

BOARD OF TRUSTEES

Minutes– March 9, 2023

IN ATTENDANCE: JoAnne Hanrahan, Peter DeWind, Charmian Foster, Kate Miller-Corcoran, Jennifer Embree, Jill Kissick-Castro, Sarah Glose, Josias Bartram, Jennifer Church, Sherry Kowalski, Judd Karlman, Laura Haynes, Gillian Friedlander

GUESTS: Al Buyck, Vikki Collazo, Sarah Seese and Alexis Bronson
CALL TO ORDER: 6:04pm

NO PUBLIC COMMENTS

NO AMENDMENTS TO THE AGENDA

MINUTES: February 9, 2023 minutes approved. Motioned by Jill Kissick-Castro and 2nd by Charmian Foster, passes unanimously.

APPOINTMENTS & RESIGNATIONS:

Resignation: Sienna Dransfield – PT Library Clerk in Youth Services. Motion to accept by Sarah Glose and 2nd by Peter DeWind, passes unanimously.

NEW BUSINESS:

- Period Pantry (Sarah Seese and Alexis Bronson, Public Defenders Office)

The Period Pantry provides free menstrual products, underwear, moon cups that the community has access to. There is a similar, successful program in Schenectady.

The Period Pantry is located in the rotunda of the library. It is displayed in nice baskets, on shelving. The location is key because community members don't need to ask someone if they need a product.

The Pantry is restocked by Sarah and Alexis, along with their interns. It has been available for a month and it has taken off. An [Amazon Wishlist has been created](#) and monetary donations are being accepted. As the program gets up and running Sarah and Alexis are looking for ways to continue the program, sustain it and hope to spread it to other libraries in the area.

JoAnne Hanrahan reports that she has had a lot of positive feedback about it. A press conference is scheduled for this month, as it is Women's History Month.

Many members of the board spoke in support of the project, mentioning how inviting the space looks, they like the logo, and find the whole thing aesthetically pleasing.

A motion was made by Kate Miller-Corcoran to support the Period Pantry initiative, 2nd by Peter Dewind, passed unanimously.

- Harm reduction at BCPL

Gillian Friedlander spoke to the Board about public health initiatives revolving around harm reduction, specifically focused on drug use - keeping people safe, and providing information and services for public well-being.

Friedlander noted that the library does have drop boxes for used syringes already, in each bathroom. Staff would like to increase Narcan trainings and provide fentanyl test strips to the public. These test strips would be available in the Peer Counseling Room, and are small strips of paper that can detect the presence of fentanyl in all different kinds of drugs and drug forms.

These initiatives help to keep the community, the library and all patrons safe and prevents patrons from overdosing in the library.

Why the library? Libraries are increasingly becoming community spaces and many people who are unhoused and, often living with mental health and/or substance use disorder, can utilize our space during the day for shelter, while it's possible they aren't allowed to be in other spaces. We already have community members who are using and overdosing at the library; security is trained to administer Narcan and have to use it frequently. Librarians and staff are already dealing with this directly. These initiatives will meet a need that is already there.

Gillian shared a hand out (attached to 3/2023 board packet) of current BCPL Harm Reduction work and other public health initiatives, aside from harm reduction, that the BCPL is already involved with.

A question was raised about pushback from the perception about this program. The feedback from the public is that there is already a perception/reality that drug use is happening in the bathrooms. Josias is talking with the Broome County Sheriff's Department about both current use and how to address it in the community.

Josias suggests that we create a zone that is a safe zone for families, and that initiatives that are directed to adults would be past the circulation desk. Messaging will be important so that families aren't caught off guard. There is a bathroom in the youth services area that is only accessible with a key from the Youth Services desk, keeping that bathroom secure.

JoAnne mentions that the Peer Support Program has changed the feel in the Public Lounge Area. Now, Friends volunteers who are running the bookstore feel more secure. There is a community feel being created, and even when the counselors aren't there, patrons are filling in as leaders.

Through the Friends \$2,000 has been received from the Community Foundation for Narcan trainings which will be offered free at the library through the Southern Tier Aids Program. The funding will be used for food at the event and to buy test strips.

The Narcan training is optional for library staff. Security is the default for administering Narcan.

The Board would like to recognize that there will be NO needle exchange at the library and that the library is NOT being promoted as a safe space for drug use. We also do not approve tabling that

endorses or enables drug use.

A motion was made to approve the \$2,000 from the Community Foundation for SCNY for harm reduction and setting safe zones for families and children by Jill Kissick-Castro and 2nd by Sarah Glose, passes unanimously.

Harm reduction is an interest to the board. Anything beyond what we have agreed on will have to come before the board for approval.

- Distributing condoms and safe sex information

There were condoms displayed in the library rotunda for a time, there was feedback and the display was temporarily removed.

Josias spoke about it being appropriate for libraries to work with organizations who are handing out condoms as these are public health initiatives. As a compromise, the condoms will remain outside of the safe zone, and be available in the Peer Support Room and the public bathroom. Pamphlets will also be available in public bathrooms. This is in line with our partners and our mission. These products are also available in other public spaces in the community.

We are much stronger when we can talk about things and come to a compromise. A conversation will be held in the future about the Teen Area.

A motion was made that condoms, lube and pamphlets will be available in public bathrooms and adult zones by Jill Kissick-Castro and 2nd by Sarah Glose, passes unanimously.

In the future, new initiatives and new partners should be brought to the Board.

- Farm to Library/Produce Pantry

Kate Miller-Corcoran spoke about the Farm to Library initiative that she, as the Food as Medicine Coordinator for the Rural Health Network of SCNY, Kevin Davidson (Public Health Americorps member for the Rural Health Network), Josias and Aimee Chalaisant from the BC Department of Health have been exploring.

The premise is to have fresh produce from the community available at no cost during the library's operating hours throughout the growing season.

Farm 2 Library was inspired by a successful program that is currently running through the Southern Adirondack Library System.

The team spoke to the folks who run the program there sometime after Thanksgiving including their Library Director to see how it worked and if it would be a fit, and to make sure it was something we could do with minimal effort from staff.

The team would like to launch a small pilot this growing season. This would not be a feeding program.

The DOH has funding for a cooler with glass front and we will partner with local gardeners, farmers, and community-based organizations to stock the fridge with excess produce.

The library will also continue to partner with local community orgs to provide educational opportunities in the library on cooking, growing, nutrition, etc.

There is an application into the Community Foundation for funding to stock the fridge from time to time with produce from a BC Farm.

This idea is both to fight food insecurity in Broome County by providing additional access to fresh veggies but also to introduce ALL community members to produce which they might not be familiar with, especially our youngest members of the community.

According to the United Way ALICE (Asset Limited, Income Constrained, Employed) Report, the household survival budget of a family of four in Broome County totals to \$57,696 annually, significantly greater than the U.S. poverty level of \$26,200.

In Broome County, 44% of residents live below the ALICE report level, meaning that many families struggle to make ends meet, even though they may be employed. In Broome County, the poverty rate is 18.4%, and the child poverty rate is 24%.

A motion was made by Charmian Foster to support the Farm to Library initiative, 2nd by Jill Kissick-Castro, passes unanimously.

- MOU – Greater Opportunities

Gives Greater Opportunities the ability to be in the Library and to refer clients to each other.

A motion was made by Charmian Foster to accept the MOU, 2nd by Jill Kissick-Castro, passes unanimously.

- 2022 Annual Report

Annual report to the State, a separate annual will be produced by Laura Haynes to be distributed to the public, elected officials, etc.

A motion was made by Sarh Glose to accept the 2022 Annual Report, 2nd by Jill Kissick-Castro, passes unanimously.

- Improving Library statistics and reports

Josias and Dale have been discussing the reports that the Board is being given. While the graphs that have been added to the reports are showing some trends, Josias would like to give the board more context about what the graphs are showing.

Josias requests that the board think about questions around the data and what would make his reports more meaningful.

- Executive Committee

The Executive Committee recommends the continuation of Jennifer Embree as a trustee after three consecutive absences.

Sarah Glose made a motion to accept the Executive Committees recommendation for the continuation of Jennifer Embree as a trustee, seconded by Kate Miller-Corcoran.

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OLD BUSINESS

- Nominating Committee

2023 committee assignments held over until next month when Al and Vikki are officially on the board and all members are present.

Board nominations did not make it on the March Legislative agenda but will be on the April Agenda.

A motion was made by Sarah Glose to move the April 8th meeting to April 27th, which is after the April Legislative session, seconded by Peter DeWind, passes unanimously.

Board members are asked to please check the updated chronology and board list to ensure your information is correct.

- Construction

-Quote from PJF Enterprises for front door replacement

Peter DeWind made a motion to authorize, up to and not to exceed, \$63,250 for replacement of the automatic door openers, 2nd by Jill Kissick-Castro, passes unanimously.

-Smith Group project (bathrooms, ramp, and door to garden) – letter of intent and adding 10% to the legislative request

A motion was made by Jill Kissick-Castro to approve the \$439,732 for the project with the Smith Group to add bathrooms, ramp, and door to the Reading Garden, 2nd by Charmian Foster, passes unanimously.

- Advocacy Day was canceled for the Four County Library system, but Josias was able to have a zoom meeting with Senator Lea Webb and Sherry with Assemblywoman Donna Lupardo.

REPORTS

Committee Reports:

Strategic Planning Committee: Continuing to survey the public. 555 replies to date.

Finance Committee: No Report other than what is attached to the Board packet.

MOTION TO ADJOURN 7:36pm

Made by Jill Kissick-Castro, Seconded by Sarah Glose.

Respectfully Submitted by Kate Miller-Corcoran 4/23/2023

AGREEMENT TO PURCHASE MATERIALS

The Four County Library System (4CLS) operates an Integrated Library System (ILS) for public libraries in the region, of which the Broome County Public Library (BCPL) is a member. As a participant in the 4CLS ILS, BCPL is eligible to purchase books and other materials through 4CLS, with 4CLS ordering the materials for the lowest available price.

As a service to all member libraries, 4CLS consolidates its member's material purchases to achieve purchasing efficiencies. 4CLS receives the materials and original invoices directly from the vendor. 4CLS then processes the materials (cataloging, pockets, spine labels, etc), making them shelf-ready for each library. 4CLS pays these vendor invoices and "rebills" each member library for the items.

