



Cochise County Board of Supervisors

Public Programs...Personal Service
www.cochise.az.gov

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District 3

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District 1

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Clerk of the Board

AGENDA FOR LIBRARY DISTRICT MEETING **Tuesday, July 10, 2018 at 10:00 a.m.** BOARD OF SUPERVISORS HEARING ROOM 1415 MELODY LANE, BUILDING G, BISBEE, AZ 85603

ANY ITEM ON THIS AGENDA IS OPEN FOR DISCUSSION AND POSSIBLE ACTION

ROLL CALL

Members of the Cochise County Board of Supervisors will attend either in person or by telephone, video or internet conferencing.

The Board may permit public comment during the discussion of any item on this agenda. If you wish to be heard on a specific item, please sign up to be heard using the 'Specific Item' on the speaker form provided, and please list the item about which you wish to be heard. Persons will be permitted three minutes to speak.

CALL TO THE PUBLIC

This is the time for the public to comment. Members of the Board may not discuss items that are not specifically identified on the agenda.

ACTION

Library

1. Approve the Library Services and Technology Act (LSTA) grant from the Arizona State Library, Archives & Public Records, in the amount of \$4,000, for "Ebooks for All.", effective May 18, 2018 through August 2, 2019.
2. Approve the Library Services and Technology Act (LSTA) grant from the Arizona State Library, Archives & Public Records, in the amount of \$22,770, for "Creativity in a Box (expansion).", effective May 18, 2018 through August 2, 2019.
3. Approve a License Agreement with the Elfrida Citizens Alliance for the use of their building at 10552 N. Hwy. 191, Elfrida, as a branch library of the Cochise County Library District, costing approximately \$1,400 annually, effective immediately.
4. Approve the revision of the Library District's Collection Development Policy.

Pursuant to the Americans with Disabilities Act (ADA), Cochise County does not, by reason of a disability, exclude from participation in or deny benefits or services, programs or activities or discriminate against any qualified person with a disability.

Inquiries regarding compliance with ADA provisions, accessibility or accommodations can be directed to Chris Mullinax, Safety/Loss Control Analyst at (520) 432-9720, FAX (520) 432-9716, TDD (520) 432-8360, 1415 Melody Lane, Building F, Bisbee, Arizona 85603.

Cochise County Board of Supervisors

1415 Melody Lane, Building G Bisbee, Arizona 85603
520-432-9200 520-432-5016 fax board@cochise.az.gov

**Action 1.
Library**

Library District Meeting

Meeting Date: 07/10/2018
Library District grant approval - Ebooks for All
Submitted By: Amadee Ricketts, Library
Department: Library
Presentation: No A/V Presentation
Document Signatures: BOS Signature NOT Required

Recommendation: Approve
of ORIGINALS Submitted for Signature: 0
TITLE of PRESENTER: Library Director
Source of Mandate or Basis for Support?:

NAME of PRESENTER: Amadee Ricketts
Mandated Function?: Not Mandated

You will use this Agenda Item template if your item involves a Grant (whether a new or renewal grant). You also must attach the Grant Approval Form to the item before Finance will approve it. Select the SPECIAL LINKS on your left-hand menu and Click on "Grant Approval Form". Then complete the form, save it and attach it to your item (on the Attachments tab).

Information

Agenda Item Text:

Approve the Library Services and Technology Act (LSTA) grant from the Arizona State Library, Archives & Public Records, in the amount of \$4,000, for "Ebooks for All.", effective May 18, 2018 through August 2, 2019.

Background:

The "Ebooks for All" grant will enhance access to library ebooks for rural residents in Cochise County by adding high-interest titles to the library collection, and presenting "Ebook Open House" events at rural branch libraries to raise public awareness of the collection.

This Collections and Programming (CAP) grant from the Arizona State Library is categorized as a mini-grant, with a streamlined application and reporting progress. So all of the grant funds (\$4,000) can be used to purchase digital materials.

Department's Next Steps (if approved):

The Library District will purchase grant-funded ebooks in summer and fall 2018, and offer related events in early 2019.

Impact of NOT Approving/Alternatives:

Project is only possible with grant funding.

To BOS Staff: Document Disposition/Follow-Up:

Signatures are not required.

Budget Information

Information about available funds

Budgeted: **Funds Available:** **Amount Available:**
Unbudgeted: **Funds NOT Available:** **Amendment:**

Account Code(s) for Available Funds

1:

Fund Transfers

Fiscal Year: 2018/19

One-time Fixed Costs? (\$\$\$): 4000

Ongoing Costs? (\$\$\$): 0

County Match Required? (\$\$\$): no

A-87 Overhead Amt? (Co. Cost Allocation \$\$\$): 0

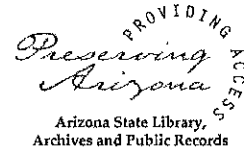
Source of Funding?: Grant

Fiscal Impact & Funding Sources (if known):

Attachments

Grant award form Ebooks for All 2018

Grant approval form Ebooks for All 2018



Award Notification for LSTA Subgrants

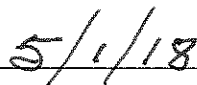
Library Name & Address: Cochise County Library District P.O. Drawer AK 100 Clawson Ave. Bisbee, AZ 85604	State Project Number: 2018-0010-0-A	
Project Name: Ebooks for All	Project Manager: Amadee Ricketts	
CFDA Number: 45.310	Amount Awarded: \$4,000	
DUNS: 020126042	Indirect Cost Rate: \$0.00	
Period of Performance: May 18, 2018 to August 2, 2019	Final Report Due: September 6, 2019	
Contact for LSTA grant questions: Janet "Jaime" Ball, Library Development Administrator	Phone: 602-542-6266	Email: jball@azlibrary.gov

Enclosures:

- General Assurances and Certifications
- Internet Safety Certification
- Non-Construction Assurances
- Grant Recipient Information Packet



 Holly Henley, State Librarian & Director of Library Services



 Date

COCHISE COUNTY GRANT APPROVAL FORM

Form Initiator:

Date Prepared:

Point of Contact:

Phone Number:

Department:

PRIMARY GRANT

Primary Grantor:

CFDA:
www.CFDA.gov

Grant Title:

Grant Term From:

To:

Total Award Amount:

New Grant: Yes No

Grant No:

Amendment: Yes No

Amendment No:

GL Account No:

If new, Finance will assign a fund number.

Strategic Plan:

District:

Mandated by Law

Yes

No

Number of Positions Funded:

Asset(s) Acquired:

Grantor's reimbursement mileage rate:

Health or pension reimbursement:

Other reimbursement:

Briefly describe the purpose of the grant:

If this is a mandated service, cite the source. If not mandated, cite indications of local customer support for this service.

PRIMARY FUNDING SOURCE

Funding Year: Federal Funds 332.100

State Funds 336.100

County Funds 391.000

Other Funds:

Total Funds:

Has this amount been budgeted? Yes No

Method of collecting funds: Lump Sum Quarterly Draw Reimbursement

Is revertment of unexpected funds required at the end of grant period? Yes No

(a) Total indirect (A-87) Cost Allocation:

(b) Amount of overhead allowed by grant:

County Subsidy (a) - (b) =

Is there a Secondary Grant Award associated with this Grant? Yes No

Name of Grant: Funder:

If yes please complete an additional grant approval form.

Is County match required? Yes No

County match source:

County match dollar amount or percentage:

NOTE: Please attach this Grant Approval form to the AgendaQuick item. The AgendaQuick "Grant Approval template" must be used. Once approved by the Board of Supervisors, the department is responsible for sending a copy of the fully executed GRANT DOCUMENT (not this approval form) to the Finance Department.

**Action 2.
Library**

Library District Meeting

Meeting Date: 07/10/2018
Library District grant approval - Creativity in a Box
Submitted By: Amadee Ricketts, Library
Department: Library
Presentation: No A/V Presentation
Document Signatures: BOS Signature NOT Required

Recommendation: Approve
of ORIGINALS Submitted for Signature: 0

NAME of PRESENTER: Amadee Ricketts

TITLE of PRESENTER: Library Director

Mandated Function?: Not Mandated

Source of Mandate or Basis for Support?:

You will use this Agenda Item template if your item involves a Grant (whether a new or renewal grant). You also must attach the Grant Approval Form to the item before Finance will approve it. Select the SPECIAL LINKS on your left-hand menu and Click on "Grant Approval Form". Then complete the form, save it and attach it to your item (on the Attachments tab).

Information

Agenda Item Text:

Approve the Library Services and Technology Act (LSTA) grant from the Arizona State Library, Archives & Public Records, in the amount of \$22,770, for "Creativity in a Box (expansion).", effective May 18, 2018 through August 2, 2019.

Background:

The original LSTA-funded "Creativity in a Box" project was implemented at the Myrtle Kraft Library in Portal in 2016/17. The project created self-contained kits with tools and supplies to help library users learn a new skill, like audio storytelling or growing an herb garden. The project also included a series of workshops for the public.

The 2016/17 project was very successful, and this grant funding will make it possible to make the kits and a limited number of workshops available in libraries countywide in 2018/19.

Department's Next Steps (if approved):

The Library District will move ahead with the expanded "Creativity in a Box" project.

Impact of NOT Approving/Alternatives:

Project is only possible with grant funding.

To BOS Staff: Document Disposition/Follow-Up:

Signatures are not required.

