Broome County Public Library Board of Trustees

Regular Session Meeting Minutes - 01.11.24

<u>Members Present:</u> Jeffri Boisvert, Al Buyck, Vikki Collazo, Jennifer Embree, Charmian Foster, Sara Glose, JoAnne Hanrahan, Jill Kissick-Castro, Kate Miller-Corcoran

Not Present: Katie Bowers, Joanne Hanrahan

<u>Also Present:</u> Josias Bartram, Monica Buckley, Imara deMontfort, Laura Haynes, Judd Karlman, Sherry Kowalski, Roger Luther, Chad Miller, Jillian Sandy, Kathleen Shores, Rebecca Stone

<u>Call to Order:</u> K. Miller-Corcoran called the meeting to order at 5:30pm on Thursday, January 11th, 2024.

Amendments to the Agenda: None

<u>Public Comments:</u> R. Luther gave a presentation of the "Green Man" salvaged from a local Binghamton building when it was demolished. The Preservation Association of the Southern Tier has made concrete copies and they would like to donate one to the library reading garden. M. Buckley spoke about the BCPL being the only local library with a local history department, which is also linked to the county historian. She spoke about the services that they provide, such as local genealogy and city history.

There was a motion to accept the "Green Man" donation by C. Foster, seconded by J. Kissick-Castro. Passed unanimously.

<u>Minutes of Last Board Meeting:</u> Motion to approve the minutes from the previous meeting was made by V. Collazo, seconded by S. Glose. Passed unanimously.

<u>Appointments/Resignations:</u> Violet Kravitz, who was a part-time library clerk, has been promoted to Library Assistant, a new position in Youth Services.. Motion to accept this appointment was made by J. Kissick-Castro, seconded by A. Byuck. Passed unanimously.

Ismael Waldron was terminated from the role of custodial worker. Motion to accept this termination was made by A. Byuck, seconded by J. Boisvert Passed unanimously.

New Business

J. Bartram mentioned having a new Trustee Orientation and Tour at 4:30pm before the next board meeting as well as granting access to the Google Drive. Board pages on the website has had names updated, but photographs need to be scheduled for new members

Committee assignments were discussed. The executive committee was voted on in the last meeting. Strategic Planning: K. Miller-Corcoran, C. Foster, C. Miller, J. Kissick-Castro Finance: A. Byuck, J. Hanrahan, K. Miller-Corcoran, C. Miller

Nominating: K. Miller-Corcoran, C. Foster, V. Collazzo Personnel: J. Hanrahan, J. Boisvert, A. Byuck, V. Collazo

Marketing: J. Sandy, S. Glose

DEI: J. Boisvert, J. Kissick-Castro, K. Bowers Policy: J. Kissick-Castro, J. Boisvert, K. Bowers

Motion to accept these assignments made by A. Byuck, seconded by J. Kissick-Castro. Passed unanimously.

Strategic Plan final review is happening over the next week; the Board is asked to weigh in during that period. The latest community survey wanted more programming, more comfortable seating, more marketing, and non social media channels to distribute that information. Patrons are happy with the collections.

Old Business

Code of Conduct: The current draft is being reviewed and staff feedback will be added next; the Board is asked to weigh in as well. The primary goal is to make the code friendlier and add clarity. Staff wants a clearer review process for situations where someone is banned. J. Bartram will explore better email options for the Board, especially the board process.

Emergency Closing Policy: The policy has been revised to follow the Binghamton school system closures/delays to help prevent situations of staff arriving when the library has been closed.

Motion to accept the policy edit made by J. Kissick-Castro, seconded by C. Foster. Passed unanimously.

Binghamton Downtown Scale Model: There was discussion of accepting and restoring a scale model of Binghamton that currently resides in City Hall.

Motion to accept the model made by J. Boisvert, seconded by V. Collazzo.

Community Foundation Grant: J. Bartram informed the board that we applied for an received some additional grant funding that needs to be spent through county purchasing. He would like to use it to stock the period pantry.

Motion to accept the grant money made by V. Collazzo, seconded by J. Kissick-Castro. Passed unanimously. K. Miller-Corcoran mentioned that those with end-of-year flex spending might consider using it to donate products.

Maintenance Contracts: J. Bartram presented the standard annual contract for Presentation Concepts that covers the audio-visual system in the Decker room; which has been upgraded with wireless microphones, phone/tablet connectivity, and a permanent laptop podium.

Motion to approve the contract made by A. Byuck, seconded by S. Glose. Passed unanimously.

J. Bartram presented the standard annual contract for Image Integrator, which covers the microfilm machines and local history equipment.

Motion to approve the contract made by C. Foster, seconded by J. Kissick-Castro. Passed unanimously. A. Byuck mentioned digitizing that media, which is currently in discussion.

Schedule of Board Meetings: J. Bartram will be gone during March and April. The March board meeting will be canceled, so that S. Kowalski can focus on the other director duties she will be assuming in the interim. The April board meeting will be moved to the end of the month, the 25th, to allow for J. Bartram's attendance.

Motion to change the schedule made by J. Kissick-Castro, seconded by V. Collazzo. Passed unanimously.

J. Bartram reminded the board to ensure their contact information is up-to-date.

Reports

- J. Bartram covered changes within the budget as he continually strives to consolidate and clarify spending.
- J. Karlman spoke about community building in the library's programming; hiring people to get programs started then handing them over to passionate community members. He used the example of the adult coloring club, which is essentially run by a group of engaged patrons.
- J. Kissick-Castro spoke about the DEI committee meeting last week and discussion with staff. A follow up meeting will be held to discuss joint staff/board training.

Motion to adjourn made by A. Byuck and seconded by J. Kissick-Castro. Passed unanimously.

Meeting ended at 6:57pm.

Respectfully submitted, Jeffri Boisvert

Broome County Public Library POLICY & PROCEDURE MANUAL SOURCE BCPL Board of Trustees SUPERCEDE January 1, 2022

LIBRARY CHARGES

Overdues Fees (Four County materials) – The Broome County Public Library recognizes that overdue fines present an unnecessary barrier to accessing our collections and services and are not based on recovering any cost to the Library. Therefore, we are eliminating all overdue fees on materials owned by any library in the Four County Library System that are checked out at BCPL.

Overdue Fees (Interlibrary Loans) – Overdue fees will still be charged on items borrowed from outside of the Four County Library System through interlibrary loans (ILL). This is necessary in order to recover fees that are charged to BCPL by the lending institution. The fee for these materials is 50 cents per day and there is no maximum fee.

Lost Materials – BCPL will continue to charge replacement fees for lost materials in order to recover the actual cost to the Library. Replacement fees will not exceed the list price of the lost item. Lost items can be returned in lieu of paying for replacement.

Damaged Materials – The fee for returning damaged materials varies based on the extent of repairs needed for recirculation but won't exceed the fee for lost materials.

| Lost Card | \$ 1.50 |
|------------------------|--------------|
| Returned Check Fee | \$ 20.00 |
| Photocopies | \$.25/copy |
| Microfilm Prints | \$.25/copy |
| Computer Prints | |
| Black & white | \$.15/sheet |
| Color | \$.50/sheet |
| Fax | |
| First page | \$2.00 |
| Additional pages | \$1.00 each |
| Internet faxing | Free |
| ILL fee | Free |

Circulation privileges and internet access will be denied to patrons whose outstanding fines and fees exceed \$ 5.00.

| BROOME COUNTY PUBLIC LIBRARY | SECTION | Public Services | POLICY # | 300 | 0-0 | |
|------------------------------|----------------------------------|------------------|----------|-----|-----|---|
| POLICY & | EFFECTIVE | February 8, 2024 | PAGE | 1 | OF | 2 |
| PROCEDURE MANUAL | AL SOURCE BCPL Board of Trustees | | | | | |
| | SUPERCEDE | June 5, 2014 | | | | |

BORROWER REGISTRATION POLICY

1. ELIGIBILITY

- a. Library cards are free to anyone who wants to use the Broome County Public Library, regardless of where they live.
- b. To be eligible for a BCPL library card, adults must show ID and proof of address.
- c. A parent's or guardian's ID and signature is required for children under 13. Students over 13 must show proof of their identity.
- d. All BCPL library cards expire and need to be renewed after three (3) years.
- e. BCPL honors valid library cards from other members of the Four County Library System for all physical collections and most electronic resources.

2. IDENTIFICATION

- a. The following forms of I.D. are acceptable to verify a potential adult borrower's address, as long as name and address appear together:
 - i. driver's license/permit
 - ii. checkbook or savings account book
 - iii. utility bills
 - iv. unemployment card
 - v. canceled mail from an organization or agency
 - vi. rent receipt
 - vii. tax receipt
- b. One or two of the following forms of I.D. shall be sufficient to verify a student's fulltime residence:
 - i. College I.D. if living on campus off campus students see #1 above
 - ii. bus pass
 - iii. wallet I.D.
 - iv. school schedule

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, knowhow, 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.
- **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.
- **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** <u>Compliance with Applicable Laws and Regulations</u>. 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. The parties agree the total amount for services rendered under this agreement will not exceed \$27,000.00.

3. FEES, PAYMENTS & REPORTING.

3.1 <u>Invoicing and Payment</u>. 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. If the Library has any remaining Advance Funds on account upon expiration or termination of this Agreement, Midwest Tape will notify the Library and refund any unencumbered and unapplied monies to the Library.

- **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.
- **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 April 1, 2023 and ends on March 31, 2024.
- **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.

- **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** <u>Modifications to Digital Media Platform.</u> 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.
- **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.
- **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 <u>Indemnities.</u> 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 <u>LIMITATION OF LIABILITY</u>. 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.
- Confidential Information. "Confidential Information" means any non-public information 6.5 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.

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

- **6.8** <u>Amendment</u>. No amendment, modification, addendum, or revision to this Agreement is valid unless it is in writing and signed by all Parties to this Agreement.
- **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** <u>Counterparts</u>. 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 |
| Ву: | 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 (e.g., 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 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 |
|--------------------------|---|--|
| (continued) | 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")

1. Library to provide inventory of POC.

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.

2. Format of inventory and additional information regarding POC.

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:

- (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 (e.g., 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 (e.g., 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).

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.

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.

3. Assignment by Library of Rights in POC

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.

