

Brooks Free Library Board of Trustees
Wed. July 6, 2022 at 7pm
739 Main St., Harwich MA 02645

Agenda

1. Call to Order/Attendance
2. Vote to Approve Minutes of June 1, 2022 Trustees Meeting
3. Public Comment
4. Reports:
 - A. Chair
 - B. Library Director
 - C. Assistant Director
 - D. Review of Other Staff Reports or Information in Meeting Packet
 - E. Building & Grounds Committee
 - F. Liaison from Board of Selectmen
5. Correspondence
6. Old Business
 - A. Review Amended Collection Development Policy - Discussion and Possible Vote
7. New Business
 - A. Vote to Accept Monetary Donations
 - B. Offer to Donate Framed Photographs- Discussion and Possible Vote
 - C. Review and Possible Vote to Sign Re-stated CLAMS Membership Agreement
 - D. Library Director's Performance Evaluation
8. Trustee Reports and Requests for Next Meeting's Agenda
9. Upcoming Meetings/Events
 - A. Library Board of Trustees – August 3, 2022 - 7 pm
 - B. Library Board of Trustees – September 7, 2022 - 7 pm

Authorized posting officer

Virginia A. Hewitt
Brooks Free Library

Posted by

Town Clerk's Office

Agenda submitted electronically to Town for posting. The full packet for the meeting will be posted on the Town website, www.harwich-ma.gov/brooks-free-library-board-of-trustees, and Library website, www.brooksfreelibrary.org/brooks-free-library-board-of-trustees on the Friday preceding the meeting.

** Per the Attorney General's Office: Boards/Commissions may hold an open session for topics not reasonably anticipated by the Chair 48 hours in advance of the meeting following "New Business." If you are deaf or hard of hearing or are a person with a disability who requires an accommodation, contact the Library at 508-430-7562 or brooksfreelibrary@clamsnet.org.*

Brooks Free Library Board of Trustees
Wed. June 1, 2022 at 7pm
739 Main St., Harwich MA 02645

DRAFT Minutes

1. Call to Order/Attendance: The Vice Chair Joan McCarty called the meeting to order at 7:03 pm. Present were L. Cebula, W. Crowell, K. Remillard, B. Waystack and Jeannie Wheeler. Chair JoAnne Brown was absent. Library Director Hewitt and Assistant Director Milan were also present.
2. Vote to Approve Regular Session Minutes of April 6, 2022 Trustees Meeting Motion to approve minutes as amended.
Motion: L. Cebula Second: B. Waystack McCarty abstained. Passed unanimously.
3. Public Comment- none
4. Reports:
 - A. Chair - none
 - B. Library Director- as written and C. Sims as admin asst. Budget transfer for HEA retro has not been put into our budget yet. Much back and forth with accounting and treasurer office. Reviewed budget, Director's annual performance appraisal is due soon. New form for evaluation. Haven't been designated a new form yet. Director and AD can work on that and offer a recommendation or the board can appoint a committee. Rogers groups statues need to have reopening/return. Friends wanted to do something for staff appreciation for national library week. So they gave \$45 gift cards after calling the town admin who referred them to the director. Our policy says we can't take gifts from patrons so it did not violate that. Ginny gave her to Ann to use for craft supplies. Letter to town admin on bargaining unit status of assistant director position on March 25th. No progress has been made. Perhaps further action needed i.e. letter from the chair.
 - C. Assistant Director- MLA and staffing issues
 - D. Review of Other Staff Reports or Information in Meeting Packet-m no further questions
 - E. Building & Grounds Committee- Jeannie Wheeler reported the missing shingles on the back of the building. Sean came and examined, no rot found. JW and VH will meet to select outdoor furniture. \$5k donated to replace other furniture and add more in the back. VH mentioned custodial coverage. Taking Monday and Tuesday off for the summer.
 - F. Liaison from Board of Selectmen- none
5. Correspondence- none
6. Old Business- none
7. New Business
 - A. Vote to Accept Monetary Donations- one donation Cheryl Avery Gradner \$20
Motion: L. Cebula Second: J. Wheeler Passed unanimously.
 - B. Discussion and Possible Vote to Amend Collection Management Policy- discussed standardizing language on policy and plan, discussed inclusion of residents only. Motion to amend the policy to include the changes discussed. W. Crowell abstained but wants to note favor for the amended policy.
Motion: L. Cebula Second: J. Wheeler Passed unanimously.

- C. Requests to Carryover Vacation Time - Discussion and Possible Vote
Limits still apply, rollover must be used within the first six months. Decided a vote was not required as the limits are covered in contracts.
- D. Vote to Reorganize the Board – Chair, Vice Chair, Treasurer, Secretary, Building and Grounds, Liaison with the Friends and any other positions deemed necessary. Motion to propose slate of officers as follows Cebula Chair, Waystack Vice-Chair, Crowell-Treasurer, Remillard- Secretary, and Wheeler- Building and Grounds.

Motion: B. Waystack Second: J. Wheeler Passed unanimously.

8. Trustee Reports and Requests for Next Meeting's Agenda

9. Upcoming Meetings/Events

- A. Annual Meeting of the Friends of Brooks Free Library - June 16, 2022 at 10 AM
- B. Library Board of Trustees - July 6, 2022 - 7 pm
- C. Library Board of Trustees - August 3, 2022 - 7 pm

Adjournment : There being no further business the Chair adjourned the meeting at 8:32 p.m.

Motion: B. Waystack Second: J. Wheeler Passed unanimously.

Library Director's Report for July 6, 2022
Board of Trustees Meeting

June 29, 2022

Personnel:

Vacation Carryover Requests

I'm preparing this report prior to the end of the fiscal year so I will provide an update at your July 6th meeting on what the final carryover balances were for employees.

Library Director's Performance Evaluation

- My anniversary date is July 1st and I'm eligible for a step increase. Note: the step increase will be retroactive to July 1st even if not submitted right away there is no pressure for you to complete my evaluation immediately.
- As we've discussed, the Town Administrator has directed department heads not to use the prior evaluation form. We are to submit a short narrative with no rankings or points and to include the statement "This employee is performing at a satisfactory or above level and is entitled to a step increase or longevity payment."
- I'm using an interim narrative form for Library staff so that there is internal consistency between the supervisors. I've included that form in the packet for your consideration but you are not required to use it.
- While not required by the Town, we've continued the practice of having staff members prepare a short narrative self-evaluation. I've been busy with end-of-the-fiscal-year matters so I haven't done that yet. If I finish it prior to your meeting I'll email it to you.

Evaluation Process

- The most commonly used procedure has been for the Trustees to have a discussion at their meeting and review the self-evaluation. (This normally happens towards the end of the meeting and I leave the meeting for that discussion.) The Trustees then send their written comments to the Chair. The Chair consolidates the input from the discussion and the written comments and prepares the evaluation.
- Another procedure has been for the Trustees to submit their written comments to the Chair first. The Chair consolidates the input and prepares a draft evaluation for the Trustees to discuss at a meeting. The Chair then finalizes the evaluation.
- Whichever method is used, the Chair then meets with me to review the evaluation, the Chair and I sign it and the personnel action for the step increase is submitted to the Town. The Trustees are provided copies of the final evaluation.

Administrative

Proposed Change to Collection Development Policy

The packet contains an updated copy of the Collection Management Policy with the amendments approved at your June 1st meeting. The Agenda includes an item to review the final version in case I failed to capture the approved wording changes properly.

CLAMS Membership Agreement

- The Membership Agreement for the Cape Libraries Automated Materials Sharing (CLAMS) consortium needs to be signed every three years. In your packet is the Amended and Restated Membership Agreement for the period beginning July 1, 2022.
- You've delegated procurement authority to me up to \$25,000 but the cost of our CLAMS Membership exceeds that (\$39K in FY23) so the Agreement is on your agenda for a vote.
- As background information, this agreement isn't for a service we're purchasing; we're agreeing to be a member of a consortium. Member libraries decide what services the consortium provides, how the CLAMS staff is organized and operates, and we approve the budget and fee formula. Every member participates in the governance of the consortium and has an equal vote in financial and other decisions.
- The CLAMS staff inadvertently lost the document outlining the changes from the prior Agreement so I don't have that to share. I have reviewed the Amended and Restated Agreement in detail, however, as have the directors of all the member libraries, and I recommend you approve it.
- The updates from the prior Agreement relate to CLAMS operating in a remote environment (references to the CLAMS central site in Hyannis were eliminated, for ex.) and an explanation of the membership fees is included in Appendix B. Other changes were fixing grammatical and numbering errors.