By this agreement, 4CLS agrees that it will purchase books and materials on behalf of BCPL. Appropriate vendor discounts, which will vary by item purchased, along with handling and processing fees will be applied for the items processed. Items will be processed by 4CLS to render them shelf ready for use by the BCPL including tasks associated with cataloging, applying pockets, the provision of spine labels and the like as required for BCPL's use of the item. Spine labels and catalog entries will reflect the BCPL's formatting and call number preferences which shall be provided to 4CLS by BCPL.

The 4CLS charge for cataloging & processing materials during this contract period will be **as follows:**

- **\$.50** per item for each non-AV item processed by 4cls
- There will be no processing fee for AV materials
- A **\$.25** per item cataloging fee will be applied to each item added to the 4CLS catalog, with the following exclusions:
 - Magazines
 - Preview Books
 - Out of system ILL's
 - Circuit Items

4CLS will continue to work with BCPL on the direct ordering program. The cataloging fee will be applied to direct ordered materials. The processing fee will only be applied to materials sent to 4CLS for processing. Processing fees will be billed monthly. The cataloging fee will be billed quarterly.

In accordance with BCPL's Automation Agreement, the Four County Library System agrees to make its best efforts to timely process and deliver items from the date of 4CLS' receipt of an item in accordance with the following schedule: One week for Popular Materials (Current or recent New York Times bestseller

and/or Publisher's Weekly bestseller books and audiovisual); Two weeks for other audiovisual materials; Three weeks for books ordered through 4CLS; and Four weeks for Gift Books. The date of receipt will be the date an item is received by 4CLS in a useable and deliverable condition. If any items are not delivered to BCPL within two times the relevant delivery schedule then the BCPL shall not be charged a processing fee for each such processed item.

After processing 4CLS will deliver the items and invoice BCPL for these materials. 4CLS will make its best efforts to provide an invoice with each shipment reflecting that delivery's contents and if unable to do so will provide invoices within one month of a particular items delivery. As is the practice with other member libraries, BCPL will be expected to provide payment for these invoices from 4CLS within 30 days of invoice date. 4CLS will maintain all original invoices in an orderly manner for a period of 6 years and make them available for inspection or review by the Broome County Department of Audit and Control should any questions arise.

This agreement is effective April 1, 2023 and will extend until March 31, 2024.

Board President
Broome County Public Library

James Godleski, Board President
Four County Library System



Presentation Concepts Corporation
 6517 Basile Rowe
 East Syracuse, NY 13057

Fed ID #: 16-1535373
 Sales Person: Samantha Haun
 Phone: (315) 437-1314 ext. 120
 Fax: (315) 437-0110
 Email: Shaun@pccav.com

1 Year PCC Pro-Active Maintenance (PAM)

Today's Date: April 12, 2023
 Expiration Date: May 12, 2023

Quote Number: 041223SH-1
 Customer: Broome County Library
 ATTN: Sherry Kowalski
 Phone: (607) 778-3829
sherry.kowalski@broomecountyny.gov
 Email: [gov](mailto:sherry.kowalski@broomecountyny.gov)

1 Year PCC Pro-Active Maintenance (PAM)

Salesperson	Site Survey Rep	Rooms Covered	Payment Terms
Samantha Haun	N/A	Community Room AV	NET30

Detail of Benefits

PCC's Standard PAM Plan for AV systems enhances the manufacturers' warranties through on-site service/repair and unlimited phone support. Should a malfunction occur with your system, the plan assures rapid response (via telephone/e-mail/video) and onsite response as noted in the chart below. When you call with a problem, a member of our Service Center support team will attempt to remedy the issue over the phone. You will always receive priority technical phone support and have direct access to one of PCC's Certified AV Technicians. If we are unable to resolve the problem over the phone, a qualified service technician will be dispatched to your location to further evaluate the problem and, if possible, complete repairs on the spot. For on-site technical support we will provide a number of on-site technical visits (see below). If the number of purchased visits are exhausted, a \$350 Incident Trip fee will be charged for each additional incident. This maintenance plan also includes a number of preventative maintenance health check visits (see below) to inspect your system, test and validate all system functionality to confirm total system operational capability, check all cables and connectors, fine tune and adjust your equipment to manufacturer's specifications, including applicable firmware upgrades. PCC will provide a detailed performance report after each completed preventative maintenance health check visit. If any parts are required to repair your equipment, an estimate will be given before the work is performed. Should repairs require equipment be sent back to the manufacturer, equipment repair/replacement costs and shipping charges (if applicable, and not covered under manufacturer's warranty) will be billed to customer.

	No Plan	Standard Plan	Premium Plan	Custom Plan
Response Time	4-8 Business Hours	4 Business Hours	2 Business Hours	2 Business Hours
Onsite Reponse Time	Up to 7 Business Days	2 Business Days	1 Business Day	1 Business Day
Preventative Maintenance Health Check	None	1	1	1
Hours of Service	8am - 5pm, M-F	8am - 5pm, M-F	8am - 5pm, M-F	Extended
Service Calls	Time and Materials	2	4	Unlimited
Training	-	-	Custom	Custom
Service Parts Shipping	-	-	Ground	Expedited
PCC RM Remote Monitoring	-	-	Optional	Yes
Data Analytics & Reporting	-	-	Optional	Yes
Asset Management & Recycling	-	-	Optional	Yes
Extended Equipment Coverage	-	-	Optional	Yes

1 Year Standard PAM:	\$	2,500.00
Plus Tax Where Applicable:	\$	-
Total:	\$	2,500.00



PRESENTATION CONCEPTS CORPORATION
 Audiovisual - Performance Audio - Commercial Sound Systems
 Servicing all of Upstate NY

Sales Quote

Community Room Upgrade

Presentation Concepts Corporation
 6517 Basile Rowe
 East Syracuse, NY 13057

Fed ID #: 16-1535373
 Sales Person: Samantha Haun
 Phone: (315) 437-1314 ext. 120
 Fax: (315) 437-0110
 Email: shaun@pccav.com

Today's Date: April 21, 2023
 Expiration Date: *See Details Below

Quote Number: 0421235H-1
 Customer: Broome County Public Library
 ATTN: Josias Bartrum
 Phone: (607) 778-6407
 Email: Josias.Bartram@BroomeCounty.L

SALESPERSON	SITE SURVEY REP	PROJECT	PAYMENT TERMS*	SHIPPING TERMS	DELIVERY DATE
Samantha Haun	T. Hayes	Community Room Upgrade	Net30	Plus Freight	12-16 Weeks After Receipt of Order (Subject to Equipment Availability)
* 1.5% Monthly finance charge applies to delinquent accounts					
QTY	PART #	DESCRIPTION	UNIT PRICE	LINE TOTAL	
1	PCC-PRES	Presentation System: (1) Four Input Scaling Switcher, (1) Wireless Presentation System with 2 Conferencing Buttons and Puck Tray, (2) USB C to USB Adapters, and (1) HDMI Adapter Ring Kit	\$ 4,289.00	\$ 4,289.00	
1	PCC-AUDIO	Audio System: (12) 6.5" Flush Mount Ceiling Speakers, (1) Four-Channel Audio Amplifier, (1) 12x8 Audio DSP with AVB, and USB, (1) Wireless Handheld and Lapel Microphone Combo System, and (1) 12" Gooseneck Microphone	\$ 7,175.00	\$ 7,175.00	
1	PCC-CONTROL	Control System: (1) 7" Touch Panel Controller, Table Top Style, Black, (1) Control Processor, (1) 8 Port PoE Switch, (1) Rackrail Receptor, and (1) Faceplate	\$ 2,605.00	\$ 2,605.00	
1	PCC-RACK	Racking System: (1) Custom Lectern with 41" Surround Worksurface with ToeKick, Slide In Rack Cube, Flip-up Shelf, Keyboard Tray, Instructor Door, and Power Module, Color TBD, (2) Rack Mount Power Distribution Units, and Rack Shelving	\$ 3,780.00	\$ 3,780.00	
		*Extron NYS Contract #PM21150			
		*Spectrum Furniture #PC66324			
1	PCC-CABL	Cabling and Hardware	\$ 1,604.00	\$ 1,604.00	

Equipment Sub Total:	\$ 19,453.00
Installation:	\$ 9,600.00
Programming:	\$ 2,110.00
No PAM Service Plan Included:	\$ -
Shipping:	\$ 310.00
Plus Tax Where Applicable:	\$ -
Total:	\$ 31,473.00

*Special Notice: PCC will make its best effort to ensure pricing on this quote is good for 30 days. However, due to global supply chain disruptions and component shortages; pricing from select manufacturers and distributors are subject to price increase without notice. Prior to accepting this quotation, or submitting your purchase order, please contact your PCC Sales Representative or PCC Sales Department to verify all pricing on this quote is still valid. To accept this quotation, please fax a signed copy of this quote or a purchase order referencing PCC's quote number, Bid or Contract to the attention of your Sales Rep or PCC's sales department at (315) 437-0110.

*You can finance this purchase under PCC's AV Finance Program which includes all equipment, installation, programming, maintenance and support.
 *Pending customer credit approval.
 *36 Month Term: Available Upon Request
 *60 Month Term: Available Upon Request

Authorized Signature: _____

Please Note:

Payment Terms are Net 30 with 30% Down, Balance of equipment invoiced upon receipt of components, Final Balance invoiced upon substantial completion.

Payments made beyond 30 days are subject to a finance charge of 1.5% per month.

Special shipping requirements must be clearly stated on all PO's. (i.e. inside delivery, lift gate, etc.) additional fees may apply

A Re-stocking fee will apply to any returned equipment. Not all equipment is returnable. RMA required on all returns.

All installations are subject to a 15% order cancellation fee; in addition to any applicable equipment restocking fees.

For sales over \$50,000, payment terms must be negotiated in advance to acceptance of purchase order

If this quote is being signed and returned in place of a Purchase Order being sent, please complete the following Bill To and Ship To addresses:

Bill To:

Ship To (if Different):

Scope of Work

Overview:

Broome County Library would like to upgrade the AV system in their Community Room.

Terminology:

OFE - Owner Furnished Equipment

Others - Completed by other trade, not included in scope of work

VTC - Video TeleConferencing

IFP - Interactive Flat Panel Display

WPS - Wireless Presentation System

Execution:

General: The existing Panasonic projector and projection screen that were recently installed will remain in place and be reused. Most of the other existing AV equipment will be removed and turned over to the customer. The front of room recessed speakers will be abandoned in place. The surround sound speakers will be removed. The ceiling speakers will be removed (and replaced). The large rack in the room behind the Community Room will no longer be required. Any wall/ceiling repair or replacement required from equipment removal is the customer's responsibility. The existing podium will be replaced with a new 41" tall custom built presenter's podium. There will be an AV equipment rack inside the new podium. All new AV equipment will be installed in the rack of the podium.