4. Efforts to include POC on the hoopla Platform to the extent possible.

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.

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:

| | 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) | |
| <u>Part 2 − D</u> Filename: | <u>Delivery of List</u> : Library to complete the table below prior to email delivery of list to Midwest Talexact filename, including file extension (.xlsx, .csv) | ре: |
| ent From: | | |
| H | | |
| - | use format: February 22, 2022 at approximately 2:22 PM | |
| | <u>Certification</u> : To be completed and signed by an authorized representative of Library. Attach a ompleted and signed Schedule 1 to the email noted in Part 2, above: | сору |
| as defined h Library here Midwest Ta 2 and/or Ap | ovided as set forth above is, as of the date set forth below, a complete and accurate account of the Library's Pre-Owned I herein. With respect to Pre-Owned Content provided here or subsequently added by mutual written consent of the Patereby assigns and transfers to Midwest Tape any and all rights, title, and interests in the licenses necessary in order to make the Pre-Owned Content available to the Library's Patrons via the hoopla Platform, including as set forth in Appendix 3 of the Agreement. The undersigned certifies that they are a representative of the Library and duly authorized bing representations on its behalf. | rties, the o enable n Section |
| Signature: | : Title: | |
| Print Name | ne: Date: | |
| Library Nan | nme: | |

Filename: Sent From:

Date & Time:

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Appendix 1: BCPL Community Needs Assessment 2022-2023

A. Introduction

Mission: To educate, entertain, and energize the Broome County community.

Vision: The Broome County Public Library is dedicated to ensuring that every resident has access to the information and knowledge needed to prosper in their professions, businesses, schools and homes.

Philosophy: The Broome County Public Library is committed to freedom of information and the development of facilities, programs, services and collections responsive to community needs. We believe the community is best served by a library that is visible and involved. We will promote continued professional development for our staff so that public confidence and trust can be maintained. We believe that high quality and cost effectiveness require teamwork among our creative and competent staff, volunteers, and Board of Trustees. Our team will strive to create a comfortable atmosphere conducive to educational, informational, cultural, and recreational pursuits.

Planning Approach

- BCPL's Mission, Vision, and Philosophy as stated above were not written for this plan and are due to be updated, a process that is included in the plan as a future action step.
 Nevertheless, they have guided the creation of this plan as we have worked to ensure that every step is mission driven.
- We have worked to ensure that this plan is responsive to community needs. To this end, we conducted a community needs assessment. A full analysis of the results can be found in Appendix 1. Our data was collected through a widely-distributed survey that received 546 valid responses. While this is a solid foundation for the purposes of writing this plan, we are mindful of the need to collect a wider sample in the future.
- In addition to the Board of Trustees, our Planning Committee included representation from Library Administration and Department Heads. Additional feedback was solicited from Library staff representing all departments.
- We followed the approach outlined by Sandra Nelson in her book Strategic Planning for Results which was published by ALA Editions in 2008. In 2020, the committee reviewed Nelson's "Public Library Service Responses" (p. 143-214) and chose five to use as goals for the 2021-2023 Strategic Plan. We also added an additional goal to cover the work of strengthening the Library organization. For the 2024-2028 Strategic Plan, the committee chose to continue the focus on these six goals.

Definitions

- **a. Goal:** The benefit that BCPL will provide to the Broome County community through specific services, programs, and resources
- b. Objective: A specific service, program, or resource that is defined by its intended outcome
- **c. Action**: A measurable step towards an objective
- **d. Responsible Positions:** Members of the BCPL organization who are responsible for an action

A. 2024-2028 Goals, Objectives, and Action Plan

Goal 1. Strengthen the Library and Build Organizational Resilience

| Objectives | Actions | Target Date | Responsible Positions |
|---|--|--|---|
| 1. Sustaining Actions | 1a. Update funding plan annually in response to budget meetings and community needs. | Annually in June | Library Director, Principal Account Clerk, Board Treasurer & Finance Committee |
| | 1b. Produce a professional Annual Report that represents the Library to stakeholders. | Annually in April | Library Director, Librarian II for Information Services, Marketing Committee |
| | Review and report updates to strategic plan bi-annually to Board of Trustees | Annually in November and May | Planning Committee, Library Director |
| | 8a. Planning committee meets biannually to assess progress and update the strategic plan and reports to the Board of Trustees. | Annually in October/November and April/May | Planning Committee, Library Director |
| 2.Sustain and expand current funding levels through diversified funding strategies. | 2a. Review capacity for pilot programs, both staff time and funding. | 2025 | Library Director, Assistant Library Director, Department Heads |
| | 2b. Consider what sustained funding sources and partnerships will be for pilot programs that are transitioning to fully integrated programs; including but not limited to, the Peer Support Room and Farm to Library programs. | 2025 | Library Director, Finance Committee |
| | 2c. Consider BCPL Trust fund spending plan. | 2026 | Library Director, Finance Committee |
| 3. Maintain current staff levels while continuing to rebuild staff positions to appropriate levels. | 3a. Prioritize the creation of positions to support the growth and development of the library | Ongoing | Library Director, Assistant Library Director, Department Heads |

| | 3b. Complete a thorough analysis of long-term staffing needs | 2024 | Library Director and Assistant Director, Department Heads |
|---|--|---------------------|--|
| | 3c. Formalize procedure to gather staff input annually, to be shared with the Board. | 2026 | Library Director and Assistant Director, Department Heads |
| | 3d. Fill the FT Principal Account Clerk position | 2025 | Library Director and Assistant Director |
| | 3e. Revise performance review process to emphasize meaningful feedback | 2024 | Library Director, Assistant Library Director, Department Heads, Staff |
| | 3f. Develop professional development and/or training plans for all staff members based on self-assessment and the scope of new services | 2025 | Library Director, Assistant Library Director, Department Heads, Staff |
| | 3g. Work to breakdown any real or perceived barriers and silos between departments by cross training staff and continuing to improve interdepartmental communications. | 2027 | Library Director, Assistant Library Director, Department Heads |
| 4. Continue to ensure BCPL is meeting the needs of the community. | 4a. Disseminate annual community needs assessment; use surveys in targeted areas of interest biennially | Annually/biennially | Librarian II for Information Services |
| | 4b. Assess process for handling book challenges in light of the current increase in book challenges | 2025 | Board of Trustees, Library Director, Assistant Library Director |
| | 4c. Continue to engage community partners who can speak to community needs (e.g. AVRE, BC Health Dept, Catholic Charities, ACA, United Way) | Ongoing | Library Director, Assistant Library Director, Department Heads, Staff, Board of Trustees |

| | 4d. Continue to expand on the Peer Support Services' success by providing residents with connections to necessities such as housing, employment services, education, mental health, and more. | 2025 | Library Director, Assistant Library Director |
|--|---|------------------|--|
| 5. Work with the community and staff to evaluate the mission, vision and philosophy of the BCPL to | 5a. Assess and recommend changes through the Strategic Planning Committee. | 2027 | Library Director, Assistant Library Director, Department Heads, Strategic Planning Committee |
| ensure proper alignment within the strategy, character and offerings of the library | 5b. Gather staff and community input through focus groups | 2027 | Library Director, Assistant Library Director, Department Heads, Strategic Planning Committee |
| | 5c. Share the end result widely to increase awareness. | 2028 | Library Director, Assistant Library Director, Marketing Committee |
| 6. The Library Board of Trustees will review and refine procedures and systems to ensure quality | 6a. Review and update bylaws and make sure the procedures therein reflect the procedures that take place. | 2024 | Nominating/ By-Laws Committee |
| functionality and service. | 6b. Initiate review of all library policies and procedures based on staff priorities and feedback. | 2024-2028 | Library Director, Policy Committee, Staff |
| | 6c. Policy Committee will redraft policies and review with staff before submitting to the board for approval. | 2024-2028 | Library Director, Policy Committee, Staff |
| | 6d. Committees will establish a regular meeting schedule and report regularly to the board. | 2024 and ongoing | All Committee Chairs |
| | 6e. Examine and formalize new board member onboarding | 2024 and ongoing | Nominating Committee |

| | process | | |
|---|---|--------------------------|---|
| | 6f. Create and share annual timeline of important dates and deadlines | 2024-2025 | Library Director, Board President |
| | 6g. Increase awareness of Board to later attract new members | 2025 and ongoing | Marketing Committee, Board of Trustees |
| 7. Develop and implement a comprehensive plan addressing diversity, equity, and inclusion | 7a. Create a Diversity, Equity & Inclusion (DEI) Plan based on survey data and researched best-practices in addressing the diverse needs of the library community | 2024 | Board of Trustees, Library Director |
| | 7b. Identify staff and board members to implement action steps of the DEI Plan | 2024 | Board of Trustees, Library Director, Department Heads |
| | 7c. Allocate appropriate funds from budget to advance DEI goals including materials acquisitions and facilities upgrades & begin implementation | 2025 | Board of Trustees, Library Director, Department Heads |
| | 7d. Routinely review progress towards meeting DEI goals and make adjustments to timelines, budgets, and responsible parties | January 2025 and ongoing | Board of Trustees, Library Director |
| 8. Address Staff Safety and Security | 8a. Clarify the role of Broome County Security at the Library and check for understanding by both Library and Security Staff. | 2024 | Library Director, Assistant Library Director |
| | 8b. Establish agreed upon minimum standards for Security, including officer visibility with patrons and staff, how often officers should circulate and check in with Library staff. | 2025 | Library Director, Assistant Library Director |

| | 8c. Offer Mental Health First Aid training to Library staff, volunteers and board of trustees. | 2024 | Library Director, Assistant Library Director, Department Heads, Board of Trustees |
|--|--|------|---|
| | 8d All staff will be formally trained in Library Security, such as that offered by Dr. Steve Albrecht, so as to be prepared to effectively respond to a range of safety and security scenarios that may occur. | 2026 | Library Director, Assistant Library Director |
| | 8e. Create a trauma-informed plan to support improved staff morale, mental health, and work/life balance | 2026 | Board of Trustees, Library Director, Assistant Library Director, Department Heads |

Goal 2. Create Young Readers: Early Literacy

Children from birth to five will have programs and services designed to ensure that they will enter school ready to learn to read, write, and listen (Nelson, p. 165).