If you opt not to approve this Agreement:

- There is not an alternative library consortium we could join.
- Not being part of a consortium would require a one-time capital investment to purchase our own Integrated Library System (ILS) as well as an increase in operating costs to hire our own systems staff. It would also result in reduced quality of services to patrons.
- Member libraries must give a full fiscal year's notice of intent to leave the consortium. In practical terms this means a member can leave at any time but without the year's notice they are obligated to pay their membership fees for the upcoming fiscal year.

FACILITIES

Roof replacement project

- A pre-bid conference has been scheduled for July 18th with the Town Administrator, Asst Town Administrator, DPW Director, Facilities Manager and the Library.
- The Asst. Town Administrator is managing the procurement process and the Facilities Manager will oversee the construction work.

Environmental Monitoring

Background information:

- The Library HVAC system utilizes a chiller system for air conditioning. A chiller is normally an acceptable alternative to a direct expansion system but don't they remove humidity as well in a seaside environment.
- The current chiller is 11 years old, the age when the previous chiller began to fail.
- The air handlers are due for replacement in the next few years so the Facilities Manager plans to install a direct expansion air conditioning system, replacing both the chiller and the air handlers.

- The project is not yet on the 5-Year Capital Plan. It's on year 6 or 7 of the Facilities Manager's maintenance plan.

Current Concerns

Staff members became concerned about high temperatures and humidity levels last summer and we began informally recording readings.

- While not scientifically collected, our recordings for 21 days between Aug. 12- Sept 15 showed the high humidity readings for the day were above 75% on 7 days (33%) and the high reading was above 65% all 21 days.
- Of the 20 days temperature was recorded 85% (17 days) had a high above 75 degrees in at least one area (8 days, more than 33%), had a high reading above 80.
- The New England Document Conservation Center recommends libraries maintain a stable temperature no higher than 70°F and a stable relative humidity between a minimum of 30% and a maximum of 50%, so these readings are a concern and indicate favorable conditions for a mold bloom in the collection.
- It's possible the summer of 2021 was unusual and we won't see the same high humidity and temperatures in the future but our recordings made it clear that we need to collect data in a more consistent and scientific manner so we're prepared, if necessary, to make the case that the AC system needs to be replaced sooner.

Award of Sensors and Monitoring Service from MBLC

- Last fall the Mass. Board of Library Commissioners (MBLC) offered a preservation grant for environmental monitoring of collection spaces for heat, humidity and light. This grant, worth over \$4000, covers the equipment, monitoring service and reporting software.
- I discussed the grant with MBLC but we didn't qualify as it was intended for archives and libraries with large special collections where staff would respond to real time alerts to take corrective action. We aren't looking for that; we're looking to document conditions for the potential need to move the AC project up on the Capital Plan.
- This month I contacted the MBLC preservation consultant and construction/ building project advisors to discuss our situation again and obtain recommendations for recording hygrometers. I've worked with these consultants through my participation in COSTEP (Coordinated Statewide Emergency Preparedness), a disaster preparedness effort for cultural institutions, for a number of years so they were very willing to help.
- MBLC staff agreed to include us in the cohort of libraries awarded grants for environmental monitoring. We've been provided three sensors, which will be placed on the three occupied levels of the Library and will receive three years of the monitoring service. The sensors upload data automatically to the cloud and the software provides excellent tools to analyze and report the data.
- This equipment and service is worth over \$4000 and provides much more data and reporting ability than we have been available to us if we'd had to purchase devices on our own, so our inclusion in the cohort participating was this initiative was great news and is very much appreciated.

- Emily and I have already attended an introductory session on the program and obtained an overview of how the system works. The sensors have just arrived so we will get them set up and begin recording data next week.

Financial

FY22 Budget

In prior years cost of living adjustments (COLAs) were generally approved prior to the start of the fiscal year, and included in Salary and Wage budgets for the upcoming year. That was not the case for FY22, which resulted in two mid-year budget adjustments totaling \$19,985.57 for cost of living increases retroactive to July 1, 2021.

- The first transfer occurred in October 2021 after Special Town Meeting approved a 2% COLA for Personnel ByLaw employees, which covers the Library Director and the Library Assistants (employees who work as substitutes and on an intermittent basis, who are not included in a bargaining unit.)
- The Select Board and Harwich Employees Association (HEA) finalized their FY22 contract in December but the 2% COLA couldn't be paid until funding was approved by Town Meeting in May. Those funds were transferred to our budget in June.

\$737977	FY22 Salary & Wages voted at May 2021 Annual Town Meeting:
\$3180	Transfer in for FY21 2% COLA for Personnel ByLaw employees
<u>\$16,806</u>	Transfer in for FY21 2% COLA for HEA employees
\$757,963	Revised FY22 Salary & Wages line

End of FY22 Year End

The fiscal year ends after this packet is prepared, so a preliminary end-of-year spreadsheet will be provided at your July 6th meeting.

FY23 Cost of Living increase

- On June 27th the Select Board approved a 2% cost of living increase for Personnel ByLaw employees, effective July 1, 2022.
- The bulk of the Library employees are included in the Harwich Employees Association, which has not yet reached an agreement for FY22. The Town has funds in the FY23 Administration line for union COLAs so when an agreement is reached implementation of the new rates shouldn't have to wait until after a Town Meeting.
- The Town will be transferring funds into our FY23 Salary and Wages line in the coming weeks for the Personnel ByLaw COLA. A transfer into our budget will also be required when an agreement is reached with the HEA.

Respectfully submitted,

Virginia A. Hewitt
Library Director

FY22 EVALUATION *

Employee:
Position:
Department: Brooks Free Library
Anniversary Date:
Evaluation Date:
Next Evaluation Period:

Performance

Areas of Concern

Past Year's Goals

Upcoming Year's Goals

The Trustees will review and approve a new evaluation form in the coming months and FY23 goals to be set once that occurs.

SUMMARY

This employee is performing at a satisfactory or above level and is entitled to a longevity payment. *

- I have received a copy of this evaluation.
 I have attached comments regarding this evaluation.

Employee Signature and Date: _____

Dept. Head Signature and Date: _____

** Advised by Town Administrator on 2.8.22 not to use prior evaluation form. In the interim evaluations are be in narrative form and state whether the employee is performing at a satisfactory or above level and entitled to a step increase or longevity payment. No points are to be assigned.*

Assistant Library Director's Report for
July 6, 2022 Board of Trustees Meeting

Written 06.28.2022

Professional development:

Each year, in compliance with Massachusetts General Law Chapter 78, libraries are required to submit the Annual Report Information Survey (ARIS) and Financial Report in order to receive State Aid to Public Libraries and to meet the Minimum Standards of Public Library Service. In anticipation of my inaugural year completing the ARIS, I attended the MBLC's ARIS workshop on June 14th. The workshop reviewed the definitions of each category of data required as well as the data collection software used to submit the ARIS. In past years I have assisted in the collection of data, as does the rest of the leadership team, but not in the data consolidation and reporting process.

Staff Development

I was thrilled to begin working with our new Executive Assistant Carey Sims this past month reviewing accounting and administrative procedures. Carey demonstrates a strong attention to detail and has been quick to pick up on the procedures put in place by previous staff as well as to suggest some minor changes which improve efficiency and streamline some actions.

