

**MONROE COUNTY PUBLIC LIBRARY
BOARD OF TRUSTEES WORK SESSION
December 11, 2019, 5:45 p.m.
Meeting Room 2A**

AGENDA

1. Call to Order – John Walsh, President
2. Review of 2020 documents – Marilyn Wood, Kyle Wickemeyer-Hardy, Gary Lettelleir:
 - a. Holiday schedule (page 1)
 - b. Pay schedule (page 2)
 - c. Wage and salary schedule (page 3)
 - d. Pay resolution (page 4)
 - e. Fine and fee schedule (page 5)
 - f. Board Meeting Calendar (page 6)
3. Proposed 2020 Agreement between CATS and the Town of Ellettsville – Gary Lettelleir (page 7-8)
4. Proposed 2020 Agreement between CATS and the City of Bloomington – Gary Lettelleir (page 9-24)
5. Proposed 2020 Agreement between CATS and Monroe County – Gary Lettelleir (page 25-27)
6. Proposed Memo of Understanding between CATS and WFHB – Gary Lettelleir (page 28-30)
7. Proposed Agreement with El Centro – Gary Lettelleir (page 31-33)
8. Public Comment
9. Adjournment

View the Board Packet on the Library's website: <https://mcpl.info/library-trustees/meetings>

Monroe County Public Library Public Comment Policy

The Library Board of Trustees shall have a time providing for public comment during all public meetings. Comments should be relevant to Library matters, excluding personnel issues. Individual speakers are asked to limit their remarks to three–five minutes. The chair shall be allowed to limit the time for individual speakers and to limit the total time for public comment.

Public comment time is provided for the public to express their opinions or concerns about matters over which the Board of Trustees has authority or responsibility. Comments are intended to be statements from speakers; speakers may not engage the Board in a question & answer exchange during public comments. Questions relating to Library or administrative procedures which could be addressed outside of a Library board meeting should be referred to the appropriate Library staff at other times. Expressions of opinion about these matters are appropriate for the public comment time on the agenda.

Approved by the Library Board of Trustees July 17, 2019

LIBRARY CLOSING SCHEDULE

2020

Wednesday, January
1 NEW YEAR'S DAY

Tuesday, February 18
STAFF DAY

Sunday, April 12
SPRING HOLIDAY

Monday, May 25
MEMORIAL DAY

Saturday, July 4
INDEPENDENCE DAY

Monday, September 7
LABOR DAY

Thursday, November 26
Friday, November 27
FALL HOLIDAY

Thursday, December 24
Friday, December 25
WINTER HOLIDAY

Thursday, December
31 NEW YEAR'S EVE

The Library closes early at 5 PM



Friday, January 1, 2021 NEW YEAR'S DAY

MONROE COUNTY PUBLIC LIBRARY

PAY SCHEDULE

2020

PAY PERIOD	PAY DATE
December 9 – December 22, 2019	January 3
December 23 – January 5	January 17
January 6 – January 19	January 31
January 20 – February 2	February 14
February 3 – February 16	February 28
February 17 – March 1	March 13
March 2 – March 15	March 27
March 16 – March 29	April 10
March 30 – April 12	April 24
April 13 – April 26	May 8
April 27 – May 10	May 22
May 11 – May 24	June 5
May 25 – June 7	June 19
June 8 – June 21	July 3
June 22 – July 5	July 17
July 6 – July 19	July 31
July 20 – August 2	August 14
August 3 – August 16	August 28
August 17 – August 30	September 11
August 31 – September 13	September 25
September 14 – September 27	October 9
September 28 – October 11	October 23
October 12 – October 25	November 6
October 26 – November 8	November 20
November 9 – November 22	December 4
November 23 – December 6	December 18
December 7 - December 20	December 31 (due to 1/1/2021 holiday)

2021

December 21 - January 3, 2021	January 15, 2021
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MONROE COUNTY PUBLIC LIBRARY
Wage and Salary Schedule
2020 - Proposed