Budget Information

Information about available funds

Budgeted: **Funds Available:** **Amount Available:**
Unbudgeted: **Funds NOT Available:** **Amendment:**

Account Code(s) for Available Funds

1:

Fund Transfers

Fiscal Year: 18/19

One-time Fixed Costs? (\$\$\$): 22770

Ongoing Costs? (\$\$\$): 0

County Match Required? (\$\$\$): no

A-87 Overhead Amt? (Co. Cost Allocation \$\$\$): 0

Source of Funding?: Grant

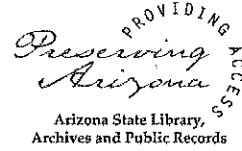
Fiscal Impact & Funding Sources (if known):

Attachments

Grant award form Creativity in a Box 2018

Grant approval form Creativity in a Box 2018

Grant application Creativity in a Box 2018



Award Notification for LSTA Subgrants

Library Name & Address: Cochise County Library District P.O. Drawer AK 100 Clawson Ave. Bisbee, AZ 85604	State Project Number: 2018-0260-5	
Project Name: "Creativity in a Box" (expansion)	Project Manager: Amadee Ricketts	
CFDA Number: 45.310	Amount Awarded: \$22,770	
DUNS: 020126042	Indirect Cost Rate: \$0.00	
Period of Performance: May 18, 2018 to August 2, 2019	Final Report Due: September 6, 2019	
Contact for LSTA grant questions: Janet "Jaime" Ball, Library Development Administrator	Phone: 602-542-6266	Email: jball@azlibrary.gov

Enclosures:

- General Assurances and Certifications
- Internet Safety Certification
- Non-Construction Assurances
- Grant Recipient Information Packet

Holly Henley

Holly Henley, State Librarian & Director of Library Services

5/1/18

Date

COCHISE COUNTY GRANT APPROVAL FORM

Form Initiator:

Date Prepared:

Point of Contact:

Phone Number:

Department:

PRIMARY GRANT

Primary Grantor:

CFDA:
www.CFDA.gov

Grant Title:

Grant Term From:

To:

Total Award Amount:

New Grant: Yes No

Grant No:

Amendment: Yes No

Amendment No:

GL Account No:

If new, Finance will assign a fund number.

Strategic Plan:

District:

Mandated by Law

Yes

No

Number of Positions Funded:

Asset(s) Acquired:

Grantor's reimbursement mileage rate:

Health or pension reimbursement:

Other reimbursement:

Briefly describe the purpose of the grant:

If this is a mandated service, cite the source. If not mandated, cite indications of local customer support for this service.

PRIMARY FUNDING SOURCE

Funding Year: Federal Funds 332.100

State Funds 336.100

County Funds 391.000

Other Funds:

Total Funds:

Has this amount been budgeted? Yes No

Method of collecting funds: Lump Sum Quarterly Draw Reimbursement

Is revertment of unexpected funds required at the end of grant period? Yes No

(a) Total indirect (A-87) Cost Allocation:

(b) Amount of overhead allowed by grant:

County Subsidy (a) - (b) =

Is there a Secondary Grant Award associated with this Grant? Yes No

Name of Grant: Funder:

If yes please complete an additional grant approval form.

Is County match required? Yes No

County match source:

County match dollar amount or percentage:

NOTE: Please attach this Grant Approval form to the AgendaQuick item. The AgendaQuick "Grant Approval template" must be used. Once approved by the Board of Supervisors, the department is responsible for sending a copy of the fully executed GRANT DOCUMENT (not this approval form) to the Finance Department.

LSTA 2018 Application**Organization Information**

Library Name
Cochise County Library District

Library Address
Drawer AK
2nd Floor, 100 Clawson Avenue

City	State	Zip Code
Bisbee	AZ	85603

Website Address
http://cochise.lib.az.us

DUNS Number
020126041

Project Contacts

Prefix	First Name	Last Name
Ms	Amadee	Ricketts

E-mail	Phone	Fax
ARicketts@cochise.az.gov	520-432-8935	

Prefix	First Name	Last Name
<None>		

E-mail	Phone	Fax

Request Information

Please Read First!

This is the application for LSTA general grants. Follow the links below for LSTA mini-grants:
[STEAM In Your Library](#)

Collections and Programming (CAP) Grants
AZ Community Reads

Read the **LSTA Grant Guidelines** before completing this application.

Choose One Category

Informal Education

Project Title

"Creativity in a Box" (expansion)

Briefly summarize the project, by completing the following: The goal of this project is _____. Funds will be used to _____. Community members will benefit because _____.

The goal of this project is to expand the successful "Creativity in a Box" maker program in order to empower learners to be at the center of their learning and to develop design thinking, collaboration, communication, self-direction, and growth mindset skills.

Funds will be used to procure "Creativity in a Box" kits that can be checked out across the county; to develop "Workshop in a Box" kits for partners to use; to host maker events in various locations; and to host an online community website.

Community members will benefit through increased access to learning and the subsequent application of skills acquired to a variety of pursuits, as well as the fostering of a cross-generational learning community.

Select a Primary Project Intent. Please Check one.

Improve users' general knowledge and skills (Lifelong Learning)

Amount of grant funds you are requesting:

22770

For your library, is this project New or Continuing?

Continuing

What community need or opportunity does your project address?

This project addresses a need to give learners of all ages opportunities to learn and create, especially through activities that transcend traditional academic topics, inspire passion, and cross generational lines.

In our rural county there is a scarcity of opportunities for learning and engaging in creative pursuits. Many people in the community lack Internet access. School resources are limited. As a result, youth often feel limited and have a goal of leaving the area to find something "better."

This project seeks to provide youth, as well as adults, opportunities for creative expression through

a "maker focus." The maker movement brings together a community of learners to tinker, build, create, and play, making both physical and digital objects, such as art, circuits, crafts, web pages, movies, and more, using a "make-hack-play," design thinking framework.

Research has found that "Students learn a tremendous amount through maker-centered learning experiences...[and] the most salient benefits of maker-centered learning for young people have to do with developing a sense of self and a sense of community that empower them to engage with and shape the designed dimension of their world" ("Maker-Centered Learning and the Development of Self," Project Zero, Harvard Graduate School of Education).

How do you know this is a need?

In 2016-17, the "Creativity in a Box" project was piloted in Portal, Arizona, with a few events also being conducted in Elfrida and Sunsites. The program was enthusiastically embraced by those communities, and so we would like to expand the program countywide.

In the pilot, 100% of those filling out of evaluations felt they learned something by participating, and 95% said they would be likely to participate in a similar library activity. In addition, many are continuing to check out the boxes and use them and have also requested additional future events.

Our county library patrons enthusiastically support and attend various programming at our libraries and are seeking new opportunities to learn and collaborate. However, staff time, budgets, and opportunities are limited, and the expertise for specialized events like maker activities is not always available.

In talking with library staff and residents outside of Portal, the interest for this kind of service is high. There is also need for more programming that connects learners of all ages and that offers creative opportunities. STEM activities are also in high demand.

There is also a significant population of home school students here, who are always looking for enrichment activities in which they can participate.

What audiences are you targeting with this project and why?

We are primarily targeting youth and adults in Cochise County.

This is a broad target demographically, which will allow us to reach the most people within our service area. Because we are located in a very rural area, the population is relatively low and geographically spread out. We will also reach a broader group of people beyond our own area through the online component of this project.

How does this project relate to your library's mission or other plans (such as a technology plan)?

The mission of the Cochise County Library District is to serve "the joy of reading, the discovery of ideas, and the power of information." This project will enhance the mission and activities of the library by tapping into existing passions, increasing programming, providing additional information about the topics in question, adding STEM programming, bringing a cross-generational aspect to the programming, and connecting with residents across the county.

What specific change do you intend to achieve with this project?

The primary change we expect to achieve is to see more cross-generational "maker" focused programs offered across the county, and as a result, for learners to be empowered. This empowerment will be measured by the number and nature of projects completed by participants, as well as the degree to which they demonstrate and report on their feeling of success gained through

their participation.

In short, we intend to see participants produce work that is meaningful, to share it with others, and to feel their own sense of capability and thus their growth mindset increase.

Briefly explain why you have selected this outcome, tying it to the Needs Assessment provided. Feeling empowered and taking a proactive approach in one's own learning is fundamental to life success. Mindset research conducted by Carol Dweck and others demonstrates that "developing a growth mindset (the core belief that abilities are malleable and not fixed) is critical to adopting learning-oriented behavior" (MindsetWorks).

Inspiring that sense of empowerment and belief in one's own abilities is exactly what we want to foster in this project. Our maker activities will meet all learners where they are and encourage individual success. We hope that this success will inspire success in other areas through the development of a growth mindset.

Why is this project the best approach?

Maker activities are not about being "right" or "wrong." They are not graded or assessed. Instead they allow every participant to create something that is wonderful. In addition, maker groups don't have "teachers," but instead are about creating communities of co-learners. In maker activities, it is common to see those who are generally shy rise to be stars. Cross-generational collaboration is natural as learners work to build things, solve problems, and iterate.

The freedom of make-hack-play activities takes learners to new places and inspires the sense of wonder and success that we hope to see in this project.

How will the general public participate or use this product? Who will participate, and how many will directly participate in the first year? How will you publicize this activity or product?

The general public will be invited to participate in all project activities.

The following are estimates of participation:

Facilitated events at branch libraries - 10 events x 10 attendees = 100

Events hosted at city libraries - 12 events x 15 attendees = 180

"Creativity in a Box" checkouts - 24 boxes x 5 checkouts each x 3 people = 360

Total reached = 640

In addition, it is expected that many more people will be reached through the website.

The project will be publicized and marketed through:

- Posters at the libraries
- Posters and flyers posted on community bulletin boards
- Emails to community mailing lists
- Social media postings including on various community Facebook pages
- Outreach and publicity by partner organizations

What steps has your library taken to prepare for this project?

The piloting of this project in Portal has prepared us for expanding it countywide. Through this pilot, we have had an opportunity to test out various activities and evaluate which were most popular and which are suitable for scaling.

In addition, a variety of community members and partners have been contacted regarding their interest in and support for this project. The project team has also discussed the logistics of the project and made sure that the project is compatible with existing infrastructure, staffing, etc.

What will you do, and how will you do it? Give specific information about the types of activities, number of programs, or resources you'll make available.

The following broad activities will be conducted as a part of this project:

- Procure 24 "Creativity in a Box" kits that can be checked out across the county. These boxes will include all the materials a person needs to complete the activity, such as digital audio recorders, seeds, circuit materials, art supplies, etc.
- Create 4 "Workshop in a Box" kits so that city libraries can conduct their own maker events. These kits will include all materials needed for a group of participants, and refills of consumable items will be available. It is expected that city library staff will conduct at least 12 events as a part of this project.
- Create and host 10 maker events at branch libraries and other community locations.
- Host and populate makingandsharing.com, an online collection of maker activities and a community site where people can upload pictures of what they made and share other ideas.

List at least one product or activity that will help you meet the outcome. All products and activities that are a part of your project should be linked to an outcome.

The "Workshop in a Box" kits created as a part of this project will help to encourage learners of all ages to drive their own learning and to develop critical thinking, collaboration, communication, and design thinking.

These kits will be designed to be simple to use and will contain all materials needed to conduct a workshop. They will be able to be used by branch libraries and city libraries, as well as community organizations.