| Objectives | Actions | Target Date | Responsible Positions |
|--|---|-----------------------------------|---|
| 1. Sustaining actions | 1a. Write and submit a program funding request to the Friends of the Library twice a year. | Annually in April and November | Head of Youth Services |
| | 1b. Develop measurable objectives for each program. | Annually in January | Head of Youth Services, Librarian I for Youth Services, Library Assistant |
| | 1c. Conduct regular assessments of each program and evaluate against program goals | Ongoing | Head of Youth Services, Librarian I for Youth Services, Library Assistant |
| | 1d. Assess the annual Summer Reading Program to see what modifications can be made to increase participation by our youngest patrons. | Annually in January | Head of Youth Services, Librarian I for Youth Services |
| | 1e. Continue building relationships with educators and school administrators to support early literacy. | Ongoing | Head of Youth Services |
| | 1f. Continue offering lapsit story times and preschool story times on a regular basis. | Ongoing | Librarian I for Youth Services |
| | 1g. Continue to diversify and expand the world language collection. | Ongoing | Head of Youth Services, Librarian I for Youth Services |
| 2. Ensure the Broome County Public Library is providing meaningful programming to support early literacy opportunities | 2a. Offer storytimes in the evenings and/or weekends to better accommodate working parents. | 2026 | Head of Youth Services, Librarian I for Youth Services, Library Assistant |

| | 2b. Develop bilingual story times for additional languages. | 2025 | Head of Youth Services, Library Assistant |
|---|--|--------------------------|---|
| | 2c. Provide off-site story times on a regular basis. | 2026 | Head of Youth Services, Library Assistant |
| | 2d. Expand our 1000 Books Before Kindergarten program. | 2025 | Head of Youth Services, Librarian I for Youth Services |
| | 2e. Research and launch a My First Library Card program. | 2027 | Head of Youth Services, Librarian I for Youth Services |
| | 2f. Explore funding opportunities for adding a StoryWalk® in the Reading Garden. | 2028 | Head of Youth Services |
| | 2g. Develop celebratory events for young children and their caregivers to help foster early literacy development. | 2027 | Head of Youth Services, Librarian I for Youth Services, Library Assistant |
| 3. Increase available technology for early literacy with a focus on STEAM (science, technology, | 3a. Implement a plan for new technology and evaluate success. | December 31, 2024 | Head of Youth Services |
| engineering, arts, math) | 3b. Create circulating STEM kits. Each kit would include a picture book with a STEM focus and related activities. | 2028 | Head of Youth Services, Librarian I for Youth Services |
| | 3c. Expand the existing Launchpad collection to include Launchpad Pre-K Academy, tablets for our youngest patrons. | 2026 | Head of Youth Services, Librarian I for Youth Services |
| 4. Establish a vehicle for ongoing communication between the Broome County Public Library and the local community of educators and caregivers | 4a. Send out a regular update to local educators with the Library's calendar of events and a reminder of services BCPL offers. | January 2024 and ongoing | Head of Youth Services |
| | 4b. Include library card applications with pre-K and Kindergarten school registrations. | 2027 | Head of Youth Services |
| 5. Ensure caregivers have access to the services and resources they need to work | 5a. Collaborate with local organizations to reach new parents at the beginning of parenthood. | 2028 | Head of Youth Services |

| on early literacy skills at home. | | | |
|--|---|------|---|
| | 5b. Offer handouts that contain early literacy tips for caregivers at all story time programs. | 2025 | Head of Youth Services, Librarian I for Youth Services, Library Assistant |
| | 5c. Create and circulate early literacy packs that would contain books, handouts with early literacy tips and activities, and a manipulative. | 2028 | Head of Youth Services, Librarian I for Youth Services |
| | 5d. Develop a parenting resources collection to circulate. | 2025 | Head of Youth Services, Librarian I for Youth Services |
| | 5e. Add a Parenting Resources page to the BCPL website. | 2025 | Head of Youth Services |
| | 5f. Develop and implement parenting programs for caregivers. | 2027 | Head of Youth Services, Librarian I for Youth Services |
| 6. Develop sensory inclusive services in the Children's Room | 6a. Install a communication board in the Children's Room. | 2025 | Head of Youth Services, Librarian I for Youth Services, Library Director |
| | 6b. Develop and implement a sensory story time. | 2025 | Head of Youth Services, Librarian I for Youth Services |
| | 6c. Explore options for developing a dedicated sensory space. | 2028 | Head of Youth Services, Librarian I for Youth Services, Library Director |
| | 6d. Offer noise canceling headphones and weighted lap blankets for in-house use. | 2025 | Head of Youth Services |
| | 6e. Apply for Sensory Inclusive™ certification with KultureCity. | 2028 | Head of Youth Services, Library Director |

Goal 3. Know Your Community: Community Resources and Services

Residents will have a central source for information about the wide variety of programs, services, and activities provided by the BCPL, community agencies and organizations (Nelson, p. 180).

| Objectives | Actions | Target Date | Responsible Positions |
|--|--|------------------|--|
| 1.Sustaining Actions | 1a. Review the communications plan and update media contacts yearly | 2024 and ongoing | Library Director, Assistant Library Director, Department Heads, Marketing Committee |
| | 1b. Review the outreach plan yearly | 2025 and ongoing | Library Director, Assistant Library Director, Department Heads, Marketing Committee |
| 2. Visibly engage with the community outside of the library walls | 2a. Develop an outreach plan to determine which outreach events the Library should prioritize | 2025 | Library Director, Assistant Library Director, Department Heads |
| | 2b Develop a plan to continue to expand offsite programming | 2026 | Library Director, Assistant Library Director, Department Heads |
| | 2c. Engage appropriate community partners | 2025 and ongoing | Library Director, Assistant Library Director, Department Heads |
| 3. Bring diverse community services into the Library and give patrons access where appropriate | 3a. Collaborate with community programs to connect patrons to resources at the Library; specifically addressing needs of patrons from historically underserved communities | 2025 | Library Director, Assistant Library Director, Department Heads |
| | 3b. Pursue grants and alternative funding to develop a point of service model that allows the BCPL to host/house satellite spaces for these programs | 2026 | Library Director, Assistant Library Director, Friends of the Library |

| 4. Work with the Broome County Historian and the Broome County Historical Society to promote the Local History and Genealogy Center | 4a. Clarify and formalize the communication between the Library, the Historical Society, and the County Historian | 2027 | Library Director, Assistant Library Director, County Historian, Head of Local History |
|---|--|------|--|
| | 4b. Grow the user base for the Local History Center through increased knowledge by library staff so they can communicate with interested patrons | 2027 | Library Director, Assistant Library Director, Department Heads, staff |

Goal 4. Satisfy Curiosity: Lifelong Learning

Goal: Residents will have the resources they need to explore topics of personal interest and continue to learn throughout their lives (Nelson, p. 195).

| Objectives | Actions | Target Date | Responsible Positions |
|--|--|-------------------------|---|
| 1. Sustaining Actions | 1a. Develop measurable objectives for each program | Annually in January | Head of Information Services, Head of Youth Services |
| | 1b. Conduct regular assessments of each program and evaluate against program goals | Ongoing | Head of Information Services, Head of Youth Services |
| | 1c. Identify opportunities and strategies for improvements, including trainings for staff & opportunities for partners to achieve community impacts | Annually in January | Library Director, Head of Information Services, Head of Youth Services |
| | 1d. Continue to survey the community and understand technological deficits | Annually in February | Library Director, Head of Information Services, Head of Youth Services, Librarian II |
| 2. Address digital literacy for all ages | 2a. Reach out to local organizations with educational mandate and bring them into the library to use the Creation Station as a classroom. (Literacy Volunteers and BU's Center for Civic Engagement) | 2025 | Head of Information Services |
| | 2b. Assess what digital literacy services are already available in Broome County so as not to duplicate services | 2024 | Library Director, Head of Information Services |
| | 2c. Continue to survey the community and understand technological deficits | Annually in February | Library Director, Head of Information Services, Librarian II |

| | 2d. Work with County IT to get the computer lab up and running | 2025 | Head of Information Services |
|---|---|------|---|
| | 2e. Find teacher(s) to run technology Thursday and other digital literacy classes | 2026 | Head of Information Services |
| 3. Build circulating collections of tools, | 3a. Barcode and create circulation procedures for kitchen utensils gathered in the Ahearn Room's Meeting Room. | 2024 | Head of Information Services |
| equipment, technology, and other non-traditional items that address clear community needs | 3b. Set up 3D printers in the Creation Station with clear protocols and regulations to safeguard their long-term use. | 2024 | Head of Information Services |
| | 3c. Develop programs that highlight the 3D printers for all age groups. | 2024 | Head of Information Services, Head of Youth Services |
| | 3d. Obtain a 3D printer available for loan to the 4 County Offices with movement protocols and training to safeguard the delicate equipment. | 2024 | Head of Information Services |
| | 3e. Assess other opportunities for non-traditional collections, including bike locks, bus passes, kitchen equipment, hot spots, sewing machines | 2025 | Head of Information Services |
| | 3f. Obtain passes to local museums for patrons. | 2024 | Librarian II for Information Services |
| Provide responsible programs highlighting mobility and mayoment for | 4a. Research local organizations, teachers and coaches who could partner with the library (Tai Chi, Balance, etc.) | 2025 | Head of Information Services, Information Services Librarians |
| mobility and movement for patrons of all abilities, ages and cultures. | 4b. Set up more classes like Gentle Yoga and Beginners/Advanced Yoga. | 2026 | Head of Information Services, Information Services Librarians |
| | 4c. Develop programs that encourage our patrons to consider their physical movement practices. | 2026 | Head of Information Services, Information Services Librarians |
| 5. Address other forms of literacy | 5a. Create opportunities for health literacy - including supporting community-based | 2024 | Head of Information Services, Information Services Librarians |

| | programs that empower people to be more involved and active in their health and teach skills, such as computer use, to assist people in acquiring credible health information. 5b. Collaborate with local healthcare systems, public health professionals and medical librarians to create a health | 2028 | Head of Information Services, Information Services Librarians |
|--|--|------------------|---|
| | information center within the library. 5c. Train reference staff in health literacy skills and health information technologies so they can help to build the health literacy skills of patrons. | 2027 | Library Administration, Head of Information Services, Information Services Librarians |
| | 5d. Develop information literacy and research skills workshops tailored to the specific needs of the community. | 2028 | Head of Information Services, Information Services Librarians |
| 6. Develop programming and services related to environmental awareness and sustainability. | Continue building upon current partnerships with environmental sustainability-focused such as VINES and Cornell Cooperative Extension. | 2024 and ongoing | Library Administration, Head of Information Services, Information Services Librarians |
| | Develop emergency kits for patrons with needs related to a weather emergency. (when County declares us an emergency cooling/warming center) | Q4 2024 | Head of Information Services, Information Services Librarians |
| | Develop new partnerships with a focus on environmental awareness. Examples: Emergency Preparedness organizations, outdoor exercise groups | 2025 | Library Administration, Head of Information Services, Information Services Librarians |
| | Develop a seed library. | 2024 | Library Administration, Head of Information Services, Information Services Librarians |
| | Develop a toolkit for weather preparedness inside and outside the library | 2025 | Head of Information Services, Information Services Librarians |