Pay Grade	Market Minimum	Market Maximum
Non-Exempt / Hourly		
1	\$11.25	\$14.63
2	\$11.47	\$16.08
3	\$12.43	\$19.89
4	\$13.44	\$21.50
5	\$14.66	\$23.46
6	\$15.78	\$25.25
7	\$17.32	\$27.71
8	\$19.86	\$31.78
9	\$22.10	\$33.16
Exempt / Bi-Weekly Salary		
10	\$1,910.34	\$2,865.51
11	\$2,723.25	\$4,084.87

**RESOLUTION TO ADOPT 2020 HOLIDAY CLOSING SCHEDULE, PAY
SCHEDULE, AND WAGE and SALARY SCHEDULE**

WHEREAS it has been determined that it is now necessary to adopt a Holiday Closing Schedule, Pay Schedule, and Wage and Salary Schedule for the 2020 fiscal year, and

WHEREAS the board wishes to adjust the current Salary Schedule maximums for pay grade 3 through 8 by increasing the maximum of 50% from minimum to 60% from Minimum, based on market.

WHEREAS the board wishes to provide a cost of living increase which falls within the amount budgeted for 2020,

NOW THEREFORE the Board adopts the 2020 Holiday Closing Schedule, Pay Schedule, and Wage and Salary Schedule and approves a .75 cent or a 2.75% incremental increase per hour – whichever is higher – subject to Wage and Salary Schedule Maximums. This applies to all employed at the Library as of December 22, 2019. The effective first pay date of 2020 is January 03, 2019 and includes the pay period beginning December 9, 2019 and ending December 22, 2019;

Presented to the Monroe County Public Library Board, read in full and adopted this 18th day of December 2019, by the following aye and nay votes.

AYE

NAY

Monroe County Public Library
2020 Fee Schedule

Item	Fee
Annual Subscription Card/ Non-resident	\$60.00
Community Access Television Services (CATS) duplications	\$10/dubs (No charge for dubs of public meetings for elected officials from units with contracts with CATS)
Collection Agency Fee	\$10.00
Fine Option Program (for patrons 14+)	\$5/hour credit
Food for Fines Credit	\$1 for each item
Lost Items	Replacement fee cost per item
Meeting room & Auditorium rental for Businesses operating in Monroe County	\$150/hour for Auditorium and for 1B/1C combined \$75/hour for 1B, 1C, 2A, 214
Meeting room additional fees	Maintenance or additional security needs: \$25/hour. Equipment or furniture damage at repair or replacement cost.
Overdue Fines	\$0.25/day (Maximum \$10.00/item) (No charge for children's materials)
Photocopies	\$0.10/page non-color, \$0.30/page color (Patrons granted \$0.30/day free reference material copies)
Printing	\$0.10/page non-color, \$0.30/page color (Patrons granted \$0.30/day free printing)
Read It Off (children under age 18)	\$5/credit/use and return

Proposed December 18, 2019

2020 BOARD OF TRUSTEE'S CALENDER

All meetings in Room 1B unless otherwise noted

Month	Date	Meeting Type	Potential Topics
January	8	Work Session* at Ellettsville	
January	15	Board Meeting at Ellettsville	Budget line-item transfers; officer slate approved; Conflict of Interest forms; El Centro Contract. Update: Branch Strategist
January	15	Board of Finance at Ellettsville	Review Investment Report and Policy
February	12	Work Session*	
February	19	Board Meeting	Election of Board Officers; Update: Communications and Marketing
March	11	Work Session*	
March	25	Board Meeting	2019 Annual Report review; Review Long Range Strategic Plan; Update: Teen Services
April	8	Work Session*	
April	15	Board Meeting	Update: Community and Customer Engagement
May	13	Work Session*	
May	20	Board Meeting	Update: Children's Services
June	10	Work Session*	
June	17	Board Meeting	Update: Building Services
July	8	Work Session*	
July	15	Board Meeting	Draft 2021 Budget; Update: Access & Content Services
August	12	Work Session*	
August	19	Board Meeting	Review any revisions to 2021 Budget, Approve 2021 Budget for advertising; Update: Special Audiences Services
September	9	Work Session*	
September	16	Board Meeting	2021 Budget; Review Policies: Internet and Computer Use, Security Cameras. Update: Information Technology
September	16	Public Hearing	Public Hearing on 2021 Budget
October	14	Work Session*	
October	21	Board Meeting	Adopt 2021 Budget; approve 2021 employee insurance package; Update: Adult Services
November	11	Work Session*	
November	18	Board Meeting	Update: Staff Development
December	9	Work Session*	
December	16	Board Meeting	Approve 2021 salary schedule, Pay Schedule(dates), director's salary; 2021 Holiday & Closing Schedule;CATS contracts, Fines and Fees schedule; Update: CATS
*Work session dates are placeholders. Meetings are held only as needed.			
Proposed December 18, 2019			