Video System: We will provide the following sources for the existing projector via a scaling presentation switcher:

- Owner furnished (OFE) rack mounted PC
- HDMI laptop connection on top of the new podium (we will provide a digital AV adapter set)
- Barco Clickshare wireless presentation system with two connection buttons

Audio System: We will provide and install twelve (12) new 6.5" flush mount ceiling speakers powered by a new two-channel audio amplifier. The speakers will always play audio from whatever source is selected to be shown on the projector. We will install a new 12x8 audio processor and provide a new wireless handheld/lapel combo microphone unit (only one wireless mic will be able to be used at a time) and new podium mounted 12" gooseneck microphone. We will relocate the existing ALS transmitter to the podium rack and reconnect it to the existing wall mounted ALS radiator.

Note: The new 12x8 audio DSP can be used in the future to connect ceiling microphones for video conferencing from within the room.

Control System: PCC will provide, install, and program a new 7" tabletop style touch panel controller on top of the new podium. This will give room users control of system on/off, source selection, and audio volume.

End user system orientation will be done when the installation is complete.

Customer Responsibility, including but not limited to:

- All AC Power
- All Network and CATV Connectivity
- See above for additional requirements

NOTE:

Although PCC tries to support all BYOD technologies we cannot ensure complete compatibility for devices (and resolutions of devices) not specifically called out during the site survey/needs analysis process. It is impossible to anticipate the requirements of all current and future equipment. We make every effort to design and integrate according to the current industry standards, however cannot be responsible for additional hardware/software required to accommodate equipment, components, or devices not discussed during the design process.

PCC's Scope of Work is based upon site surveys, verbal, and written information provided by the Customer. While every effort has been made to determine installation conditions, on occasion unforeseen problems may arise. It is possible that as the project progresses, additional hardware, equipment and labor may be necessary to complete the project. Any additions will be considered change orders and will be handled under PCC's change order procedure to cover additional costs by PCC. All changes shall be submitted and approved in writing, with all prices and terms negotiated separately for the change order.

3 Year PCC Pro-Active Maintenance (PAM)

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Service Calls	Time and Materials	4	4	Unlimited
Training	-	-	Custom	Custom
Service Parts Shipping	-	-	Ground	Expedited
PCC RM Remote Monitoring	-	-	Optional	Yes
Data Analytics & Reporting	-	-	Optional	Yes
Asset Management & Recycling	-	-	Optional	Yes
Extended Equipment Coverage	-	-	Optional	Yes

Maintenance/Service Terms and Conditions

General

Presentation Concepts Corporation (PCC) agrees to provide service and repair services in accordance with this agreement. On-site visits shall include inspection, diagnostic, and, if necessary, adjustment, repair, or replacement of unserviceable parts. Parts shall be new or equivalent to new parts whichever are available at the time of the repair. All defective parts that are replaced shall become the property of PCC. Under this agreement, the standard period for work response shall be Monday through Friday, 8am to 5pm, exclusive of legal holidays and PCC customary business holidays unless otherwise noted. Although PCC's Service Team will usually send out an e-mail to schedule a Customer's Preventative Maintenance Health Check visit. It is ultimately the Customer's responsibility to call and schedule their Preventative Maintenance Health Check visits.

Exceptions

Performing service, which would be impractical for PCC staff to render because of alterations in the system/equipment or its connection by mechanical or electrical means to another machine or device are not covered under this agreement. Procuring and installing media, such as computer software, not supplied by PCC is not covered under this agreement. During the equipment repair process, if it is determined that the cost of the repair exceeds 50% of the replacement cost of the unit, PCC will not proceed with the repair of said unit. Replacement cost of the unit is to be incurred by the customer.

PCC Order Acceptance Terms and Conditions

- This Scope of Work may contain proprietary information developed by PCC for the purpose of defining this specific project. Therefore, this information may not be used by the owner or other contractors without written consent.
- Any proposed changes to the Scope of Work must be in writing and be accompanied with the appropriate change orders.
- Final Completion is reached when the items listed on this document are fulfilled. This includes testing, commissioning, and orientation on fully operational integrated systems.
- Unless otherwise specified, all work to be done during regular business hours. (Monday-Friday 8-5). Any work mandated during other hours will require a change order for additional charges before proceeding with the work.
- Delays or lost time due to room availability once on-site work has been scheduled or started which causes any loss of productive work hours may result in additional labor charges. A change order for additional labor will be required before proceeding.
- Delays caused by other trades may result in charges for additional labor in order to maintain the agreed upon completion date. In this event, a change order will be required for the additional labor before proceeding.
- Building access must be provided (including any type of security checks, etc).
- Parking must be provided onsite as close to the physical location of the building as possible. Additional charges may be assessed to cover any additional labor required due to offsite parking restrictions, or for any parking permits or fees.
- If sections of the project require items or tasks which are to be completed by others. These items or tasks should be complete and available before PCC installation begins.
- Assumptions include facilities will not have any issues with PCC drilling into concrete/block walls.
- All patching and repair of mounting holes from existing customer equipment removed by PCC is to be done by customer/others unless separately specified in PCC's scope of work. This includes but not limited to, patching/repair for walls, floors, furniture, ceilings & ceiling tiles.
- Customer is responsible for installation of all electrical outlets.
- If owner furnished equipment (OFE) and existing cabling is to be used, PCC assumes that these items are in good working condition at this time. Any repair or replacement of these items that may be necessary will be made at an additional cost.
- All OFE equipment must be onsite, accessible & in working condition, OFE Furniture & Millwork is delivered & set prior to PCC's scheduled trip, OFE AC Power pre-requisites in place, including conduit with pullstrings, floorcores, fire-rated poke-thrus, in-wall penetrations & firecaulking
- All Network configurations including IP addresses are to be provided, operational and functional before AV Installation begins. PCC will not be responsible for testing the LAN connections. All required OFE pre-requisites have been documented in writing (IP addresses, subnet masks, firewall permissions.)
- It is the customers responsibility to load and install any software that comes with their equipment onto the appropriate computers or networks. In the event that drivers are required to be installed for the equipment to be considered operational, PCC will install these drivers. It is the customers responsibility to give appropriate network permissions for the installation of these drivers. These permissions must be obtained upon the start of the project. If PCC is required to install software onto computers this will be charged to the customer at Time and Material unless otherwise specified in the scope of work.
- Cable or Satellite drops, if required, must be in place with converter boxes operational before the completion of installation. Any delay resulting in extra work caused by late arrival of these items will result in a change order for time and materials.
- All work areas should be clean and dust free prior to PCC beginning onsite installation of electronic equipment.
- Due to the custom nature of audiovisual and video equipment, not all equipment is returnable. Customer requested returns can only be made if the manufacturer approves the return. A restocking fee will apply to any returned equipment. RMA are required on all returns.
- Onsite contact must be present to sign off on Acceptance of Delivered System
- Payment terms are as follows: 30% down payment due with Purchase Order. Balance of equipment invoiced upon receipt of components by PCC or customer, verified by inspection or serialized itemization. Balance due upon substantial completion.
- Customer delays or cancellations day of scheduled trip may result in additional hourly labor per Technician/Project Manager/Engineer, zone-trip charges and mileage costs per vehicle. Rescheduling of installation will be based upon availability of PCC resources given our scheduling commitments to other projects. If the Customer requests the resources to expeditiously reschedule, an over-time rate may be assessed.

Service Contract
Image Integrator, LLC
 1005 W. Fayette Street, Syracuse NY 13204 Suite 3D (315) 474-9788

Bill To:
 Broome County Public Library
 Local History-2nd floor
 185 Court St
 Binghamton, NY 13901

Location of Equipment:
 Broome County Public Library
 Local History-2nd floor
 185 Court St
 Binghamton, NY 13901
 Sherry Kowalski 607-778-6407

QTY	DIV	Item	Desc	Serial #	Maint \$
1			MS6000	34017105	\$700.00
				Total:	\$700.00

Effective From: 05/1/2023-04/30/2024 SC00071

1. In consideration of the observance by Broome County Public Library of the terms and conditions hereof, Image Integrator, LLC agrees, subject to the terms and conditions hereof to:

- A) **Contract Coverage:** All parts, travel, labor, training, and service.
- B) **Exclusions:** Customer to provide Consumables. (ie: PM kits, toner, starter, paper, lamps, ink, etc.)

2. Broome County Public Library electrical supply must meet manufacturer's specification requirements. If not, Albany City Hall agrees to upgrade to required specs or contract will be voided without refund. Any damages caused by improper electric will result in parts & labor charges at the prevailing rates.

A) Only authorized personnel will service this contract, unauthorized personnel other than Image Integrator, LLC will void this contract without refund.

3. All calls will be performed during normal working hours. Calls requested for other than normal working hours (8:30 AM - 5:00 PM) will be charged to Broome County Public Library at prevailing rates. The availability of manpower for such services will be determined solely by Image Integrator, LLC. Coverage response time, 24 hours. Average response time is 4 hours.

A) The rate shown above is for performing service only at the location listed above. Should Broome County Public Library relocate the equipment to a different zone, the rate will be increased or decreased accordingly for the balance of the term & zone.

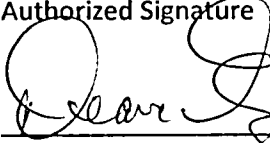
B) The overhauling and/or rebuilding of the equipment described above is not provided under the terms of this agreement. No such work will be performed until a written estimate of charges, including parts, transportation, and labor has been submitted to be approved by Broome County Public Library.

4. Contract pricing is subject to change year to year as seen fit by Image Integrator, LLC.

Broome County Public Library
 Customer Signature

 Date _____

Image Integrator, LLC
 Authorized Signature



 Date 4/10/2023

Service Contract
Image Integrator, LLC
 1005 W. Fayette Street, Syracuse NY 13204 Suite 3D (315) 474-9788

Bill To:
 Broome County Public Library
 Local History-2nd floor
 185 Court St
 Binghamton, NY 13901

Location of Equipment:
 Broome County Public Library
 Local History-2nd floor
 185 Court St
 Binghamton, NY 13901
 Sherry Kowalski 607-778-6407

QTY	DIV	Item	Desc	Serial #	Maint \$
1			MS6000	34014976	\$700.00
				Total:	\$700.00

Effective From: 05/1/2023-04/30/2024 SC00073

1. In consideration of the observance by Broome County Public Library of the terms and conditions hereof, Image Integrator, LLC agrees, subject to the terms and conditions hereof to:

- A) **Contract Coverage:** All parts, travel, labor, training, and service.
- B) **Exclusions:** Customer to provide Consumables. (ie: PM kits, toner, starter, paper, lamps, ink, etc.)