These kits will expand the reach of the project in a way that is cost effective and will also help ensure the sustainability of the project.

Describe what tool(s) or method(s) you will use to evaluate each product or activity listed. Examples include pre- and post-assessments, surveys, benchmarks, and observations.

The following tools will be used to evaluate this project:

- Sign in sheets for number of events held
- Sign in sheets for number of participants at events
- Artifacts created at events
- Participant surveys from events
- Number of checkouts of "Creativity in a Box" kits
- Surveys from those checking out "Creativity in a Box" kits
- Artifacts created as a part of home and other maker activities

Provide a list of the names of project personnel, the organization they represent and their title, and a description of their duties for this project. If the project will require a consultant, provide a brief resume for any consultant for whom you are requesting LSTA funds and upload below.

Amadee Ricketts, Director of the Cochise Library District

Amadee will manage the overall project and will be the administrative contact. She will also provide oversight and evaluation activities.

Karen Fasimpaur, President, K12 Handhelds, Inc.

Karen will develop the maker activities, procure and assemble "Creativity in a Box" kits, create and assemble "Workshop in a Box" kits, conduct select facilitated workshops, host and populate the online site, and manage the overall project.

Identify the project director, and explain why he or she is appropriate for this project.

The Project Director for this project is Amadee Ricketts, Director of the Cochise Library District. As the library's administrator, she can ensure that project goals and deadlines are met, keep project related records, and prepare the final report.

If special skills or expertise are necessary for a participant, briefly list his or her qualifications.

No special skills or expertise is required for project participants.

Partners

If you are partnering with other organizations for this project, describe each partner's role. Enter N/A if not applicable. Provide a letter of support from each partnering organization and upload below.

The following city library partners will be provided "Creativity in a Box" kits and "Workshops in a Box" kits and will host events:

- Douglas Public Library
- Elsie S. Hogan Community Library (Willcox)
- Benson Public Library
- Huachuca City Library

- The Cochise County School Superintendent's office will partner to bring this program to the home school audience.

- K12 Handhelds -- This locally-based company works with organizations across the country on projects including maker activities, writing, and technology-empowered creative learning. For this project, K12 Handhelds will develop event curriculum and kits, conduct selected events, and coordinate partners.

Upload Consultant Resumes and Letters of Support

Please combine all consultant resumes and letters of support into one document to upload.

[cclid-support.pdf](#)

What are the major steps you'll take to reach the outcomes you've listed?

- Determine final list of "Creativity in a Box" kits and events
- Schedule events with partners
- Procure, assemble, and distribute "Creativity in a Box" kits
- Create "Workshop in a Box" kits
- Procure supplies needed for events
- Update and maintain online maker site
- Promote events and kits
- Conduct events
- Post project artifacts at online site
- Evaluate project and iterate as needed

Provide a timeline that includes planning, implementation and evaluation, and indicates when funds will be spent. Remember, funds are not available before May 18, 2018, and must be full encumbered by August 2, 2019.

June, 2018 - Funds available

June-July 2018 - Branch libraries and partners contacted to arrange details

August, 2018 - Procure, assemble, and distribute "Creativity in a Box" kits

Fall, 2018 - Schedule partner events

Winter, 2018 - Create "Workshop in a Box" kits

Spring, 2019-Summer, 2019 - Conduct events

July, 2019 - Funds spent out

Provide specifics about each public program activity, including the date and location. Enter N/A if not applicable.

"Creativity in a Box" kits

- 3 kits per library to be made available in the fall of 2018

Locations: Jimmie Libhart Library (Bowie), Sunsites Community Library, Alice Woods Library (Sunizona), Elfrida Library, Douglas Public Library, Elsie S. Hogan Community Library (Willcox), Benson Public Library, and Huachuca City Library

Facilitated maker events

- Two events per library to be conducted by project consultants in the spring and summer of 2019

Locations: Jimmie Libhart Library (Bowie), Sunsites Community Library, Alice Woods Library (Sunizona), Elfrida Library, Portal Myrtle Kraft Library

Other maker events (conducted with "Workshop in a Box" kits")

- Three events per library to be conducted in the spring and summer of 2019

Locations: Douglas Public Library, Elsie S. Hogan Community Library (Willcox), Benson Public Library, and Huachuca City Library

If successful, will you continue this project once the grant period has ended? If so, how will you sustain it?

"Creativity in a Box" kits will be available for checkout indefinitely beyond the grant period. An inventory of consumables will be obtained for future use. Additional supplies, if needed, will be supplied by local libraries or Friends groups.

The "Workshop in a Box" kits are designed to make ongoing offerings of the events sustainable as well. These will be designed to be able to be administered beyond the grant without outside expertise.

Our experience with the pilot phase of this program has been that it is sustainable, and two years later, the project is still active and thriving in Portal.

Budget Information

Provide a detailed explanation and justification of the proposed LSTA expenditures. Quotes, estimates, mileage, and other methods of calculating budget items should be detailed. See K12 Handhelds quote #K0218-008 for full details.

Travel is based on two people traveling approximately 576 miles roundtrip to Phoenix for grant recipients meeting.

Project Budget Form

- Complete the budget form below for the project described in this application.
- In-kind services or funds are not required, but are encouraged.
- Use only numerals in the budget fields in order to calculate totals; any non-numeric elements (commas, periods, etc.) will not calculate correctly.
- This budget form is designed for online use and does not print well. If you need a printed copy of your budget, use a separate form.

\$ Salary/Benefits Requested	\$ Local Match	Salary, Wage and Benefits Description	Total Salary Wages and Tips
0	0		0.00

\$ Consultant Fees Requested	\$ Local Match	Total Consultant
13500	7500	21000.00

Consultant Fees Description
 Conduct maker workshops, project management, marketing; see K12 Handhelds quote #K0218-008

\$Travel Requested	\$ Local Match	Travel Description	Total Travel
500	0	attend grant recipients workshop in Phoenix	500.00

\$ Supplies/Materials Requested	\$ Local Match	Total Supplies and Materials
8770	0	8770.00

Supplies Description
 "Creativity in a Box" kits, "Workshop in a Box" kits, refills; see K12 Handhelds quote #K0218-008

\$ Equipment Requested	\$ Local Match	Equipment Description	Total Equipment
A single item valued at \$5,000 or more 0	0		0.00

\$ Services Requested 0	\$ Local Match 0	Services Description	Total Services 0.00
\$ Indirect Costs Requested 0	\$ Local Match 0	Indirect Total 0.00	
\$ Total Grant Budget Click on calculator icon to total the amounts 22770.00	\$ Total Local Match Click on calculator icon to total the amounts 7500.00		Total Budget Click on calculator icon to total the amounts 30270.00

Beneficiaries

Age Group All Ages
Population Served (Optional) Intergenerational
Ethnicity (Optional) Multi

Certification

To complete your application, the Certification of Application form must be postmarked by March 9, 2018. Registered or certified mail is recommended. Please fill out the certification form, print it, sign it and mail to:
Grants Consultant
Arizona State Library, Archives & Public Records
1700 W. Washington St., Suite 220
Phoenix, AZ 85007

Keep a copy of the signed certification for your records.

[Click here to open the certification form](#)

Action 3.
Library

Library District Meeting

Meeting Date: 07/10/2018
Approve agreement for Elfrida Library
Submitted By: Amadee Ricketts, Library
Department: Library
Presentation: No A/V Presentation
Document Signatures: BOS Signature Required

Recommendation: Approve
of ORIGINALS Submitted for Signature: 2
TITLE of PRESENTER: Library Director
Source of Mandate or Basis for Support?:

NAME of PRESENTER: Amadee Ricketts
Mandated Function?: Not Mandated

Docket Number (If applicable):

Information

Agenda Item Text:

Approve a License Agreement with the Elfrida Citizens Alliance for the use of their building at 10552 N. Hwy. 191, Elfrida, as a branch library of the Cochise County Library District, costing approximately \$1,400 annually, effective immediately.

Background:

The existing agreement for the Elfrida Library was approved by the Board of Supervisors in November 2006, and the other party to the agreement was the Valley Recreation Council. The Valley Recreation Council has since dissolved, and the Elfrida Citizens Alliance now owns the building where the library is housed.

Along with updating the agreement to reflect the current status of the library building, the new agreement assigns responsibility for paying the electric bill for the building to the Library District. This will cost approximately \$1400 annually, and will help make library operations sustainable by reducing the cost of the partnership for the nonprofit Elfrida Citizens Alliance. The Library District's tentative budget for 2018/19 includes funds to cover this change.

Department's Next Steps (if approved):

If the updated agreement is approved, the Library District will assume responsibility for the electric bill for the Elfrida Library building at 10552 N. Hwy. 191 in Elfrida.

Impact of NOT Approving/Alternatives:

If the agreement is not approved, the Library District will not have an up-to-date agreement for the Elfrida Library, and the Elfrida Citizens Alliance will have difficulty covering the electric bill for the library building.

To BOS Staff: Document Disposition/Follow-Up:

Please send one signed copy to the Cochise County Library District, and one signed original to the Elfrida Citizens Alliance (Jeanne V. Shaw, Executive Director, Elfrida Citizens Alliance, Inc., PO Box 172, Elfrida, AZ 85610).

Budget Information

Information about available funds

Budgeted: **Funds Available:** **Amount Available:** 1400
Unbudgeted: **Funds NOT Available:** **Amendment:**

Account Code(s) for Available Funds

1:

Fund Transfers

Fiscal Year: 2018-2019

One-time Fixed Costs? (\$\$\$): 1400

Ongoing Costs? (\$\$\$): 0

County Match Required? (\$\$\$): no

A-87 Overhead Amt? (Co. Cost Allocation \$\$\$): 0

Source of Funding?:

Fiscal Impact & Funding Sources (if known):

This would ordinarily fall under 171-8000-9 427.100 (Electricity), but that is not a budget line the Library District has used in the past. If this agreement is approved, the department will request a budget transfer from 171-8000-9 411.000 (Office Supplies) to cover the cost. In planning for future budget cycles, we will make funds available under 171-8000-9 427.100 (Electricity).

Attachments

Elfrida Library Agreement 2006

Elfrida Library Contract 2018

AGREEMENT FOR BRANCH LIBRARY

This Agreement is entered into between Cochise County Library District, hereafter referred to as "LIBRARY DISTRICT", and the Valley Recreation Council, hereafter referred to as "COUNCIL".