2020 AGREEMENT TO PROVIDE COMMUNITY ACCESS TELEVISION SERVICE: TOWN OF ELLETTSVILLE

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

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

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. To partially fund the operational expenses of the Community Access Center for the year 2020, the Town shall pay \$17,183.00. Such payment shall be in equal installments of \$4,295.75, payable at the beginning of each quarter of the calendar year 2020 (March 31, June 30, September 30, December 31).
2. The Library shall, by means of the Bloomington Community Access Television, telecast meetings of the Ellettsville Town Council, Ellettsville Planning and Zoning Board, Richland-Bean Blossom Community School Corporation.
3. The library shall provide an annual progress and financial report to the Town Council, which report shall summarize the utilization of the Town's payments.
4. This agreement is subject to an appropriation of funds by the Ellettsville Town Council.
5. Either party may terminate this agreement upon sixty (60) days written notice. Notice shall be sent to the following addresses unless such addresses are otherwise changed in writing:

Town of Ellettsville
Post Office Box 8
Ellettsville, IN 47429

Monroe County Public Library
ATTN: Director
303 East Kirkwood Avenue
Bloomington, IN 47401
6. This agreement is for a period of one year.
7. Library certifies that it is enrolled in the E-Verify program and has verified the work eligibility status of all newly hired employees through the E-Verify program, unless the E-Verify program no longer exists, and that signing this contract serves as an affidavit affirming that the Library does not knowingly employ an unauthorized alien.

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

ELLETTSVILLE TOWN COUNCIL

Signature Brian Mobley

Name / Title BRIAN MOBLEY president

Date 9-23-2019

Attest Andrea Hask
Clerk/Treasurer

MONROE COUNTY PUBLIC LIBRARY

CATS Manager Signature _____

Name / Title _____

Date _____

Attest _____
MCPL Director

**CITY OF BLOOMINGTON and
MONROE COUNTY PUBLIC LIBRARY
CATS FUNDING AGREEMENT for 2020**

This Agreement is entered into on the 26 day of November, 2019 at Bloomington, Indiana, by and between the Board of Public Works of the City of Bloomington, hereinafter referred to as the "City", the Monroe County Public Library, hereinafter referred to as "Library", and Community Access Television Services, hereinafter referred to as "CATS." CATS and the Library agree to provide services as set forth below and comply with all provisions of this Agreement, and the City agrees to provide funding as set forth below.

Article I. Services to be provided by Library.

CATS and the Library agree as follows:

- (a) To cablecast live coverage of City of Bloomington Common Council, Plan Commission, Board of Public Works, Board of Zoning Appeals, Board of Parks Commissioners, Bloomington Redevelopment Commission and Utilities Service Board meetings, if given at least one week's notice by the City of the meeting times. These meetings will also be replayed at least twice during the week they occur, and will be webcast as feasible by CATS. Upon request by the Office of the Mayor or City Information & Technology Services (ITS) Department, the Library will provide the City with free copies in the specified format of any of the above cablecast meetings or other meetings and events described elsewhere in this agreement.
- (b) To provide permanent archival digital storage of meetings which CATS cablecasts.
- (c) To provide off-premise secure backup (cloud backup is acceptable).
- (d) To provide live internet streaming of meetings.
- (e) To provide access to meetings through a browseable and searchable website.
- (f) To provide access to meetings through social media.
- (g) To provide access to meetings through over-the-top video devices (via YouTube for instance.)
- (h) To provide automated transcription of meeting content.
- (i) To produce weekly editions of "Pets without Partners" and provide cablecasts of other meetings and events, and to produce programs on community services and issues as requested by the City. The content of all City public meetings broadcast by CATS shall be placed in the public domain, meaning that the work may be freely reproduced,

distributed, transmitted, used, modified, built upon, or otherwise exploited by anyone for any purpose, commercial or non-commercial, and in any way, including by methods that have not yet been invented or conceived. CATS may not assert any copyright claim and no right shall attach to City public meeting broadcasts.

