

**MONROE COUNTY PUBLIC LIBRARY  
BOARD OF TRUSTEES**

**WORK SESSION  
Wednesday, December , 2013  
5:45 p.m.  
Meeting Room 1B**

**AGENDA**

1. Call to Order –Valerie Merriam, President
2. Computer and Internet Use Policy (page 1-3) – Ned Baugh
3. 2014 Holiday Schedule (page 4) – Kyle Wickemeyer-Hardy
4. 2014 Pay Schedule (page 5) – Kyle Wickemeyer-Hardy
5. 2014 Salary Schedule (page 6-8) – Kyle Wickemeyer-Hardy
6. CATS 2014 Agreements with City of Bloomington-Permission to Use Digital Underground Fiber (page 8-12), Funding Agreement for 2014 (page 13-17), and Public, Education and Government Channel Programming (page 18-22) – Michael White
7. CATS 2014 Agreement with Town of Ellettsville (page 23-24) – Michael White
8. 2014 Fee Schedule (page 25-26) – Gary Lettelleir
9. Resolution to Permit Transfer from LIRF to Cover Potential Late Tax Settlement (page 27) – Gary Lettelleir
- 10.Public Comment
- 11.Adjournment

View the Board Packet on the Library's website:

<http://mcpl.info/library-trustees/meetings>.

# **Internet and Computer Use Policy**

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## **INTRODUCTION**

This is a library-wide policy for the management of computer data networks and the resources they make available, as well as stand-alone computers that are owned and administered by the Monroe County Public Library (MCPL). The policy reflects the principles of MCPL. It specifies the Library's objectives in providing computing resources for public use and the responsibilities assumed by the users of such resources.

In accord with the Indiana Code (IC 36-12-1-12), MCPL performs a public review of this Internet and Computer Use Policy annually.

## **OBJECTIVES**

MCPL provides computers which allow public access to a variety of electronic resources, including in-house databases (the library catalog, magazine indexes, and business directories), productivity software (word processors, spreadsheets, etc.), and the Internet (primarily through Web browsers). While MCPL does not provide email accounts, patrons may send and receive email if they have an account accessible through the World Wide Web.

In keeping with our general policies, MCPL protects patrons' rights to privacy and confidentiality. MCPL keeps any communications that reside on its computer network confidential. However, in general, electronic communication is not secure and networks are sometimes susceptible to outside intervention. As part of normal system maintenance, network administrators do monitor system activity, but the library does not reveal information about an individual's use of computer resources unless compelled to do so by a court order.

To promote equitable access to computer resources, MCPL utilizes time management software. To access the Internet, an individual must use his or her own library card number or guest pass number. Staff may also take other measures to manage Internet time including (but not restricted to) reserving terminals for individuals or groups with specific needs.

## **USER RESPONSIBILITIES**

To ensure fair and proper use of library computing resources, users must follow the legal and cooperative rules listed below.

### **Legal Responsibilities:**

Computing resources may only be used for legal purposes. Examples of illegal use include, but are not limited to, the following:

- Attempting to alter or damage computer equipment, software configurations, or files belonging to MCPL, other users, or external networks
- Attempting unauthorized entry to MCPL's network or external networks
- Intentional propagation of computer viruses, trojans, etc.
- Violation of copyright or communications laws
- Violation of software license agreements
- Transmission of speech not protected by the First Amendment, such as libel and obscenity

### **Cooperative Responsibilities:**

MCPL strives to balance the rights of users to access different information resources with the rights of users to work in a public environment free from harassing sounds and visuals. We ask all our library users to remain sensitive to the fact that they are working in a public environment shared by people of all ages, with a variety of information interests and needs. In order to ensure an efficient, productive computing environment, the Library insists on the practice of cooperative computing. This includes:

- Respecting the privacy of other users
- Not using computer accounts, access codes, or network identification codes assigned to others
- Refraining from overuse of connect time, information storage space, printing facilities, processing capacities, or bandwidth capacities
- Refraining from the use of sounds and visuals which might disrupt the ability of other library patrons to use the library and its resources

## **SANCTIONS**

MCPL relies on the cooperation of its users in order to efficiently and effectively provide shared resources and ensure community access to a wide range of information. If individuals break these acceptable use rules in any way, their right to use networked resources may be suspended for a specified time, depending on the damage caused by their actions. They will be notified of the length of and reason for the suspension. Individuals using library computing resources for illegal purposes may also be subject to prosecution.

## **COMPUTER USE AT MCPL INCLUDES PUBLIC ACCESS TO THE INTERNET**

MCPL aims to develop collections, resources, and services that meet the cultural, educational, informational and recreational needs of its diverse community, and which respond to advances in technology. With this goal in mind, and as part of its mission to meet the changing needs of the community, MCPL offers access to the Internet.

A global network of computers, the Internet provides access to a wide variety of educational, recreational and reference resources, many of which are not available in print, but there is no central control over its content or users. The Internet contains a diverse range of information, some of which may be objectionable or offensive.

MCPL cannot protect users from offensive Internet content, but librarians can offer advice and suggestions to help ensure effective Internet searching.

MCPL has investigated filters designed to restrict access to various online content, but has found them to be both overly broad (restricting access to materials that no one would find objectionable) and not fully effective (allowing access to a considerable number of sites of the sort they purport to block). Given these limitations, MCPL has not installed such software. In order to provide alternatives for minors, MCPL does provide links through the Children's site to search engines with filters.

