$ 23,850	\$ (17,868)
6630 · Election	\$ -	\$ -	\$ 1,000	\$ (1,000)
6640 · Auditor	\$ -	\$ 6,009	\$ 15,000	\$ (8,991)
6650 · Patron Services and Supplies	\$ 536	\$ 1,699	\$ 7,680	\$ (5,981)
6660 · Volunteer Support	\$ (85)	\$ 593	\$ 2,900	\$ (2,307)
6670 · Events at Library	\$ 240	\$ 665	\$ 13,120	\$ (12,455)
6680 · Communication & Outreach	\$ 870	\$ 6,362	\$ 26,700	\$ (20,338)
6690 · Special Contracts	\$ 9,831	\$ 35,810	\$ 71,000	\$ (35,190)
6699 · Legal Administration	\$ -	\$ -	\$ 2,000	\$ (2,000)
6700 · Administrative Support	\$ 1,521	\$ 7,210	\$ 22,499	\$ (15,289)
6800 · Telecommunications	\$ 1,066	\$ 5,859	\$ 11,280	\$ (5,421)
6850 · Utilities	\$ 3,341	\$ 14,980	\$ 36,426	\$ (21,446)
8000 · Transfers & Contingency	\$ -	\$ -	\$ -	\$ -
Total Expense	\$ 91,092	\$ 455,640	\$ 1,357,748	\$ (902,109)
Net Ordinary Income	\$ 1,021,501	\$ 710,449	\$ 91,828	\$ 618,621
Net Income	\$ 1,021,501	\$ 710,449	\$ 91,828	\$ 618,621

**Josephine Community Library District
Enhanced Library Services
November 2019**

	Revenue Collected through FY19	Revenue Year to Date FY20	Annual Budget	Total Revenue	Expenditure Spent through FY19	Expenditure Year to Date FY20	Total Expenditure	Remaining Fund Balance
Grant Revenue								
Carpenter Foundation - erate	0	16,000	16,000	16,000	0	(8,000)	(8,000)	8,000
Dorothy Thompson Fund - 2018	22,582	2,418	25,000	25,000	(25,093)	93	(25,000)	0
Dorothy Thompson Fund - 2019	0	25,000	25,000	25,000	(189)	(24,811)	(25,000)	(0)
Four Way-2019 Safety/Security	6,526	0	6,526	6,526	0	(6,526)	(6,526)	0
Friends of the Library	13,128	8,600	20,100	21,728	(8,888)	(4,991)	(13,879)	7,849
JCCC-History/Poetry-2019	1,500	0	1,500	1,500	(80)	(429)	(509)	991
JCLF	0	11,120	40,000	11,120	(7,150)	(275)	(7,425)	3,695
Josephine County-2019 Safety/Security	5,500	0	5,500	5,500	0	(5,500)	(5,500)	0
Kay Jean Turner - 2019	0	0	2,000	0		(812)	(812)	(812)
Kiwanis-2019	2,000	0	2,000	2,000	0	0	0	2,000
Kiwanis-Hearts Mission-2019	500	0	500	500	0	(475)	(475)	25
Ready to Read Program 2019	11,016	0	11,016	11,016	(1,275)	(5,755)	(7,030)	3,986
Solid Waste Agency	5,055	0	5,000	5,055	(832)	0	(832)	4,223
Total	67,807	63,138	160,142	130,945	(43,507)	(57,482)	(100,989)	29,957

Cash Basis

**Josephine Community Library District
P&L Special Funds (all transactions)
As of November 30, 2019**

	<u>Maintenance Fund (Special Funds)</u>		<u>Restricted</u>		<u>Unrestricted</u>	<u>Totals</u>
Maintenance Fund Beginning Balance	21,458.08		10,000.00		16,488.32	26,488.32
Transfer per Lease Agreement for 2019	5,000.00	Expenses				
Interest Earned	30.24	GP hot water heater	630.07	WM A/C	4,383.00	
	<u>26,488.32</u>	GP gutter/glashing	238.50	IV sewer	3,771.00	
		GP gutter cleaning	85.00			
Transfers to General Fund	<u>-11,147.86</u>	GP ceiling tiles	42.29			
		GP water fountain	1,600.00			
Total Maintenance Fund Balance at 6/30/2019	<u><u>15,340.46</u></u>	GP fans	398.00			
		Total Expensed	<u>2,993.86</u>		<u>8,154.00</u>	<u>11,147.86</u>
		To be Transferred				
		Remaining	<u><u>7,006.14</u></u>		<u><u>8,334.32</u></u>	<u><u>15,340.46</u></u>
Expense						
5500 - Facilities & Equipment						
5402 - Branch Building Improvemen	6,134.79					
5501 - Bld Repairs & Maintenance	4,383.00					
5505 - Equipment Improvement & M	630.07					
Total Expense	<u><u>11,147.86</u></u>					