WHEREAS, pursuant to A.R.S. 11-901 et seq., and 48-3801 et seq., the LIBRARY DISTRICT is a county-free library district; and

WHEREAS, pursuant to A.R.S. 11-909(A), the LIBRARY DISTRICT has authority to establish branch libraries throughout the county; and

WHEREAS, the COUNCIL owns a building suitable for the location of a branch library; and

WHEREAS, it is the desire of the parties to enter into a license agreement to allow the LIBRARY DISTRICT to use the COUNCIL'S building for a branch library;

IT IS AGREED THAT:

SECTION ONE

LICENSE

The COUNCIL grants to the LIBRARY DISTRICT the right to use their building for a branch library, which shall be open to all residents of Cochise County.

SECTION TWO

SPACE ALLOTTED

The LIBRARY DISTRICT shall have exclusive use of the annex building owned by the COUNCIL and located at 10550 N. Highway 191 for the operation of the branch library.

Library customers, staff, and volunteers will have continuous access to the adjacent Community Center restrooms during the hours the library is open. The LIBRARY DISTRICT will be able to schedule with the COUNCIL for use of the Community Center for special library events.

SECTION THREE

UTILITIES AND FIXTURES

The COUNCIL shall provide the LIBRARY DISTRICT with all the necessary utilities, such as gas and electricity, which are needed for the operation of the branch library. In addition, the COUNCIL may provide the LIBRARY DISTRICT with the necessary furniture, fixtures and equipment needed for the operation of the branch library, but it is expressly understood that the COUNCIL is not obligated to provide these items.

SECTION FOUR

HOURS OF OPERATION

The branch library shall be allowed to be open at such days and at such times as shall be agreed upon by the LIBRARY DISTRICT and the COUNCIL.

SECTION FIVE

VOLUNTEERS

It is expressly understood that the branch library will be staffed by volunteers, who will be under the direction and supervision of a Branch Coordinator hired by the LIBRARY DISTRICT. In this regard, the Branch Coordinator will provide the COUNCIL and the LIBRARY DISTRICT with a list of volunteers who will be working in the library and a list of individuals who have been issued keys. In operating the branch library, neither the LIBRARY DISTRICT nor any volunteer of the LIBRARY DISTRICT shall be considered an employee of the COUNCIL. However, both the LIBRARY DISTRICT and any volunteer of the LIBRARY DISTRICT will at all times conform to any and all COUNCIL rules and regulations pertaining to

the use and occupancy of the COUNCIL'S premises. The COUNCIL shall have the right to require the removal from the COUNCIL'S premises of any volunteer whose conduct shall be unsatisfactory to the COUNCIL.

SECTION SIX

BRANCH COORDINATOR

The LIBRARY DISTRICT will hire a qualified person to perform the functions of Branch Coordinator. The Branch Coordinator will arrange for the library to be open to the public at all regularly scheduled hours, recruit, train, and assign tasks to volunteer staff, provide general supervision and direction to them in the daily operation of the branch library, and act as liaison with the COUNCIL. The LIBRARY DISTRICT will invite the COUNCIL president or his/her delegate to participate on the interview panel when a new Branch Coordinator is to be hired.

SECTION SEVEN

CONSIDERATION

There shall be no exchange of monetary consideration between the LIBRARY DISTRICT and the COUNCIL in carrying out the provisions of this Agreement. Rather, in consideration for this Agreement the LIBRARY DISTRICT shall provide, through the branch library, books and other materials for the residents of the branch library community and Cochise County, as well as library services such as reference, interlibrary loan, and access to online resources. In addition, the LIBRARY DISTRICT will provide in-service training for volunteer staff and assistance with branch library projects.

The amount, time, place and manner of provision of such services shall be determined by the LIBRARY DISTRICT in consultation with the COUNCIL and with volunteer staff.

SECTION EIGHT

CONDITION AND MAINTENANCE OF PREMISES

The LIBRARY DISTRICT shall, at all times, keep the COUNCIL'S premises in good and sightly condition, insofar as it may be affected by LIBRARY DISTRICT'S operations hereunder. The COUNCIL will be responsible for janitorial service, maintenance, and repair of the annex building and the restrooms.

SECTION NINE

COMMUNITY INPUT

In order to give the community an opportunity to comment on the policies and services of the branch library, the LIBRARY DISTRICT will annually, or more frequently as needed, call a public meeting. This meeting may be held in conjunction with a meeting of the COUNCIL Board. The time, date, and agenda for each meeting will be posted at the branch library. In addition, the County Librarian will mail a notice of the meeting to the President of the COUNCIL, if the meeting is not a joint event.

SECTION TEN

INDEMNIFICATION

1. LIBRARY DISTRICT shall indemnify and hold the COUNCIL, its governing board members, employees and agents harmless from any and all claims for damages of any kind whatsoever including costs and attorney's fees, arising or in any manner occasioned by the negligence or intentional torts of the LIBRARY DISTRICT, its board members, employees and agents, in connection with the LIBRARY DISTRICT'S duties under the Agreement, or the LIBRARY DISTRICT'S use and occupancy of the COUNCIL'S premises, except to the extent the damages are caused by the negligence or intentional tortious actions of the COUNCIL, its

board members, employees and agents.

2. COUNCIL shall indemnify and hold LIBRARY DISTRICT, its board members, employees and agents, harmless from any and all claims for damages of any kind whatsoever, arising or in any manner occasioned by the negligence or intentional torts of the COUNCIL, its board members, employees and agents, in connection with the COUNCIL'S duties under the Agreement, except to the extent that the damages are caused by the negligence or intentional tortious actions of the LIBRARY DISTRICT, its board members, employees and agents.

3. The mutual indemnification provisions of this Section shall not apply with respect to the personal or real property of the parties; that is, the LIBRARY DISTRICT and the COUNCIL hereby waive any and all right to recovery from each other for loss to personal or real property belonging to the parties, or loss of use thereof, howsoever occurring, except that any library user shall be responsible for the care and return of any item borrowed from the branch library. The LIBRARY DISTRICT and the COUNCIL agree to notify their respective insuring companies of this mutual waiver provision.

SECTION ELEVEN

INSURANCE

1. LIBRARY DISTRICT agrees to take out and keep in force during the life of this Agreement, general liability insurance in such amounts as is necessary to protect against any liability incident to the duties of the LIBRARY DISTRICT under this Agreement, or the LIBRARY DISTRICT'S use and occupancy of the COUNCIL'S premises.

2. It is permissible for the LIBRARY DISTRICT to be a self insurer as to any required insurance. In the event that the LIBRARY DISTRICT elects to self insure, any and all losses shall be paid by the LIBRARY DISTRICT to the extent of the LIBRARY DISTRICT'S liability for loss, damage or otherwise.

3. The LIBRARY DISTRICT shall provide the COUNCIL with proof of liability insurance for its use of COUNCIL'S property.

4. The COUNCIL shall maintain and provide the LIBRARY DISTRICT with proof of sufficient liability insurance to cover its activities and obligations pursuant to this Agreement.

5. The COUNCIL, as owner of the premises, shall procure and maintain during the terms of this Agreement property damage insurance providing appropriate coverage for the premises.

6. The LIBRARY DISTRICT shall procure and maintain during the terms of this Agreement property damage insurance providing appropriate coverage for building contents owned by the LIBRARY DISTRICT.

SECTION TWELVE ASSIGNMENT

This Agreement is not assignable without the prior written consent of both parties. Any attempt to assign any of the rights, duties or obligations of this Agreement without prior written consent is void.

SECTION THIRTEEN TERMINATION

This Agreement may be terminated by either party for any reason by giving ninety (90) days written notice thereof to the other.

SECTION FOURTEEN OWNERSHIP OF PROPERTY

Each party shall remain sole owner of any property it owns at the outset of this

Agreement or of any property it acquires during the duration of the Agreement; no joint purchase of property is contemplated hereunder.

SECTION FIFTEEN

TERM OF AGREEMENT

This Agreement shall commence on the date it is filed with the Cochise County Recorder's Office and upon it becoming effective any previous Agreement shall be terminated. The initial term of the Agreement shall be for one year, and the Agreement shall be renewed automatically for successive one-year terms unless terminated as provided herein.

SECTION SIXTEEN

CANCELLATION

This Agreement may be canceled pursuant to A.R.S. 38-511, the applicable provisions of which are incorporated herein by reference.

IN WITNESS HEREOF, the parties have caused this AGREEMENT to be executed by their duly authorized representatives.

APPROVED:
VALLEY RECREATION COUNCIL

10/18/06
DATE

By: Molly Semas
PRESIDENT

ATTEST:

Peggy Kwonak
SECRETARY

11/07/06
DATE

APPROVED:
COCHISE COUNTY LIBRARY DISTRICT

APPROVED AS TO FORM:

Landysse B. Padsee
Attorney, Cochise County
Library District

By: Richard Searle
CHAIRMAN, BOARD OF DIRECTORS

LICENSE AGREEMENT FOR BRANCH LIBRARY

This Agreement is entered between the Cochise County Library District, a political taxing subdivision of the state of Arizona, hereafter referred to as “LIBRARY DISTRICT”, and the Elfrida Citizens Alliance, Inc., a non-profit corporation, hereafter referred to as “ECA”. The LIBRARY DISTRICT and ECA may each be referred to as “party” or jointly as “parties” in this Agreement.

RECITALS

WHEREAS, pursuant to A.R.S. 11-901 *et seq.* and A.R.S. 48-3901 *et seq.*, the LIBRARY DISTRICT is a county-free library district; and

WHEREAS, pursuant to A.R.S. 11-909(A), the LIBRARY DISTRICT may establish branch libraries throughout Cochise County; and

WHEREAS, the LIBRARY DISTRICT has operated a branch library since 2006 within a building currently owned by ECA since 2016; and

WHEREAS, said building is located at 10550 N. Highway 191; and

WHEREAS, the parties wish to enter into this license agreement to permit the LIBRARY DISTRICT’s continued use of ECA’s building as a library branch.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, LIBRARY DISTRICT and ECA agree to the following:

AGREEMENT

I. LICENSE

ECA grants to the LIBRARY DISTRICT the right to use the above identified building for a branch library, which shall be open to all residents of Cochise County.

II. SPACE ALLOTTED

The LIBRARY DISTRICT shall have exclusive use of the annex building owned by

ECA and located at 10550 N. Highway 191 for the operation of the branch library.