## **DISCLAIMERS**

Except for the Web pages produced by the Library, MCPL does not control Internet content and makes no general effort to limit Internet access. However, when informed of a violation of MCPL's Internet and Computer Use Policy, library staff will enforce the legal and cooperative responsibilities outlined above.

As with other materials, parents and guardians of minor children – not the library nor its staff – are responsible for supervising their children's use of Internet resources at the library.

MCPL cannot ensure the availability nor the accuracy of external electronic resources. Like print materials, not all electronic sources provide accurate, complete or current information. Users need to be good information consumers, questioning the validity of information.

## **LIMITATION OF LIABILITY**

MCPL assumes no liability for any loss or damage to users' data or devices, nor for any personal damage or injury incurred as a result of using MCPL's computing resources. This includes damage or injury sustained from invasions of the user's privacy.

*Adopted by the Board of Trustees of the Monroe County Public Library on March 5, 1997, amended June 21, 2001; June 20, 2002; and July 17, 2003; reaffirmed June 16, 2004; revised June 15, 2005; reaffirmed June 20, 2007; June 17, 2009, September 15, 2010; and September 19, 2012.*

## 2014 HOLIDAYS

|                  |                    |  |
|------------------|--------------------|--|
| Wednesday        | January 1, 2014    | New Year's Day                             |
| Sunday           | April 20           | Spring Holiday/Easter                      |
| Monday           | May 26             | Memorial Day                               |
| Friday           | July 4             | Independence Day                           |
| Monday           | Sept. 1            | Labor Day                                  |
| Thursday         | November 27        | Thanksgiving Day                           |
| Friday           | November 28        | Thanksgiving Holiday                       |
| Wednesday        | December 24        | Winter Holiday                             |
| Thursday         | December 25        | Winter<br>Holiday/Christmas Day            |
| <i>Wednesday</i> | <i>December 31</i> | <i>New Year's Eve: Close<br/>at 5 p.m.</i> |
| Thursday         | January 1, 2015    | New Year's Day                             |

**MONROE COUNTY PUBLIC LIBRARY  
PAY SCHEDULE  
2014**

| Pay Period                      | Pay Date     |
|---------------------------------|--------------|
| December 16 – December 29, 2013 | January 10   |
| December 30 – January 12        | January 24   |
| January 13– January 26          | February 7   |
| January 27 – February 9         | February 21  |
| February 10 – February 23       | March 7      |
| February 24 – March 9           | March 21     |
| March 10 – March 23             | April 4      |
| March 24 – April 6              | April 18     |
| April 7 – April 20              | May 2        |
| April 21 – May 4                | May 16       |
| May 5 – May 18                  | May 30       |
| May 19 – June 1                 | June 13      |
| June 2 – June 15                | June 27      |
| June 16– June 29                | July 11      |
| June 30 – July 13               | July 25      |
| July 14 – July 27               | August 8     |
| July 28 – August 10             | August 22    |
| August 11 – August 24           | September 5  |
| August 25 – September 7         | September 19 |
| September 8 – September 21      | October 3    |
| September 22 – October 5        | October 17   |
| October 6 – October 19          | October 31   |
| October 20 – November 2         | November 14  |
| November 3 – November 16        | November 28  |
| November 17 – November 30       | December 12  |
| December 1 – December 14        | December 26  |

**2015**

|                                 |                 |
|---------------------------------|-----------------|
| December 15 – December 28, 2014 | January 9, 2015 |
|---------------------------------|-----------------|

## 2014 Salary and Wage Recommendation

### Background

In 2009, The Singer Group completed a classification-compensation study for the library. Comparison with a group of benchmark libraries showed that the library's current salaries were below average in some areas.

In 2010, employees in Pay Grades A-I received the first half of the adjustments recommended in the classification-compensation study to bring them up to market averages and address historical inconsistencies. Managers received a 1% salary increase.

In 2011, employees in Pay Grades A-I received the second half of adjustments recommended in the classification-compensation study. Managers received increases that partially addressed the substantial gaps between current salaries and market averages.

In 2012 and 2013, employees and managers received identical increases. The library delayed addressing manager salary deficits in 2012 due to possible budget shortfalls. The potential shortfalls were addressed at the end of 2012 when capital expenditures were absorbed by a general obligation bond.

In late 2013, we contacted six Indiana libraries the same size as or larger than Monroe County Public Library to update the salary data:

- Indianapolis Public Library
- Allen County Public Library
- Evansville-Vanderburgh County Public Library
- St. Joseph County Public Library
- Porter County Public Library
- Tippecanoe County Public Library

Despite the passage of five years, a recession, and serious funding challenges in other Indiana communities, we discovered that the library's manager and associate director salary schedules and current salaries are still below average, as the chart below summarizes.

| <b>2013 Salary Comparison: Director, Associate Director, Managers</b> |                      |                |            |                           |                |            |                              |
|---|----------------------|----------------|------------|---------------------------|----------------|------------|------------------------------|
|   | <i>Monroe County</i> |                |            | <i>Other IN Libraries</i> |                |            | <i>Difference in current</i> |
|   | <i>Min</i>           | <i>Current</i> | <i>Max</i> | <i>Min</i>                | <i>Current</i> | <i>Max</i> |                              |
| <b>Manager</b>  | \$45,299             | \$56,169       | \$67,948   | \$45,880                  | \$67,396       | \$77,075   | -( <b>\$11,227</b> )         |
| <b>Associate Director</b>   | \$63,024             | \$79,560       | \$94,536   | \$67,540                  | \$89,225       | \$102,868  | -( <b>\$9,665</b> )          |
| <b>Director</b>   |                      | \$97,708       |            |                           | \$117,530      |            | -( <b>\$19,822</b> )         |