2. Broome County Public Library electrical supply must meet manufacturer's specification requirements. If not, Albany City Hall agrees to upgrade to required specs or contract will be voided without refund. Any damages caused by improper electric will result in parts & labor charges at the prevailing rates.

A) Only authorized personnel will service this contract, unauthorized personnel other than Image Integrator, LLC will void this contract without refund.

3. All calls will be performed during normal working hours. Calls requested for other than normal working hours (8:30 AM - 5:00 PM) will be charged to Broome County Public Library at prevailing rates. The availability of manpower for such services will be determined solely by Image Integrator, LLC. Coverage response time, 24 hours. Average response time is 4 hours.

A) The rate shown above is for performing service only at the location listed above. Should Broome County Public Library relocate the equipment to a different zone, the rate will be increased or decreased accordingly for the balance of the term & zone.

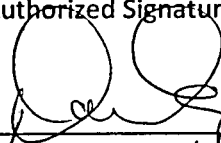
B) The overhauling and/or rebuilding of the equipment described above is not provided under the terms of this agreement. No such work will be performed until a written estimate of charges, including parts, transportation, and labor has been submitted to be approved by Broome County Public Library.

4. Contract pricing is subject to change year to year as seen fit by Image Integrator, LLC.

Broome County Public Library
 Customer Signature

 Date _____

Image Integrator, LLC
 Authorized Signature



 Date 4/10/2023

Service Contract

Image Integrator, LLC

1005 W. Fayette Street, Syracuse NY 13204 Suite 3D (315) 474-9788

Bill To:

Broome County Public Library
Local History-2nd floor
185 Court St
Binghamton, NY 13901

Location of Equipment:

Broome County Public Library
Local History-2nd floor
185 Court St
Binghamton, NY 13901
Sherry Kowalski 607-778-6407

QTY	DIV	Item	Desc	Serial #	Maint \$
1			ST Viewscan 3	15077-70311	\$815.00
				Total:	\$815.00

Effective From: 05/1/2023-04/30/2024 SC01062

1. In consideration of the observance by Broome County Public Library of the terms and conditions hereof, Image Integrator, LLC agrees, subject to the terms and conditions hereof to:

- A) **Contract Coverage:** All parts, travel, labor, training, and service.
- B) **Exclusions:** Customer to provide Consumables. (ie: PM kits, toner, starter, paper, lamps, ink, etc.)

2. Broome County Public Library electrical supply must meet manufacturer's specification requirements. If not, Albany City Hall agrees to upgrade to required specs or contract will be voided without refund. Any damages caused by improper electric will result in parts & labor charges at the prevailing rates.

A) Only authorized personnel will service this contract, unauthorized personnel other than Image Integrator, LLC will void this contract without refund.

3. All calls will be performed during normal working hours. Calls requested for other than normal working hours (8:30 AM - 5:00 PM) will be charged to Broome County Public Library at prevailing rates. The availability of manpower for such services will be determined solely by Image Integrator, LLC. Coverage response time, 24 hours. Average response time is 4 hours.

A) The rate shown above is for performing service only at the location listed above. Should Broome County Public Library relocate the equipment to a different zone, the rate will be increased or decreased accordingly for the balance of the term & zone.

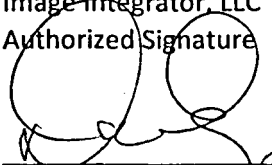
B) The overhauling and/or rebuilding of the equipment described above is not provided under the terms of this agreement. No such work will be performed until a written estimate of charges, including parts, transportation, and labor has been submitted to be approved by Broome County Public Library.

4. Contract pricing is subject to change year to year as seen fit by Image Integrator, LLC.

Broome County Public Library
Customer Signature

Image Integrator, LLC
Authorized Signature

Date _____



Date 4/10/2023

Service Contract
Image Integrator, LLC
 1005 W. Fayette Street, Syracuse NY 13204 Suite 3D (315) 474-9788

Bill To:
 Broome County Public Library
 Local History-2nd floor
 185 Court St
 Binghamton, NY 13901

Location of Equipment:
 Broome County Public Library
 Local History-2nd floor
 185 Court St
 Binghamton, NY 13901
 Sherry Kowalski 607-778-6407

QTY	DIV	Item	Desc	Serial #	Maint \$
1			ST600 X	ACH003247	\$625.00
				Total:	\$625.00

Effective From: 05/1/2023-04/30/2024 SC01063

1. In consideration of the observance by Broome County Public Library of the terms and conditions hereof, Image Integrator, LLC agrees, subject to the terms and conditions hereof to:

- A) **Contract Coverage:** All parts, travel, labor, training, and service.
- B) **Exclusions:** Customer to provide Consumables. (ie: PM kits, toner, starter, paper, lamps, ink, etc.)

2. Broome County Public Library electrical supply must meet manufacturer's specification requirements. If not, Albany City Hall agrees to upgrade to required specs or contract will be voided without refund. Any damages caused by improper electric will result in parts & labor charges at the prevailing rates.

A) Only authorized personnel will service this contract, unauthorized personnel other than Image Integrator, LLC will void this contract without refund.

3. All calls will be performed during normal working hours. Calls requested for other than normal working hours (8:30 AM - 5:00 PM) will be charged to Broome County Public Library at prevailing rates. The availability of manpower for such services will be determined solely by Image Integrator, LLC. Coverage response time, 24 hours. Average response time is 4 hours.

A) The rate shown above is for performing service only at the location listed above. Should Broome County Public Library relocate the equipment to a different zone, the rate will be increased or decreased accordingly for the balance of the term & zone.

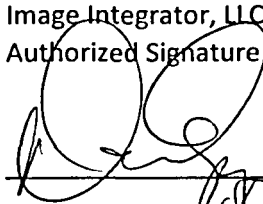
B) The overhauling and/or rebuilding of the equipment described above is not provided under the terms of this agreement. No such work will be performed until a written estimate of charges, including parts, transportation, and labor has been submitted to be approved by Broome County Public Library.

4. Contract pricing is subject to change year to year as seen fit by Image Integrator, LLC.

Broome County Public Library
 Customer Signature

Date _____

Image Integrator, LLC
 Authorized Signature



 Date 4/30/2023

hoopla® Digital Media Agreement

This hoopla Digital Media Agreement (“Agreement”) is made as of this ____ day of _____, 20__ (“Effective Date”) by and between _____ (the “Library”), and Midwest Tape, LLC.

WHEREAS, Midwest Tape’s hoopla Digital Media Platform (“hoopla,” the “Platform,” or the “hoopla Platform”) allows participating libraries to provide their users with access to digital media content using smart phones, tablets, computers, streaming devices, and web browsers; and

WHEREAS, the Platform is designed to be accessible 24/7 and offers various licenses to media content in multiple formats, including, without limitation, movies, television programs, music, audiobooks, eBooks, and comics, subject to circulation limits (if any) and other settings established by the user’s library system; and

WHEREAS, the Library wishes to make hoopla available to its authorized users (“Patrons”);

NOW THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Library and Midwest Tape (each a “Party” and collectively the “Parties”) agree as follows:

1. **DEFINITIONS.** The following definitions apply wherever these terms appear in this Agreement, including the Appendices:

1.1 “Digital Media Platform” means one or more computer programs or applications owned, maintained, and/or used by Midwest Tape to provide access to Digital Titles and/or to allow the Library to manage its offering and Patron use of Digital Titles, including the hoopla Application, hoopla Website, and Library Administration Website.

1.2 “Digital Titles” means any and all digital media content that Midwest Tape makes available to the Library and its Patrons via the Digital Media Platform during the Term of this Agreement.

1.3 “Flex Borrow” or “Flex Circulation” means an OCOU Circulation, as defined in Appendix 2 to this Agreement. As set forth in the attached Appendix 2, a Flex Borrow occurs when a Patron uses the hoopla Application or hoopla Website to borrow a Digital Title that is at that time available to that user in the form of a one-copy/one-user (“OCOU”) license owned or controlled by the Library.

1.4 “Flex License” means a one-copy/one user license (“OCOU License”), as set forth in the attached Appendix 2.

1.5 “hoopla Application” means one or more computer applications maintained, owned, and/or used by Midwest Tape to provide access for limited periods to Digital Titles (including the ability to browse, borrow, stream, download, and/or return such titles) using certain streaming devices, smart phones, tablets, and/or other mobile devices.

1.6 “hoopla Website” means a Midwest Tape website (currently www.hoopladigital.com) that may be used to access, browse, borrow, stream, and/or return Digital Titles.

1.7 “Instant Borrow” or “Instant Circulation” means a PPU Circulation, as defined in Appendix 2 to this Agreement. As set forth in the attached Appendix 2, an Instant Borrow occurs when a Patron uses the hoopla Application or hoopla Website to borrow a Digital Title (or to obtain access to a “Binge Pass”) pursuant to a pay-per-use (“PPU”) license that is paid for by the Library.

1.8 “Instant License” means a pay-per-use license (“PPU License”), as set forth in the attached Appendix 2.

1.9 “Intellectual Property Rights” means all rights in and to patents, trademarks, service marks, trade names, copyrights, trade secrets, technology, software, designs, algorithms, know-how, as well as moral rights and all other intellectual and proprietary rights of any type under any applicable laws.

1.10 “Library Administration Website” means one or more Midwest Tape website(s) (currently available at www.midwesttapes.com) that may be accessed and utilized by the Library to obtain OCOU Licenses, manage content available to Patrons in the Platform, and administer Library policies in regard to Patron use of the Platform.

1.11 “Library Online Catalog” means the website(s) owned, maintained, and/or used by or for the Library for the purpose of providing information to Patrons and/or the general public about the Library and its various content offerings, policies, objectives, initiatives, and procedures.

1.12 “Marks” means any trademarks, service marks, trade names, logos, designs, icons, characters, cover art, styles, trade dress, or other indicators of source associated with any Digital Titles, including without limitation all translations or transliterations of the foregoing in any language, or any colorable imitations or modified versions thereof.

1.13 “Midwest Tape” means Midwest Tape, LLC and any of its parents, subsidiaries, or affiliated entities that are engaged in the business of selling and distributing media content in digital form to libraries and library users via the Platform.

1.14 “Pre-Owned Content” has the meaning set forth in Appendix 2.