Goal 5. Stimulate Imagination: Reading, Viewing, and Listening for Pleasure

Goals: Residents who want materials to enhance their leisure time will find what they want when and where they want them and will have the help they need to make choices from among the options (Nelson, p. 199).

| Objectives | Actions | Target Date | Responsible Positions |
|---|--|------------------|---|
| Sustaining actions Strengthen the sense of community between staff, | 1a. Build a more robust collection of e-books and e-audiobooks by conducting an assessment of the e-books and e-audiobooks patrons are interested in | 2025 and ongoing | Librarian II for Information Services |
| patrons, and stakeholders around a shared love of reading, viewing, and listening for pleasure | 1b. Assess the e-book and e-audiobook accessibility for all populations | 2025 and ongoing | Librarian II for Information Services |
| | 1c. Work with the Four County Library System to increase the system e-book budget | 2024 and ongoing | Library Director |
| | 1d. Continue advertising on social media including participatory posts like "What are you reading this weekend?" | 2024 and ongoing | Department Heads, Staff |
| 2. Expand the reach and inclusivity of gaming | 2a. Continuing building TableTop Role- Playing program | 2024 and ongoing | Librarian II for Information Services |
| programs | 2b. Begin clubs such as a TTRPG social club, so patrons can begin to set up their own gaming groups. | January 2024 | Librarian II for Information Services |
| | 2c. Train game masters to further expand gaming at BCPL beyond 1GM, 1Table via inclusion of additional gaming tables | January 2024 | Librarian II for Information Services |
| | 2d. Expand the role of the DM to provide guidance to incoming GMs via DM101 class | 2024 | Librarian II for Information Services |
| | 2e. Become a leading resource for the | 2025 | Librarian II for Information |

| | gaming community via on demand systems so people can create their own parties | | Services |
|---|---|-----------------------|--|
| | 2f. Continue to build the social club beyond the library walls via network of players established by the DM101 and TTRPG social club. | 2026 | Librarian II for Information Services |
| Increase programming and collections geared towards older adults. | 3a. Create a survey for older adults to see what their priorities are in terms of collections and programming. | May 2024 | Librarian II for Information Services |
| | 3b. Reach out to community organizations specializing in programming for older adults for partnerships and to understand community needs. (Office for Aging, Action for Older Persons, etc) | 2025 | Librarian II for Information Services |
| | 3c. Explore opportunities for social engagement through the library for older adults. | 2026 | Librarian II for Information Services |
| | 3d. Continue to work with outside organizations to create regularly scheduled programs for older adults. | 2027 | Librarian II for Information Services |
| Create programming to support neurodivergent patrons | 4a. Reach out to Community Options and like organizations to understand where BCPL can create programming to support neurodivergent adults | Late 2024 | Librarian II for Information Services |
| | 4b. Establish initial pilot programs | 2025 | Librarian II for Information Services |
| | 4c. Assess impact of initial programming | 2026 | Librarian II for Information Services |
| | 4d. Expand programming as interest and participation evolves. | 2027 | Librarian II for Information Services |
| 4. Expand the library's offerings in the arts | 4a. Partner with the local arts community, including the Broome County Arts Council and BU Department of Fine Art, to provide dynamic programming and opportunities for patrons. | Late 2025 and ongoing | Library Director, Assistant Library Director |

| | 4b. Develop logistics and revise policy procedure in preparation to host more art installations | 2025 | Library Director, Assistant Library Director |
|--|--|------------------|--|
| | 4c. Encourage more community art exhibits to be held at the library | 2026 and ongoing | Library Director, Assistant Library Director |
| | 4d. Explore further uses and expansion of art supply, mediums and material offerings in the Creation Station | 2026 and ongoing | Library Director, Assistant Library Director, Head of Reference |
| | 4e. Continue to build on current art class offerings | 2027 | Library Director, Assistant Library Director, Head of Reference |
| 5. Ensure there is community awareness of current and new programming. | 5a. Investigate best alternative advertising methods for non-social media users | May 2024 | Libra rian II for Information Services, Marketing Committee |
| | 5b. Create a route with sites for informational flyering throughout the area | 2024 | Librarian II for Information Services, Marketing Committee |
| | 5c. Establish a list of local newsletters and community calendars to regularly share Library information to (eg Office for Aging Senior Newsletter, PeachJar through Binghamton School District) | 2024 | Librarian II for Information Services, Marketing Committee |
| | 5d. Assess any programming with low but consistent turn out and consider alternative messaging methods. | Ongoing | Library Director, Department Heads |

Goal 6. Visit a Comfortable Place: Physical and Virtual Spaces

Goals: Residents will have safe and welcoming physical places to meet and interact with others or to sit quietly and read and will have open and accessible virtual spaces that support networking (Nelson, p. 210).

| Objectives | Actions | Target Date Responsible Positions | |
|--|--|-----------------------------------|--|
| Sustaining objectives | 1a. Assess and maintain Library building and facilities | Annually in September | Library Director, Assistant Library Director, Custodial Supervisor |
| | 1b. Assess and maintain website | Annually in February | Librarian I for Information Services, Marketing Committee |
| | 1c. Work with the community to enhance, destigmatize, and promote the immediate neighborhood | Ongoing | Library Director, Department Heads, staff, Board of Trustees |
| 2. Finish renovation and revitalization of the library space | 2a. Finish creating a visually and spatially distinct teen space through the use of distinctive paint, carpet, and furnishings | 2025 | Library Director, Head of Youth Services, Custodial Supervisor |
| | 2b. Finish renovating and refreshing the Youth Services department | 2026 | Library Director, Head of Youth Services, Custodial Supervisor |
| | 2c. Gather and synthesize staff feedback on long-term design plan | 2025 | Library Director, Assistant Library Director, Custodial Supervisor |
| | 2d. Utilize consultant to improve signage and patron wayfinding experience | 2027 | Library Director, Assistant Library Director, Custodial Supervisor |
| | 2e. Develop standard procedures for using NYS Construction Aid funds within regulations and constraints. | 2024 | Library Director, Assistant Library Director, Finance Committee, Board of Trustees |

| | 2f. Add Study Rooms to the Library floor plan. (Small enclosures that hold 1-4 people that do not require advance reservations). | 2028 | Library Director, Assistant Library Director, Board of Trustees |
|---|---|------------------|---|
| | 2g. Create comfortable, cozy spaces within the library. | 2027 | Library Director, Assistant Library Director |
| 3. Bronsky Reading Garden | 3a. Pursue grants to make improvements to the Library Garden | January 2024 | Library Director, Assistant Library Director, Friends of the Library |
| | 3b. Improve access to the Library garden by adding a door from Youth Services | 2025 | Library Director, Assistant Library Director, Custodial Supervisor |
| | 3c. Plan outdoor programming for Reading Garden | 2026 and ongoing | Library Director, Assistant Library Director, Department Heads, Staff |
| 4. Create a space that is welcoming to and inclusive of everyone in the Broome County community | 4a. Address the inclusiveness of the Library space as part of the DEI plan, beyond what is legally required | Ongoing | Library Director, Assistant Library Director, DEI Committee |
| | 4b. Continue to improve accessibility of facilities with a particular focus on parking and navigation for blind/visually-impaired patrons | 2026 | Library Director, Assistant Library Director, DEI Committee |
| | 4c. Ensure that there is accessible, comfortable furniture for patrons of all abilities | 2025 | Library Director, Assistant Library Director, DEI Committee |
| | 4d. Convert upstairs bathrooms to 3-4 single occupancy/gender neutral bathrooms. | 2028 | Library Director, Assistant Library Director |
| | 4e. Assess the efficacy of current hours through inclusion in future surveys and the installation of networked people counters | 2027 | Library Director, Assistant Library Director, Librarian II for Information Services |
| | 4f. Install secure bike racks | 2027 | Library Director, Assistant Library |

| | | | Director |
|--|--|------|---|
| | 4g. Investigate and, if appropriate, install self-serve lockers for patrons | 2028 | Library Director, Assistant Library Director |
| | 4h. Charging stations for devices - charging stations (phones, laptops, wheel chairs) | 2026 | Library Director, Assistant Library Director, |
| | 4i. Investigate and, if appropriate, build or designate a visitation room for supervised visitations | 2027 | Library Director, Assistant Library Director |



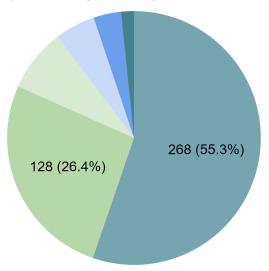
This report presents findings from the 2022-2023 community needs assessment. The survey is attached to this document. Each question in the survey has a corresponding graph.

This survey was conducted between November 2022 and May 2023. We initially had close to 1500 responses but it was discovered that most of the responses were spam created by bots. In order to narrow down which responses were valid, I went through text responses to detect which responses were spam. Additionally, several spam responses were often sent at exactly the same time which made them easy to detect. We ended up with 546 valid responses from community members.

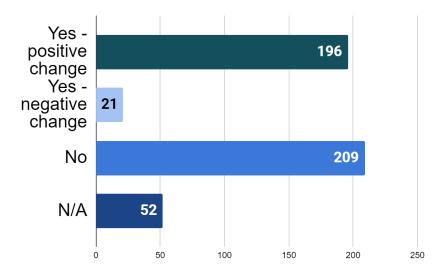
1. When was your most recent visit to the Broome County Public Library?