## **Recommendations**

For employees on the library payroll as of December 31, 2013, effective for the pay period ending January 10, 2014:

1. Pay Grades A-I: 2% increase, made up of 1% cost-of-living and 1% increment.
2. Increase the Pay Grade J (manager) position minimum from \$1,742.25/pay period (\$45,299/year) to \$1,807.70/pay period (\$47,000/year) and maximum from \$2,613.38/pay period (\$67,948/year) to \$2,653.85 (\$69,000/year) on the salary schedule.
3. Pay Grade J (Managers): For those managers whose 2013 salaries fall below the new midpoint (\$58,000/year), increase salary by \$5,000. For those above the new \$58,000 midpoint, increase salaries by 2%. These increases will bring managers' 2014 salaries to an average of \$59,266, still below the average of the benchmark libraries. If a manager leaves, the library may still need to increase the beginning salary above the minimum to attract quality candidates.
4. Increase the Pay Grade K (associate director) position minimum from \$2,424.00/pay period (\$63,024/year) to \$2,576.93/pay period (\$67,000/year) and maximum from \$3,636.00/pay period (\$94,536/year) to \$ 3769.23/pay period (\$98,000/year) on the salary schedule.
5. Pay Grade K (Associate Director): Increase salary by \$5,000.

The cost of recommended increases falls within the amounts budgeted for 2014 and will better position the library to compete for top talent in coming years.



# MONROE COUNTY PUBLIC LIBRARY

## *2014 Wage and Salary Schedule*

| <u>Pay Grade</u>           |    | <u>2014 Minimum</u> | <u>2014 Maximum</u> |
|----------------------------|----|---------------------|---------------------|
| <b>HOURLY / NON-EXEMPT</b> |    |                     |                     |
| <b>A</b>                   |    | \$7.66              | \$10.72             |
| <b>B</b>                   |    | \$8.78              | \$12.29             |
| <b>C</b>                   |    | \$10.81             | \$15.14             |
| <b>D</b>                   |    | \$11.94             | \$16.71             |
| <b>E</b>                   |    | \$13.16             | \$18.42             |
| <b>F</b>                   |    | \$14.28             | \$20.71             |
| <b>G</b>                   |    | \$15.82             | \$22.93             |
| <br><b>EXEMPT</b>          |    |                     |                     |
| Hours/Pay Period           |    |                     |                     |
| <b>H</b>                   | FT | \$1,377.14          | \$2,065.71          |
|                            | 60 | \$1,101.71          | \$1,652.57          |
|                            | 50 | \$928.30            | \$1,375.77          |
| <b>I</b>                   | FT | \$1,530.15          | \$2,295.23          |
| <b>J</b>                   | FT | \$1,807.70          | \$2,653.85          |
| <b>K</b>                   | FT | \$2,576.93          | \$3,769.23          |

The Wage and Salary Schedule will increase by 1% for Pay Grades A through I in 2014 (COL). Employees active on December 31, 2013 will receive a 1% an additional 1% increment for 2014.

The minimum for Pay Grade J will increase from \$1,742.25 to \$1,807.70/pay period; the maximum will increase from \$2,613.38 to \$2,653.85/pay period.

The minimum for Pay Grade K will increase from \$2,424.00 to \$2,576.93/pay period; the maximum will increase from \$3,636.00 to \$3,769.23/pay period.

**AGREEMENT BETWEEN THE CITY OF BLOOMINGTON  
AND THE MONROE COUNTY PUBLIC LIBRARY  
FOR PERMISSION TO USE DIGITAL UNDERGROUND FIBER**

WHEREAS, the City of Bloomington (“City”), through its Information and Technology Services Department (“ITS”), has adopted a policy of placing fiber optic cable in buried conduit throughout the City and refers to this network as the Bloomington Digital Underground (“BDU”); and,

WHEREAS, Indiana Code § 36-1-7-2 authorizes governmental entities to enter into contracts to buy, sell, or exchanges services, supplies or equipment between or among themselves; and,

WHEREAS, the Monroe County Public Library (“MCPL”) is a governmental entity and seeks to obtain the services of the City in the form of connection to and use of strands of fiber of the BDU; and,

WHEREAS, the City wishes to provide said services to MCPL upon certain terms and conditions;

NOW, THEREFORE, the City and MCPL agree as follows:

**Section 1: Term.** This Agreement shall be in full force from the date this Agreement is fully executed and shall end on December 31, 2014.

**Section 2: Permission.** This Agreement grants MCPL permission to use four (4) strands of dark fiber optic cable located in the City’s BDU network.

**Section 3: Payment.** MCPL shall not be required to make payment to the City for the use of these fiber optic strands, however, the City reserves the right to enact legislation which could impose payment obligations. In the event that the City enacts legislation which would impose payment obligations, MCPL shall have the right to terminate its obligations under this Agreement. Any payment obligation which may be imposed shall be due and payable in advance on an annual basis.

**Section 4: Use.** MCPL shall be responsible for lighting the fibers. The City shall be responsible for patching over to MCPL’s ISP(s) within the Telecom Hotel.