- (j) To provide quarterly financial reports to the City delineating the utilization of funds which Library has received for the support of CATS from the City of Bloomington, the Town of Ellettsville, Monroe County and any other source as well as funding received directly from Library.

The financial reports may be submitted in the format compatible with Library's normal budgeting information as is readily available through its existing accounting software. Budget lines shall include comparison of actual expenditures with budgeted amounts. Reports shall include a listing of all revenues designated for CATS by all entities contributing, including in-kind contributions from Library and other gifts, grants, etc., CATS receives.

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

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

Article II. Designated use of Agreement Funds and Equipment.

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

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

- (e) To utilize equipment made available through this Agreement solely in the provision of services as outlined herein.

Article III. Data on Affirmative Action.

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

Article IV. Funding Procedure.

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

- (a) The Library will submit a signed claim voucher or invoice to the Information and Technology Services Department of the City of Bloomington, ITS, which will be processed in accordance with the City's normal practice for payments and reimbursements. Invoices may be submitted at the beginning of each quarter – January, April, July, and October.
- (b) The City will provide funding at the rate of **\$111,706.50** quarterly for the calendar year beginning January 1, 2020, with the total not to exceed **\$446,826.00**.

Article V. Accounting Procedures.

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

- (a) All grants and monies received by the Library from the City of Bloomington, the Town of Ellettsville, Monroe County and any other source are solely intended for the support of and usage by CATS and shall not on any account be made available for use as Library general operating funds. If at the end of any fiscal year such grants or monies have not been expended on costs directly related to the operations of CATS, said grants or monies shall remain for future usage for support of the operations of CATS and shall not revert or be otherwise transferred to any fund for general usage by, or support of, Library.
- (b) Accurate, current, and complete disclosure of the financial results of its service program.
- (c) Records which identify adequately the source and application of funds for program supported activities.

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

Article VI. Program Monitoring and Library Reporting Requirements.

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

Article VII. Access to Records.

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

Article VIII. Retention of Records.

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

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

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

Article IX. Termination of Agreement.

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

It is further agreed that the City or the Library may terminate funding in whole or in part when both parties agree that the continuation of the program would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions,

including the effective date, and, in the case of partial terminations, the portion to be terminated. The Library shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The City shall allow full credit to the Library for the allocable portion of noncancellable obligations, properly incurred by the Library prior to termination.

Article X. Forfeiture of Funds for Noncompliance.

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

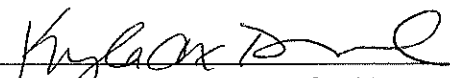
Article XI. Verification of Work Status.

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

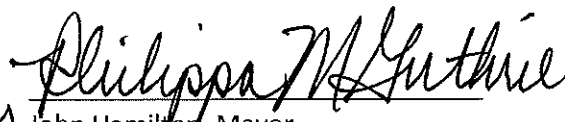

Article XII. Investment Activities in Iran

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

CITY OF BLOOMINGTON

By: 
Kyla Cox Deckard, Board of Public Works

Date: 11.26.2019

By: 
 John Hamilton, Mayor

Date: 11-15-19

MONROE COUNTY PUBLIC LIBRARY:

By: _____
Marilyn Wood, Director

Date: _____

COMMUNITY ACCESS TELEVISION SERVICES:

By: _____
Michael White, General Manager

Date: _____

CITY OF BLOOMINGTON Legal Department Reviewed By: <u>REM</u> DATE: <u>11/14/11</u>

CITY OF BLOOMINGTON
Controller
Reviewed by: [Signature]
DATE: 11-15-11
FUND/ACCT: 4d-25600-93980

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

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

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

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

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

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

Section 1: Term. This Agreement shall be in full force from the date this Agreement is fully executed and shall end on December 31, 2021.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY

Information & Technology Services Dept.
City of Bloomington
401 N. Morton Street, Suite 160
Bloomington, IN 47404
Attn: Director

MCPL

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

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the dates following their signatures. The latest of the dates shall constitute the starting date of this Agreement.