The majority of respondents reported that they have been to the Library within the last month.

Within the last month
Within the last year
Within the last 2 years
Within the last 5 years
Longer than 5 years
I've never visited the BCPL



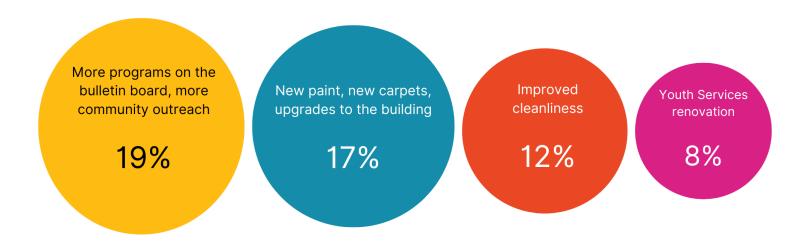
2. Did you notice any changes when you last visited?



3. If so, what did you notice?

For free text fields, I found commonalities which led to establishing different categories. For the free text questions in this report, I only included commonalities of 2 or more.

This question had 198 written responses. These circles represent the top four categories of **positive responses**. 38 respondents or 19% mentioned the number of programs which serve the community. 35 respondents or 17% mentioned the upgrades to the building as something they noticed. 25 respondents or 12% mentioned that they noticed the cleanliness of the building. 17 respondents or 8% mentioned the upgrade in Youth Services as well as new toys available.



Other notable **positive** responses:

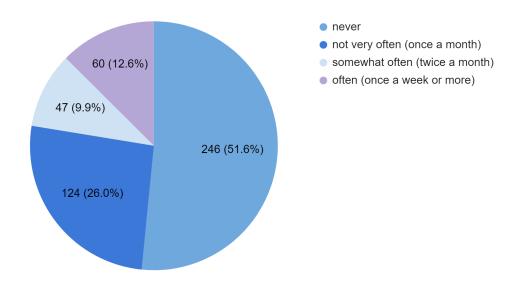
13 mentioned the displays

11 noticed improvement in collections
8 mentioned the puzzle table favorably
7 noted positive changes in the organization of the Library

Negative: 5 people complained about homeless patrons/ the peer support program. 2 mentioned the book sales being moved to the back of the Library is difficult with their mobility issues.

4. How often do you utilize our off-site resources such as e-books, audiobooks, and streaming?

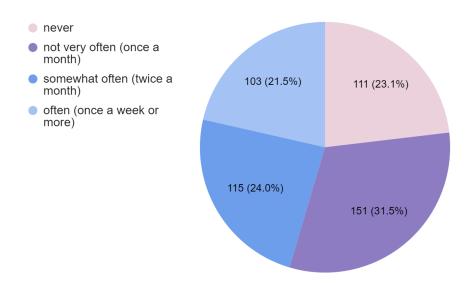
Over half of survey respondents indicated that they never use our off-site resources. We may see these numbers change as we add more electronic content and continue to advertise.



5. How often do you check or interact with our social media?

A decent portion of respondents either never check our social media or check once a month.

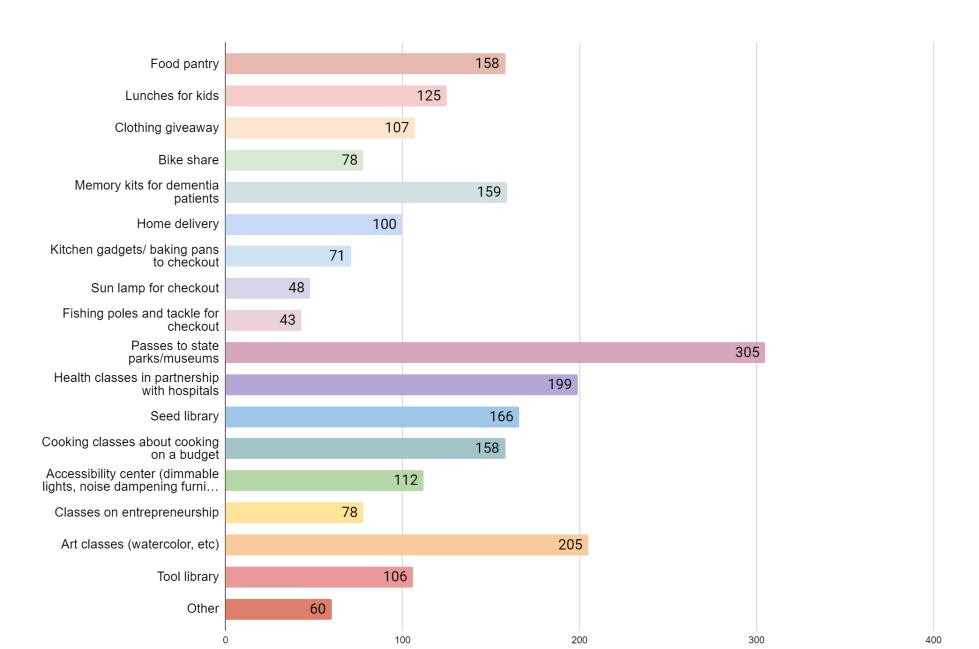
This is notable, as we do most of our promoting on social media.



6. Question 6 asked respondents to select their top 3 priorities for the Library. Unfortunately, due to the selection method of the survey software, it is not possible to edit your selection so people selected many more than 3 and were unable to fix their mistake. We decided to scrap this question.

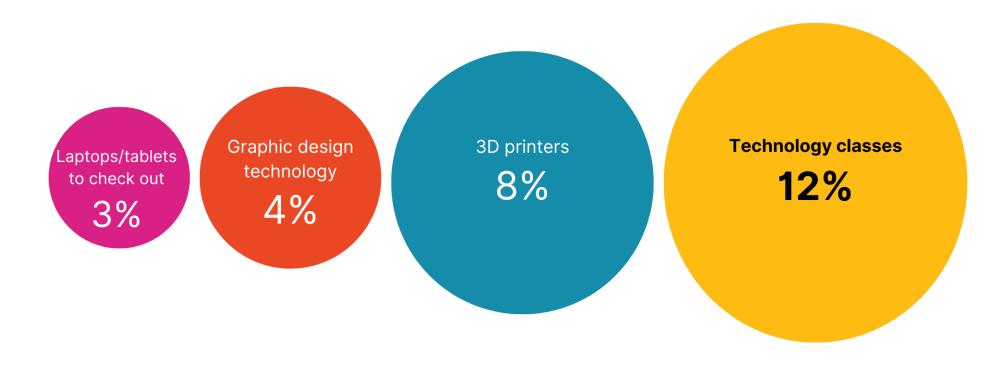
7. What services would you like to see the Library offer?

To develop this question, I asked a group of librarians across the country what kind of innovative services they offer at their libraries. For our respondents, the leader by far was passes to state parks and museums.



8. What technologies would you like to see the Library offer?

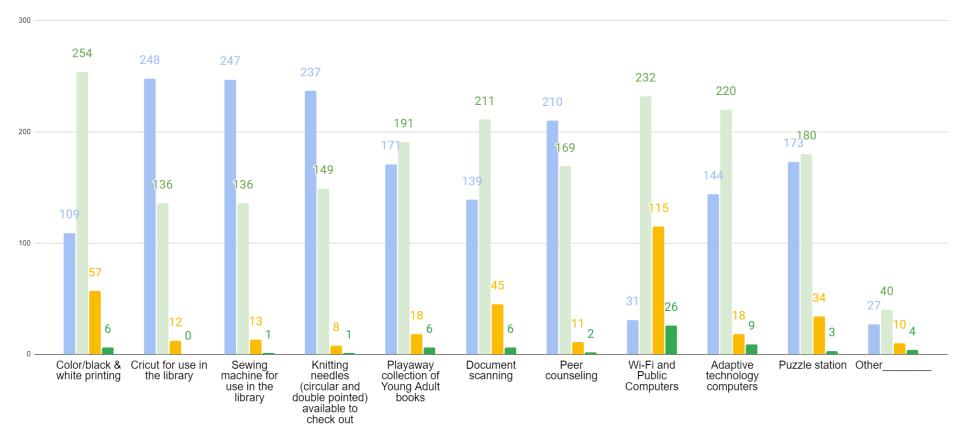
This question had 164 responses. These circles represent the top four categories of technologies that respondents wrote in to the free text question. The most common request was technology classes, at 20 responses or 12% of responses, 3D printers, at 14 responses or 8%, graphic design technology at 8 responses or 4%, and laptops and tablets to check out at 6 responses or 3%.



Other technologies mentioned include a large format printer, VHS to digital conversion, VR/gaming, internet hotspots, makerspace technology, a podcast recording booth, 3D pens, and classes on internet safety.

9. How often do you use the current services and technologies that Broome County Public Library offers?

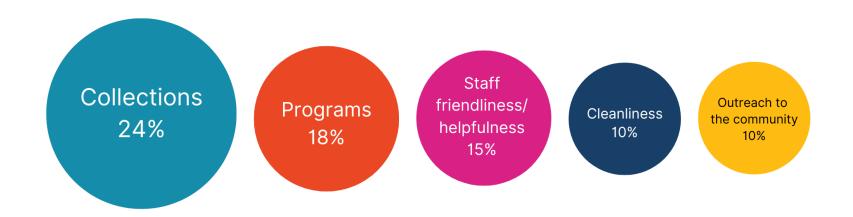
■ I didn't know about the service/technology ■ I don't use the service/technology ■ I use the service/technology several times per month ■ I use the service/technology several times per week



Wi-Fi and public computers were the main draw for patrons who use the library at least monthly, seconded by color/black & white printing. Many respondents indicated that they didn't know about the Cricut, the sewing machine, knitting needles, and peer counseling. **There is a small margin of error with this graph**, as some respondents had valuable things to say in other questions but clearly chose their answers to this question arbitrarily. For instance, there was one response that said they use the knitting needles several times per week, while looking at the circulation statistics that is not true.

10. What is the Library doing well?

This question had 349 responses. 87 responses or 24% were about collections. 64 responses or 18% were about our program offerings. There were 54 responses about how friendly and helpful our staff is. 37 responses were about cleanliness and building maintenance, and 36 were about social media outreach/outreach to the community.