Library customers, staff, and volunteers will have continuous access to the adjacent Community Center restrooms during the hours the branch library is open. The LIBRARY DISTRICT will be able to use the Community Center for special library events upon scheduling such use with the ECA and assuming the Community Center is available for use.

III. UTILITIES AND FIXTURES

The LIBRARY DISTRICT will be responsible for the electrical bill payment. ECA will provide the LIBRARY DISTRICT with all other necessary utilities to operate the branch library. In addition, ECA may provide the LIBRARY DISTRICT with the necessary furniture, fixtures and equipment needed for the operation of the branch library, but it is expressly understood that ECA is not obligated to provide these items.

IV. HOURS OF OPERATION

The branch library shall be open on such days and times as agreed upon by the LIBRARY DISTRICT and ECA.

V. VOLUNTEERS

It is expressly understood that the branch library will be staffed by volunteers, who will be under the direction and supervision of a Branch Coordinator hired by the LIBRARY DISTRICT. In this regard, the Branch Coordinator will provide ECA and LIBRARY DISTRICT with a list of volunteers who will be working in the branch library and a list of individuals who have been issued keys. In operating the branch library, neither the LIBRARY DISTRICT, nor any LIBRARY DISTRICT volunteer shall be considered an employee of ECA. However, both the LIBRARY DISTRICT and any LIBRARY DISTRICT volunteer will conform to all ECA rules and regulations pertaining to the use and occupancy of ECA's premises. ECA shall have the right to require the removal from ECA's premises any volunteer whose conduct shall be unsatisfactory to ECA.

VI. BRANCH COORDINATOR

The LIBRARY DISTRICT will continue to retain a qualified person to perform the functions of Branch Coordinator. The Branch Coordinator will arrange for the library to be open to the public at all regularly scheduled hours, recruit, train, and assign tasks to

volunteer staff, provide general supervision and direction to them in the daily operation of the branch library, and act as liaison with ECA. Should the LIBRARY DISTRICT ever need to hire a new Branch Coordinator, it will invite the ECA president or his/her delegate to participate on the interview panel.

VII. CONSIDERATION

In consideration for this Agreement the LIBRARY DISTRICT shall provide, through the branch library, books and other materials for the residents of the branch library community and Cochise County, as well as library services such as reference, interlibrary loan, and access to online resources. In addition, the LIBRARY DISTRICT will provide in-service training for volunteer staff and assistance with branch library projects. The amount, time, place, and manner of providing such services shall be determined by the LIBRARY DISTRICT in consultation with the ECA and with volunteer staff.

VIII. CONDITION AND MAINTENANCE OF PREMISES

The LIBRARY DISTRICT shall always keep ECA's premises in good and slightly condition, insofar as it may be affected by LIBRARY DISTRICT'S operations hereunder. ECA will be responsible for janitorial service, maintenance, and repair of the annex building and the restrooms.

IX. COMMUNITY INPUT

To give the community an opportunity to comment on the policies and services of the branch library, the LIBRARY DISTRICT will annually, or more frequently as needed, call a public meeting. This meeting may be held in conjunction with a meeting of the ECA Board. The time, date, and agenda for each meeting will be posted at the branch library. In addition, the County Library Director will mail a notice of the meeting to the President of the ECA if the meeting is not a joint event.

X. INDEMNIFICATION

To the maximum extent permitted by law, each Party (as "Indemnitor") agrees to indemnify, defend and hold harmless the other Party, its officers, officials, agents, employees, or volunteers (as "Indemnitee") from and against any and all claims, losses, liability, costs or expenses to which any Indemnitee may become subject under any theory of liability whatsoever, including reasonable attorney's fees, court costs and the costs of appellate proceedings arising out of actions taken in performance of this

Agreement (hereinafter collectively referred to as “**Claims**”) to the extent that such Claims are caused by the acts, omissions, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. This indemnity includes any claim or amount arising out of, or recovered under, the Workers’ Compensation Law or arising out of the failure of such Indemnitor to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree.

The mutual indemnification provisions of this Section shall not apply with respect to the personal or real property of the parties. Each Party agrees to waive all rights of recovery against the other for any losses, or loss of use thereof, howsoever occurring, to real or personal property belonging to the other Party, except that any library user shall be responsible for the care and return of any item borrowed from the branch library. The LIBRARY DISTRICT and ECA agree to notify their respective insuring companies of this mutual waiver provision.

XI. INSURANCE

1. LIBRARY DISTRICT agrees to take out and keep in force during the life of this Agreement, general liability insurance in such amounts as is necessary to protect against any liability incident to the duties of the LIBRARY DISTRICT under this Agreement, or the LIBRARY DISTRICT’S use and occupancy of ECA’s premises.

2. It is permissible for the LIBRARY DISTRICT to be a self insurer as to any required insurance. If the LIBRARY DISTRICT elects to self-insure, all losses shall be paid by the LIBRARY DISTRICT to the extent of the LIBRARY DISTRICT’S liability for loss, damage or otherwise.

3. The LIBRARY DISTRICT shall provide ECA with proof of liability insurance for its use of ECA’s property.

4. ECA shall maintain and provide the LIBRARY DISTRICT with proof of sufficient liability insurance to cover its activities and obligations pursuant to this Agreement.

5. ECA, as owner of the premises, shall procure and maintain during the terms of this Agreement property insurance providing appropriate coverage for the premises.

6. The LIBRARY DISTRICT shall procure and maintain during the terms of this Agreement property insurance providing appropriate coverage for building contents owned by the LIBRARY DISTRICT.

XII. ASSIGNMENT

This Agreement is not assignable without the prior written consent of both parties. Any attempt to assign any of the rights, duties or obligations of this Agreement without prior written consent is void.

XIII. TERMINATION

This Agreement may be terminated by either party for any reason by giving ninety (90) days written notice thereof to the other.

XIV. NOTICE

All notices required to be provided by this Agreement or arising from this Agreement shall be provided in writing to the following:

For the LIBRARY DISTRICT: Amadee Ricketts, Library Director
County of Cochise
P.O. Drawer AK
Bisbee, AZ 85603

For ECA: Jeanne V. Shaw, Executive Director
Elfrida Citizens Alliance, Inc.
P.O. Box 172
Elfrida, AZ 85610

XV. TERM OF AGREEMENT

This Agreement shall commence on the date it is filed with the Cochise County Recorder's Office and upon it becoming effective any previous Agreement shall be terminated. The term of the Agreement shall be for three years, unless terminated by the parties as set forth in Section XIII of this Agreement.

XVI. CANCELLATION

This Agreement may be canceled pursuant to A.R.S. 38-511, the applicable

provisions of which are incorporated herein by reference.

XVII. SEVERANCE

The Parties hereto shall comply with all applicable laws, rules, regulations and ordinances, as may be amended. If any provision of this Agreement or portion thereof is held invalid, illegal or unenforceable, such provision or portion thereof shall be severed from this Agreement and shall have no effect on the remaining provisions of this Agreement, which shall remain in full force and effect.

XVIII. RIGHTS AND REMEDIES

No provision in this document shall be construed, expressly or by implication, as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract. The failure of any party to insist upon the strict performance of any term or condition of the Agreement or to exercise or delay the exercise of any right or remedy provided in the Agreement or by law, or the acceptance of materials or services, or the payment for materials or services, shall not release the other party from any responsibilities or obligations imposed by the Agreement or by law, and shall not be deemed a waiver of a right of a party to insist upon the strict performance of the Agreement.

XIX. GOVERNING LAW, JURISDICTION, VENUE

This Agreement shall be governed by the laws of the State of Arizona. The parties hereby agree that the venue for the resolution of any dispute under this Agreement shall be and shall remain in Cochise County.

XX. BOYCOTT OF ISRAEL

In accordance with A.R.S. § 35-393.01, the parties certify that they are not currently engaged in, and for the duration of this Agreement agree not to engage in, a boycott of Israel, and will not adopt a procurement, investment, or other policy that has the effect of inducing or requiring a person or company to boycott Israel.

XXI. IMMIGRATION LAWS

The parties hereby warrant that they will comply with all federal immigration laws applicable to the parties' employment of its employees, and with the requirements

of A.R.S. § 23-214(A) (together the “State and Federal Immigration Laws”). The parties shall further ensure that each sub-consultant who performs any work for the party under this Agreement likewise complies with the State and Federal Immigration Laws.

XXII. RECORDS

The parties agree to keep all books, accounts, reports, files, and other records relating to this Agreement for five (5) years after completion of the contract; and, in addition, agrees that such books, accounts, reports, files, and other records shall be subject to audit pursuant to A.R.S. § 35-214.

XXIII. PUBLIC RECORD LAWS

Notwithstanding any other provision of the Agreement, the parties understand that the LIBRARY DISTRICT is a public entity and, as such, is subject to Arizona's public records law, A.R.S. § 39-121 et. seq.

XXIV. CONTRACT AMENDMENTS

This Agreement may be modified only by a written Amendment signed by persons duly authorized to act in this capacity on behalf of the parties.

XXV. ENTIRE AGREEMENT

This Agreement contains all the representations and the entire understanding and agreement between the parties pertaining to the occupancy and use of the subject property or any other matters connected therewith. All correspondence, memoranda, or oral or written agreements pertaining to the property or the parties hereto, which originated before the date of this Agreement are null, void and no longer in force and with no effect, and are replaced in total with this Agreement unless otherwise expressly stated in this Agreement. This License Agreement shall not be altered, amended, or modified except by a writing signed by authorized representatives of the parties.

XXVI. ARBITRATION

To the extent required by A.R.S. §§ 12-133 and 12-1518(B), the parties agree to resolve any dispute arising out of this Agreement by arbitration.

XXVII. NO JOINT VENTURE

It is not intended by this Agreement to, and nothing contained in this Agreement shall, be construed to create any partnership, joint venture, or employment relationship between the parties or create any employer-employee relationship between the parties' employees. Neither party shall be liable for any debts, accounts, obligations or other liabilities whatsoever of the other party, including, but without limitation, the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.

XXVIII. NO THIRD-PARTY BENEFICIARIES

Nothing in this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or affect the legal liability of either party to the Agreement by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.