City of Bloomington
Board of Public Works
By:

Kyla Cox Deckard
Kyla Cox Deckard, President

11-26-2019
Date

for Phillipa M. Guthrie
John Hamilton, Mayor
11-15-19
Date

Monroe County Public Library
Board of Trustees
By:

President, MCPL Board of Trustees

Date

Marilyn Wood, MCPL Director

Date

CITY OF BLOOMINGTON
Controller
Reviewed by: [Signature]
DATE: 11-13-19
FUND/ACCT: NA

CITY OF BLOOMINGTON
Legal Department
Reviewed By: BEM
DATE: 11/17/19

MONROE COUNTY PUBLIC LIBRARY:

By: _____
Marilyn Wood, Director

Date

COMMUNITY ACCESS TELEVISION SERVICES:

By: _____
Michael White, Station Manager

Date

CITY OF BLOOMINGTON Legal Department Reviewed By: <u>BEA</u> DATE: <u>11/14/19</u>

CITY OF BLOOMINGTON
Controller
Reviewed by: [Signature]
DATE: 11-15-19
FUND/ACCT: 2A

CITY OF BLOOMINGTON
and
MONROE COUNTY PUBLIC LIBRARY
PUBLIC, EDUCATION AND GOVERNMENT CHANNEL
PROGRAMMING AGREEMENT for 2020

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- a) Program five City of Bloomington PEG channels.
 - i) One channel must be dedicated solely to City of Bloomington meetings, events and business.
 - ii) One channel must be dedicated solely to Monroe County and other local governmental and taxing unit meetings, events and business.
 - iii) One channel must be dedicated to public access programming emphasizing local and community-generated content.
- b) Provide the City of Bloomington PEG content at no less than full-screen broadcast resolution.
- c) Provide PEG suitable programming in keeping with the definition of PEG.
- d) Provide programming that is not otherwise available on other VSP channels.

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

Section 5. Term. This Agreement shall be in full force and effect beginning on the date of execution of this Agreement and ending December 31, 2020. This agreement may be rescinded at the City's discretion with a 30-day written notice.

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

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

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

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

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

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

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

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

CITY

Information & Technology Services Dept.
City of Bloomington
401 N. Morton Street, Suite 160
Bloomington, IN 47404
Attn: Director

The PEGCP

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

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

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

CITY OF BLOOMINGTON

By: Kyla Cox Deckard
Kyla Cox Deckard, Board of Public Works

11-26-2019
Date

By: Philip M. Guthrie
John Hamilton, Mayor
11-15-19
Date

MONROE COUNTY PUBLIC LIBRARY:

By: _____
Marilyn Wood, Director

Date

COMMUNITY ACCESS TELEVISION SERVICES:

By: _____
Michael White, Station Manager

Date

CITY OF BLOOMINGTON Legal Department Reviewed By: <u>BEA</u> DATE: <u>11/14/19</u>

CITY OF BLOOMINGTON
Controller
Reviewed by: [Signature]
DATE: 11-15-19
FUND/ACCT: 2A

"County"

Board of Commissioners of Monroe County

Date: 9-18-19



Julie Thomas, President



Lee Jones, Vice President



Penny Githens, Commissioner

ATTEST:

Catherine Smith, Auditor

"Library"

Monroe County Public Library

Date: _____

John Walsh, President, Board of Trustees

Marilyn Wood, Director

Michael White, Manager
Community Access Television

2020 TELECOMMUNICATIONS FUNDING AGREEMENT

Agreement entered into between the Board of Commissioners of Monroe County, ("County") and the Monroe County Public Library ("Library"), on behalf of its Community Access Television Services department (CATS), effective on the date last written below.

SECTION I. Funding

(a) County shall contribute the sum of Two Hundred Eighty Three Thousand and Six Hundred and Fifty Five and 00/100s Dollars (\$283,655) for calendar year 2020, payable in equal quarterly installments of Seventy Thousand Nine Hundred and Thirteen Dollars and 75/100s (\$70,913.75), to partially fund the operational expenses of CATS.

(b) Library may use this contribution for salaries and equipment necessary to provide services in accordance with this Agreement. Library will submit a signed claim voucher for each quarterly installment which will be processed in accordance with the County's usual practice for payments.