Other notable responses include:

25 respondents referred to the atmosphere/aesthetics of the building
21 referred to Youth Services specifically
20 referred to our book sales
12 responses about our inclusivity
12 responses regarding safety and security
11 responses about our accessibility
9 wrote about our technology
2 were excited about LGBTQ+ programming

11. How could we improve?

There were 282 responses to this question. Responses varied widely but there were some commonalities:

Advertise more/more publicity

25 responses - 8%

More programs/classes 29 responses - 10%

More comfortable seating - 8 responses

Add a café - 6 responses

Improve collections - 6 responses

More digital content - 9 responses

Other notable responses:

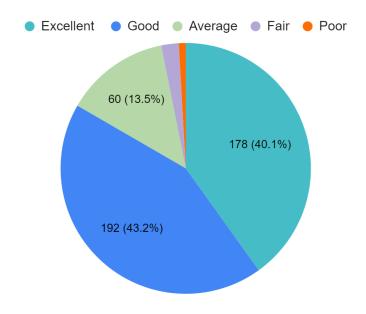
4 referred to changing the homeless presence in the library, complaining about people sleeping, talking to themselves, and asking for money in the front of the Library

3 would like to be able to donate food, clothing, and toiletries

3 asked us to clean up the exterior of the building

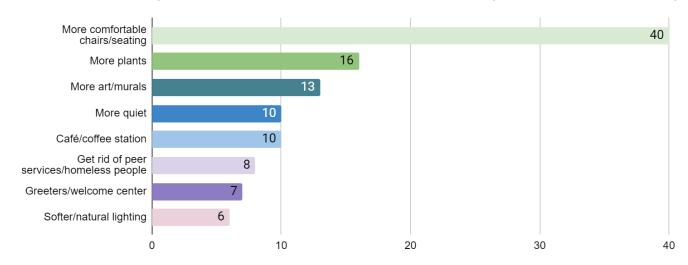
Another notable response was a request to add a baby changing station in the men's room.

12. I rate the Broome County Public Library's warmth, appeal and comfort level as:



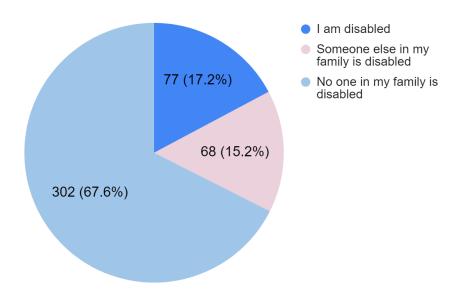
13. Describe one thing you wish the Library would do to make the space more attractive and welcoming:

This was another free text question with 258 responses, very similar to "how could we improve?" In future surveys, we can avoid redundancy.

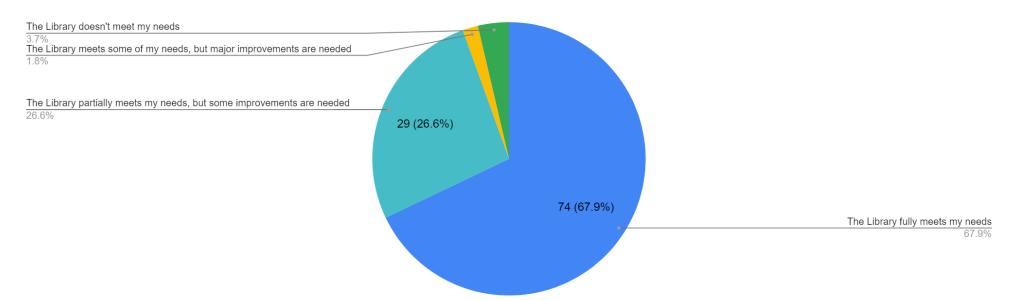


14. Are you or anyone in your family disabled?

The phrasing of this question could be changed in future surveys. Perhaps "have a disability" versus "disabled" could warrant different answers to the question, as it is likely *someone* in their family has a disability.



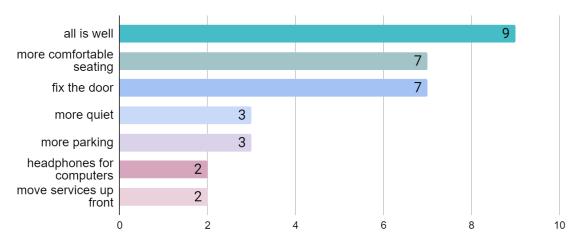
14a. How well does the Library meet your (or your family member's) needs as a disabled person?



This is a heartening set of numbers as we are concerned about accessibility in the Library.

14b. What can the Library do to improve your experience as a disabled patron?

This question had 65 responses. I highlighted responses that had 2 or more commonalities. I omitted responses such as: "I'm not the disabled person and can't really answer that" and "books and other help" and "I'm not sure as I haven't been in quite a while". 9 respondents felt that the library fully meets their needs.

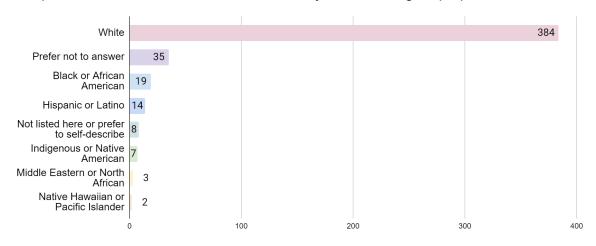


Demographics:

It is unclear whether this demographic data reflects the real demographics of our patrons, as there is some variation between census data and the data collected from our survey.

15. I identify as: (Select all that apply)

There were 472 responses to this question. In census data for Broome County, there is a higher proportion of residents who do not identify as white.

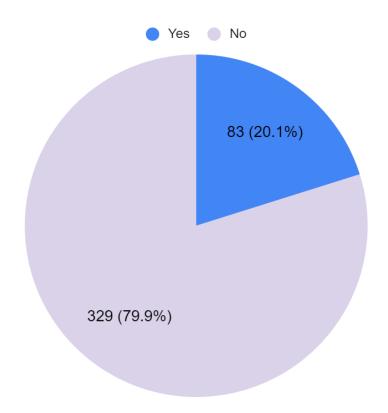


For prefer to self-describe, we got the following written responses:

Italian American
white, male, U.S. veteran
LGBTQ+
Caucasian
A Meat based product
American Jew
I'm mixed. Irish, English, Scottish, Welsh, American Indian and Filipino

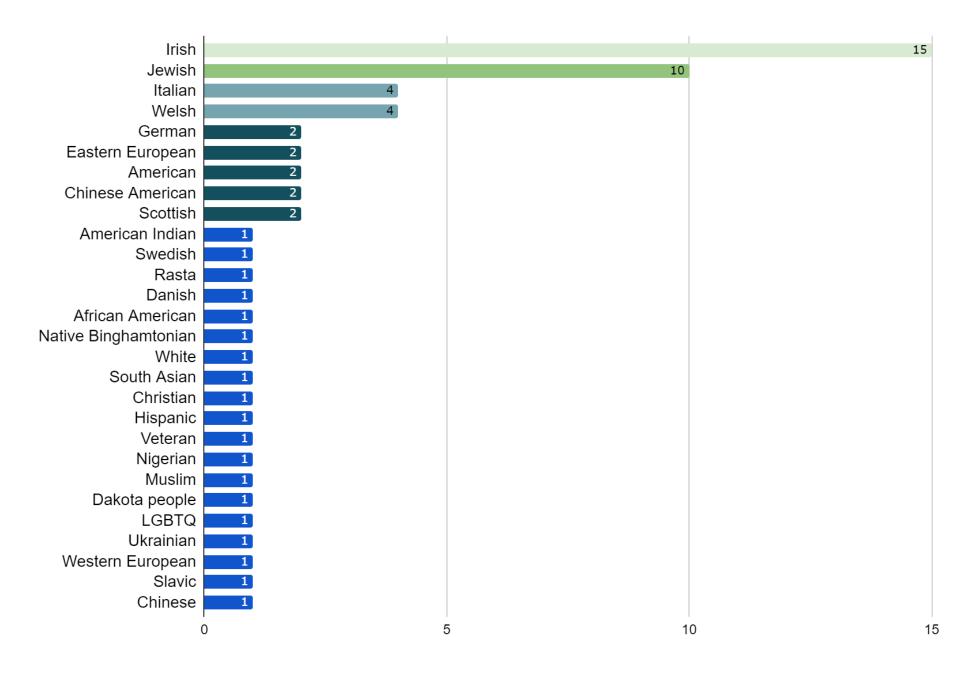
16. Do you identify with a specific ethnic or cultural identity?

The vast majority of respondents do not identify with an ethnic or cultural identity.

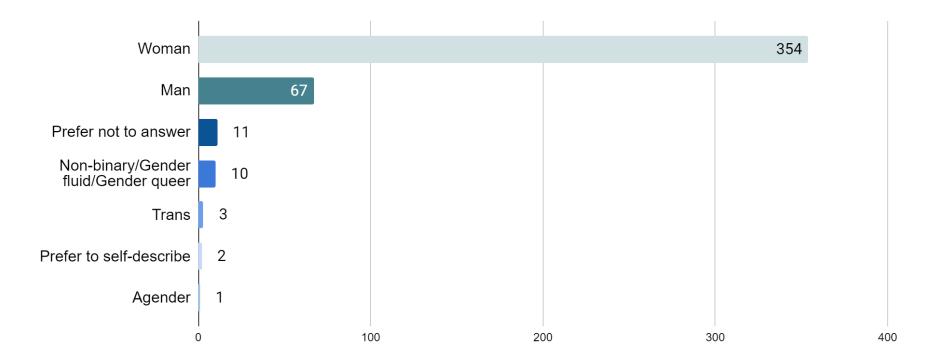


16. Do you identify with a specific ethnic or cultural identity? Yes:

Irish and Jewish heritage are common among survey respondents.



17. Which of the following best describes you? (Select all that apply)



A vast majority of respondents to this question identified as female.