1.15 “Service Partners” means any third parties that provide digital storage, webhosting, IT services, data analysis and processing, or distribution or other services to Midwest Tape in connection with the Platform.

1.16 “Title Summary and Promotional Data” means, with respect to each Digital Title, the following information and data that is made available to Library pursuant to this Agreement: (i) title; (ii) author(s), publisher, illustrator(s), narrator(s), actor(s), director(s), producer(s), studio(s), and similar descriptive information; (iii) if commercially used, the digital object identifier; (iv) narrative description or summary of the work; (v) cover art and image, graphics, and other images; (vi) copyright notice; and (vii) any other identifying information.

1.17 “Vendor” means any supplier to Midwest Tape of (i) Digital Title(s); (ii) Title Summary and Promotional Data; and/or (iii) technology or services necessary for Midwest Tape to provide the Platform to the Library.

2. Library RIGHTS & OBLIGATIONS.

2.1 Rights. During the Term, and subject to all the terms and limitations set forth in this Agreement, Midwest Tape grants to the Library the non-exclusive and non-transferrable right to display and access the Platform and Title Summary and Promotional Data for the limited purpose of: (a) allowing Patrons to access, view, and borrow Digital Titles through the Platform and pursuant to this Agreement; (b) promoting awareness and authorized use of the Platform, including via postings on the Library Online Catalog; and (c) establishing and implementing Library-specific policies in regard to use of the Platform by the Library and Patrons, consistent with this Agreement and the requirements of the Platform.

2.2 Limitations. Except for the limited, non-exclusive, non-transferrable rights expressly granted to Library under this Agreement, Library shall have no right in or to, or ownership of, the Platform, Digital Titles, hoopla Application, hoopla Website, Library Administration Website, Marks, Title Summary and Promotional Data, or any other artwork or materials delivered by or on behalf of Midwest Tape. The Library shall have no right to access, use, modify, or reproduce any portion of any source code relating to the Platform, or to make, sell, or distribute any variations or derivative works of the Platform. The Library agrees to the support and protection of Intellectual Property Rights (including but not limited to copyright and trademark protections), to discourage copyright or trademark infringement, to use its best efforts to prohibit Patrons or others from engaging in such infringement (including by immediately notifying Midwest Tape of any known or suspected violations of Intellectual Property Rights relating to use of the Platform or the Digital Titles), and to refrain from facilitating such activity. In addition, the Library will comply with all other requirements communicated by or on behalf of Midwest Tape with respect to any Intellectual Property Rights and the Marks.

2.3 No Public Performance Rights. The Library shall have no public performance rights in the Digital Titles under the terms of this Agreement. Accordingly, the Library may not offer any Digital Titles as a performance to Patrons or the general public, sponsored by the Library or otherwise.

2.4 General Obligations. To facilitate the successful introduction of the Platform to Patrons, and the use of the Platform by Patrons, the Library shall: (a) regularly communicate to staff, Patrons, and the general public served that the Platform is available to Patrons; (b) provide suitable training opportunities to appropriate Library staff members, so that they understand the Platform and can assist in the promotion and the use of the Platform by Patrons; (c) regularly feature prominent links and references to popular Digital Titles and the hoopla Website on the Library Online Catalog's homepage; (d) incorporate MARC record data regarding Digital Titles in the Library's catalog to enhance the discoverability of key content available in the Platform; (e) manage all funds designated or appropriated for use of the Platform; (f) participate in the implementation of the Platform, including without limitation by providing Midwest Tape with sufficient and accurate information to identify Patrons of the Library who are authorized to utilize the Platform; (g) provide Primary Support, as defined below; (h) perform requested linkage between the Platform and the Library Online Catalog, as well as reasonable technical services to support and maintain the Platform during the Term; and (i); notify Midwest Tape at least three (3) business days before any change in any RSS links, ILS configuration, URL updates, or other equipment or technology that could adversely impact the Platform and/or the use of the Platform, including any changes that could impact the process of Patron authentication.

2.5 Network Connectivity. The Library is responsible for providing a suitable network and Internet system for integration of the Platform into the Library Online Catalog or other systems.

2.6 Use of the Library Administration Website. The Library agrees that it is solely responsible for managing its use of the Library Administration Website and using that website as designed and in accordance with the Terms and Conditions posted on that website, including by establishing, verifying, and maintaining any settings and controls regarding use of the Platform by Patrons (e.g., limitations on circulations, content restrictions, reporting preferences, etc.).

2.7 Library Online Catalog. The Library is solely responsible for all aspects of catalog integration, operation, training, support, and/or maintenance necessary for the operation of the Library Online Catalog. This may include obtaining a SIP2 or similar protocol software license(s) from a third-party vendor in order to support direct integration of the Platform with the Library's own Library Online Catalog or other systems, as well as the cost for customized MARC records it may obtain from a third-party supplier such as OCLC. The Library shall keep its hoopla account information current with Midwest Tape and promptly alert Midwest Tape to any significant changes relating to the Library Online Catalog, including but not limited to changes of personnel that could impact the support, functionality, and/or performance of the Platform.

2.8 Primary Support. The Library is responsible for providing its Patrons with "Primary Support," which includes assisting Patrons with the use of the Platform, responding to Patron questions regarding the functionality and technical requirements of the hoopla Website and the hoopla Application, and helping Patrons with the process of communicating with Midwest Tape where necessary and appropriate to obtain additional support and technical assistance.

2.9 No Warranties or Representations to Others. The Library represents and agrees that, except for the representations, warranties, and promises made to Midwest Tape in this Agreement or under the Terms and Conditions applicable to the Library Administration Website, neither the Library nor any of its employees, agents, or others acting under its direction has made or will make any representations or warranties, express or implied, to anyone concerning the Platform, Digital Titles, hoopla Application, hoopla Website, and/or Library Administration Website.

2.10 Compliance with Applicable Laws and Regulations. The Library will comply with all applicable laws, ordinances, rules, regulations, and other legal requirements in connection with its performance under this Agreement.

2.11 Costs and Expenses. The Library is responsible for all of its own expenses and costs related to its performance under this Agreement. Midwest Tape has no obligation to reimburse the Library for any expenses or costs incurred by the Library related to this Agreement or to the performance of the Library's obligations, including but not limited to any expenses and costs incurred in the preparation, systems integration, or use of the Digital Media Platform, Library Administration Website, hoopla Website, and hoopla Application.

3. FEES, PAYMENTS & REPORTING.

3.1 Invoicing and Payment. Except for purchases of Flex Licenses (which will be invoiced to the Library by Midwest Tape after each purchase), Midwest Tape will invoice the Library by Invoice Period. "Invoice Period" means a calendar monthly period in which transactional activity occurs. Payment of each invoice will be due within thirty (30) days from the date of the invoice. During any period in which Midwest Tape is holding an Advance from the Library, Midwest Tape will apply the Advance funds toward payment of the invoice upon issuance.

3.2 Reporting. Through the Library Administration Website, the Library will have access to certain reports summarizing Patron usage, circulation data, and purchase activity for the Digital Titles.

3.3 Taxes. The Library is required to provide a sales tax exemption certificate, if applicable, to Midwest Tape as part of the on-boarding process. If the Library is not exempt or does not do so, Midwest Tape will add (and collect) sales taxes to any purchases made pursuant to this Agreement.

4. TERM AND TERMINATION.

4.1 Term. The term of this Agreement (the “Term”) begins on the Effective Date and continues for a period of 24 months thereafter. Upon expiration of the Term, this Agreement will automatically renew and the Term will be extended for successive renewal periods of 12 months (each a “Renewal Term”), unless either Party has provided written notice of non-renewal to the other party at least sixty (60) days prior to the end of the Term.

4.2 Termination. This Agreement may be terminated in either of the following ways:

By Notice. Either Party may terminate this Agreement, with or without cause, at the end of the Term by providing the other Party with sixty (60) days’ advance written notice prior to the end of the Term.

Due to Breach. Either Party may suspend its performance or, at that Party’s sole option, terminate this Agreement by providing the other Party with written notice of such action in the event of (i) the other Party’s material breach of this Agreement, which breach continues uncured for a period of thirty (30) days after written notice of such breach; or (ii) the Library’s failure to perform its payment obligations under this Agreement for a period of at least thirty (30) days. If any period of such suspension exceeds 30 days, the non-breaching Party may terminate this Agreement by providing the other Party with written notice of such action.

Upon termination of this Agreement, the Library shall immediately (i) cease distribution and use of the Platform, hoopla Application, hoopla Website, Digital Titles, Marks, Title Summaries and Promotional Data; and (ii) pay all amounts due to Midwest Tape. Once the Library satisfies these obligations, any unapplied portion of an Advance payment will be refunded within thirty (30) days.

5. MIDWEST TAPE RIGHTS & OBLIGATIONS.

5.1 The hoopla Platform. During the Term, Midwest Tape and/or its Service Partners will provide for the following: (a) hosting of and support for the Platform as provided in this Agreement; (b) designation of an implementation specialist (“hoopla Coordinator”) to be available for customer support to the Library in connection with the launch and implementation of the Platform; and (c) Library access to the Library Administration Website, which offers tools to enable the Library to manage use of the Platform, including in regard to its inventory, Patron borrowing limits, lending policies, title blocking, ratings and user-advisory settings, usage dashboard, and reporting.

5.2 Ownership of Vendors’ Intellectual Property. Subject to the provisions of this Agreement, hoopla Vendors retain all of their Intellectual Property Rights in and to their Digital Titles, Metadata, Marks, and Promotional Postings, artwork, and other property that may be utilized or accessed in connection with the Platform.

5.3 Ownership of Midwest Tape’s Intellectual Property. As between the Parties, Midwest Tape owns and retains all Intellectual Property Rights in and to the Digital Media Platform, hoopla Application, hoopla Website, Library Administration Website, Midwest Tape and hoopla and hoopla digital trademarks, and all other Midwest Tape intellectual property, including but not limited to all modifications, updates, or improvements made thereto. The Library acknowledges Midwest Tape’s ownership of such Intellectual Property Rights.

5.4 Modifications to Digital Media Platform. The Platform, hoopla Application, hoopla Website, Library Administration Website, and other aspects and features of hoopla may be modified at any time by Midwest Tape in its sole discretion, including, without limitation, in order to develop, modify, or improve operations, performance, or functionality.