On June 29th we will host a virtual staff meeting to review best practices and changes to procedures in advance of the rush of summer. For some this will be their first opportunity to virtually "meet" some of our newest staff members. Providing consistent staff training and development can be extremely difficult due to several factors including inconsistency in staff availability due to commitments to other employers as well as the limited opportunity to meet during closed hours. It had been my hope to host an in-person staff meeting even if it meant closing the library but we were overcome by circumstances. In the coming fiscal year I would like the Board to consider closing the library for one day in the fall and one in the spring in order to provide staff training opportunities as well as potentially disruptive maintenance projects. I believe if we made this an annual practice the staff would benefit greatly.

Respectfully submitted,

*Emily Milan
Assistant Director*

Youth Services Report
June 28, 2022

School Visit Wrap Up

School visits from the Laurel School to the library, and visits by me to the Harwich Elementary School have come to a close with the end of the school year. Various Laurel School classes visited for a total of 65 visits. I visited HES 30 times during the 2021-22 school year, visiting between 15-18 classrooms during each visit. The second grade also came to the library for a tour in June. Over the course of the year I brought 2,700 books into the school to share with the students. Multiple teachers expressed their thanks that we are able to do this program, as it helps contribute to a culture of reading in their classroom. One first grade class wrote thank you letters. I have scanned two of them and attached them to share with you.

Summer Reading Program


Our summer reading program has officially begun as of June 28th. We are running the program similarly to how it's been done in the past. Every time a child reads (or is read to) for 2.5 hours they get a free book (the Friends generously allow us to use all of the donated children's books) and a small craft-based prize.

Respectfully submitted,

Ann Carpenter
Youth Services Librarian

July 2022

Brooks Free Library Youth Program

SUN	MON	TUE	WED	THU	FRI	SAT
		Storytime 10:30	Art Day	Outdoor Storytime 10:30 Cardboard Costumes 2:30	¹ (Not So) Scary Animals 2:30	²
³	⁴ 	⁵ Storytime 10:30 Glitter Slime 2:30	⁶ Lego Day	⁷ Outdoor Storytime 10:30 Big Ryan's Tall Tales 2:30	⁸ Friday Craft 2:30	⁹ Minute to Win it 2:30
¹⁰	¹¹ Code Simple Games 2:30	¹² Storytime 10:30 Harwich Mariners 1:00	¹³ Art Day	¹⁴ Outdoor Storytime 10:30 Rainforest Reptiles 2:30	¹⁵ Friday Craft 2:30	¹⁶
¹⁷	¹⁸ Code Simple Games 2:30	¹⁹ Storytime 10:30 Ocean Party 2:30	²⁰ Lego Day	²¹ Outdoor Storytime 10:30 Mad Science! 2:30	²² Friday Craft 2:30	²³
²⁴	²⁵ Code Simple Games 2:30	²⁶ Storytime 10:30 Read to Dogs 2:30	²⁷ Art Day	²⁸ Outdoor Storytime 10:30 Malik the Magic Guy!	²⁹ Friday Craft 2:30	³⁰

Brooks Free Library Youth Programs - July 2022

Weekly Programs:

Coding Simple Games: Middle and high school students can learn to code simple games!

Please register by emailing acarpenter@clamsnet.org

Indoor and Outdoor Storytime: Both encourage kids to sing, dance, and listen to stories!

Friday Crafts: Every Friday make a different ocean-themed craft!

July 8: Craft Stick Creatures July 15: Butterfly Flappers July 22: Yarn Turtles July 29: Rope Climb

Art Day and Lego Day: All day long art supplies or Lego blocks will be available to explore!

Special Programs:

No registration is required. Free tickets will be handed out half an hour before a program.

Cardboard Costumes: Make a costume or cosplay with cardboard and art supplies!

Not-So-Scary Animals: A combo of slides and live animals teaches kids about "scary" animals!

Glitter Slime - Messy crafts at the library mean no cleanup at home!

Big Ryan's Tall Tales - A funny storyteller for kids, especially appreciated by those pre-k - 3rd!

Minute to Win it! - How many ridiculous things can your family do in one minute?

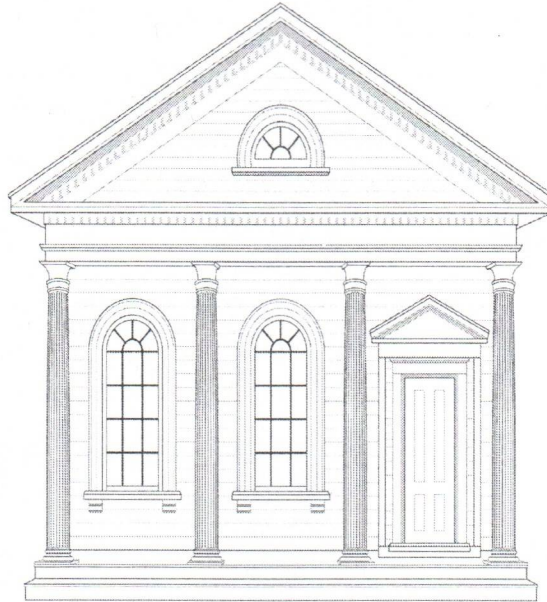
Harwich Mariners - Storytime and an autograph opportunity by members of the Harwich team!

Rainforest Reptiles - Live reptiles are the highlight of this education program!

Ocean Party - Play ocean games and make ocean crafts!

Mad Science - A highly interactive "edutainment" program about science!

Read to Dogs - Kids can read (or "read") to dogs from the Companion Animal Program!



Brooks Free Library

Providing access to a world of ideas in the heart of the community

Collection Management Policy

Approved by Board of Trustees February 2, 2022
Amended June 1, 2022

About the library		
Criteria for Materials Selection		4
Additional Considerations		5
Collection Evaluation Process		6
Methods of Evaluation		6
Deselection Process		7
Reconsideration Process		8
Appendix A: Reconsideration Form		9

About the library

Established in 1880, Brooks Free Library was the first free public library in Harwich. Founded by Col. Henry C. Brooks and originally known as the Broadbrooks Free Library, the Library is part of a broader legacy left to the town by the Brooks family. The Library has been owned and operated by the Town of Harwich since 1910 and is governed by a 7-member elected Board of Trustees.

Today the Brooks Free Library provides a complete range of library services, including access to popular materials and resources in print and electronic formats. Additionally, the library provides programming for both children and adults, public access to computers, 24/7 wireless Internet access and a comprehensive assistive technology instructional program for individuals with vision loss. The Library is the second busiest member library in the Cape Libraries Automated Materials Sharing (CLAMS) consortium.

Mission Statement: The mission of the Brooks Free Library is to promote full and equal access to information and ideas, the love of reading, the joy of learning, and engagement with the arts, sciences and humanities.

Vision Statement: Brooks Free Library provides access to a world of ideas in the heart of the community.

Address:
739 Main Street
Harwich, MA 02645

Website:
brooksfreelibrary.org

Community Demographics

The Brooks Free Library serves a year-round population of approximately 13,440 and a summer population of approximately 37,000. However, it is important to note the recent impacts Covid-19 has had on the seasonality of that population. As a result of the pandemic, community leaders have noted that many part-time, seasonal residents returned to the Cape earlier and stayed longer in 2020 and 2021. The higher than normal population in the off-season is likely a result of the many part-time residents who have elected to stay in their seasonal homes while working or attending school remotely during the pandemic. Although exact numbers of part-time residents remaining year-round have yet to be identified, anecdotal evidence suggests the increase was significant.

Based on data from the 2020 Census, the population of Harwich is relatively homogenous in terms of race and ethnicity. There is a slightly higher female population which is in line with both county and statewide data. Approximately 31.4% of the population is over the age of 65, 50.1% between the ages of 65 and 18, and 18.5% are age 18 or below¹. Some unique aspects of the Harwich community specifically, and the Barnstable County community at large, include vibrant and active Cape Verdean and Wampanoag communities which are not accurately reflected in the data.