**Section 5. Connection:** MCPL shall be responsible for securing any easements necessary for connection to the BDU and for construction of lateral connections in compliance with standards and specifications established by ITS. Line-locate wires must be installed in any lateral which connects to the BDU. Splicing and connection to the BDU must be performed by a certified technician, and all costs associated with connecting to the BDU shall be borne by MCPL. Upon completion of its connection to the BDU, MCPL shall provide the City with “as built” drawings in both print and digital form of MCPL’s connections and laterals. MCPL shall be responsible

for any repairs to the connections and laterals which must be performed during the term of this Agreement. MCPL shall notify the City forty-five (45) days in advance of any construction projects pertaining or connecting to the BDU.

**Section 6. Responsibility for Maintenance and Repairs.** The City shall be responsible for maintenance and repair of the BDU core network. MCPL shall be responsible for maintenance and repair of its lateral connections from the splice point to their facility. MCPL shall notify the City forty-eight (48) hours in advance of any maintenance hole or hand-hole entrance to the BDU.

**Section 7. Restoration and Line Location Services.** The City shall retain an Emergency Restoration Agreement (“ERA”) on the BDU core network with a certified contractor. The City will provide line locate services for the BDU core network. MCPL shall be responsible for their own ERA of fiber optics from the splice point to their facility along with line location services unless the City has extended the BDU along the lateral pursuant to Section 9 below.

**Section 8. Call Out Requirements.** MCPL will provide a call out list to the City in case of emergency work. The list should include the order in which the City is to call out, the cell phone, pager, and home phone numbers, as well as e-mail addresses for each person on the list.

**Section 9. Right to Co-locate.** MCPL agrees to permit the City to install BDU conduit within any new MCPL lateral extension, with the City bearing the marginal additional cost of installation of said conduit. The City may, at its discretion, install conduit in all, part or none of the lateral extension.

**Section 10. Substitution of Fibers.** In the event that in the future MCPL obtains the City’s permission to use fiber in a different conduit or a conduit as a whole, the City may request that MCPL discontinue use of the fibers referenced herein and those fibers shall be returned to the City’s management in exchange for an equivalent number of fibers in the additional conduit or as part of the arrangement for the additional conduit itself.

**Section 11. Rights Reserved.** The City reserves the right to terminate its obligations under this Agreement without notice or liability to MCPL in the event that the Telecom Hotel shall cease service or change owners, or in the event of any damage, destruction or condemnation of the Telecom Hotel which renders it unusable or inoperable. The City also reserves the right to terminate its obligations under this Agreement at its sole discretion upon thirty (30) days written notice to MCPL.

**Section 12. Waiver of Claims.** The City and its agents shall have no liability to MCPL for any damage to the property of MCPL located in or about the BDU core network. MCPL hereby waives all claims for recovery from the City of any loss or damage incurred due to defects in, or damage to, the fiber optic cable system.

**Section 13. Waiver of Warranties.** The City expressly disclaims all express and implied warranties, including but not limited to the implied warranties of merchantability and fitness for a particular purpose. Except as otherwise provided in this Agreement, no information, oral or

written, provided or disseminated by the City shall create any express or implied warranties, guaranty of performance, or contractual obligations.

**Section 14. Assignment of Rights.** The rights granted to MCPL shall not be assigned in whole or in part without the City's prior written consent. In the event said consent is granted, the provisions of this Agreement shall be binding upon and inure to the benefit of any successors and assigns.

**Section 15. Indemnification.** MCPL shall defend, indemnify, and hold harmless the City from and against all liabilities, judgments, claims, damages, settlements, expenses and costs, including reasonable attorneys' fees and litigation expenses arising out of or relating to MCPL's execution and undertaking of this Agreement. MCPL shall promptly notify the City of any third party claim or legal action arising out of or related to this Agreement.

**Section 16. Third Party Rights.** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and MCPL.

**Section 17. Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.

**Section 18. Costs and Expense of Enforcement.** If MCPL shall default in the performance of any of its obligations under this Agreement, it shall be responsible for the reimbursement of any attorneys' fees and expenses which the City may incur in enforcing any obligations herein.

**Section 19. Waiver.** No waiver by either party of any default or breach of the other party's performance of any term, condition or covenant of this Agreement shall be deemed to be a waiver or any subsequent default or breach of the same or any other term, condition or covenant contained in this Agreement.

**Section 20. Notices.** All notices required to be given by either party hereunder shall be in writing and delivered by hand, courier, overnight delivery service or registered or certified mail return receipt requested. Any notice or other communication under this Agreement shall be deemed given when received or refused and shall be directed to the following address:

**CITY**

Information and Technology Services Dept.  
City of Bloomington  
401 N. Morton Street, Suite 150  
Bloomington, IN 47404  
Attn: Director

**MCPL**

Monroe County Public Library  
303 E. Kirkwood Ave.  
Bloomington, IN 47408  
Attn: Director

**Section 20. Severability.** Should any part of the Agreement be found in violation of any federal, state, or local law or ordinance, all unaffected parts shall remain in effect and enforceable provided that the intent of the Agreement is still served.

IN WITNESS WHEREOF, the parties have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

City of Bloomington  
Board of Public Works  
By:

Monroe County Public Library  
Board of Trustees  
By:

\_\_\_\_\_  
Charlotte Zietlow, President

\_\_\_\_\_  
President, MCPL Board of Trustees

\_\_\_\_\_  
Mark Kruzan, Mayor

\_\_\_\_\_  
Sara Laughlin, MCPL Director

**CITY OF BLOOMINGTON**  
**and**  
**MONROE COUNTY PUBLIC LIBRARY**  
**CATS FUNDING AGREEMENT for 2014**

**This Agreement** is entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_, at Bloomington, Indiana, by and between the Board of Public Works of the City of Bloomington, hereinafter referred to as the "City," the Monroe County Public Library, hereinafter referred to as "Library," and Community Access Television Services, hereinafter referred to as "CATS." CATS and the Library agree to provide services as set forth below and comply with all provisions of this Agreement, and the City agrees to provide funding as set forth below.