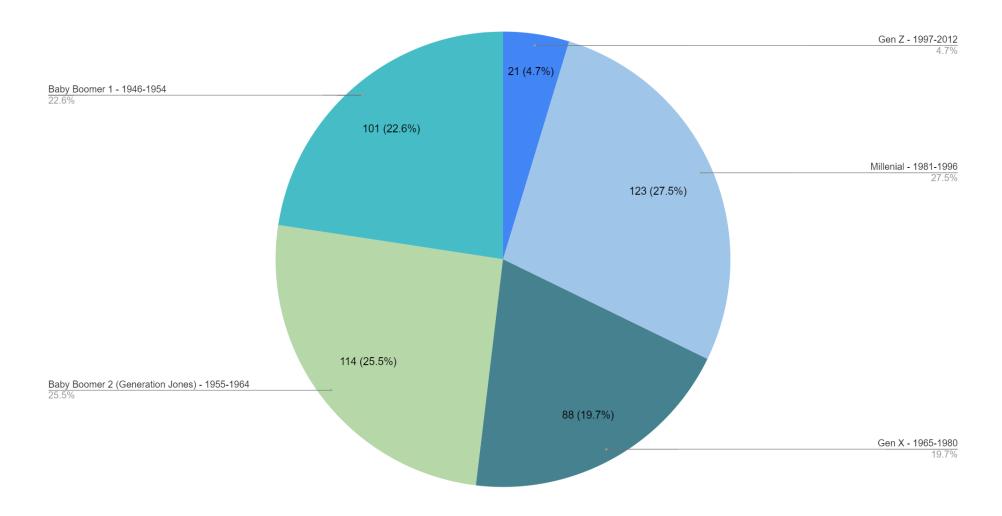
Prefer to self describe resulted in:

A. What kind of woke crap is this?

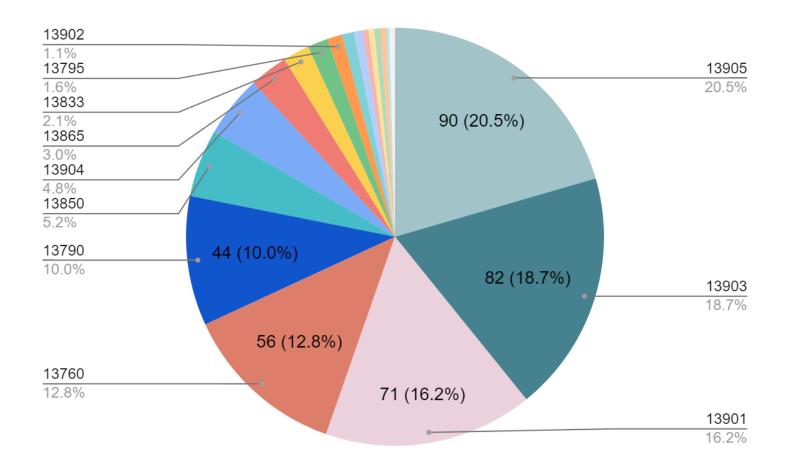
B. Food for Cthulhu

18. 4-digit Year of birth

This graph shows date of birth broken up by generation. The average year of birth is 1967, making the average age of survey respondents 56. Baby boomers make up 48% of survey respondents. In order to see all responses and all percentages, it was necessary to make the text small.



19. Home Zip Code

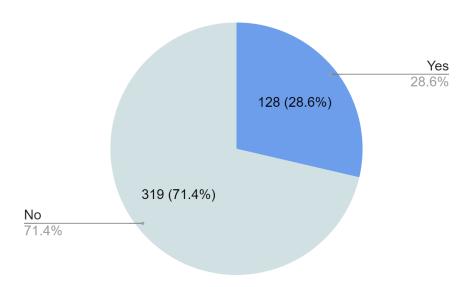


All three segments with the highest percentages are Binghamton zip codes.

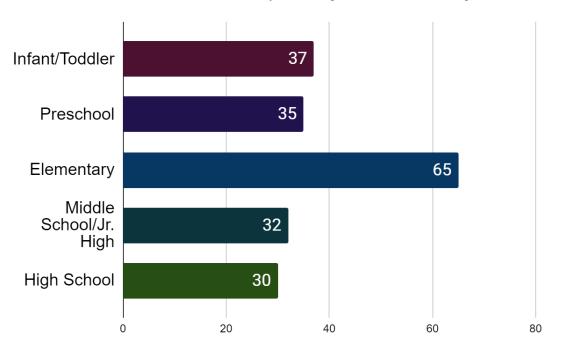
13760 is the Endicott zip code, and 13790 is Johnson City.

20. Do you have children in your household?

Almost 3/4 of respondents do not have children in their household.



If so, what are their ages? Elementary school age children have the highest numbers.



Correlations and priorities for different groups:

Peer support respondents:

13 respondents reported using peer support services either on a weekly or monthly basis.

One respondent requested more secure WiFi. Another respondent requested that we stay open on Sundays. This sentiment has been echoed in the in-person interviews with peer support patrons. There was a request for loanable eBook tablets. One respondent expressed that we are very public oriented and friendly.

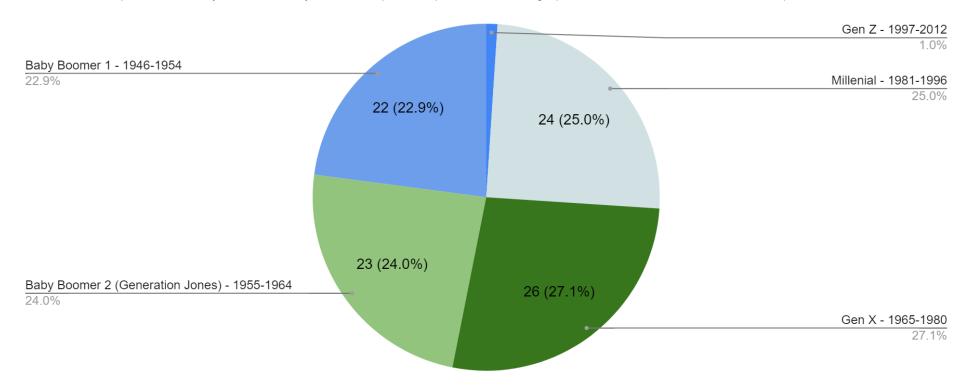
BIPOC respondents:

47 respondents identified with a race other than white.

Where respondents indicated that they were a race other than white, one notable response to the question about making the library more welcoming is to "add Black people as staff." Another respondent called for "more diversity. Black, Latina, Asian, West Indian, African, Native American etc."

Age and social media:

This graph shows the age groups for the 96 respondents who indicated they check our social media often (once a week or more.) Generations were fairly even in distribution for this question. Notably, there was only one Gen Z patron represented in this graph, but that is out of 21 total Gen Z responses.



Future surveys can include questions about languages so that we may develop collections and programming around spoken and read languages.

The Broome County Public Library needs to know how well we're meeting our community's needs and what you believe we should focus on while planning for the future. As we prepare to move past the COVID pandemic, it's important to ask for your help in getting back to "normal." Your input will define what "normal" should look like at the Library. Your responses will be treated anonymously, and there will be no way to link opinions expressed to any individual.

- 1. When was your most recent visit to the Broome County Public Library?
 - a. Within the last month
 - b. Within the last year
 - c. Within the last 2 years
 - d. Within the last 5 years
 - e. Longer than 5 years
 - f. I've never visited the Broome County Public Library
- 2. Did you notice any changes when you last visited?
 - a. Yes positive change
 - b. Yes negative change
 - c. No
 - d. N/A
- 3. If so, what did you notice?
- 4. How often do you utilize our off-site resources such as e-books, audiobooks, and streaming?
 - a. never
 - b. not very often (once a month)
 - c. somewhat often (twice a month)
 - d. often (once a week or more)
- 5. How often do you check or interact with our social media?
 - a. never
 - b. not very often (once a month)
 - c. somewhat often (twice a month)
 - d. often (once a week or more)
- 6. What are your priorities for the Library. Please choose your top three:
 - a. Comfort of the physical space
 - b. Aesthetics of the physical space

| C. | Children's programs |
|-----------|---|
| d. | Teen programs |
| e. | Adult programs |
| f. | Computers and technology |
| g. | Books and other collections |
| h. | Research assistance |
| i. | Meeting rooms |
| j. | Bathrooms and facilities |
| k. | Local history and genealogy |
| l. | Other |
| 7. What s | services would you like to see the Library offer? |
| a. | Food pantry |
| b. | Lunches for kids |
| С. | Clothing giveaway |
| d. | Bike share |
| e. | Memory kits for dementia patients |
| f. | Home delivery |
| g. | Kitchen gadgets/ baking pans to checkout |
| h. | Sun lamp for checkout |
| i. | Fishing poles and tackle for checkout |
| j. | Passes to state parks/museums |
| k. | Health classes in partnership with hospitals |
| l. | Houseplant exchange |
| m. | Seed library |
| n. | Cooking classes about cooking on a budget |
| 0. | Accessibility center (dimmable lights, noise dampening furniture, sensory |
| | toys/technology |
| p. | Classes on entrepreneurship |
| q. | Art classes (watercolor, etc) |
| r. | Tool library |
| S. | Other |

| 9. How often do you use the current services and technologies that Broome County Public Library offers? |
|---|
| I didn't know about the service/technology |
| I don't use the service/technology |
| I use the service/technology several times per month |
| I use the service/technology several times per week |
| a. Color/black & white printing |
| b. Cricut for use in the library |
| c. Sewing machine for use in the library |
| d. Knitting needles (circular and double pointed) available to check out |
| e. Playaway collection of Young Adult books |
| f. Document scanning |
| g. Peer counseling |
| h. Wi-Fi and Public Computers |
| i. Adaptive technology computers |
| j. Puzzle station |
| k. Other |
| 10. What is the Library doing well?11. How could we improve? |
| 11. How could we improve: |
| 12. I rate the Broome County Public Library's warmth, appeal and comfort level as: |
| excellent good average fair poor |
| |
| 13. Describe one thing you wish the Library would do to make the space more attractive and welcoming |
| 14. Are you or anyone in your family disabled? |
| a. I am disabled |
| b. Someone else in my family is disabled |
| c. No one in my family is disabled |
| [If a or b is selected] |

14a. How well does the Library meet your (or your family member's) needs as a disabled person?