¹ U.S. Census Bureau (2020). American Community Survey 5-year estimates. Retrieved from Quick Facts Profile page for Harwich town, Barnstable County, MA
<<https://www.census.gov/quickfacts/fact/table/harwichtownbarnstablecountymassachusetts.barnstablecounty-massachusetts/POP010220>>

Selection Process

The library provides materials and services that reflect the diverse educational, informational, and recreational needs of its users. Access to content is provided through print, electronic, and multimedia materials and is intended to serve a wide-ranging audience of all ages. Librarians use a variety of resources to select materials, including professional review journals, popular print and broadcast media, Integrated Library System (ILS) reports, vendor lists, publisher catalogs, as well as patron and staff recommendations. Librarians exercise judgment relying on experience and expertise in order to make acquisition decisions.

Evaluation of a material includes the entire work, not just individual parts of the work. The primary factor for inclusion in the library collection is a material's overall contribution to the collection as a whole. Additional criteria considered when evaluating a material for inclusion are outlined below. It is important to note that each criterion carries different weight in different circumstances and no single criterion can be used to determine the value of the contribution made by any material.

Criteria for Materials Selection

- Relevance to the existing collection's strengths and weaknesses
- Mirror and window (reflecting back the interest and experiences of users as well providing insight into the interests and experiences of others)
- Level of funding for materials including factors related to price and availability from established vendors and municipal purchasing parameters
- Relevance to the library's mission and goals
- Educational, informational and recreational needs of users
- Appeal and relevance to community interests
- Authority and accuracy including high standards of quality in both content and format
- Accessibility, durability, and ease of use
- High demand titles
- Relevance to the history of Harwich or Cape Cod
- Importance as a record of the times
- Availability from another library or source (i.e. Interlibrary loan, Commonwealth Catalog)
- Space considerations

Additional Considerations

Gifts and Donations

Topics related to gifts or donations either of physical materials or financial contributions intended for material selection are covered in the *Brooks Free Library Gift and Donation Policy* approved and adopted by the Board of Trustees on October 18, 2018.

Patron Requests

Patron requests for purchase are fulfilled when they meet our general guidelines for selection specifically as it relates to meeting the needs and interests of a wide variety of community members. Requests for materials that were not recently published or do not meet the library collection's goals may be fulfilled for the patron by borrowing from another CLAMS Library or by requesting an interlibrary loan using the Commonwealth Catalog.

Self-Published Materials

The Library will accept a single copy of a self-published book for inclusion in the Local Author Collection if it is written or illustrated by a local author or is about the Harwich area. The Library may also acquire self-published books if they fit the scope of the Library's collection and meet the selection criteria. As with the rest of the collection, materials are de-selected and withdrawn when circulation reports indicate very little to no patron activity or interest over time.

Collection Evaluation Process

Library staff evaluate the collection on a continual and ongoing basis in order to ensure that the collection provides materials which reflect the diverse educational, informational, and recreational needs of its community members. Access to content is provided through print, electronic, and multimedia materials and is intended to serve a wide-ranging audience of all ages. Librarians use a variety of resources to evaluate the collection including but not limited to Integrated Library System (ILS) reports, list checking, environmental scans, and diversity audits.

Methods of Evaluation

Integrated Library System (ILS) Reports

Circulation statistics are used to obtain quantitative data related to the use of materials in order to provide a snapshot of collection usage and determine areas of heavier use. Quantitative data is useful in both collection development as well as allocation of the materials budget.

List Checking

Librarians also use a method called list checking to ensure that the collection is current and keeps up with trends. Such lists include best sellers and award winners among others. This method helps to identify collection gaps as well as strengths.

Environmental Scans

Environmental scans of the library's collection and its usage within the building allow staff to obtain qualitative data. This is of particular use in regards to print newspapers and magazines which are often utilized in the library building and, therefore, do not generate circulation statistics. Additionally, environmental scans assist librarians in determining which areas of the collection are most heavily utilized, identifying areas of the collection that may need deselection to make room for newer titles, and considering the most efficient use of the collection space.

Diversity Audit

To ensure that the library collection acts as both a "mirror and a window" (reflecting back the interest and experiences of users as well providing insight into the interests and experiences of others), diversity audits are also employed. Diversity audits seek to ensure that the library's collection is representative of the full spectrum of human experience and interest.

Deselection Process

To maintain a collection that is current, reliable, in good condition, well used, and which relates to the needs and interests of library users, materials are evaluated on an ongoing basis utilizing a systematic approach.

The library staff relies heavily on item usage statistics (circulation statistics) when evaluating materials in the collection. Additionally, staff utilize the MUSTIE method of evaluation. These six criteria are found in *CREW: A Weeding Manual for Modern Libraries*, maintained by the Texas State Library & Archives Commission <https://www.tsl.texas.gov/ld/pubs/crew/index.html>. The guidelines in the CREW manual represent a common universal practice among libraries. The library withdraws materials which no longer meet the selection criteria outlined in the sections above or when they meet any of the MUSTIE criteria for deselection.

MUSTIE criteria:

- Misleading or factually inaccurate material
- Ugly or unusable material that is beyond mending or rebinding
- Superseded--the material has been superseded by a new or updated item
- Trivial--the item does not have merit in context of the library's collection
- Irrelevant to the needs and interests of the library's community
- Elsewhere--the material can easily be obtained from another library

With the permission of the Library's elected Board of Trustees, the library may transfer withdrawn items to the Friends of Brooks Free Library who sell withdrawn materials at their book sale. Revenue from the sale of withdrawn materials supports future collection development as well as library programs. Staff also store withdrawn juvenile and young adult materials to be used as prizes in the annual summer reading program. Deselected materials may be offered to other town departments, libraries, schools, colleges or non-profit institutions. Outdated or unusable materials with no remaining value are discarded, donated to charity, and/or recycled when possible.

Reconsideration Process

In the interests of protecting the individual's right to have access to materials, in adopting this policy the Library's elected Board of Trustees has voted to support the American Library Association's Library Bill of Rights², the Freedom to Read Statement³ and Freedom to View Statement⁴. Brooks Free Library does not promote particular beliefs or views. Rather, the library provides a resource for a diversity of opinions, traditions, viewpoints, and beliefs. Many materials included in the collection address topics which are important, complex, and, at times, controversial. Therefore, the collection may include materials which could be viewed by some as including unpopular and unorthodox ideas.

Language or subjects that may be offensive to some community members do not disqualify material which, in its entirety, is judged to be of value to the collection. Furthermore, the library does not label controversial material or restrict its use in any way. The library recognizes parents and legal guardians as the parties responsible for the reading and viewing habits of children. Therefore, the selection of material for the collection is not restricted by the possibility that children may obtain or view materials their guardians consider inappropriate.

From time to time, patrons may take issue with materials that do not support their personal tastes or views. Concerns about materials in the library's collections may be directed to any staff member. A concerned patron who is dissatisfied with earlier informal discussions with staff will be offered a packet containing the Collection Management Policy, which includes the Request for Reconsideration form, the Library Bill of Rights and the American Library Association's Freedom to Read and Freedom to View statements. This Collection Management Policy and the Reconsideration Form are available on the library's website or from any of the library's public service desks.

In accordance with the requirements for state library certification residents of any certified Massachusetts municipality are welcome to borrow/utilize Brooks Free Library materials and resources on the same basis as residents of the Town. Requests for Reconsideration, however, will only be accepted from individuals who are residents of the Town of Harwich. The concerned patron must certify that they have read, viewed, seen or heard the material in its entirety, have reviewed the Brooks Free Library Collection Management Policy, the Library Bill of Rights and the Freedom to Read and Freedom to View Statements of the American Library Association, and must fully complete and sign the Brooks Free Library Request for Reconsideration Form. The Library will not respond to anonymous complaints made by phone, email or other means of communication or an unsigned Request for Reconsideration form. Concerned patrons filing a Request for Reconsideration should be aware that contents of the form and identity of the patron submitting the request for reconsideration are not considered

² <https://www.ala.org/advocacy/sites/ala.org/advocacy/files/content/intfreedom/librarybill/lbor.pdf>

³ <https://www.ala.org/advocacy/intfreedom/freedomreadstatement>

⁴ <https://www.ala.org/advocacy/intfreedom/freedomviewstatement>

confidential. An item will only be considered for removal once every two years. Access to challenged material shall not be restricted during the reconsideration process.