**Article I. Services to be provided by Library.**

CATS and the Library agree as follows:

- (a) To cablecast live coverage of City of Bloomington Common Council, Plan Commission, Board of Public Works, Board of Zoning Appeals, Board of Parks Commissioners and Utilities Service Board meetings, if given at least one week's notice by the City of the meeting times. These meetings will also be replayed at least twice during the week they occur, and will be webcast as feasible by CATS. Upon request by the Office of the Mayor or City ITS Department, the Library will provide the City with free copies in the specified format of any of the above cablecast meetings or other meetings and events described elsewhere in this agreement.
- (b) To produce weekly editions of "Pets without Partners" and provide cablecasts of other meetings and events, and to produce programs on community services and issues as requested by the City. The content of all City public meetings broadcast by CATS shall be placed in the public domain, meaning that the work may be freely reproduced, distributed, transmitted, used, modified, built upon, or otherwise exploited by anyone for any purpose, commercial or non-commercial, and in any way, including by methods that have not yet been invented or conceived. CATS may not assert any copyright claim and no right shall attach to City public meeting broadcasts.
- (c) To provide live internet streaming and online digital storage of meetings that CATS cablecasts through a browseable and searchable website.
- (d) To provide quarterly financial reports to the City delineating the utilization of funds which Library has received for the support of CATS from the City of Bloomington, the Town of Ellettsville, Monroe County and any other source as well as funding received directly from Library.

The financial reports may be submitted in the format compatible with Library's normal budgeting information as is readily available through its existing accounting software. Budget lines shall include comparison of actual expenditures with budgeted amounts. Reports shall include a listing of all revenues designated for CATS by all entities

contributing, including in-kind contributions from Library and other gifts, grants, etc., CATS receives.

Reports shall be submitted to the Information & Technology Services Department, the Office of the City Controller and the Office of the Mayor no later than 30 days after the following dates: March 31; June 30; September 30 and December 31. In addition, the Library shall provide on a timely basis such financial reports as requested by the City in addition to quarterly reports in the format as referenced above.

- (e) To oversee its allocation of the cable channels available to the City through the City's franchise, for the purposes of public access, educational and governmental cablecasting.
- (f) To use all grants and monies received by the Library from the City of Bloomington for the support of and usage by CATS only on costs directly related to the operations of CATS.

**Article II. Designated use of Agreement Funds and Equipment.**

The Library agrees to use Agreement funds and equipment as follows:

- (a) To pay for services rendered in accordance with this Agreement.
- (b) To utilize to the maximum extent feasible funds received from all sources of revenue.
- (c) To refund to the City of Bloomington funds received under this Agreement which may later be determined to have been received or expended in noncompliance with the Agreement as a result of audit by the State Board of Accounts or Library, pursuant to the terms of this Agreement.
- (d) To return all equipment made available through this Agreement within one week if requested by the City or upon termination of this Agreement.
- (e) To utilize equipment made available through this Agreement solely in the provision of services as outlined herein.

**Article III. Data on Affirmative Action.**

The Library agrees to implement an affirmative action plan which complies with the City's regulations for contractors. The Library will submit its affirmative action plan to the City's Contract Compliance Officer for review within ten days of signing this Funding Agreement, and shall make all necessary and reasonable changes to its plan to bring it into compliance within twenty days of notice from the Officer of any deficiencies.

**Article IV. Funding Procedure.**

To outline the system by which funds are to be transferred by the City to the Library, and to assure adequate documentation of disbursements by the City:

- (a) The Library will submit a signed claim voucher or invoice to the Information and Technology Services Department of the City of Bloomington, ITS, which will be processed in accordance with the City's normal practice for payments and reimbursements. Invoices may be submitted at the beginning of each quarter – January, April, July, and October.
- (b) The City will provide funding at the rate of **\$101,976.25** quarterly for the calendar year beginning January 1, 2014, with the total not to exceed **\$407,905.00**.

**Article V.      Accounting Procedures.**

The Library agrees to maintain accounting procedures that shall provide for:

(a) All grants and monies received by the Library from the City of Bloomington, the Town of Ellettsville, Monroe County and any other source are solely intended for the support of and usage by CATS and shall not on any account be made available for use as Library general operating funds. If at the end of any fiscal year such grants or monies have not been expended on costs directly related to the operations of CATS, said grants or monies shall remain for future usage for support of the operations of CATS and shall not revert or be otherwise transferred to any fund for general usage by, or support of, Library.

(b) Accurate, current, and complete disclosure of the financial results of its service program.

(c) Records which identify adequately the source and application of funds for program supported activities.

(d) Effective control over and accountability for all funds, property and other assets. The Library will adequately safeguard all such assets and shall assure that they are used solely for authorized purposes.

**Article VI.      Program Monitoring and Library Reporting Requirements.**

In addition to the financial reports described in Article I (d), the Library agrees to submit to the Information & Technology Services Department and the Board of Public Works at least quarterly a report which shall cover each month of the previous quarter's programming and usage of the cable channels, proposed or planned special programming for the future and an analysis of services provided to City residents.

**Article VII.      Access to Records.**

The Library agrees that it will give the City of Bloomington, through an authorized representative, access to, and the right to examine all records, books, papers or documents related to the funding provided by this Agreement, for the purpose of making surveys, audits, examinations, excerpts, and transcripts.