- a. The Library fully meets my needs
- b. The Library partially meets my needs, but some improvements are needed
- c. The Library meets some of my needs, but major improvements are needed
- d. The Library doesn't meet my needs

14b. What can the Library do to improve your experience as a disabled patron?

Demographics

This information is being collected in order to help us better understand our community and provide context for the data that we collect with this survey. All answers are optional.

- 15. I identify as: (Select all that apply)
 - a. Indigenous or Native American
 - b. Middle Eastern or North African
 - c. Asian
 - d. Native Hawaiian or Pacific Islander
 - e. Black or African American
 - f. White
 - g. Hispanic or Latino
 - h. Not listed here or prefer to self-describe:
 - i. Prefer not to answer
- 16. Do you identify with a specific ethnic or cultural identity?
 - a. Yes
 - b. No

If yes, open ended

- 17. Which of the following best describes you? (Select all that apply)
 - a. Woman
 - b. Man
 - c. Trans

| | d. Non-binary/Gender fluid/Gender queer |
|--------|--|
| | e. Agender |
| | f. Prefer not to answer |
| | g. Prefer to self-describe: |
| | |
| | |
| 18. Ye | ar of birth (4 digits please) |
| | |
| 10 H | ome Zip Code |
| 13.11 | 5mc 2ip code |
| | |
| 20. Ar | e there children in your household? |
| YE | S NO |
| | |
| 20 | Da. If yes, please select their age groups (select all that apply) |
| | Infant/Toddler |
| | Preschool |
| | Elementary |
| | Middle School/Jr. High |
| | |
| | High School |
| | |
| | |

BCPL Patron Code of Conduct - Draft edits 1/5/2024

Welcome to the Broome County Public Library! We're happy that you're here. The following rules have been adopted by our Board of Trustees to maintain a safe and secure space for you to enjoy our facilities, programs, and collections. If you need any help, we're here to answer questions and offer guidance. You don't need a library card to use our building or some of our services, but cards are free and allow you to check out Library materials.

- It's important to respect the rights of other patrons and Library staff at all times.
 Our staff are here to help you, but they need to be able to perform their duties without harassment
- 2. In order to maintain a safe and welcoming space for all of our patrons and staff, disruptive and/or abusive behavior is prohibited. This includes:
 - Harassment
 - Sexual harassment
 - The use of abusive, obscene, discriminatory, hateful, or threatening language that targets a specific individual or that interferes with other patrons' right to access the Library
- 3. Illegal activities or the possession of weapons of any kind are prohibited on Library property.
- 4. Smoking, vaping, the use of smokeless tobacco, and the use of cannabis, alcohol or other recreational drugs are prohibited in the Library, the parking lot, the reading garden, within 20 feet of the Library doors, and any place on the Library property that blocks or negatively impacts other patrons.
- We strive to maintain the Library as a space free of commercial, political, or religious pressure. For this reason, solicitation of any kind is prohibited on Library property. This includes activities such as panhandling, proselytizing, and petitioning.
- 6. In order for us all to enjoy and use this space, we ask you to keep conversations, phone calls, videos, and music to a low volume. Earphones and headphones are available if you need them. Please don't make phone calls on speaker, and please do be conscious of how your noise level impacts other patrons. If your noise level is disruptive, we will approach you about lowering your volume or using headphones. Failure to do so will be treated as a Code of Conduct

violation.

- 7. Our Custodians work hard to clean and maintain our facilities for the benefit of all patrons and staff. Please consider this when using our bathrooms or when eating in the Library, and clean up after yourself. Please eat in areas where library equipment cannot be damaged due to a spill or food residue. If you disregard this or repeatedly leave a mess, we will approach you about changing your behaviors. Failure to do so will be treated as a Code of Conduct violation.
- 8. Bicycles, scooters, and other wheeled devices need to be left outside the building and may not block doorways or walkways. Smaller devices like skateboards and roller skates can be put away in your bag. Wheelchairs and other mobility aids are allowed, as are strollers and small shopping carts that aren't disruptive to other patrons. Large shopping carts need to be left outside.
- 9. Patrons sleeping in the Library may be awakened by Library staff or Security in order to perform a welfare check. This is not punitive. We care about your wellbeing. If you are resting in a place that is causing a disruption or blocking access for other patrons, you will be asked to move.
- 10. Animals are prohibited in the building unless they are service animals or are part of an approved Library program.
- 11. Parents, guardians, or caregivers are responsible for the safety, behavior and supervision of their children as specified in the Library's Unattended Children's Policy [link].
- 12. Our children's room is intended primarily as a space for children, teens, and caregivers to feel welcome and safe. Adults are welcome to browse for items but adults who hang out in the space or use the tables without children present will be asked to move to a different part of the Library.
- 13. Our Teen Space is intended primarily as a space for teens to feel welcome and safe. We recognize that patrons of all ages need access to the YA/teen collections, but it's not a space for adults to hang out and use the furniture.
- 14. It's important to respect Library property, including Library materials/collections, furnishings, and equipment. If you disregard this, you will be asked to change your behavior. Failure to do so—or the repetition of behaviors that you have

already been warned about—will be treated as a Code of Conduct violation.

15. Personal photography and/or videography is allowed in the Library but must not infringe on the privacy rights of other patrons (including minors) or interfere with the ability of Library staff to perform their duties. Projects that have the potential to violate these criteria require prior approval by the Library Director.

Enforcement

Minor violations of these rules will result in a reminder or warning that may be issued by Library Staff or Broome County Security.

More serious or repeated violations will result in the patron being required to leave the building for the remainder of the day.

Violations that constitute an immediate or apparent threat to the safety of others, their property, or the property of the Library will result in immediate expulsion from the Library for a period of one month to one year depending on the severity of the offense and whether it is an isolated or recurring event.

The Library Administration is authorized to modify and/or adapt the code to special circumstances.

Appeal Process

Any patron who feels that their privileges have been unjustly denied under this policy is encouraged to appeal the decision to the Broome County Public Library Board of Trustees. Email appeals can be sent to board@board.com. If you don't have access to a computer, you can call Library Administration (607-778-6407) to be connected to the Board of Trustees.

In order to ensure that the Broome County Public Library remains a safe and welcoming space for all patrons and staff, the Board of Trustees has adopted the following rules and regulations:

- 1. Patrons will respect the rights of other patrons and Library staff at all times. They may not interfere with staff or with the performance of their duties and will comply with lawful direction given by them.
- 2. Disruptive and/or abusive behavior is prohibited. This includes:
 - Harassment
 - Sexual harassment
 - The use of abusive, obscene, discriminatory, hateful, or threatening language
 - Nudity of any kind, including bare feet and/or bare chests
- 3. Illegal activities—including the use of alcohol or illegal and/or recreational drugs or the possession of weapons of any kind—are prohibited on Library property.
- 4. Smoking, vaping, and the use of smokeless tobacco are prohibited on Library property, both inside and outside of the building.
- 5. Solicitation of any kind is prohibited on Library property.
- 6. Select areas of the Library have been designated as Quiet Zones. While they are in a Quiet Zone, patrons will:
 - Silence all electronic devices, including phones and computers
 - Use headphones when watching or listening to media
 - Limit conversation, including phone calls
- 7. are prohibited on Library property, as is the use of skateboards, roller skates, and athletic equipment, unless approved by Library staff. Bicycles and other wheeled devices must be left outside the building and may not block doorways or walkways.
- 8. Animals are prohibited in the building except those specifically designated as service animals.
- Parents, guardians, or caregivers are responsible for the safety, behavior and supervision of their children as specified in the Library's Unattended Children's Policy.

- 10. Adult patrons shall not use any Youth Services or Young Adult space or participate in any age-based programs unless such patron is a parent, legal guardian, caregiver, educator or relative of a participating age-appropriate child or has received permission from Library staff.
- 11. Patrons will not deface or damage Library property, including Library materials/collections, furnishings, walls, equipment, and computers. Additionally, patrons will not rearrange or disarrange library furnishings or materials and will not place their feet on the furniture or walls.
- 12. Food and beverages can be consumed in designated areas only. Water bottles with lids are allowed other than when using the public computers.
- 13. Personal photography and/or videography is allowed but must not infringe on the privacy rights of other patrons (including minors) or interfere with the ability of Library staff to perform their duties. Projects that have the potential to violate these criteria require prior approval by the Library Director.

Enforcement: Any patron who violates these rules and regulations may be required to leave the library premises and be denied the privilege of access to the library. The Library Administrative Staff, whose authority shall prevail in all cases, shall administer and enforce the above code in a fair and reasonable manner. The Library Administration is authorized to modify and/or adapt the code to special circumstances. Violations of the code that do not constitute an immediate and apparent threat to the safety of others, their property, or the property of the library will result in disciplinary action, including, but not limited to, verbal warning, temporary expulsion from the library, suspension of the right to use or participate in some or all of the library's services for a period of time, or permanent expulsion from the library. The disciplinary action chosen will be determined by the severity of the offense and whether it is an isolated or recurring event. Violations of the code that constitute an immediate or apparent threat to the safety of others, their property, or the property of the library will result in immediate expulsion from the library and possible additional measures. In any instance of a code violation, police may be called if there is not compliance or if the staff feels threatened in any way or feels unable to handle the situation.

Appeal Process: A patron whose privileges have been denied may have the decision reviewed by the **Broome County Board of Trustees** for additional consideration.

Executive Committee

Chair: Kate Miller-Corcoran

Members: Jeffri Boisvert, Katie Bowers, Al Buyck, JoAnne Hanrahan

Strategic Planning

Chair:

Members: Kate Miller-Corcoran, Chad Miller, Charmian Foster, Jill Kissick-Castro

Finance

Chair: Al Buyck

Members: Kate Miller-Corcoran, JoAnne Hanrahan, Chad Miller

Nominating

Chair:

Members: Kate Miller-Corcoran, Charmian Foster, Vikki Colazzo, Sarah Glose

Personnel

Chair:

Members: Al Buyck, Jeffri Boisvert, Vikki Collazo, JoAnne Hanrahan

Marketing

Chair:

Members: Sarah Glose, Jillian Sandy

DEI

Chair:

Members: Jill Kissick-Castro, Jeffri Boisvert, Katie Bowers

Policy

Chair:

Members: Jill Kissick-Castro, Jeffri Boisvert, Kate Miller-Corcoran, Katie Bowers