Once submitted the Request for Reconsideration form will be reviewed by the Reconsideration Committee, which consists of the Library Director and librarians responsible for selecting materials. The Committee will review the information submitted on the reconsideration form and the material in question to consider whether its inclusion in the collection followed the selection criteria in the Collection Management Policy . The Committee will follow the operational guidelines for Reconsideration Committees⁵ as outlined by the American Library Association. The Library Director will send a written response to the concerned patron within 15 business days, informing the patron of the Committee's decision and the reasons for the decision.

If the concerned patron is not satisfied with the decision, a written appeal may be submitted within 10 business days to the Board of Trustees. The Library Board will consider the appeal at their next regularly scheduled meeting. (Note: If the appeal is received after the posting deadline the Board will consider it at their next regularly scheduled meeting.) The concerned patron will be notified when and where the meeting will be held.

In considering the Request for Reconsideration appeal the Board of Trustees will review the selection criteria in the Collection Management Policy and consider other appropriate information, including guidance from the American Library Association, professional reviews and recommendations, comments from Library staff, and comments from the concerned patron. The Board of Trustees reserves the right to limit the length of public comments. The decision of the Board of Trustees will be final.

⁵ <https://www.ala.org/tools/challengesupport/selectionpolicytoolkit/committees>

**Brooks Free Library
Request for Reconsideration of Library Materials**

The Brooks Free Library Trustees have provided this form for the residents of Harwich to voice their concerns about specific library materials. Please return the completed document to the Library Director. You can expect a written response within 15 business days.

Name: _____ Date: _____

Address: _____

City/Town: _____ State: _____

Phone #: _____

Type of material you would like to be reconsidered (circle one):

Book	Digital Resource	Other: _____
Movie	Newspaper	
Audio	Magazine	

Title: _____

Author/Producer: _____

Have you read the selection criteria in Collection Management Policy? _____

What brought this material to your attention? _____

Have you examined the entire resource? If not, what sections did you review?

What are your concerns about this material? (use reverse side if necessary)

What action are you requesting be taken?

 Patron Signature

 Date

Offer to Donate To Framed Photographs

Friday, 6.3.22

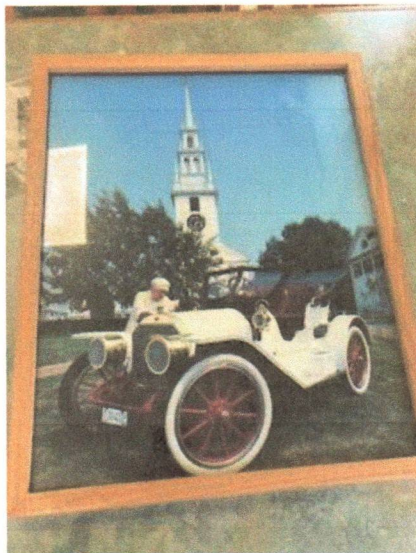
Dr. Stan Moody (508-728-1030) brought two framed photographs in to offer to donate. One is a photograph of the Morris car restored by his father. The other is a professionally done collage (one printed sheet) of photographs of the restoration. Morris cars were manufactured in Easton, MA in the early 1900's. Dr. Moody states it was the equivalent of a Rolls Royce. There was a limited production run. Dr. Moody's father lived in Brockton, though he brought the car with him to Harwich when he visited. The family is part of the larger Moody/Jenkins family which has a long Harwich history.

Collage Photos of Restoration Process



This photograph/print is in a blue frame and is 19 x 25.

Restored Morris Car



This framed photograph is 17' by 21". It was taken in Newport, RI.

**AMENDED AND RESTATED
PARTICIPATING MEMBER
AGREEMENT FOR PROVISION BY
CLAMS
OF
AUTOMATED LIBRARY
SERVICES TO**

**I
PREAMBE**

1.1 This Agreement made and executed this 1st day of July, 2022, by and between The Cape Libraries Automated Materials Sharing, Inc., a non-profit corporation chartered and existing under the laws of the Commonwealth of Massachusetts, hereinafter referred to as "CLAMS" and the Brooks Free Library, as authorized by its Contracting Authority hereinafter referred to as "LIBRARY", is made in accordance with the provisions of Massachusetts Laws, and is entered into with the mutual approval of the Board of Directors of CLAMS and an authorized representative of the Contracting Authority of the LIBRARY

**II
TERM**

2.1 This Agreement shall take effect on the Effective Date for a term of three years, unless otherwise terminated in the manner described below.

2.2 Only the Contracting Authority of the LIBRARY and the Board of Directors of CLAMS has the authority to terminate this Agreement.

2.3 Termination

(a) Termination without cause. Either party may terminate this Agreement by providing the other party written notice of intent to terminate not less than one fiscal year prior to the effective date of termination.

(b) Default. Except as provided in Section 2.3 (b), (c), or (d), neither party shall terminate this Agreement if the other party breaches or is in default of any obligation hereunder unless and until the claim of breach of default has been submitted to the dispute resolution procedures provided in Section 8.0. Notwithstanding any other provisions of this Agreement, CLAMS shall have the right to immediately terminate this Agreement in the event that the LIBRARY shall breach the confidentiality provisions of Section 6.1.

the LIBRARY shall breach the confidentiality provisions of Section 6.1.

(c) Acts of Insolvency. Either party may terminate this Agreement by written notice to the other and to regard the other party as in default of this Agreement if the other party becomes insolvent, makes a general assignment of the benefit of creditors, files a voluntary petition of bankruptcy, suffers or permits the appointment of a receiver for its business or assets, or becomes subject to any proceeding under any bankruptcy or insolvency law, whether domestic or foreign, or has wound up or liquidated its business, voluntarily or otherwise.

(d) Force Majeure: Suspension and Termination. In the event that either party is unable to perform any of its obligations under this Agreement or to enjoy its benefits because of (or if failure to perform the Services is caused by) acts or occurrences beyond the party's reasonable control, including without limitation, natural disaster, actions or decrees of governmental bodies, communication line failure, power surge or failure, or epidemic or pandemic (hereinafter referred to as "Force Majeure Event:), the party who has been so affected shall immediately give notice to the other party and shall do everything reasonably possible to resume performance. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended. If the period of non-performance exceeds forty-five (45) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has been so affected may by giving written notice terminate this Agreement.

(e) Rights and Obligations of the Parties on Termination. In the event that this Agreement is terminated as provided for herein, each party shall forthwith return to the other, or certify to the other in writing as to the destruction of (if the other party in writing instructs that such be destroyed), all data, materials and other properties of the other party when in its possession.

(f) Upon written request from LIBRARY, CLAMS shall make available, within a six (6)-month period, a suitable machine-readable copy, in industry-standard formats such as provided by the CLAMS System, unless prohibited by law, of records relating to LIBRARY'S operation, including holdings records, and patron records, unless otherwise provided for in Section 6.2. To the extent that the records have been entered into the CLAMS System in standard format, they shall be reproduced in said standard formats. CLAMS shall inform the LIBRARY in writing of the costs associated with recovering and copying said records, which shall be limited to actual and reasonable costs for such recovering and copying, and LIBRARY shall pay these costs. In addition, the terminated member shall pay CLAMS for all reasonable costs associated with purging the CLAMS database of information related to the terminated member.

III
MODIFICATION
AND AMENDMENT

3.1 This Agreement may be modified or amended at any time but only in writing and only in the following manner:

3.2 Any such amendment or modification must be approved by the Board of Directors of CLAMS and by the Contracting Authority of the LIBRARY. Said modifications shall be reduced to writing mutually acceptable to each party, and said writing shall be signed by the President of the Board of Directors of CLAMS and the LIBRARY Contracting Authority, or their authorized representatives, and dated and attached to this Agreement.

3.3 In no event may any attempt at the termination, or such amendment or modification which purports to have the effect of a termination of this Agreement, be binding unless there is strict compliance with the procedures set forth in Section 2.3 of this Agreement.