**Article VIII.      Retention of Records.**

The Library agrees that it will retain for a period of three years financial records, supporting documents, statistical records, and all other records pertinent to the funding provided by this Agreement, with the following exceptions:



- (a) These records shall be retained beyond the three-year period if audit findings have not been resolved, in which case such records shall be retained until any audit findings are resolved.
- (b) At the request of the City any records pertinent to the program funded by this Agreement are to be transferred to the City if the City determines that the records possess long-term retention value, in which case the Library shall be exempt from the three-year retention period above.

The three-year period mentioned herein is to be determined from the date of the Library's biennial audit.

**Article IX. Termination of Agreement.**

The Library agrees that this Agreement is subject to the availability of funds and that if funds become unavailable for the performance of this Agreement, the City may terminate the Agreement. If funds become unavailable, the City shall promptly notify the Library in writing of the termination and the effective date which must be at least 30 days from notification.

It is further agreed that the City or the Library may terminate funding in whole or in part when both parties agree that the continuation of the program would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date, and, in the case of partial terminations, the portion to be terminated. The Library shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The City shall allow full credit to the Library for the allocable portion of noncancellable obligations, properly incurred by the Library prior to termination.

**Article X. Forfeiture of Funds for Noncompliance.**

It is agreed that the City may terminate any funding, in whole or in part, at any time before the date of completion of the program, whenever it is determined that the Library has failed to comply with the conditions of this Agreement, or with other conditions imposed by the laws, rules and regulations to which this Agreement refers. The City shall promptly notify the Library in writing of the determination and the reasons for the determination, together with the effective date. Payments made to the Library or recoveries by the City under funding terminated for cause shall be in accord with the legal rights and liabilities of the parties.

**Article XI. Verification of Work Status.**

The Library certifies that it is enrolled in the E-Verify program and has verified the work eligibility status of all newly hired employees through the E-Verify program, unless the E-Verify program no longer exists, and that signing this contract serves as an affidavit affirming that the Library does not knowingly employ an unauthorized alien.

**Article XII. Investment Activities in Iran**

The Library affirms by its signature that it is in compliance with Indiana Code 5-22-16.5 et. seq., and does not knowingly engage in investment activities in Iran by providing goods or services worth \$20,000,000 or more in value to the energy sector of Iran.

**In Witness whereof**, the parties hereto have caused this Agreement to be executed on the dates following their signatures. The latest of the dates shall constitute the starting date of this Agreement.

**CITY OF BLOOMINGTON**

By: \_\_\_\_\_  
Charlotte Zietlow, President  
Board of Public Works

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Mark Kruzan, Mayor

Date: \_\_\_\_\_

**MONROE COUNTY PUBLIC LIBRARY:**

By: \_\_\_\_\_  
Sara Laughlin, Director

Date: \_\_\_\_\_

**COMMUNITY ACCESS TELEVISION SERVICES:**

By: \_\_\_\_\_  
Michael White, General Manager

Date: \_\_\_\_\_

**CITY OF BLOOMINGTON**  
**and**  
**MONROE COUNTY PUBLIC LIBRARY**  
**PUBLIC, EDUCATION AND GOVERNMENT CHANNEL**  
**PROGRAMMING AGREEMENT for 2014**

WHEREAS, pursuant to the provisions of Indiana Code § 8-1-34-16, the Indiana Utility Regulatory Commission has the sole authority to grant a certificate of franchise authority to a video service provider (“VSP”); and,

WHEREAS, pursuant to the provisions of Indiana Code §§ 8-1-34 et seq., a VSP is required to make available on its video service system channels which contain public, educational, and governmental programming (“PEG channels”); and,

WHEREAS, pursuant to Sections 531 and 541 of the Communications Act, local franchising authorities may require cable operators to set aside channels for public, educational, or governmental (“PEG”) use; and,

WHEREAS, PEG Channels are broadly defined as follows:  
*Public* access channels are available for use by the general public. They are usually administered either by the cable operator or by a third party designated by the franchising authority; *Educational* access channels are used by educational institutions for educational programming. Time on these channels is typically allocated by either the franchising authority or the cable operator among local schools, colleges and universities; *Governmental* access channels are used for programming by organs of local government. In most jurisdictions, the franchising authority directly controls these channels; and,

WHEREAS, pursuant to the provisions of Indiana Code § 8-1-34-27, the operation of a PEG channel is the responsibility of the unit that receives the benefit of the channel, that being the City of Bloomington (“City”), and the VSP is responsible for the transmission of the channel; and,

WHEREAS, the City of Bloomington (“City”) controls six PEG Channels; and,

WHEREAS, the City, through its Information and Technology Services Department (“ITS”), provides PEG channel program content from its PEGCPs (“Public Education & Government Content Providers”) – currently CATS and WTIU – at a common distribution point (“PEGHub”) at the Bloomington Telecom Hotel facility in downtown Bloomington; and,

WHEREAS, the Monroe County Public Library through CATS wishes to provide five (5) channels of PEG programming to the City for the purpose of broadcast by Bloomington VSPs; and

WHEREAS, The PEGHub serves as a common distribution point for PEG content to multiple VSPs and provision of content from multiple PEGCPs at a single accessible location; and,

WHEREAS, the PEGCP wishes to reach an understanding with the City as to the terms and conditions of providing PEG channel programming from the common distribution point at the Telecom Hotel;

NOW, THEREFORE, the City and the PEGCP agree as follows:

**Section 1. Location.** The PEGCP shall provide PEG channel programming to the City's PEGHub, located in the City Cage at the Telecom Hotel. The Bloomington Telecom Hotel facility is located in downtown Bloomington at 7<sup>th</sup> and Walnut Streets (302 N. Walnut Street). The PEGCP shall be responsible for connecting at this location, securing space in the facility as needed, and cross connecting to the City's PEG Hub equipment in the City Rack. The City reserves the right to change the location of the PEG Hub if the Telecom Hotel closes or for any other reason. City will provide advance notice of relocation. In the event relocation occurs, The City and the PEGCP will negotiate mutually agreeable terms for covering the costs of connecting at the new PEG Hub location.