SECTION II. Public Meetings

Where the meeting location permits, CATS shall telecast live coverage of regular meetings of the Monroe County Commissioners, Monroe County Council, Monroe County Planning Commission, Board of Zoning Appeals, the State of the County Address and other public meetings as requested by the Monroe County Commissioners. Where the meeting location does not permit live coverage, CATS shall contemporaneously videotape the meeting and cablecast it at the earliest time following the meeting which its schedule allows. Each of the meetings will be replayed at least twice during the week following the original cablecast. The times for replay will be predetermined and supplied to the *Herald Times* for its TV schedule publication.

Section III. Non-partisan Programming

(a) A partisan political program or event is one in which only one political party or candidate is represented, and whose principal purpose is the advocacy of a particular candidate, slate of candidates or party platform or the criticism of an opposing candidate, slate of candidates or party platform. Examples include political party dinners or organizational meetings, fundraisers, and announcements of candidacy for office. CATS crews shall not be used in the program production of partisan political events, nor shall the public meeting channel (currently Channel 14) be used to cablecast such partisan political events; provided however, that CATS may elect to separately telecast primary election candidate forums for each political party where all candidates for contested offices within that party have been invited, and where scheduling time permits the telecast of similar candidate forums of opposing political parties.

(b) This section shall not be construed to prohibit the production or telecast of a political party caucus or convention which is required by Indiana election law to nominate candidates or fill candidate vacancies. Further, this section shall not be construed to prevent members of the public who are not affiliated with Library from using Library facilities and equipment for any programming permitted by

state and federal law, and which is consistent with Library access policies.

SECTION IV. Reports

(a) Monthly Report -CATS will provide the County a monthly report of its programming and activities which will include an hour report of its public meetings coverage.

(b) Financial Report -CATS will provide the County at least annually, and more often upon request, a financial report which shall summarize the utilization of the County's contributions.

SECTION V. Records

Library will permit the County to examine and copy all records and documents related to the funding provided by this Agreement. Library further agrees to maintain accounting procedures and record keeping in a form acceptable to the State Board of Accounts and will retain those records as required by state law or State Board of Accounts policy.

SECTION VI. Non-discrimination

(a) Library affirms that it is an equal opportunity employer, and will not discriminate on the basis of race, color, national origin, sex, age, sexual orientation, ancestry, religion or disability in the hiring, upgrading, discipline, training and compensation of its employees. Breach of this provision may result in termination of this Agreement.

Section VII. Term

This agreement shall govern services provided from January 1, 2017 through December 31, 2017, and shall thereafter be automatically renewed from year to year unless either party gives written notice of its intention to terminate by October 1 of each succeeding year. The funding provided by this Agreement may be adjusted by mutual agreement, but all such funding is subject to an appropriation by the Monroe County Council.

Section VIII. Verification of Work Status

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

**2020 Memorandum of Understanding between
Monroe County Public Library and
Community Radio WFHB**

This agreement outlines the details of a joint new initiative to be undertaken by Bloomington Community Radio WFHB (WFHB) and the Monroe County Public Library through CATS.

Between __ January 1, 2020 __ and __ December 31, 2020 __, the two organizations will produce a weekly program focusing on primary issue(s) in Monroe County, based on content acquired from CATS coverage of local government meetings. The program shall be telecast on the CATS network. In addition, CATS agrees that the program will be both streamed and archived on the CATS website.

The weekly news program shall be a joint undertaking of WFHB and the Monroe County Public Library through CATS. Each party to this agreement shall carry out the following responsibilities:

Monroe County Public Library through CATS will provide:

1. Footage collected during CATS' regular coverage of local government meetings.
2. Other relevant CATS material.
3. Studio production services, including equipment and facilities necessary to produce and create the half-hour program.
4. Weekly telecasts of the program on CATS channels.
5. A schedule of government meetings each week.
6. The sum of \$14,000, which shall be payable to WFHB in four installments from the Library's Special Revenue Fund and not from funds received from property tax revenues. WFHB shall have access to deposited funds for any use in the ordinary and usual course of WFHB business.