3.4 The LIBRARY may reduce the number of its Simultaneous Uses by providing CLAMS written notice of such reduction not less than one hundred eighty (180) calendar days prior to the beginning date of CLAMS' fiscal year in which the effective date of reduction shall occur. Until the date of such reduction the LIBRARY shall continue to pay to CLAMS the Membership Fees per Simultaneous Use for the Simultaneous Uses for which it has contracted. Notwithstanding any language to the contrary, in no event shall the LIBRARY reduce the number of its Simultaneous Uses to less than two (2).

IV
GENERAL CONDITIONS

4.1 Upon execution of this Agreement, LIBRARY shall become a Participating Member in CLAMS. Subject to the terms and conditions contained herein and to existing and future policies, procedures and regulations as may be determined by CLAMS, CLAMS agrees to provide to the LIBRARY the Automated Services as defined and set forth in Appendix A, hereto.

4.2 Upon execution of this Agreement the LIBRARY will be responsible for costs as based on a formula set forth in Appendix B of this Agreement, for which the LIBRARY shall pay as provided for in Section V.

4.3 LIBRARY agrees to meet the following obligations:

- (a) The LIBRARY shall subscribe through CLAMS for at least two (2)

Simultaneous Uses.

(b) LIBRARY will not connect to the CLAMS System any equipment without the prior written permission of CLAMS according to the provisions of this Agreement and will maintain and enforce commercially reasonable policies, including without limitation, a Written Information Security Program, to ensure network security and privacy, including without limitation, security precautions to governing access to the CLAMS System from lap-top computers, tablets and other devices via wireless technology.

(c) LIBRARY will provide, maintain, and share bibliographic records according to the standards developed by CLAMS and agreed to by CLAMS Participating Members.

(d) LIBRARY shall conform to the bylaws, guidelines, policies, procedures, protocols, and regulations established by CLAMS, as said documents may be amended from time to time.

(e) LIBRARY shall take commercially reasonable steps to prevent unauthorized use of the CLAMS System in the Library.

(f) LIBRARY shall make prompt payments to CLAMS in accordance with the annual schedule established by CLAMS. Notwithstanding any other Section in this contract giving the LIBRARY the right to terminate this Agreement, LIBRARY shall be obligated for the full annual schedule of payments for the fiscal year(s) until termination is effective.

(g) LIBRARY shall designate a representative to serve as the LIBRARY System Liaison. Day-to-day communications between the LIBRARY and CLAMS on matters of system operation will be conducted with the LIBRARY'S System Liaison.

(h) LIBRARY shall regularly participate in CLAMS by regularly attending meetings, participating in decision-making, and serving on committees.

V

PAYMENTS

5.1 The LIBRARY shall pay CLAMS Membership Fees for costs as invoiced in July and January. See Appendix B.

5.2 The Membership Fees are based on the distribution of shared costs including, but not limited to: (a) contracted fees associated with the Central

Office; (b) maintenance fees associated with the hardware and software; (c) telecommunications operational costs; (d) other related costs (e.g., supplies and personnel); and (e) System Development Fund fee.

5.3 Change in Fees or Services. CLAMS shall have the right to change the platform used to perform the services to be provided by CLAMS under this Agreement, by giving the LIBRARY one hundred eighty (180) calendar days prior written notice. Subject to a two-thirds (2/3) vote of Participating Members, CLAMS shall have the right to make changes in the fees set forth in Appendix B of this Agreement by giving the LIBRARY ninety (90) calendar days prior written notice so long as any such increase is applicable to all member libraries.

5.4 CLAMS shall invoice the LIBRARY in advance for its Membership Fees at the start of the fiscal year (in July). Each such invoice shall be due and payable within thirty (30) calendar days after it is received. Libraries will be invoiced in July for the period July through December and again in January for the period January through June 30.

5.5 All CLAMS bills are due thirty (30) days after receipt. If a member has not paid the bill within ninety (90) days of receipt of the original invoice, service to that member will be terminated. Members who have had service terminated will be charged a \$150.00 fee to reactivate the account. This policy will be implemented by the following procedures:

(a) Sixty (60) days after a CLAMS bill has been issued and payment has not been received, the member will receive a delinquency notice. This notice will state the member has thirty (30) days to pay the outstanding bill. If the bill is not paid within the thirty (30) day time frame, service to the member will be terminated. This delinquency notice will be sent by certified mail.

(b) CLAMS staff will then disconnect service. Service to CLAMS will be reactivated only after the original invoice and the \$150.00 fee have been paid in full. The \$150.00 fee covers costs involved with activating and terminating service.

VI PROPRIETARY RIGHTS

6.1 CLAMS does not convey nor does the LIBRARY obtain any right in the programs, systems, hardware, data, materials utilized or provided by CLAMS in connection with the performance of this Agreement.

6.2 Each party may disclose Confidential Information to the other in any form

in connection with the performance of this Agreement. Confidential Information includes any information marked as confidential and any non-public sensitive information, whether marked as confidential or not, which should reasonably be considered a trade secret or confidential, including but not limited to information related to software used by CLAMS to perform this Agreement but with the exception of LIBRARY records described in Section 6.3 of this Agreement. Each party agrees that it will not use confidential information for any purpose other than the performance of its obligations under this Agreement and it will not, during or after the Term of this Agreement, permit the duplication, use or disclosure of any such Confidential Information to any person (other than its own employee, agent or representative who must have such information for the performance of the obligation hereunder), unless such duplication, use or disclosures are specifically authorized by the other party. Each party shall be responsible for any unauthorized disclosure made by any of its employees, servants or agents, and each party shall take appropriate action with respect to its employees, servants or agents to ensure that the obligation of non-use and non-disclosure of Confidential and Proprietary Information under this Agreement can be fully satisfied. For the purposes of this subsection, the term "Confidential and Proprietary Information" is not meant to include any information which, at the time of disclosure is generally known by the public; information disclosed to the other party by third parties having a right to do so and who have not imposed upon the party obligations of confidentiality in respect thereof; and information which is known to the other party prior to the disclosure. The confidentiality obligations under this Agreement shall not apply to Confidential Information that the receiving party is required to disclose pursuant to law, including but not limited to the Public Records Law and applicable regulations, or a court order. The parties agree that, to the extent practicable, the receiving party shall promptly notify the other party of any such request so that the other party may seek a court order to prevent or limit such disclosure.

6.3 All records entered into the CLAMS System by the LIBRARY or supplied by the LIBRARY are and shall remain the property of the LIBRARY. The LIBRARY agrees to share its bibliographic, authority, item, holdings, patron, and loan records with other Participating Members, in accordance with policies, procedures, protocols, and regulations established by CLAMS.

6.4 In no event shall the LIBRARY have the right to withdraw or remove other Participating Members' records from the CLAMS System without written permission as specified in CLAMS policies.

VII **MISCELLANEOUS**

7.1 Neither party is the agent of the other, nor shall either party make

commitments on the other's behalf. Each party shall be responsible for all employment rights and benefits of its employees, including without limitation: (a) federal, state, and local income and employment taxes and social security contributions; (b) workers' compensation, health benefits, vacation pay, holiday pay, profit sharing, retirement, pension, disability benefits, and other health and welfare benefits, plans, or programs; and (c) insurance. To the extent permitted by law, the LIBRARY shall indemnify CLAMS against all liability, claims, demands, action, or judgments during the term of this Agreement from injury to personal property caused by any act or omission of LIBRARY, its officers, employees, or agents.

7.2 To the extent permitted by law, CLAMS shall indemnify the LIBRARY against all liability, claims, demands, action, or judgments during the term of this Agreement from injury to personal property caused by any act or omission of CLAMS, its officers, employees, or agents.

7.3 The LIBRARY and CLAMS each shall maintain or cause to be maintained general liability insurance and automobile insurance (if automobiles are used in implementing this Agreement) in amounts and with coverages for claims arising out of their respective acts or omissions under this Agreement.

7.4 Any agreements between CLAMS and other libraries and LIBRARY agencies shall in no manner act as a modification or amendment of this Agreement nor shall the terms and conditions of such other agreements give the LIBRARY or CLAMS any right or claim to such different terms and conditions between the LIBRARY and CLAMS.