XXIX. E-VERIFY COMPLIANCE:

The parties warrant that they shall comply with all federal immigration laws and regulations that relate to their employees and their compliance with ARS § 23-214(A). The parties further agree that any failure to comply with the requirements of this section shall be deemed a material breach of this Agreement that may result in termination of this Agreement. The parties further agree that they each retain the legal right to inspect the papers of any one of their employees who performs work under this Agreement to ensure that the parties are complying with the provisions of this section.

IN WITNESS HEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

APPROVED:
ELFRIDA CITIZENS ALLIANCE, INC.

DATE

By: _____
PRESIDENT

ATTEST:

Secretary

APPROVED:
COCHISE COUNTY BOARD OF SUPERVISORS
ACTING AS THE COCHISE COUNTY LIBRARY
DISTRICT

DATE

By: _____
CHAIRMAN PEGGY JUDD

ATTEST:

Arlethe, G. Rios
Clerk of the Board

APPROVED AS TO FORM:

Civil Deputy County Attorney
Cochise County Attorney's Office

**Action 4.
Library**

Library District Meeting

Meeting Date: 07/10/2018

Library District Collection Development Policy revision

Submitted By: Amadee Ricketts, Library

Department: Library

Presentation: No A/V Presentation **Recommendation:** Approve

Document Signatures: BOS Signature NOT Required **# of ORIGINALS Submitted for Signature:** 0

NAME of PRESENTER: Amadee Ricketts **TITLE of PRESENTER:** Library Director

Docket Number (If applicable):

Mandated Function?: Not Mandated **Source of Mandate or Basis for Support?:**

Information

Agenda Item Text:

Approve the revision of the Library District's Collection Development Policy.

Background:

The Library District's current Collection Development Policy was approved by the Board of Supervisors in September 2002. The current policy is outdated and includes references to services and collections that are no longer offered.

The revised policy is much more concise (five pages including attachments rather than 15), in order to make it more accessible and understandable for the public. It also updates the process for addressing citizen complaints regarding controversial materials.

This policy revision was written after reviewing current policies from public libraries across the state. The draft policy has been reviewed by, and reflects feedback from, Library District staff at all levels, managers and directors from the seven municipal libraries in Cochise County, and the members of the Cochise County Library District Citizen Liaison Council.

Department's Next Steps (if approved):

The Library District will post and implement the revised policy.

Impact of NOT Approving/Alternatives:

The Library District will retain the 2002 Collection Development Policy, which is out of date.

To BOS Staff: Document Disposition/Follow-Up:

No signatures or document disposition required.

Attachments

2002 Collection Devt Policy

2018 DRAFT Collection Devt Policy



COLLECTION DEVELOPMENT POLICY

COLLECTION DEVELOPMENT POLICY
COCHISE COUNTY LIBRARY DISTRICT

Approved by Board of Directors on September 9, 2002

I. What is the role of the Cochise County Library District?

The mission of Cochise County Library District is to provide essential support services to the seven member city libraries, effective management of the branches and bookmobiles which serve rural residents, and leadership in the development of public library services countywide.

The city libraries in Benson, Bisbee, Douglas, Huachuca City, Sierra Vista, Tombstone and Willcox are member libraries in the Library District. These independent libraries, in accordance with intergovernmental agreements between the cities and the Library District, serve county residents free of charge and participate in the planning and implementation of cooperative countywide projects.

Branch libraries have been organized in the unincorporated communities of Bowie, Portal, Sunizona, Sunsites, and Elfrida. The rural areas of the county are also served by the Library District Bookmobile, which makes about forty stops per month at post offices, general stores, mobile home parks, and elementary schools. A mini-bookmobile provides service to homebound and institutionalized people.

The Library District is a primary source of current titles and basic retrospective collections for the bookmobiles and the branches. The Library District is a secondary source for the city libraries, providing supplementary titles, both current and retrospective, to round out the collections which each city purchases on its own. At any give time, approximately one-half of the Library District's collection is on long-term loan to the libraries.

In addition, the Library District operates a countywide online system that gives access to a shared catalog as well as to the Internet. This system greatly facilitates interlibrary lending within the Library District and also provides the data for cooperative collection development among the Library District libraries. The libraries easily borrow from each other online on behalf of customers, and individual customers are able to place requests online themselves on the website (<http://cochise.lib.az.us>).

The Library District serves as the out of county interlibrary loan center for all of the libraries except Sierra Vista, searching requests on the national database (OCLC) when the items are not available on the countywide database. The Library District also serves as a mid-level Reference Center for the libraries in the county; a professional librarian assists with reference questions which cannot be answered at the local level.

II. How is the Library District funded?

The Cochise County Board of Supervisors serves as the Library District Board of Directors and each year sets the Library District budget and tax rate. The majority of the Library District's budget comes from a secondary tax levied on all property in the county; this is, in most years, supplemented by private, state, and/or federal grants.

III. About our county

Cochise County is a predominantly rural county of about 120,000 residents. About one-third lives in Sierra Vista, whose growth is fueled by the presence of the Fort Huachuca military base. Slightly less than another third lives in the six other incorporated cities. The remaining forty percent of the population lives either on the outskirts of these cities, or in two dozen or more small, isolated unincorporated communities, or on farms and ranches.

Primary occupations include the military, farming and ranching, government, prisons, services and tourism. The median age is 35.9 and 14.7 percent of the population is 65 or older; both of these figures are somewhat higher than the Arizona average. Approximately 26 percent of the total county population is under 18. Of this group, more than 30 percent lives below the poverty level. A majority of the population of Bowie and Douglas is bi-lingual (Spanish-English), and smaller numbers speak both languages in Bisbee, Elfrida, Willcox, and a number of other communities. Sierra Vista includes residents who speak a variety of European and Asian languages.

IV. Who are our users?

The Library District serves all of the residents of the county through its bookmobiles, branch libraries, and member libraries.

In the year 2013, the number of registered borrowers at all of the libraries and bookmobiles is 98,000, or 74 percent of the population. Circulation of barcoded library materials was 634,197 for 2012-13.

V. Who makes decisions about collection development?

Approximately 75 percent of the Library District's current selection is done by the local librarians according to their perception of local needs. The balance of current selection is done by the Library District headquarters staff.

VI. How is the Library District's collection distributed to users?

Librarian orders: Six times per year branch and city librarians have an opportunity to select new materials for which they submit orders to the Library District. The Library District purchases and catalogs these items and sends them to the selecting library on long term loan. The library may keep these materials as long as they choose, and return them to the Library District when no longer needed.

Librarian selections: The local librarians may visit Library District headquarters at any time which is convenient to choose books and other materials on long term loan. The headquarters collection includes older materials which librarians use to flesh out their collections, as well as new materials recently purchased or returned from another library.

Online selections: Local librarians may also search the headquarters collection in the online catalog and request that any items which are available at the Library District be sent to them on long term loan.

On demand: Many out of county libraries will not lend new materials through interlibrary loan. When a local library submits an interlibrary loan request from a customer for a new book published within the last year, the Library District generally buys rather than trying to

borrow through the national network. The requested item is sent to the library for the customer's use. The library may request to keep it on long term loan or return it the Library District.*

Requests: All Library District materials, whether on long term loan to a local library or on the shelf at the Library District headquarters, are available to individual users through the county wide request system. A customer may request an item either at his local library, or online at the countywide website.

VII. How are purchasing decisions made?

When Library District Headquarters staff and local librarians select new books and other items for purchase, they consider the following criteria:

1. Demand for the material.
2. Present and potential relevance to community needs.
3. Critics' and staff members' reviews.
4. Suitability of subject, style, and reading level for the intended audience.
5. Reputation and significance of the author.
6. Relationship to existing materials in the collection on the same subject.
7. Availability and accessibility of the same materials in other libraries and the Library District.

Librarians consult competent review sources such as Booklist and basic lists of standard materials compiled by organizations such as the American Library Association. They check the countywide online catalog to analyze their own holdings and those of the other libraries. They may ask subject experts for specific advice in certain fields. They listen to recommendations from the general public, and study interlibrary loan requests for evidence of user needs and interests.

The Library District frequently buys on demand requests but reserves the right not to, if probable future use is very limited. Final responsibility for selection rests with the Library District Director who operates within the framework of this collection development policy.

*NOTE: As of 2005, on demand titles are routinely sent to the requesting library on long term loan.

VIII. Specific collection goals

Periodicals: The Library District subscribes to book selection tools for the branches and some city libraries. The Library District also subscribes to a modest number of popular magazines for the branch libraries and for reference use at Headquarters. To fill most requests for magazine articles, Library District staff use online resources such as MasterFILE Premier and also request photocopies from larger libraries through OCLC.

Reference: Library District headquarters serves as a reference center for local libraries and provides the answers to mid-level and research level questions for them. To support this service the Library District maintains an in-house collection of basic reference sources and also makes use of the Internet and specialized online tools such as FirstSearch. The Library District is the primary funding source for the branch reference collections, and purchases modest collections of non-circulating reference materials for them. However, the Library District does not generally purchase non-circulating items for the city libraries.

Adult fiction: The Library District buys contemporary fiction and multiple copies of bestsellers based on librarian orders and on demand requests. Local libraries may mark these items 'Local Request' for their initial period of local high use, but should return them to circulating status for the use of the rest of the county as soon as possible. The Library District also attempts to maintain complete runs of the older works of major popular authors in the countywide collection by checking holdings of all libraries when making weeding decisions.

Nonfiction: The Library District buys popular nonfiction based on librarian orders and on demand requests. The Library District does not currently attempt to provide basic coverage in all subject areas in making purchasing or weeding decisions. The ready availability of some types of information on the Internet impacts the traditional goal of maintaining a well-rounded nonfiction collection.

Children's books: Preschool and elementary school aged children form a large and important user group at all of the libraries. The Library District purchases popular children's fiction and nonfiction based on librarian orders and on demand requests. The Library District specifies certain librarian orders each year as children's only. In making weeding decisions, the Library District will keep multiple copies of children's classics on headquarters shelves even if other copies are available countywide.

Young adult: Young adult generally refers to junior and senior high school readers. Some of the larger city libraries maintain separate young adult areas and collections. For any local library who requests this, the Library District will purchase young adult books for librarian orders and on demand requests. In making weeding decisions, the headquarters staff use adult fiction and nonfiction criteria rather than those used for children's books.

Nonbook materials: The Library District purchases a variety of nonbook materials both for librarian orders and for on demand requests from individual customers. Formats include recorded books on CD, musical recordings on CD, computer software, videos, and DVDs.