5.5 Addition, Removal, and Modifications of Digital Titles. Midwest Tape has the right to take any or all of the following actions with respect to any Digital Title(s) at any time and in its sole discretion: (a) add or remove Digital Titles to or from the Platform; (b) set or adjust the applicable fees and charges, including, without limitation, PPU Circulation Fee(s), OCOU License Fees, and/or other charges relating to the Platform and/or the media content available on the Platform; (c) replace content files, Metadata, and/or Promotional Postings; and (d) edit or modify editorial content or designs. The Library will be notified by email, the Library Administration Website, or other means of major modifications to the functionality of the Platform.

5.6 Promotion of the Platform. Midwest Tape may, at its own expense and in its own discretion, publicize the Platform and communicate with the general public and Patrons regarding the availability, features, and use of the Digital Titles, Digital Media Platform, hoopla Application, and hoopla Website.

5.7 Support. To support the Platform, Midwest Tape will (a) maintain help files, information, and other appropriate documentation and training materials; (b) undertake reasonable efforts to help the Library perform its obligation to provide Primary Support to Patrons, including by offering periodic training opportunities to Library staff, updating the Library regarding system changes, and providing the Library with answers to “frequently asked questions” related to the Platform; (c) supply activation support, including assisting with the implementation of any software, and reasonable levels of continuing support to assist the Library in its use of the Platform; and (d) make technical support personnel available for feedback, problem solving, and/or general questions. Technical support services to the Library include: (i) reasonable efforts to identify, correct, and/or circumvent errors in the Platform, hoopla Application, hoopla Website, and Library Administration Website; and (ii) supplying updates, enhancements, and new versions of the Platform as they become available (the “Secondary Support”). It is acknowledged and agreed that Midwest Tape has no obligation to provide Primary Support to Patrons and any support provided to Patrons will be in its sole discretion.

During the Term, Midwest Tape will use reasonable efforts to provide continuous service. Permissible down time includes periodic unavailability due to matters such as: maintenance of the server(s); installation or testing of software, public or private telecommunications services, or internet nodes or facilities; and failure of equipment or services outside its control. Scheduled down time will occur periodically and at times designed, in Midwest Tape’s sole discretion, to minimize inconvenience to hoopla users.

6. MISCELLANEOUS.

6.1 Indemnities. Each Party (“Indemnifying Party”) agrees to defend, indemnify, and hold harmless the other Party and its parents, subsidiaries, and Service Partners from and against any and all third-party claims, demands, suits, legal proceedings, and causes of action that arise out of or relate to any breach by the Indemnifying Party of any of its representations and warranties as stated in this Agreement (collectively, “Indemnifiable Claims”), including but not limited to all damages, costs, expenses, reasonable attorneys’ fees, judgments, and settlements resulting from such Indemnifiable Claims; provided, however, that no Indemnifiable Claim may be settled without the express written consent of the Indemnifying Party.

6.2 Indemnity Process. The Party seeking indemnification must provide prompt written notice to the Indemnifying Party of any Indemnifiable Claim for which indemnification will be sought. The Indemnifying Party may elect to control the defense and settlement of any Indemnifiable Claims with counsel of its choosing. The Party seeking indemnification will cooperate with the Indemnifying Party’s defense against the Indemnifiable Claims. If any Indemnifiable Claim is covered in part but not entirely by a Party’s indemnification obligation hereunder, the Indemnifying Party will only be responsible for costs to the extent attributable to the covered portion.

6.3 DISCLAIMER OF WARRANTIES. MIDWEST TAPE MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE.

6.4 LIMITATION OF LIABILITY. EXCEPT AS EXPRESSLY PROVIDED OTHERWISE IN THIS AGREEMENT, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOST BUSINESS OPPORTUNITY, ARISING OUT OF OR RELATING TO THIS AGREEMENT, EVEN IF SUCH DAMAGES ARE FORESEEABLE AND REGARDLESS OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. WITHOUT RESTRICTION OF THE FOREGOING, MIDWEST TAPE’S TOTAL LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE TOTAL FEES PAID BY LIBRARY TO MIDWEST TAPE DURING THE TWELVE MONTHS PRIOR TO THE DATE THAT ANY CLAIM ALLEGEDLY AROSE.

6.5 Confidential Information. “Confidential Information” means any non-public information of either Party that is disclosed to the other Party in connection with this Agreement either directly or indirectly, in writing, orally, electronically, or by inspection of tangible objects, and that is either: (a) designated in writing as “Confidential” at the time of disclosure or within five (5) days thereafter; or (b) confidential by its very nature or that the receiving Party reasonably should know to be confidential. Confidential Information includes, without limitation, the terms of this Agreement, any and all non-public business plans, customer information, pricing, contract terms, available content and sales, marketing and/or finances of the disclosing Party. Each Party agrees to hold the Confidential Information of the other Party in confidence and to refrain from disclosing such Confidential Information to any third party, except: (i) to the extent required to be disclosed pursuant to governmental or judicial process, provided that notice of such process is promptly provided to the disclosing Party in order that it may have every opportunity to intercede in such process to contest such disclosure or seek an appropriate protective order; or (ii) to the receiving Party’s professional advisors and contractors on a need to know basis, provided that such advisors and contractors are under an obligation to maintain the confidentiality of the Confidential Information. Confidential Information is the property of the disclosing Party, and the receiving Party will not be deemed by virtue of its access to Confidential Information to have acquired any

right or interest in or to any such Confidential Information. This Section 6.5 shall not affect either Party's right to use or disclose information that is not Confidential Information, including information that is in the public domain or that the receiving Party can show was known to it without any confidentiality obligation prior to the disclosure by the disclosing Party.

6.6 Assignment. Except as provided herein, neither Party may, by operation of law or otherwise, assign, sublicense, or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the other Party, which may not be unreasonably withheld or delayed. Either Party may assign, transfer, or otherwise delegate any or all of its rights and obligations under this Agreement to any parent or subsidiary entity, any successor carrying on that part of the business to which this Agreement relates, or any purchaser of all or substantially all of the assets or stock of such Party. Each Party may appoint contractors to perform part of its obligations hereunder, provided that the Party remains fully responsible for such contractor's performance. This Agreement binds, benefits, and is enforceable by and against both Parties and their respective successors and permitted assigns.

6.7 Notices. Notices required by this Agreement must be sent by United States mail, as well as by electronic mail (or by facsimile), directed as follows:

To Midwest Tape:

Midwest Tape, LLC:
1417 Timberwolf Dr.
Holland, Ohio 43528
info@midwesttapes.com
1 (800) 875-2785

To Library:

.....
.....
.....
.....
.....

6.8 Amendment. No amendment, modification, addendum, or revision to this Agreement is valid unless it is in writing and signed by all Parties to this Agreement.

6.9 Arms-Length Negotiations. This Agreement was negotiated at arm's length with each Party receiving advice from independent legal counsel, and has been executed and delivered in good faith. It is the intent of the Parties that no part of this Agreement should be construed against any Party because of the identity of the drafter.

6.10 Counterparts. This Agreement may be executed in counterparts, each of which taken together constitutes one single Agreement between the Parties.

6.11 Entire Agreement/Non-Reliance. This Agreement constitutes the sole and entire agreement between the Parties and supersedes and merges all prior agreements, proposals, negotiations, discussions, and understandings between the Parties relating to the subject matter of this Agreement. No Party has relied or can rely on any statement or representation that is not expressly contained in this Agreement as an inducement to enter into this Agreement.

6.12 Force Majeure. No Party may be considered in default or to have incurred any liability hereunder due to any failure to perform this Agreement should such failure arise out of causes beyond its reasonable control, including, without limitation, work stoppages, fires, riots, accidents, floods, storms, unavailability of utilities or fuel, Internet or other communication failures, or other similar failures or occurrences. The time for performance will be extended for a period equal to the duration of such conditions.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date first written above.

ACCEPTED AND AGREED

ACCEPTED AND AGREED

(TYPE LIBRARY NAME)

MIDWEST TAPE, LLC

By: _____

By: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

Date Signed: _____

Date Signed: _____

Appendix 2

hoopla® Licenses and Distribution Models

The chart below describes the distribution models included in Midwest Tape’s hoopla offering as of the Effective Date, including the digital media licenses that are available via the Digital Media Platform.

	Instant Borrows	Flex Borrows
License type	PPU (Pay-Per Use)	OCOU (One-Copy/One-User)
Circulations / Borrows	An Instant Title is a work that is available for simultaneous access by multiple users. Instant Titles may be accessed via PPU Circulations , otherwise referred to as Instant Borrows , each of which allows a user to stream, download, and/or access the chosen Instant Title, or collection of Titles (<i>e.g.</i> , a “Binge Pass”, described below), for a limited time that terminates upon the expiration of a fixed period or earlier “return” by the user. Instant Borrows are available regardless of whether another user has borrowed the same title for use at the same time. For each Instant Borrow, the Library purchases one Instant License to authorize that particular borrow. A “ Binge Pass ” is an Instant Borrow that provides the borrower access to a collection of titles, either directly through hoopla or through a third-party website or application.	A Flex Title is only available to one user at a time, via a digital OCOU Circulation , otherwise referred to as a Flex Borrow . If the Library has an available Flex License to a Flex Title, a Patron may activate a Flex Borrow and that license is digitally checked out and considered “in use.” Other users cannot access that title during that borrow unless (i) the Library has purchased additional Flex Licenses to the same title, one of which is available at that time, or (ii) the same title also is available as an Instant Title. A Flex Borrow allows a user to stream, download, and/or access the title for a limited time that terminates upon the expiration of a fixed period or earlier “return” by the user.
Available formats	All formats (audiobooks, eBooks, comics, movies, television, music, and magazines). Binge Passes are available only for select titles and may not be available for all formats.	Currently available only for audiobooks and eBooks.
Payment obligations	A PPU-Circulation Fee is charged for each Instant Borrow. The fees, which are listed on the Library Administration Website, vary by title and format, and are subject to change from time to time. The fee is charged regardless of whether	Where available, Flex Licenses may be ordered via the hoopla Digital Library Administration Website. The costs of these licenses vary by title and format. Fees for Flex Licenses are invoiced after each purchase (typically daily).