Josephine Community Library District
Balance Sheet

As of November 30, 2019

Nov 30, 19

ASSETS

Current Assets

Checking/Savings

1000 · People's Bank of Commerce	81,317.63
1010 · People's Bank-Savings	15,340.46
1100 · General Pool 6000	1,738,836.41
1120 · Jo Co Treasury Account	-13.00
1150 · Cash Drawers	390.00

Total Checking/Savings 1,835,871.50

Other Current Assets

1310 · JoCo Reserve for Disputed Tax	19,845.94
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Total Other Current Assets 19,845.94

Total Current Assets 1,855,717.44

Fixed Assets

1610 · Furniture and Equipment	303,130.91
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Total Fixed Assets 303,130.91

TOTAL ASSETS 2,158,848.35

LIABILITIES & EQUITY

Liabilities

Current Liabilities

Other Current Liabilities

2400 · Deferred Revenues(audit)	5,596.59
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Total Other Current Liabilities 5,596.59

Total Current Liabilities 5,596.59

Total Liabilities 5,596.59

Equity

3900 · Fund Balance 'Unassigned' (Gen)	1,134,302.53
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3920 · Capital Asset Investments	303,130.91
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Net Income	715,818.32
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Total Equity 2,153,251.76

TOTAL LIABILITIES & EQUITY 2,158,848.35

TO: Josephine Community Library District Board of Directors
FROM: Kate Lasky, Library Director
DATE: December 18, 2019
SUBJECT: First Reading of Operations Policy

The following operations policy is presented for the board's first reading this month:

- New Personnel Policy 3-1-5, **Public Records (revised)**
The policy redefines the access and fees associated with public records requests.

Background:

The Special Districts Insurance Services in conjunction with Special Districts Association of Oregon required updates to district's public records policies. The changes include ORS record numbers, acceptable response times, and updated fees.

Resources:

SDAO Communications and Software Policy

SANS Institute <https://www.sans.org/security-resources/policies/general/pdf/acceptable-use-policy>

3-1-5 Public Records

Adopted 1/25/2018

Revised 10/18/2018

Revised xx/xx/xxxx

Compliance

The Josephine Community Library District fully complies with the Oregon Public Records Law, ORS ~~192.001-192.513~~192.410~~192-505~~.

- **Specificity of Request:** In order to facilitate the public's access to records in the district's possession, and to avoid unnecessary expenditure of staff time, persons requesting access to public records for inspection or copying, or who submit written requests for copies of public records, shall specify the records requested with particularity, furnishing the dates, subject matter, and such other detail as may be necessary to enable library staff to readily locate the records sought.

- **Access:** JCLD shall permit inspection and examination of its non-exempt public records during regular business hours in the library's offices, or such other locations as the library director may reasonably designate from time to time. Copies of non-exempt public records maintained in machine-readable or electronic form shall be furnished, if available, in the form requested. If not available in the form requested, such records shall be made available in the form in which they are maintained. ORS 192.~~324440~~(2). When a request is submitted in writing, the district must respond within five business days acknowledging the receipt of the request. The district then has an additional 10 business days to fulfill the request or issue a written response estimating how long fulfillment will take. The district is not subject to this response timeframe if it is awaiting a response from the requestor seeking clarification of the inquiry or if the requestor has not agreed to pay for the records, provided that the cost is \$25 or more. Other considerations that apply are:
 - Complicated requests
 - Large volumen requests
 - Requests involving documents not readily available or if the necessary staff are unavailable to fulfill the request

Fees for Public Records

JCLD makes every effort to provide records without cost to the requester. However, some requests may require copying or significant amounts of staff time. In order to recover its costs for such requests, JCLD may charge fees associated with searching for and copying records. The library director may waive these fees at his/her discretion. Fees shall be limited to no more

than ~~\$2550~~ unless the requester is provided with written notification of the estimated amount of the fee and the requester confirms that s/he wants JCLD to proceed.

Fees are as follows:

- **Paper copies or printouts:** \$0.15 per side for black and white or \$0.50 per side for color.
- **Copies of nonstandard materials** (for example, maps, videos, sounds recordings): Fees shall be the actual costs incurred by the district plus staff time used to them.
- **Research fees:** If a request requires district staff to spend more than 15 minutes searching or reviewing records prior to their review or release for copying, the fee shall be \$50 per hour, charged in 15-minute increments, for any time spent over 15 minutes. The district shall estimate the total amount of time required to respond to the records request and must be paid in advance before the search will proceed. If the actual time and costs are less than estimated, the excess money shall be refunded to the requester. If the actual time and costs are in excess of the estimated time, the difference shall be paid by the requester when the records are produced.
- **Additional charges:** If a request is of such magnitude and nature that compliance would disrupt the district's normal operation, the district may impose such additional charges as are necessary to reimburse for its actual costs of producing the records.
- **Reduced Fee or Free Copies: whenever it determines that furnishing copies of public records in its possession at a reduced fee or without costs would be in the public interest, the board or library director may so authorize. ORS 192.440(4).**

Personally Identifying Information to be Separated or Redacted

In accordance with ORS 192.338, 192.345, 192.355, and 192.377 JCLD shall separate the exempt and nonexempt records and make the nonexempt records available to the requester. Where necessary, exempt material, including personally identifying information, shall be redacted from any public records requests.