7.5 The captions in this Agreement are used only as a matter of convenience and are not to be considered a part of this Agreement or to be used in determining the intent of the parties to it.

7.6 The LIBRARY acknowledges receipt of copies of the currently effective Bylaws and CLAMS Membership Requirements and Guidelines and agrees to comply with them.

7.8 Neither party will be deemed to have waived any of its rights under this Agreement by lapse of time or by any statement or representation other than by an authorized representative in an explicit written waiver. No waiver of a breach of this Agreement will constitute a waiver of any other breach of this Agreement.

7.9 If any part of any term or provision of this Agreement shall be hold or deemed to be invalid or unenforceable to any extent by a court of competent jurisdiction, such circumstance shall in no way affect any other term or provision of this

Agreement, the application of such term or provision in any other circumstances, or the validity or enforceability of this Agreement.

7.10 The provisions of this Agreement, which by their explicit terms or their manifest intent, are intended to survive, including without limitation, those provisions relating to Confidential Information or intellectual property, shall survive the termination of this Agreement.

VIII **DISPUTES**

8.1 Except as provided in Section 2.3 the resolution of any and all disputes between the LIBRARY and CLAMS arising out of this Agreement shall first be attempted by the duly appointed representatives of the LIBRARY and CLAMS who shall attempt to negotiate a mutually acceptable solution.

8.2 Any unresolved controversy between the parties respecting the interpretation or application of the terms of this Agreement shall be submitted to non-binding mediation. The parties shall select a mutually acceptable mediator, and agree to share the mediator's costs equally. The parties shall bear their own costs of the mediation. In the event that the parties are unable to resolve their dispute informally or through mediation, either party may initiate litigation to resolve the dispute. Notwithstanding the foregoing, injunctive relief may be sought without resorting to alternative dispute resolution to prevent irreparable harm that would be caused by a breach of the Agreement.

IX **NON-ASSIGNABILITY**

9.1 Neither the LIBRARY nor CLAMS may assign its rights or obligations under this Agreement to any party without the mutual consent of the parties hereto.

X **MASSACHUSETTS** **LAW**

10.1 Massachusetts law shall apply in the interpretation, enforcement, and resolution of all disputes under this Agreement. This Agreement shall be considered to include all terms required to be included in it by the Massachusetts General Laws, and all other laws, as though such terms were set forth in full herein.

XI
ENTIRE AGREEMENT

11.1 This Agreement, which shall include all referenced documents and agreements and Appendices A and B, constitutes the understandings between CLAMS and the LIBRARY for provision of services by CLAMS to the LIBRARY.

XII
NON-CONFORMING SERVICES; REGENERATION OF DATA;
LIMITATION ON LIABILITY

12.1

(a) Non-conforming Services. With respect to those of the Automated Services involving the processing or storage by CLAMS' equipment of data transmitted or furnished by the LIBRARY to the CLAMS System, CLAMS shall, at its own expense, promptly re-perform or correct any non-conforming Services which are due to error, omission, fault or negligence on the part of CLAMS, its employees or the hardware, programs, software package and other equipment, materials, and data utilized by CLAMS in the performance of the Services; provided, however, that CLAMS shall not be responsible in any manner for any non-conforming Services which are caused in whole or in part by inaccurate and incomplete input data, programs, or software systems supplied by the LIBRARY. Failure by the LIBRARY to give notice of such non-conforming services within thirty (30) days of when it knew of the non-conforming nature of the Services shall constitute a waiver of its rights under this Section.

(b) Regeneration of Data. Should the LIBRARY'S files, data, or programs that have been transmitted or furnished by the LIBRARY to the CLAMS System, be lost or destroyed due to any negligent act or omission of CLAMS or any other breach of the security obligations of this Agreement, CLAMS will be responsible at its own expense for the prompt reconstruction of the LIBRARY'S files, data, or programs with the high priority allocation of time and resources to complete the regeneration as quickly as possible, provided the LIBRARY furnishes the data required or the data is available to CLAMS on storage media in CLAMS' possession.

(c) Sections 12.1 (a) and 12.1 (b) shall be the LIBRARY'S sole and exclusive remedies with respect to non-conforming services or lost data.

12.2 Limitation on Liability/Disclaimer. Notwithstanding any language to the contrary herein, neither party shall be liable to the other for any incidental,

indirect or consequential damages arising out of or connected to this Agreement or the performance of services hereunder. Except as set forth in this Paragraph 12, CLAMS MAKES AND THE LIBRARY RECEIVES NO WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SERVICES OR THIRD PARTY SOFTWARE TO BE PROVIDED UNDER THIS AGREEMENT AND CLAMS SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. CLAMS DOES NOT REPRESENT OR WARRANT THAT THE CLAMS SYSTEM WILL OPERATE WITHOUT INTERRUPTION OR ERROR OR THAT THE CLAMS SYSTEM IS SECURE FROM HACKING OR OTHER UNAUTHORIZED INTRUSION OR THAT THE LIBRARY'S DATA WILL REMAIN PRIVATE OR SECURE.

Third-Party Software is warranted only to the extent warranted by the Third-Party Software manufacturer.

XIII **DEFINITIONS**

13.1 "Board of Directors of CLAMS" shall mean the committee established pursuant to Article VI of the By-Laws of Cape Libraries Automated Materials Sharing, Inc.

13.2 "CLAMS System" is comprised of, including, but not limited to hardware components at library locations, telecommunications and other related equipment, software, data files, and documentation used in the operation and provision of CLAMS Automated Services.

13.3 "Software" refers to computer instructions and programs and related documentation.

13.4 "Central Site" is remote and manages, CLAMS provided hardware at member libraries, software, and telecommunications components of the CLAMS System. Cloud storage is provided by our ILS vendor and CLAMS liaises with the vendor regarding all cloud storage-related matters.

13.5 "License Agreement" is the agreement between CLAMS and a Vendor for a license for CLAMS' use of the Vendor's product or service.

13.6 "Membership Fees" are the recurring charges by CLAMS to LIBRARY for operation of the CLAMS System. These charges are intended both to cover the costs of CLAMS system Operations, and to contribute amounts to the System Development Fund that will allow for expansion and replacement of components of the CLAMS System.

13.7 "System Development Fund" shall mean those funds set aside by CLAMS for acquisition of components for enhancement, growth, and continued operation of the CLAMS System.

13.8 "Simultaneous Use" is a staff license allowing a login to the automated library system.

13.9 "Platform" is comprised of those components including, but not limited to, central, operating system, applications software, telecommunications services and cloud servers.

13.10 "Participating Member" shall mean an eligible institution that has executed Participating Member Agreements in current force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly signed and executed.

Brooks Free Library

By: _____

Approval Date: _____

ATTEST:

By: _____

CLAMS

Cape Libraries Automated Materials
Sharing, Inc.

By: _____

Approval Date: _____

ATTEST:

By: _____

APPENDIX B

SCHEDULE 1: MEMBERSHIP FEES

An Annual Fee is charged to each member for its proportionate share of the Operating Costs of the CLAMS System. The fee is based on a formula approved by the Membership.

CLAMS Membership Fee Formula Explained

Member fees are calculated from the projected Total Operating Budget less offsets from MBLC funds, E-Rate funds, and occasional other income sources (e.g., new building fees). The member fee total is then divided into the 3 categories below and a share of each category is apportioned to individual member libraries in the manner described:

Base Fee:

25% of the approved operating budget is the base fee shared equally among all members

Every member pays the same amount of base fee. This is approximately equal to a pro-rata share of CLAMS Administration expenses. Note: to be considered one Member with branches, and therefore pay one base fee, libraries must be governed by a single legal entity that has full administrative and fiscal responsibility for the daily operations of that organization.

Simultaneous Uses:

30% of the approved operating budget is the fee for simultaneous uses assessed individually to members according to the number of uses at each member library at the end of the previous fiscal year.