	Instant Borrows	Flex Borrows
<i>(continued)</i>	the borrowed content is actually accessed, viewed, streamed, or downloaded by the user. Fees for Instant Borrows are invoiced monthly.	
Borrow priority	To optimize Libraries' media purchases, Flex Borrows are prioritized over Instant Borrows of Instant Titles when possible. Therefore, if a user requests an Instant Title, and at that time a Flex License to that title is available, the borrow will be fulfilled as a Flex Borrow and no PPU-Circulation Fee will apply. (Note that this priority does not apply to Instant Borrows of Binge Passes. Users may borrow Binge Passes regardless of whether select titles within the Binge Pass may be available as Flex Licenses.)	Same. To optimize Libraries' purchases, Flex Borrows are prioritized over Instant Borrows of Instant Titles when possible.
Metering restrictions	N/A	A Flex License may be either perpetual, or "metered." Some publishers do not offer perpetual licenses, but instead offer metered licenses. Metered licenses are limited by time period and/or number of permitted borrows, as described in the Library Administration Website.
Pre-Owned Content	N/A	If the Library has acquired OCOU Licenses from another source (Pre-Owned Content), Midwest Tape may be able to include them as Flex Licenses on hoopla for the Library's use hereunder. The Library is responsible for (1) providing an accurate list of Pre-Owned Content for Midwest Tape's review (consistent with Appendix 3), and (2) notifying the owner and/or licensor of such Pre-Owned Content when the Pre-Owned Content is to be removed. The format to be used for listing the Library's Pre-Owned Content, including the required certification, is set forth on Schedule 1 to Appendix 3.

Appendix 3

Procedure for Pre-Owned Content (“POC”)

<p>1. Library to provide inventory of POC.</p> <p>Promptly on or after the Effective Date, Library shall provide to Midwest Tape a written inventory of Pre-Owned Content (if any) that the Library has obtained prior to the Effective Date or otherwise outside the scope of this Agreement.</p>
<p>2. Format of inventory and additional information regarding POC.</p> <p>The written inventory shall be provided in table format as set forth in Part 1 of Schedule 1, or in another mutually agreeable format, and shall include the following information, <u>for each license</u> comprising Library’s Pre-Owned Content:</p> <ol style="list-style-type: none">(1) the title, format (eBook or Audiobook), author(s), street date, publisher, ISBN number;(2) the date of purchase of the license, and the license type (<i>e.g.</i>, Perpetual license, Limited Borrows license, Limited Time Period license, Limited Borrows & Time Period license);(3) the rights that Library has to that copy of the work, including the term and expiration date (if any) of the license and any other metering or other limitations on the term of the license (<i>e.g.</i>, borrow limit), including the amount of time and/or number of borrows already used, as well as number of borrows remaining available, for the license as of the date of transfer; and(4) the name and contact information of the company or other entity from which Library obtained the license (or, if the Library owns the copyright in a work, a statement identifying Library’s ownership of such work). <p>Library agrees to work in good faith to effectuate the assignment and transfer of Library’s rights in such Pre-Owned Content to Midwest Tape, including, but not limited to notifying the owner and/or licensor of such Pre-Owned Content when the content is transferred. Upon request, Library also shall provide Midwest Tape with copies of any licenses, purchase orders, agreements, or any other documents reflecting Library’s purchase or license of any Pre-Owned Content.</p> <p>Warranty by Library regarding POC Rights: Library represents and warrants that it owns the rights and licenses in and to the Pre-Owned Content set forth in Schedule 1 to Appendix 3, and that unless specifically stated in the Schedule, Library is authorized to assign or otherwise transfer such Pre-Owned Content to Midwest Tape as provided for under the terms of this Agreement.</p>
<p>3. Assignment by Library of Rights in POC</p> <p>As set forth on Schedule 1 to this Appendix 3, to the extent that Library has licensed any Pre-Owned Content, Library assigns and transfers its rights in or to such Pre-Owned Content to Midwest Tape for the purpose of allowing Midwest Tape to store, display, reproduce, grant rights of access to, convert, encode, distribute or otherwise administer and make such Pre-Owned Content available to Patrons via the hoopla Platform. Similarly, if and to the extent that Library owns the copyright to any content that may be made available to Patrons via the Digital Media Platform, Library hereby grants Midwest Tape a fully paid, royalty-free license to include such content in the Digital Media Platform and to make such content available via the Digital Media Platform without charge, and Library represents and warrants that such content does not infringe the copyright, trademark, or other rights of any third party. To the extent that Library cannot assign or otherwise transfer its rights in or to any Pre-Owned Content to Midwest Tape, Library grants Midwest Tape the exclusive right to negotiate with the owner and/or licensor of such Pre-Owned Content on Library’s behalf, to obtain an assignment, transfer, license or any other rights necessary to allow Midwest Tape to store, display, reproduce, grant rights of access to, convert, encode, distribute or otherwise administer and make such Pre-Owned Content available to Patrons via the Digital Media Platform.</p>
<p>4. Efforts to include POC on the hoopla Platform to the extent possible.</p> <p>Upon receipt of the Library’s inventory of Pre-Owned Content, Midwest Tape will work to assess the extent to which it can include some or all of the Pre-Owned Content via the Platform. Library acknowledges and agrees that: (i) Midwest Tape’s ability to offer Pre-Owned Content on the Platform depends upon factors outside of Midwest Tape’s control, including without limitation the scope and assignability of the Pre-Owned Content; and (ii) Midwest Tape does not represent or warrant that any or all Pre-Owned Content can or will be made available through the Platform. If Midwest Tape determines, in its sole discretion, that any Pre-Owned Content may be made available to Library’s Patrons on the Platform, Midwest Tape will arrange to provide such Pre-Owned Content subject to the terms and conditions set forth in Library’s existing licenses for such Pre-Owned Content or on such other terms and conditions that Midwest Tape may obtain from the owner of such Pre-Owned Content.</p>

Schedule 1 to Appendix 3 of hoopla® Digital Media Agreement

Certified List of Pre-Owned Content to be Transferred to Midwest Tape

Part 1 – List Format: Library to provide a table, in Excel or CSV format, listing each OCOU License to be transferred to Midwest Tape as Pre-Owned Content. The table shall include the fields shown below:

Field
Library Name
Book Title
Format (eBook, Audiobook)
Edition
Series Name (if applicable)
Author/Creator 1
Author/Creator 2 (if applicable)
Street Date
Publisher
Vendor
Vendor Content ID
ISBN
Bib ID
License Number
Date Purchased
License Type: (Perpetual; Limited Borrows; Limited Time Period; Limited Borrows & Time Period)
License Period Start date (if applicable)
License Period Expiration Date (if applicable)
Borrows Permitted (if applicable)
Borrows Used (if applicable)
Borrows Remaining (if applicable)

Part 2 – Delivery of List: Library to complete the table below prior to email delivery of list to Midwest Tape:

Filename:	<i>exact filename, including file extension (.xlsx, .csv)</i>
Sent From:	<i>sender's name & email</i>
To:	<i>[designate email address for receipt of POC Lists]</i>
Date & Time:	<i>use format: February 22, 2022 at approximately 2:22 PM</i>

Part 3 – Certification: To be completed and signed by an authorized representative of Library. Attach a copy of this completed and signed Schedule 1 to the email noted in Part 2, above:

The list provided as set forth above is, as of the date set forth below, a complete and accurate account of the Library's Pre-Owned Content as defined herein. With respect to Pre-Owned Content provided here or subsequently added by mutual written consent of the Parties, the Library hereby assigns and transfers to Midwest Tape any and all rights, title, and interests in the licenses necessary in order to enable Midwest Tape to make the Pre-Owned Content available to the Library's Patrons via the hoopla Platform, including as set forth in Section 2 and/or Appendix 3 of the Agreement. The undersigned certifies that they are a representative of the Library and duly authorized to make the foregoing representations on its behalf.

Signature: _____ Title: _____

Print Name: _____ Date: _____

Library Name: _____

REQUEST FOR LEGISLATIVE APPROVAL

1. General Information

Department: 45010001 /Office of Management & Budget

Preferred Legislative Session Date: 2023-05-18

Purpose Of Resolution: 2023 Amendment for Library

Resolution Nbr: 000008049

Previous Resolution Nbr:

Submitted by: Gino Bucciarelli

Submitted Phone: 3951

2. Revenue (Grants and Contracts with revenue to the County) if any

Program/GrantName:		Project ID:	
Funding Source Name:		Address 1:	
Funding Contact Name:		Address 2:	
Program Description:		City:	
		State/Zip:	
Grant Type:			
RFB/RFP #:		Previous CA#:	

New Grant Term From:		To:		New Grant Funding Amt:	0
Previous Grant Term From:		To:		Previous Grant Amt (if any):	0
Renewal Grant Term From:		To:		Renewal Grant Funding Amt:	0
Revision Term From:		To:		Revision Funding Amt:	0
				Revision Grant Total Amt:	0

Journal_ID	Dept ID	Account	Fund Code	Project Code	Revenue Line Descr	Amount
------------	---------	---------	-----------	--------------	--------------------	--------

3. Expenditures (Contracts)

Vendor #:		Address 1:	
Vendor Name:		Address 2:	
Vendor Contact Name:		City:	
Expenditure Type:		State/Zip:	

New Contract Term From:		To:		New Contract Amt:	0
Renewal Contract Term From:		To:		Renewal Contract Fund Amt:	0
Previous Contract Term From:		To:		Previous Contract Amt:	0
Amended Contract Term From:		To:		Amended Contract Amt:	0
				Amended Contract Total:	0

# of Attachments:	1	# Personal Service Summary Attached:	0
# of Comments:	1	# of Personal Services Summary:	0
# of Exhibit Attached:	0	# of Insurance Documents Attached:	0
# of Exhibit Comments:	0	# of Insurance Documents:	0

Sponsored by:

Secoded by:

RESOLUTION AMENDING THE 2023 CAPITAL IMPROVEMENT PROGRAM

RESOLVED, that the 2023 Capital Improvement Program is hereby amended as follows:

<u>Project Code</u>	<u>Project Name</u>	<u>Total</u>	<u>Estimated Construction Cost:</u>			<u>County</u>
			<u>Federal</u>	<u>State</u>	<u>County</u>	
4020017	Library Improvements	\$100,000	0	0	\$100,000	
			<u>Local Finance Law Section 11</u>		<u>How Financed:</u>	
		<u>Year Start</u>	<u>YPU</u>	<u>LFL</u>	<u>Bond</u>	<u>Current Revenue</u>
		2023	5	35	\$100,000	0.00

Description: Library Improvements

FURTHER RESOLVED, that the Director of the Office of Management and Budget is hereby authorized to make a short term, non-interest bearing loan from the General Fund and/or the Enterprise Fund to provide sufficient cash to proceed, and be it

FURTHER RESOLVED, that the Director of the Office of Management and Budget and Comptroller are hereby authorized to process any paperwork necessary to implement the intent of this Resolution.