WFHB will provide:

1. An anchor for the telecast, if needed.
2. A hyperlink to CATSWeek on the catstv.net website on all postings of episodes of the *Daily Local News* that employ stories for CATSWeek on WFHB's website.
3. A staff member to write scripts for CATSWeek in accordance with CATS production schedule.
4. Additional WFHB volunteers, if needed.
5. On-air in-kind underwriting: WFHB agrees to air one on-air ad for CATS each day of the calendar year (value: \$4,380). This ad shall consist of a 20-second live read performed by on-air hosts, drawing from a rotation of up to six scripts written by the CATS general manager and approved by the WFHB general manager.
6. WFHB agrees to not solicit specific underwriting for the CATSweek program.

The Monroe County Public Library and WFHB agree that the editorial decisions shall be determined as a result of consultation between the CATS general manager and the WFHB general manager.

WFHB and Monroe County Public Library and CATS agree that the final show as produced and telecast shall become the property of the Monroe County Public Library and CATS and the appropriate acknowledgment of this ownership shall be stated in the credits for each show. The program shall be archived and retained in the same manner as all CATS programs.

The Monroe County Public Library, CATS and WFHB acknowledge that each party will direct their employees to meet their obligations under this agreement. Each party to this agreement shall be responsible for compensating the employees which they use to meet their obligations under this agreement. Monroe County Public Library, CATS and WFHB acknowledge that neither shall be responsible for nor share any liability for compensating the employees other than those under their employ.

The Monroe County Public Library, CATS and WFHB each acknowledge that no party to this agreement shall have a cause of action against any other party of this agreement as a result of the production of the news program. Each party to this agreement shall be responsible for obtaining all necessary insurance coverage to protect and indemnify them from any liability which they may incur as a result of participation under this agreement. Each party to this agreement shall be responsible for and meet their obligations as the employer of any employee who may provide services under this agreement and shall have no cause of action against the other party of this agreement for any cause of action brought against them by any employee providing services to an employer under this contract.

Each party to the agreement shall further secure a waiver of subrogation from any insurer providing insurance required hereunder.

All parties under this agreement acknowledge that this agreement may be amended only in writing and if such amendments are approved by the Monroe County Public Library Board of Trustees and the WFHB Board of Directors.

WFHB, Monroe County Public Library and CATS acknowledge that this agreement may be terminated at any time. Notice of termination shall be mailed at least 30 days in advance of the termination to the individuals listed below representing the other party:

John Turner, General Manager
WFHB Community Radio
108 W. 4th St.
Bloomington, IN 47404

Michael White, Manager
CATS/Monroe County Public Library
303 E. Kirkwood Ave.
Bloomington, IN 47408

Marilyn Wood, Director
Monroe County Public Library
303 E. Kirkwood Ave.
Bloomington, IN 47408

The parties further agree that this agreement may be renewed on an annual basis upon approval by the governing bodies of each party.

_____,
President
WFHB Community Radio
Board of Directors

Date: _____

General Manager
WFHB Community Radio

Date: _____

President
Board of Trustees
Monroe County Public Library

Date: _____

Michael White, General Manager
Community Access Television Services

Date: _____

AGREEMENT BETWEEN MONROE COUNTY PUBLIC LIBRARY AND EL CENTRO COMUNAL LATINO, INC.

This Agreement is made and entered into this ____ day of _____, 2020, by and between the El Centro Comunal Latino, Inc. (the Latino Community Center), and the Monroe County Public Library (the Library).

WHEREAS, the Library is dedicated to reaching out into the community through on-going outreach activities in an effort to serve Latino community residents; and

WHEREAS, the Library's purpose and goals coincide with El Centro Comunal Latino, Inc. goals for offering services and information to the Latino community, and

WHEREAS, the El Centro Comunal Latino, Inc. and the Library desire to cooperate in the continuation of an El Centro Comunal Latino, Inc. office at the Monroe County Public Library; and

WHEREAS, the Library has the ability to provide office space at the Main Library; and

WHEREAS the El Centro Comunal Latino, Inc. is authorized to plan and develop partnerships and contractual arrangements with non-city organizations to ensure delivery of services.

NOW THEREFORE, the parties do mutually agree to continue a mutually beneficial partnership, as follows:

1. Purpose of Agreement:

The purpose of this agreement is to outline a program partnership which will provide office space for El Centro Comunal Latino, Inc. within the Monroe County Public Library.