Authorization Required for Removal of Original Records

At no time shall an original record of the library district be removed from the district's files or the place at which the record is regularly maintained, except upon authorization of the Board of Directors or the library director.

On-Site Review of Original Records

If a request to review original records is made, JCLD shall permit such a review provided that search fees are paid in advance in accordance with the Fees for Public Records section, above. A representative shall be present at any time original records are reviewed, and the charges for standing by while the records are reviewed shall be the same as the charges for searching or reviewing records.

Unauthorized Alteration, Removal, or Destruction of Records

If any person attempts to alter, remove or destroy any JCLD record, the library representative shall immediately terminate such person's review, and notify the attorney for JCLD.

TO: Josephine Community Library District Board of Directors
FROM: Kate Lasky, Library Director
DATE: December 18, 2019
SUBJECT: First Reading of Personnel Policies

The following personnel policy is presented for the board's first reading this month:

- New Personnel Policy 4-10-1, **Acceptable Use Policy (new)**
The policy defines the acceptable use and monitoring of Library District's electronic communication / information systems.

Background:

Currently the library has no policy for the use of encryption devices or encryption software. This policy limits the use of such devices or software unless expressly approved by the library director in conjunction with ITs Managed.

This policy also provides guidance for general use of district owned equipment and software for employees, contractors and partners.

Resources:

SDAO Communications and Software Policy

SANS Institute <https://www.sans.org/security-resources/policies/general/pdf/acceptable-use-policy>

Policy 4-10-1. Acceptable Use Policy

Adopted xx/xx/xxxx

Objective

This policy describes the acceptable use and monitoring of Josephine Community Library District's (JCLD) electronic communication / information systems including computers, electronic mail, internet access, operating systems, storage media, voicemail, copy machines, etc. These are the property of JCLD and are to be used for business purposes in serving the interest of JCLD, patrons, vendors and partners in the course of normal operations. The use of the district's electronic communication / information systems for non-job-related purposes is strictly prohibited and employees should not have any expectation of privacy when using these systems or any related equipment.

This policy applies to employees, contractors, consultants, partners, temporaries and other workers at JCLD. This policy applies to all equipment and software that is owned or leased by JCLD.

JCLD reserves the right to audit networks and systems on a periodic basis to ensure compliance with this policy.

Josephine Community Library District (JCLD) implements this policy not to impose restrictions that are contrary to JCLD's culture of openness and trust. JCLD is committed to protecting its employees, partners and the district from illegal and damaging actions by individuals either knowingly or unknowingly.

General Use

Only authorized users may access the internet on district owned equipment and software. The district's name should not be used in social media forums without prior written authorization from the library director. Employees should not mail, upload or broadcast any information for personal gain including but not limited to: chain letters, solicitations, employment opportunities, sale of products, and / or searches of non-business related sites or any obscene or offensive material.

All JCLD computing devices must be secured with a password protected screensaver. An individual must lock the screen / log off when the device is unattended.

Employees, contractors and partners must use extreme caution when opening email attachments received from unknown senders, which may contain malware.

Employees, contractors and partners have a responsibility to promptly report any theft of unauthorized disclosures of JCLD proprietary information.

Unacceptable Use

Employees, contractors, consultants, partners, temporaries and other workers are prohibited to engage in the following activities while using district owned or leased resources. This list is not meant to be exhaustive, but an attempt to provide a framework for unacceptable usage:

- Any activity that is illegal under local, state, federal or international law.
- Violations of the rights of any person or company protected by copyright, trade secret, patent or other intellectual property, including but not limited to the installation or distribution of “pirated” or other software products that are not appropriately licensed for use by JCLD.
- Unauthorized copying of copyrighted material including but not limited digitization and distribution of photographs, music, etc.
- Introduction of malicious programs in the network of server (e.g. viruses, worms, trojan horses, email bombs, etc.)
- Revealing your passwords and use of your account by others.
- Circumventing user authorization or security of any host, network or account.
- Providing information about or lists of JCLD’s employees to outside parties.
- The use of encryption devices or software that has not been authorized by JCLD including but not limited to: Tor, Ultrasurf, Hide my IP, ExpressVPN, Private Internet Access, proxy servers, etc.
- Any form of harassment via email or telephone.

Non-compliance and violations of this policy may be subject to disciplinary action, up to and including termination of employment, contract or partnership.

Resources:

SDAO Communication and Software Policy

SANS Institute <https://www.sans.org/security-resources/policies/general/pdf/acceptable-use-policy>