A simultaneous use is the license to open a session of the Integrated Library System (ILS), currently Sierra from Innovative Interfaces, Inc. (III). Each member determines the number of simultaneous uses they have. (Note: The number of simultaneous uses is not dictated just by the number of physical workstations a library wants to access the ILS at the same time. If a workstation has two sessions of the ILS open at the same time, for ex., Circulation and Cataloging, that station is using two simultaneous uses. When a member library does not have a sufficient number of simultaneous uses, a staff member will be unable to open a new ILS session if all the simultaneous uses are already open.)

A member library may reduce the number of simultaneous uses by notifying the President of the Board in writing 180 days prior to the start of the fiscal year (so by Dec. 31st for the following fiscal year.) Members may add a new simultaneous use by notifying the President of the CLAMS Board in writing.

Use:

45% of the approved operating budget is calculated based on usage averaged over the previous 5 fiscal years. Usage has two components: annual circulation by terminal, and items added during the year. Each library's circulation is added over a period of 5 years, and divided by the total circulation for all CLAMS libraries during the same 5 years to derive the library's percentage of circulation. Each library's number of items added is totaled over the same 5-year period, and divided by the items added by all CLAMS libraries to derive the library's percentage of items added. Usage is determined by averaging the library's percent of circulation and percent of items added. A period of 5 years is used to prevent wide fluctuations for unusual situations.

Note: The Items Added portion of the Usage component is treated differently for Falmouth Public Library and CCCC's Wilkens Library, based on a long-standing arrangement. They each maintain a separate subscription to a bibliographic utility (OCLC) and do their own bib-level cataloging. For these two libraries, the formula Items Added is calculated at 50% of the actual Items Added. Note: Falmouth: this arrangement will cease starting in FY25 as Falmouth is now part of CLAMS central cataloging.

APPENDIX B

Additional ILS Costs

The software maintenance costs for Self-Check stations are not included in the spreadsheet showing Membership fees. Individual libraries using the Self Check modules are either billed directly by Innovative Interfaces, Inc. or by the CLAMS office, depending on the original contract.

Preliminary Budget vs. Final Budget

The preliminary draft budget and membership fees are provided in late September. The final budget is voted by Membership at the Annual Meeting in June (final month of the fiscal year). If there is a change in the total number of simultaneous uses in the consortium caused by member libraries dropping or adding simultaneous uses, this could change the "per simultaneous use" cost from the number provided in the preliminary draft budget provided in October. In addition, refinements/reductions in the budget lines, changes in fixed costs and anticipated state, E-Rate reimbursements, etc., will undoubtedly occur between October and June when the final budget is voted on Membership.

SCHEDULE 2: ONE-TIME COSTS if applicable

A. Cost for Data Circuit Installation

(labor and materials for site wiring, data jack, etc.) At cost--as billed by Comcast/OpenCape and/or Telecom Vendor (currently Apogee) to CLAMS (market price)

B. Membership Costs

New Member Impact Fee if applicable (20K)

Retrospective conversion charges (Recon) ~\$1.15/record
(Actual Recon cost subject to change)

C. Other Costs

Addition of Simultaneous Use for existing member \$1000

Library Building Project Fee \$2000

Reimbursable cost for any member equipment or software purchased or provided by CLAMS to expedite installation at member library, e.g., telecomm. equipment, bar-code scanner, etc.

APPENDIX A

AUTOMATED SERVICES PROVIDED TO LIBRARY BY CLAMS

Through linkages on a telecommunications network CLAMS provides access to Participating Members to the shared databases. The shared databases consist of the combined listings of all of the materials and all of the patrons of Participating Members submitted by those Members to CLAMS . It is understood and agreed by the parties that the content of the shared database may change from time to time as Participating Members join or leave CLAMS. The links to the central software enable Participating Members to use the following automated modules in their library: Acquisitions, Cataloging, Circulation Services, Web OPAC (and/or other approved public access interfaces), Serials, an electronic mail program, selected Internet services, and any other services that Participating Members vote to include.

CLAMS also provides training and on-going support in using the above modules and services.

Updated 2/22

TOWN OF HARWICH
Library Funds
Fiscal Year-to-Date 2022

Name		Market Value 6/30/2021	Additions	Withdrawals	Fees	Interest	Change in MV	Market Value 5/31/2022
<i>Library Trust Funds</i>								
Eagan		2,893.88	0.00	0.00	-9.95	64.17	101.94	3,050.04
Douglas		2,712.19	0.00	0.00	-9.32	60.13	95.57	2,858.57
Whiting		4,775.60	0.00	0.00	-16.39	105.91	168.23	5,033.35
Garland		1,025.40	0.00	0.00	-3.52	22.75	36.13	1,080.76
Kavaeny		16,662.10	0.00	0.00	-57.22	369.47	587.03	17,561.38
Lyman		6,201.14	0.00	0.00	-21.29	137.51	218.46	6,535.82
Hopson		2,444.97	0.00	0.00	-8.40	54.21	86.13	2,576.91
Paine		11,075.66	0.00	0.00	-38.04	245.59	390.20	11,673.41
Nickerson		10,085.36	0.00	0.00	-34.61	223.63	355.31	10,629.69
Mitchell		31,098.47	0.00	0.00	-106.80	689.59	1,095.63	32,776.89
Charles & Sara Reid	7894	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Margaret Harder	1853	29,666.28	0.00	0.00	-101.87	657.81	1,045.18	31,267.40
Linda Fall	7770	2,572.87	0.00	0.00	-8.83	57.05	90.65	2,711.74
Howard W Lang Memorial Trust		761,426.77	0.00	-4,093.71	-2,605.28	16,822.27	26,777.27	798,327.32
Total - Library Funds		882,640.69	0.00	-4,093.71	-3,021.52	19,510.09	31,047.73	926,083.28

TOWN OF HARWICH
FOR PERIOD OF 05/01/2022 TO 05/31/2022

<i>Principal</i>	Name	Beginning Balance 4/30/2022	Additions	Withdrawals	Fees	Interest Received	Market Value Change from 4/30/2022	Market Value 5/31/2022	Accrued Interest	Total Market Value 5/31/2022
Library Trust Funds										
	Col James Egan Fund	3,029.17			-0.92	6.85	14.94	3,050.04	11.38	3,061.42
	Catherine W Douglas Trust Fund	2,839.00			-0.86	6.42	14.01	2,858.57	10.67	2,869.24
	John & Isabell Whiting Fund	4,998.90			-1.51	11.30	24.66	5,033.35	18.79	5,052.14
	Garland Trust Fund	1,073.35			-0.32	2.43	5.30	1,080.76	4.03	1,084.79
8,060.00	Caroline B Kaveny Memorial Fund	17,441.16			-5.27	39.44	86.05	17,561.38	65.55	17,626.93
5,000.00	John R Lyman Memorial Fund	6,491.08			-1.96	14.68	32.02	6,535.82	24.40	6,560.22
1,000.00	Bruce T Hopson Memorial Fund	2,559.26			-0.77	5.79	12.63	2,576.91	9.62	2,586.53
2,500.00	John H & Mildred B Paine Memorial	11,593.50			-3.51	26.22	57.20	11,673.41	43.57	11,716.98
5,000.00	George W Nickerson Fund	10,556.93			-3.19	23.87	52.08	10,629.69	39.68	10,669.37
1,200.00	Howard Mitchell Trust Fund	32,552.50			-9.84	73.62	160.61	32,776.89	122.34	32,899.23
	Charles & Sara Reid	7894	0.00		0.00	0.00	0.00	0.00	0.00	0.00
	Margaret Harder	1853	31,053.35		-9.39	70.23	153.21	31,267.40	116.71	31,384.11
	Linda Fall Memorial Fund	7770	2,693.17		-0.81	6.09	13.29	2,711.74	10.12	2,721.86
560,000.00	Howard W Lang Memorial Trust	793,089.68		-229.08	-239.77	1,793.59	3,912.90	798,327.32	2,979.83	801,307.15
Total - Library Funds		919,971.05	0.00	-229.08	-278.12	2,080.53	4,538.90	926,083.28	3,456.69	929,539.97