**Section 2. Technical Specifications.** The City shall permit PEGCP to patch into the City Cage to provide PEG programming under the terms of this agreement. The PEGCP shall provide video signal for PEG channels in SDI format, specifically Serial Digital Interface (SDI) video signal with embedded AES (digital audio). The connection type the PEGCP will be connecting to will be a Bayonet Neill Concelman (BNC) connector.

**Section 3. Conditions.** Consistent with the requirements of State and Federal law, the PEGCP shall:

- a. Program five City of Bloomington PEG channels. One channel must be dedicated solely to City of Bloomington meetings, events and business.
- b. Provide the City of Bloomington PEG content at no less than full-screen broadcast resolution.
- c. Provide PEG suitable programming in keeping with the definition of PEG.
- d. Provide programming that is not otherwise available on other VSP channels.

**Section 4. Connecting.** The PEGCP shall be responsible for connecting at the PEG Hub location, securing space in the facility as needed and cross connecting to the City's PEG Hub equipment in the City Rack.

**Section 5. Term.** This Agreement shall be in full force and effect beginning on the date of execution of this Agreement and ending December 31, 2014. This agreement may be rescinded at the City's discretion with a 30-day written notice.

**Section 6. Waiver of Warranties.** The City and the PEGCP each expressly disclaim all express and implied warranties, including but not limited to the implied warranties of merchantability and fitness for a particular purpose. Except as otherwise provided in this agreement, no information, oral or written, provided or disseminated by the City or the PEGCP shall create any express or implied warranties, guaranty of performance, or contractual obligations.

**Section 7. Assignment of Rights.** The rights granted to the PEGCP shall not be assigned in whole or in part without the City's prior written consent. In the event said consent is granted, the provisions of this Agreement shall be binding upon and inure to the benefit of any successors and assigns.

**Section 8. Indemnification.** The VSP and the City (the "Indemnifying Party") shall each defend, indemnify, and hold harmless the other (the "Indemnified Party") from and against all liabilities, judgments, claims, damages, settlements, expenses and costs, including reasonable attorneys' costs and litigation expenses, arising out of or relating to the Indemnified Party's execution and undertaking of this Agreement, insofar as such liabilities, judgments, claims, damages, settlements, expenses and costs arise out of or are based upon the breach of this Agreement by the Indemnifying Party or the programming provided pursuant to the terms hereof. The VSP and the City shall each promptly notify the other of any third party claim or legal action arising out of or related to this Agreement. The PEGCP is responsible for securing any necessary copyrights for its content.

**Section 9. Third Party Rights.** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the PEGCP.

**Section 10. Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this Agreement shall be in Monroe County, Indiana.

**Section 11. Costs and Expense of Enforcement.** If either the PEGCP or the City shall default in the performance of any of its obligations under this Agreement, it shall be responsible for the reimbursement of any attorneys' costs and expenses which the other may incur in enforcing any obligations herein.

**Section 12. Waiver.** No waiver by either party of any default or breach of the other party's performance of any term, condition or covenant of this Agreement shall be deemed to be a waiver or any subsequent default or breach of the same or any other term, condition or covenant contained in this Agreement.

**Section 13. Notices.** All notices required to be given by either party hereunder shall be in writing and delivered by hand, courier, overnight delivery service or registered or certified mail return receipt requested. Any notice or other communication under this Agreement shall be deemed given when received or refused and shall be directed to the following address:

**CITY**

Information and Technology Services Dept.  
City of Bloomington  
401 N. Morton Street, Suite 150  
Bloomington, IN 47404  
Attn: Director

**The PEGCP**

MCPL and CATS  
303 E. Kirkwood Avenue  
Bloomington, IN 47408  
Attn: Director

**Section 14. Severability and Future Legal Developments.** Should any part of the Agreement be found in violation of any federal, state, or local law or ordinance, all unaffected parts shall remain in effect and enforceable provided that the intent of the Agreement is still served. In the event that action is taken by the Federal Communications Commission, Congress or the State of Indiana which addresses and impacts the responsibilities of the parties hereto regarding the provision of PEG channel programming, this agreement shall terminate, and the parties shall negotiate a new agreement consistent with that mandate.

**In Witness whereof,** the parties hereto have caused this Agreement to be executed on the dates following their signatures. The latest of the dates shall constitute the starting date of this Agreement.

**CITY OF BLOOMINGTON**

By: \_\_\_\_\_  
Charlotte Zietlow, President  
Board of Public Works

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Mark Kruzan, Mayor

\_\_\_\_\_  
Date

**MONROE COUNTY PUBLIC LIBRARY:**

By: \_\_\_\_\_  
Sara Laughlin, Director

\_\_\_\_\_  
Date

**COMMUNITY ACCESS TELEVISION SERVICES:**

By: \_\_\_\_\_  
Michael White, Station Manager

\_\_\_\_\_  
Date

2014 AGREEMENT TO PROVIDE COMMUNITY ACCESS TELEVISION SERVICE: TOWN OF ELLETTSVILLE

This Agreement is made by and between the Town of Ellettsville, hereinafter referred to as "Town", and the Monroe County Public Library, hereinafter referred to as "Library".