Large print: The Library District is the principal source of large print books for the minibookmobile, the bookmobile, the branches and several city libraries. The Library District subscribes to a number of standing order plans which automatically send new large prints as they are published. There is a large historical large print collections at Headquarters, which is weeded according to adult fiction and nonfiction criteria.

Paperbacks: Trade paperbacks are purchased and cataloged exactly as hardcover books are. Mass market paperbacks are purchased for the bookmobiles and branches on request for their browsing collections and are not cataloged or barcoded although circulation is still recorded. The Library District does not purchase unbarcoded items for city libraries; however, a collection of donated paperbacks in good condition is available for librarians to choose from when they come to headquarters for selection.

Spanish language materials: The Library District buys Spanish language and bilingual fiction, nonfiction, DVDs and other materials based on librarian orders and on demand requests.

Arizona collection: The Library District buys books about Arizona and the Southwest, books by local authors, and publications of local organizations, based on librarian orders and on demand requests and also recommendations by headquarters staff. In making weeding decisions, the Library District keeps multiple copies of Arizona and local classics, even if other copies are available countywide.

Online resources: The Library District provides access for local libraries to District funded online cataloging resources such as the Library of Congress. The Library District also subscribes to specialized online databases that library customers can use, either at their local library or at the home computers.

IX. Gifts

Gifts of books and other materials are accepted on behalf of the Library District by the Friends of the Cochise County Library, Inc., with the understanding that the Library District may make whatever use of the material it feels is appropriate.

Because an attempt is made to represent a variety of points of view, the Library District will accept works on the doctrine and history of all religious denominations and faiths, as well as all political ideologies and systems, in quantities which are in accord with the concept of collection balance.

The same criteria used for selection of all other materials will be used in evaluating gift materials. Items which are not needed in the collection may be returned to the Friends group for sale. Proceeds from the Friends book sale are used to purchase new books.

X. Maintenance of the collection

An ongoing program of weeding keeps the headquarters collection vital. The Library District's goal is to annually weed and discard approximately the same number of items as were purchased.

Materials are weeded because they are out of date, because they are so badly worn or damaged that they cannot be bound or mended, because they are once popular items that

are no longer used, or because, according to the countywide catalog, there are more copies in the system than circulation warrants.

Because of its interlibrary loan function, the Library District retains some older fiction and nonfiction which provides historical perspective and a wider collection scope than that which is generally available at the local libraries.

Weeded materials are marked 'discarded' and disposed of in accordance with State law and contractual agreements. Library District owned materials which are weeded may be sold at a public sale by the Friends of the Cochise County Library, Inc., and proceeds are used to buy additional materials.

XI. Controversial materials

Cochise County Library District is a tax supported public institution. Since the county's population includes individuals with diverse views and opinions, the Library District's collection necessarily includes a variety of views on controversial topics of interest. Some of the material may be offensive to some individuals or groups because of perceived profanity, social, economic, and political ideas, religious viewpoints, the background of the author, or the kind of information provided. The Library District does not approve of or endorse any particular view or belief represented in its collection. It provides a resource where an individual may freely examine issues and make his own decision.

The choice of library materials by users is an individual matter. Responsibility for the selection of reading material for children and adolescents rests with their parents and legal guardians, who must sign the application of a minor for a library card. While a person may reject materials for him/herself and for his/her children, he/she may not restrict access to the materials by others.

In the selection and use of books and other materials, the Library District subscribes fully to the principles adopted by the American Library Association in its Library Bill of Rights and its Freedom to Read statement, both of which are appended.

XII. Complaint procedure

The Library District recognizes that occasionally a customer may find materials in the collection to be objectionable, and may wish to make a formal complaint.

The procedures outlined in this section will be followed for complaints originating in a branch library or bookmobile. Complaints about Library District materials which are housed in any of the city libraries will normally be handled according to the city library's approved procedure; the District will provide assistance as requested.

Complaints must be in writing, and signed by the individual. Forms for this purpose are available on request at Library District headquarters and from any bookmobile and branch library. A copy of the complaint form is appended.

The fully completed complaint form should be returned to the Library District Director, along with the material in question.

The Library District Director will appoint a three-member committee to evaluate the material in question in light of the customer's request and the collection development policy. The committee will include: the branch library coordinator or, if the complaint originates on the bookmobile, the bookmobile driver; a representative to the District's Citizen Liaison Council; and a member of the Library District's professional staff.

Evaluators will submit their recommendations to the Library District Director, who will make a decision concerning the material. The Library District Director will notify the customer originating the Request for Reconsideration. If the individual is not satisfied with the decision, he/she may appeal to the Board of Directors.

Citizen's Request for Reconsideration of Library Materials

Initiated
by: _____

Telephone: _____ Address: _____

Complaint represents:

SELF _____
(please identify)

ORGANIZATION _____

Material Questioned:

BOOK TITLE _____

AUTHOR _____

COPYRIGHT DATE _____

OTHER LIBRARY/MEDIA MATERIAL _____

Please respond to the following questions. Use additional paper if necessary.

1. Have you read the book in its
entirety? _____

2. To what do you object in this work? Please cite specific instances.

3. What reviews of this book have you read? _____

4. What do you believe is the theme or purpose of this work?

5. Are you aware of the judgment of this work by critics?

6. Are you aware of the library's purpose in purchasing this book?

7. What action do you recommend the library take on this material?

8. Can you recommend alternate materials that would provide adequate information on the subject?

DATE: _____

SIGNATURE: _____

Please return to:
Director, Cochise County Library District, P.O. Drawer AK, Bisbee, AZ 85603
Tel: 520-432-8930
800-231-1574

Library Bill of Rights

The American Library Association affirms that all libraries are forums for information and ideas, and that the following basic policies should guide their services.

- I. Books and other library resources should be provided for the interest, information, and enlightenment of all people of the community the library serves. Materials should not be excluded because of the origin, background, or views of those contributing to their creation.**

Libraries should provide materials and information presenting all points of view on current and historical issues. Materials should not be proscribed or removed because of partisan or doctrinal disapproval.

Libraries should challenge censorship in the fulfillment of their responsibility to provide information and enlightenment.

Libraries should cooperate with all persons and groups concerned with resisting abridgment of free expression and free access to ideas.

A person's right to use a library should not be denied or abridged because of origin, age, background, or views.

Libraries which make exhibit spaces and meeting rooms available to the public they serve should make such facilities available on an equitable basis, regardless of the beliefs or affiliations of individuals or groups requesting their use.

Adopted June 18, 1948.

Amended February 2, 1961, and January 23, 1980, inclusion of "age" reaffirmed January 23, 1996, by the ALA Council.

Freedom to Read Statement

The freedom to read is essential to our democracy. It is continuously under attack. Private groups and public authorities in various parts of the country are working to remove or limit access to reading materials, to censor content in schools, to label “controversial” views, to distribute lists of “objectionable” books or authors, and to purge libraries. These actions apparently rise from a view that our national tradition of free expression is no longer valid; that censorship and suppression are needed to avoid the subversion of politics and the corruption of morals. We, as citizens devoted to reading and as librarians and publishers responsible for disseminating ideas, wish to assert the public interest in the preservation of the freedom to read.

Most attempts at suppression rest on a denial of the fundamental premise of democracy: that the ordinary citizen, by exercising critical judgment, will accept the good and reject the bad. The censors, public and private, assume that they should determine what is good and what is bad for their fellow citizens. We trust Americans to recognize propaganda and misinformation, and to make their own decisions about what they read and believe. We do not believe they need the help of censors to assist them in this task. We do not believe they are prepared to sacrifice their heritage of a free press in order to be “protected” against what others think may be bad for them. We believe they still favor free enterprise in ideas and expression.

These efforts at suppression are related to a larger pattern of pressures being brought against education, the press, art and images, films, broadcast media, and the Internet. The problem is not only one of actual censorship. The shadow of fear cast by these pressures leads, we suspect, to an even larger voluntary curtailment of expression by those who seek to avoid controversy.

Such pressure toward conformity is perhaps natural to a time of accelerated change. And yet suppression is never more dangerous than in such a time of social tension. Freedom has given the United States the elasticity to endure strain. Freedom keeps open the path of novel and creative solutions, and enables change to come by choice. Every silencing of a heresy, every enforcement of an orthodoxy, diminishes the toughness and resilience of our society and leaves it the less able to deal with controversy and difference.

Now as always in our history, reading is among our greatest freedoms. The freedom to read and write is almost the only means for making generally available ideas or manners of expression that can initially command only a small audience. The written word is the natural medium for the new idea and the untried voice from which come the original contributions to social growth. It is essential to the extended discussion that serious thought requires, and to the accumulation of knowledge and ideas into organized collections.

We believe that free communication is essential to the preservation of a free society and a creative culture. We believe that these pressures toward conformity present the danger of limiting the range and variety of inquiry and expression on which our democracy and our culture depend. We believe that every American community must jealously guard the freedom to publish and to circulate, in order to preserve its own

freedom to read. We believe that publishers and librarians have a profound responsibility to give validity to that freedom to read by making it possible for the readers to choose freely from a variety of offerings. The freedom to read is guaranteed by the Constitution. Those with faith in free people will stand firm on these constitutional guarantees of essential rights and will exercise the responsibilities that accompany these rights.

We therefore affirm these propositions:

It is in the public interest for publishers and librarians to make available the widest diversity of views and expressions, including those that are unorthodox or unpopular with the majority.

Creative thought is by definition new, and what is new is different. The bearer of every new thought is a rebel until that idea is refined and tested. Totalitarian systems attempt to maintain themselves in power by the ruthless suppression of any concept that challenges the established orthodoxy. The power of a democratic system to adapt to change is vastly strengthened by the freedom of its citizens to choose widely from among conflicting opinions offered freely to them. To stifle every nonconformist idea at birth would mark the end of the democratic process. Furthermore, only through the constant activity of weighing and selecting can the democratic mind attain the strength demanded by times like these. We need to know not only what we believe but why we believe it.

Publishers, librarians, and booksellers do not need to endorse every idea or presentation they make available. It would conflict with the public interest for them to establish their own political, moral, or aesthetic views as a standard for determining what should be published or circulated.

Publishers and librarians serve the educational process by helping to make available knowledge and ideas required for the growth of the mind and the increase of learning. They do not foster education by imposing as mentors the patterns of their own thought. The people should have the freedom to read and consider a broader range of ideas than those that may be held by any single librarian or publisher or government or church. It is wrong that what one can read should be confined to what another thinks proper.