2. Duration of Agreement:

The term of this Agreement shall begin January 1, 2020 and run through December 31, 2020. The parties may agree in writing to renew or extend the term of the Agreement.

3. El Centro Comunal Latino, Inc. agrees to:

- A. Display the hours that the office is available to the public.
- B. Notify the Library of any office closings within 2 weeks of closing.
- C. Keep and report basic service statistics on an annual basis, by January 31, to the Library Administration.
- D. Agrees to meet with the Library Administration on an annual basis to discuss the value of the partnership.
- E. Encourage future programming and outreach options that further the goals of each partner.

- F. Include information about the Library in El Centro Comunal Latino, Inc. brochures and publications.
- G. Provide its own supplies for its designated operations on an ongoing basis.
- H. Pay the sum of \$3,600 in biannual installments of \$1,800, which shall be due and payable on the first of January and the first of July for the succeeding six months.
- I. Represent El Centro Comunal Latino, Inc., in a professional manner and reflect its commitment to quality services and customer satisfaction.

4. The Monroe County Public Library agrees to:

- A. ~~Agrees to m~~Meet with El Centro Comunal Latino, Inc. staff on an annual basis to discuss operations.
- B. Provide an adequate office space, internet and telephone access, and furnishings as needed.
- C. Work with El Centro Comunal Latino, Inc. to provide information on their services via the Library website and provide El Centro Comunal Latino, Inc. staff with access to the Library's website.
- D. Develop programming as needs are identified and staffing allows.
- E. Include information about El Centro Comunal Latino, Inc. in its promotional materials. ~~Provide an information kiosk, outside the El Centro Comunal Latino office space, which will include information of value to the Latino community and be kept up to date by El Centro Comunal Latino staff.~~
- F. Represent the Library in a professional manner and reflect its commitment to quality services and customer satisfaction.

5. Release of Liability

El Centro Comunal Latino, Inc. shall release, hold harmless, and forever indemnify the Monroe County Public Library and its officers, employees, agents and assigns from any and all claims which may arise as a result of El Centro Comunal Latino, Inc. activities at, or use of, the Monroe County Public Library. This includes claims for personal injury, property damage, or any other type of claim which might be brought by THE LIBRARY, its employees, agents, or patrons, or any third party.

6. Insurance

El Centro Comunal Latino, Inc. shall maintain comprehensive general Liability insurance with coverage for bodily injury per person in any one occurrence and for any one occurrence for all persons in that occurrence, and property damage. El Centro Comunal Latino, Inc. shall notify THE LIBRARY within ten (10) days of any insurance cancellation, and will provide a certificate of insurance to the Library on an annual basis.

7. Termination

Termination by mutual agreement: The parties may terminate this Agreement prior to December 31, 202018 by mutual written agreement. Unilateral termination: In the event that one of the parties to this Agreement breaches any of its terms and conditions, the non-breaching party shall serve written notice of the breach to the other party by certified mail. The offending party shall then have ten (10) days from the date of mailing in which to cure the breach. If the offending party fails to cure the breach within ten (10) days, the non-breaching party may, at its option and in writing, unilaterally terminate the Agreement.

8. Notice

Notice regarding any significant concerns or issues of non-compliance shall be given to those contacts as follows:

El Centro Comunal Latino, Inc.

Jane Walter

~~waltjm@gmail.com~~ elcentrocomunal@gmail.com

Monroe County Public Library

Marilyn Wood, Director

303 E. Kirkwood Ave.

Bloomington, IN 47408

812-349-3050

Representatives for the day to day operational implementation of this agreement are:

El Centro Comunal Latino, Inc.

Jane Walter

elcentrocomunal@gmail.com

~~waltjm@gmail.com~~

The Monroe County Public Library

~~Sue Sater, 349-3050~~ [Leanne Zdravecky,](mailto:Leanne.Zdravecky@monroecountylibrary.org)
[812-349-3060](tel:812-349-3060)

IN WITNESS WHEREOF, the parties have signed this Agreement on the date first set forth.

EL CENTRO COMUNAL LATINO, INC.

MONROE COUNTY PUBLIC LIBRARY

President, Board of Trustees
El Centro Comunal Latino, Inc.

President, Board of Trustees
Monroe County Public Library