WHEREAS, it is the desire of the Town to aid the library in providing services and facilities to the public for local access television programming.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. To partially fund the operational expenses of the Community Access Center for the year 2014, the Town shall pay \$14,130. Such payment shall be in equal installments of \$3,532.50, payable at the beginning of each quarter of the calendar year 2014 (March 31, June 30, September 30, December 31).
2. The Library shall, by means of the Bloomington Community Access Television, telecast meetings of the Ellettsville Town Council, Ellettsville Planning and Zoning Board, Richland-Bean Blossom Community School Corporation.
3. The library shall provide an annual progress and financial report to the Town Council, which report shall summarize the utilization of the Town's payments.
4. This agreement is subject to an appropriation of funds by the Ellettsville Town Council.
5. Either party may terminate this agreement upon sixty (60) days written notice. Notice shall be sent to the following addresses unless such addresses are otherwise changed in writing:  
  
Town of Ellettsville  
221 North Sale Street  
Post Office Box 8  
Ellettsville, IN 47429  
  
Monroe County Public Library  
ATTN: Director  
303 East Kirkwood Avenue  
Bloomington, IN 47401
6. This agreement is for a period of one year.
7. Library certifies that it is enrolled in the E-Verify program and has verified the work eligibility status of all newly hired employees through the E-Verify program, unless the E-Verify program no longer exists, and that signing this contract serves as an affidavit affirming that the Library does not knowingly employ an unauthorized alien.
8. Library affirms that it is in compliance with Indiana Code 5-22-16.5 et. seq., and does not knowingly engage in investment activities in Iran by providing goods or services worth \$20,000,000 or more in value to the energy sector of Iran.



IN WITNESS WHEREOF, the parties have hereunto affixed their signatures on the date indicated below.

ELLETSVILLE TOWN COUNCIL

Signature 

Name / Title Brian Scott OODHAM Town Council President

Date 12 Nov 2013

Attest Andria C. Hook 11/12/2013  
Clerk/Treasurer

MONROE COUNTY PUBLIC LIBRARY

Signature \_\_\_\_\_

Name / Title \_\_\_\_\_

Date \_\_\_\_\_

Attest \_\_\_\_\_  
Sara Laughlin, Director

\_\_\_\_\_  
Michael White, CATS Manager

## Monroe County Public Library 2014 Fee Schedule

|  |   |
|--|---|
| Overdue fines  | \$0.25/day (Maximum \$10/item)<br>(No charge for children's materials)  |
| Collection Agency Fee  | \$10.00   |
| Replacement Library Card   | \$1.00  |
| Annual Subscription Card – Non-resident                                      | \$60.00   |
| Lost items   | Varies  |
| Photocopies  | \$0.10/page non-color, \$0.30/page color<br>(Patrons granted \$0.30/day free reference material copies)                             |
| Printing   | \$0.10/page non-color, \$0.30/page color<br>(Patrons granted \$0.30/day free printing)  |
| Obituaries supplied to those who live out-of-county                          | \$3/name  |
| Genealogy research supplied to those who live out-of-county                  | \$10/request  |
| Meeting room and auditorium rental for businesses operating in Monroe County | \$150/hour for Auditorium and 1B/1C combined<br>\$75/hour for 1A, 1B, 1C  |
| Meeting room clean-up fee  | Maintenance (reset room, clean carpet, repair furniture, etc.): \$25/hour. Equipment damage or replacement: Cost + \$10 service fee |
| CATS dubs  | \$10/dub<br>(No charge for dubs of public meetings for elected officials from units with contracts with CATS)                       |
| Supplies   |   |
| Reusable bags  | \$1/bag   |
| Blank CDs  | \$1/disc  |

Revised July 18, 2012  
Revised December 19, 2012  
Revised January, 2013  
Revised August, 2013

2014 Fee Schedule Notes

|                        |              | per capita |
|------------------------|--------------|------------|
| 2013 non-res fee       | 60.00        |            |
| 2010 County population | 137,974      |            |
| 2010 oper. budget      | 8,122,055.00 | 58.87      |
| 2012 oper. budget      | 7,587,246.00 | 54.99      |
| 2013                   | \$7,788,046  | \$56.45    |
| 2014                   | \$7,881,406  | \$57.12    |

**MONROE COUNTY PUBLIC LIBRARY BOARD OF TRUSTEES  
RESOLUTION TO PERMIT THE TRANSFER OF LIBRARY  
IMPROVEMENT RESERVE FUND TO THE OPERATING, DEBT  
SERVICE, AND LIBRARY CAPITAL PROJECT FUNDS**

WHEREAS, there is a possibility that the tax settlement may not be received by the close of business on December 31, 2013, it may be necessary to transfer money from one fund to another, in order to have a positive balance in all funds at the end of the year,

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Monroe County Public Library, 303 E. Kirkwood Avenue, Bloomington, Indiana, shall permit the transfer of up to \$1,000,000.00 from the Library Improvement and Reserve Fund (LIRF) to the Operating and/or Debt Service Fund, for cash flow purposes. The transfer will be reversed upon immediate receipt of the property tax settlement check from the County Auditor.

BE IT FURTHER RESOLVED that this resolution will become effective immediately.

ADOPTED THIS 18th DAY OF December, 2013

AYE

NAY

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