April 21, 2023:

RE: Letter of Agency for Funding Year 2023-2024

This is to confirm our participation in the Four County Library System E-rate Consortium for the procurement of internet access and automation system equipment. I hereby authorize the Four County Library System to submit FCC Form 470, FCC Form 471, and other Schools and Libraries (E-rate) Program forms to the Schools and Libraries Division of the Universal Service Administrative Company on behalf of the library.

I understand that, in submitting these forms on our behalf, you are making certifications for the library. By signing this Letter of Agency, I make the following certifications:

- a) I certify that our library is eligible for assistance from a State Library Administrative Agency under the Library Services and Technology Act of 1996, Pub. L. No. 104-208, section 211 et seq., 110 Stat. 3009 (1996) that does not operate as for-profit business and whose budget is completely separate from any school (including, but not limited to elementary, secondary schools, colleges, or universities).
- b) I certify that our library has secured access, separately or through this program, to all of the resources, including computers, training, software, internal connections, maintenance and electrical capacity, necessary to use for services purchased effectively. I recognize that some of the aforementioned resources are not eligible for support. I certify that to the extent that the billed entity is passing through the non-discounted charges for the services requested under this Letter of Agency, that the entity I represent has secured access to all of the resources to pay for the non-discounted charges for eligible services from funds to which access has been secured in the current funding year.
- c) I certify that the services the library purchases at discounts provided by 47 U.S.C. section 254 will be used solely for educational purposes and will not be sold, resold, or transferred in consideration for money or any other thing of value, except as permitted by the rules of the Federal Communications Commission (Commission or FCC) at 47 C.F.R. section 54.500 (et seq.).
- d) I certify that our library has complied with all program rules and I acknowledge that failure to do so may result in denial of discount funding and/or cancellation of funding commitments. I acknowledge that failure to comply with program rules could result in civil or criminal prosecution by the appropriate law enforcement authorities.
- e) I acknowledge that the discount level used for shared services is conditional, for future years, upon ensuring that the most disadvantaged schools and libraries that are treated as sharing in the service, receive an appropriate share of benefits from those services.
- f) I certify that I will retain required documents for a period of at least ten years after the last day of service delivered. I certify that I will retain all documents necessary to demonstrate compliance with the statutes and Commission rules regarding the application for, receipt of, and delivery of services receiving schools and libraries discounts, and that if audited, I will make such records available to the Administrator. I acknowledge that I may be audited pursuant to participation of the Schools and Libraries (E-rate) Program.
- g) I certify that I am authorized to procure and/or order telecommunications and other supported services for the eligible entity covered by this Letter of Agency. I certify that I am authorized to make this request on behalf of the eligible entity covered by this Letter of Agency, that I have examined this Letter, that all of the information on this Letter is true and correct to the best of my knowledge, that the entities that will be receiving discounted services under this Letter

pursuant to this application have complied with the terms, conditions and purposes of the program, that no kickbacks were paid to anyone and that false statements on this form can be punished by fine or forfeiture under the Communications Act, 47 U.S.C. sections 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. section 1001 and civil violations of the False Claims Act.

- h) I acknowledge that FCC rules provide that persons who have been convicted of criminal violations or held civilly liable for certain acts arising from their participation in the Schools and Libraries support mechanism are subject to suspension and debarment from the program. I will institute reasonable measures to be informed, and will notify USAC should I be informed or become aware that I or any of the entities, or any person associated in any way with my entity, is convicted of a criminal violation or held civilly liable for acts arising from their participation in the Schools and Libraries support mechanism.
- i) I certify that, to the best of my knowledge, the non-discount portion of the costs for eligible services will not be paid by the service provider. I acknowledge that the provision, by the provider of a supported service, of free services or products unrelated to the supported service or product constitutes a rebate of some or all of the cost of the supported services.
- j) I certify that I am authorized to sign this Letter of Agency and, to the best of my knowledge, information, and belief, all information provided to the Four County Library System for E-rate submission is true.

Name of Entity Broome County Public Library

Signature 

Date 4/21/2023

Printed Name JoAnne Hanrahan

Title President

**DO NOT SEND THIS FORM TO THE UNIVERSAL SERVICE ADMINISTRATIVE COMPANY OR
TO THE FEDERAL COMMUNICATIONS COMMISSION****Schools and Libraries Universal Service
Certification by Administrative Authority to Billed Entity of
Compliance with the Children's Internet Protection Act**

Please read instructions before completing.
(To be completed by the Administrative Authority and provided to your Billed Entity)

Administrative Authority's Form Identifier: _____ BCPL2023 _____
Create your own code to identify THIS FCC Form 479.

Block 1: Administrative Authority Information

1. Name of Administrative Authority
Broome County Public Library

2. Funding Year
2023

3. Mailing Address and Contact Information for Administrative Authority

Street Address, P. O. Box or Route Number
185 Court Street

City
Binghamton

State
NY

Zip Code
13901

Name of Contact Person
Josias Bartram

Telephone Number
607-778-6400

Fax Number
607-778-6429

Email Address
josias.bartram@BroomeCounty.US

Persons willfully making false statements on this form can be punished by fine or forfeiture, under the Communications Act, 47 U.S.C. Secs. 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. Sec. 1001.

Block 2: Certifications and Signature

4. I am the Administrative Authority for one or more schools or libraries for which Universal Service Support Mechanism discounts have been requested or approved for eligible services. The Administrative Authority must make the required certification(s) for the purposes of the Children's Internet Protection Act (CIPA) in order to receive discounted services.
5. I recognize that I may be audited pursuant to this form and will retain for at least ten years (or whatever retention period is required by the rules in effect at the time of this certification) after the later of the last day of the applicable funding year or the service delivery deadline for the funding request any and all records that I rely upon to complete this form.

Name of Administrative Authority Broome County Public Library
 Administrative Authority's Form Identifier BCPL2023
 Contact Person Josias Bartram
 Telephone Number 607-778-6400

Block 2: Certifications and Signature (Continued)

6. I certify that as of the date of the start of discounted services:

a the recipient(s) of service under my administrative authority and represented in the Funding Request Number(s) for which you have requested or received Funding Commitments has (have) complied with the requirements of the Children's Internet Protection Act, as codified at 47 U.S.C. § 254(h) and (l).

b pursuant to the Children's Internet Protection Act, as codified at 47 U.S.C. § 254(h) and (l), the recipient(s) of service under my administrative authority and represented in the Funding Request Number(s) for which you have requested or received Funding Commitments:
 (FOR SCHOOLS and FOR LIBRARIES IN THE FIRST FUNDING YEAR FOR PURPOSES OF CIPA) is (are) undertaking such actions, including any necessary procurement procedures, to comply with the requirements of CIPA for the next funding year, but has (have) not completed all requirements of CIPA for this funding year.

(FOR FUNDING YEAR 2003 ONLY: FOR LIBRARIES IN THE SECOND OR THIRD FUNDING YEAR FOR PURPOSES OF CIPA) is (are) in compliance with the requirements of CIPA under 47 U.S.C. § 254(l) and undertaking such actions, including any necessary procurement procedures, to comply with the requirements of CIPA under 47 U.S.C. § 254(h) for the next funding year.

c the Children's Internet Protection Act, as codified at 47 U.S.C. § 254(h) and (l), does not apply because the recipient(s) of service under my administrative authority and represented in the Funding Request Number(s) for which you have requested or received Funding Commitments is (are) receiving discount services only for telecommunications services.

CIPA Waiver. Check the box below if you are requesting a waiver of CIPA requirements for the Second Funding Year after the recipients of service under your administrative authority have applied for discounts:

d I am providing notification that, as of the date of the start of discounted services, I am unable to make the certifications required by the Children's Internet Protection Act, as codified at 47 U.S.C. § 254(h) and (l), because my state or local procurement rules or regulations or competitive bidding requirements prevent the making of the certification(s) otherwise required. I certify that the recipient(s) of service under my administrative authority and represented in the Funding Request Number(s) for which you have requested or received Funding Commitments will be brought into compliance with the CIPA requirements before the start of the Third Funding Year in which they apply for discounts.

(CIPA WAIVER FOR LIBRARIES FOR FUNDING YEAR 2004. Check the box above if you are requesting this waiver of CIPA requirements for Funding Year 2004 for the library(ies) under your administrative authority that has (have) applied for discounts for Funding Year 2004. By checking this box, you are certifying that the library(ies) represented in the Funding Request Number(s) on this FCC Form 479 will be brought into compliance with the CIPA requirements before the start of the Funding Year 2005.)

The certification language above is not intended to fully set forth or explain all the requirements of the statute.

7. Signature of authorized person <i>JoAnne Domaradz</i>	8. Date <i>4/21/2023</i>
9. Printed name of authorized person <i>JOANNE DOMARADZ</i>	
10. Title or position of authorized person <i>President</i>	
11. Telephone number of authorized person <i>607-427-1032</i>	

FCC NOTICE FOR INDIVIDUALS REQUIRED BY THE PRIVACY ACT AND THE PAPERWORK REDUCTION ACT

Part 54 of the Commission's Rules authorizes the FCC to collect the information on this form. Failure to provide all requested information will delay the processing of the application or result in the application being returned without action. Information requested by this form will be available for public inspection. Your response is required to obtain the requested authorization.

The public reporting for this collection of information is estimated to be 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the required data, and completing and reviewing the collection of information. If you have any comments on this burden estimate, or how we can improve the collection and reduce the burden it causes you, please write to the Federal Communications Commission, AMD-PERM, Paperwork Reduction Act Project (3060-0853), Washington, DC 20554. We will also accept your comments regarding the Paperwork Reduction Act aspects of this collection via the Internet if you send them to PRA@fcc.gov. PLEASE DO NOT SEND YOUR RESPONSE TO THIS FORM TO THIS ADDRESS.

Remember - You are not required to respond to a collection of information sponsored by the Federal government, and the government may not conduct or sponsor this collection, unless it displays a currently valid OMB control number or if we fail to provide you with this notice. This collection has been assigned an OMB control number of 3060-0853.

THE FOREGOING NOTICE IS REQUIRED BY THE PRIVACY ACT OF 1974, PUBLIC LAW 93-579, DECEMBER 31, 1974, 5 U.S.C. 552a(e)(3) AND THE PAPERWORK REDUCTION ACT OF 1995, PUBLIC LAW 104-13, OCTOBER 1, 1995, 44 U.S.C. SECTION 3507.

A paper copy of this form, with a signature in Block 2, Item 7, must be mailed or delivered to your Billed Entity.