It is contrary to the public interest for publishers or librarians to bar access to writings on the basis of the personal history or political affiliations of the author.

No art or literature can flourish if it is to be measured by the political views or private lives of its creators. No society of free people can flourish that draws up lists of writers to whom it will not listen, whatever they may have to say.

There is no place in our society for efforts to coerce the taste of others, to confine adults to the reading matter deemed suitable for adolescents, or to inhibit the efforts of writers to achieve artistic expression.

To some, much of modern expression is shocking. But is not much of life itself shocking? We cut off literature at the source if we prevent writers from dealing with the stuff of life. Parents and teachers have a responsibility to prepare the young to meet the diversity of experiences in life to which they will be exposed, as they have a responsibility to help them learn to think critically for themselves. These are affirmative responsibilities, not to be discharged simply by preventing them from reading works for which they are not yet prepared. In these matters values differ, and values cannot be legislated; nor can machinery be devised that will suit the demands of one group without limiting the freedom of others.

It is not in the public interest to force a reader to accept with any expression the prejudgment of a label characterizing it or its author as subversive or dangerous. The ideal of labeling presupposes the existence of individuals or groups with wisdom to determine by authority what is good or bad for the citizen. It presupposes that individuals must be directed in making up their minds about the ideas they examine. But Americans do not need others to do their thinking for them.

It is the responsibility of publishers and librarians, as guardians of the people's freedom to read, to contest encroachments upon that freedom by individuals or groups seeking to impose their own standards or tastes upon the community at large.

It is inevitable in the give and take of the democratic process that the political, the moral, or the aesthetic concepts of an individual or group will occasionally collide with those of another individual or group. In a free society individuals are free to determine for themselves what they wish to read, and each group is free to determine what it will recommend to its freely associated members. But no group has the right to take the law into its own hands, and to impose its own concept of politics or morality upon other members of a democratic society. Freedom is no freedom if it is accorded only to the accepted and the inoffensive.

It is the responsibility of publishers and librarians to give full meaning to the freedom to read by providing books that enrich the quality and diversity of thought and expression. By the exercise of this affirmative responsibility, they can demonstrate that the answer to a "bad" book is a good one, the answer to a "bad" idea is a good one.

The freedom to read is of little consequence when the reader cannot obtain matter fit for that reader's purpose. What is needed is not only the absence of restraint, but the positive provision of opportunity for the people to read the best that has been thought and said. Books are the major channel by which the intellectual inheritance is handed down, and the principal means of its testing and growth. The defense of the freedom to read requires of all publishers and librarians the utmost of their faculties, and deserves of all citizens the fullest of their support.

We state these propositions neither lightly nor as easy generalizations. We here stake out a lofty claim for the value of the written word. We do so because we believe that it is possessed of enormous variety and usefulness, worthy of cherishing and keeping free. We realize that the application of these propositions may mean the dissemination of ideas and manners of expression that are repugnant to many persons. We do not state these propositions in the comfortable belief that what people read is unimportant. We believe rather that what people read is deeply important; that ideas can be dangerous; but that the suppression of ideas is fatal to a democratic society. Freedom itself is a dangerous way of life, but it is ours.

This statement was originally issued in May of 1953 by the Westchester Conference of the American Library Association and the American Book Publishers Council, which in 1970 consolidated with the American Educational Publishers Institute to become the Association of American Publishers.

Adopted June 25, 1953; revised January 28, 1972, January 16, 1991, July 12, 2000, by the ALA Council and the AAP Freedom to Read Committee.

A Joint Statement by:

[American Library Association](#) and
[Association of American Publishers](#)

Subsequently Endorsed by:

[American Association of University Professors](#)

[American Booksellers Foundation for Free Expression](#)
[American Society of Journalists and Authors](#)
[American Society of Newspaper Editors](#)
[Anti-Defamation League of B'nai B'rith](#)
[Association of American University Presses](#)
[Center for Democracy & Technology](#)
[The Children's Book Council](#)
[The Electronic Frontier Foundation](#)
[Feminists for Free Expression](#)
[Freedom to Read Foundation](#)
[International Reading Association](#)
[The Media Institute](#)
[National Coalition Against Censorship](#)
[National PTA](#)
[Parents, Families and Friends of Lesbians and Gays](#)
[PEN American Center](#)
[People for the American Way](#)
[Student Press Law Center](#)

COCHISE COUNTY LIBRARY DISTRICT COLLECTION DEVELOPMENT POLICY

The mission of the Cochise County Library District is to promote and share the joy of reading, the discovery of ideas, and the power of information. A balanced, thoughtfully selected, and well-maintained library collection is critical to fulfilling that mission.

The Cochise County Library District follows the public library tradition set forth in the American Library Association's *Library Bill of Rights* (attachment A).

A public library with finite resources has the challenge of providing access to information on every topic a patron might want or need to learn about. The Cochise County Library District works to meet that goal by learning about the community and considering the wide range of information available when making collection decisions.

The Cochise County Library District consists of five rural branch libraries operated by the Library District (Bowie, Elfrida, Portal, Sunizona, and Sunsites), and seven municipal libraries that are independently operated by their respective cities or towns (Benson, Bisbee, Douglas, Huachuca City, Sierra Vista, Tombstone, and Willcox). The Library District is the primary source of current titles and retrospective collections for the branch libraries, and a secondary source for the city libraries, providing long-term loans of supplementary materials to round out the collections which each municipality purchases on its own.

Selection Criteria

Most library materials purchased by the Library District are selected at the local level, according to standard public library selection criteria:

- Public demand and interest;
- Author's reputation and significance as a writer, without regard to political, racial, religious, or other affiliation;
- Present and potential relevance to community needs;
- Critical reviews;
- Presentation and readability, including suitability of subject, style, and reading level for the intended audience;
- Relationship to existing materials in the collection covering like subject matter, and availability of the material or information elsewhere;
- Reflection of all sides of issues;
- Quality of the physical format;
- Self-published materials and works by local authors are evaluated according to the same criteria listed above.

In addition to nonfiction works on a wide variety of topics, the Library District strives to offer a balanced and vibrant collection of fiction and popular materials in a range of formats including audiobooks, DVDs, CD music, ebooks, downloadable audiobooks, and digital magazines.

Libraries frequently purchase materials requested by library users. Requests are evaluated according to the standard selection criteria, and an item may not be selected if it is of limited interest, scholarly, has received unfavorable reviews, or can be borrowed through Interlibrary Loan.

While individual selection decisions are made locally, ultimate responsibility for the Library District's collection rests with the Library District Director, who operates within the framework of this collection development policy.

Collection Management

Just as the Library District selects items for purchase, it can also withdraw an item if it provides outdated or incorrect information, is in poor physical condition, has not been borrowed in an extended period, and is not considered a core or classic work related to its subject matter. Items may also be withdrawn if the number of copies exceeds demand. The purpose of withdrawing items from the collection is to make sure the collection is relevant, reliable, and meets community needs and interests.

Withdrawn materials may be sold by the Cochise County Procurement Department, or by the Friends of the Cochise County Library District, a nonprofit group which works to support library programs and services. Withdrawn items may also be used to stock community bookshelves, Free Book Boxes, or other sites that make books available to the public at no charge.

Controversial Materials

Because the library strives to present a wide variety of viewpoints, some library materials may be offensive to individual library users or groups. The Library District does not promote or endorse any particular view or belief represented in its collection. Instead, it provides a variety of resources so that an individual may freely examine issues and make their own decisions.

The choice of library materials by a user is an individual matter. Responsibility for the selection of reading and viewing material for children and adolescents rests with their parents or legal guardians, who must sign the application of a minor for a library card. While a person may reject materials for him or herself and his or her children, they may not restrict access to the materials by others.

Reconsideration Procedure

The Library District recognizes the right of individuals to question library materials in the District's collection. The procedures outlined in this section will be followed for complaints originating in a branch library (Bowie, Elfrida, Portal, Sunizona, or Sunsites) or relating to materials held at Library District headquarters. Complaints about Library District materials which are housed at any of the municipal libraries will normally be handled according to the individual library's approved procedure; the Library District will provide assistance as requested.

A library customer questioning a title held at the Library District or one of the branches is encouraged to contact the Library District Director to discuss their concerns. If the customer wishes to formally state his or her opinion and receive a written response, they may submit a Request for Reconsideration of Library Materials form (attachment B), which is available through the Library District office, at any

branch library, and on the Library District website. Completed Request for Reconsideration forms should be returned to the Library District Director.

Upon receiving a Request for Reconsideration, the Library Director will appoint a three-member committee to evaluate the material in question. The committee will consist of the branch manager, if the complaint originates at a branch, or a professional member of the Library District staff, if the item is housed at the Library District; a representative from the Library District's Citizen Liaison Council; and a professional librarian from one of the city libraries. The committee will consider the complaint in the light of the customer's request and the Library District's Collection Development Policy.

Evaluators will submit their recommendations to the Library District Director, who will make a decision concerning the material. The Library District Director will notify the customer of the decision in writing. If the individual is not satisfied with the decision, he or she may appeal to the Cochise County Library Board. The Cochise County Library Board is made up of the members of the Cochise County Board of Supervisors.

Gifts and Donations

The Cochise County Library District accepts donations of books and other library materials. Library District staff and Branch Managers retain the authority to accept or decline gifts. Library staff evaluate donated items for possible inclusion in the library collection, using the selection criteria described above.

Materials that are not added to the collection may be sold by the Cochise County Procurement Department or the Friends of the Cochise County Library District, or may be donated to community organizations that offer books to the public. Some branch libraries have independent Friends of the Library groups, which support library services in their communities. Items donated to individual branches may be sold by their Friends groups.

The Library District does not evaluate or appraise donated materials for tax purposes.

Library Bill of Rights

The American Library Association affirms that all libraries are forums for information and ideas, and that the following basic policies should guide their services.

- I. Books and other library resources should be provided for the interest, information, and enlightenment of all people of the community the library serves. Materials should not be excluded because of the origin, background, or views of those contributing to their creation.
- II. Libraries should provide materials and information presenting all points of view on current and historical issues. Materials should not be proscribed or removed because of partisan or doctrinal disapproval.
- III. Libraries should challenge censorship in the fulfillment of their responsibility to provide information and enlightenment.
- IV. Libraries should cooperate with all persons and groups concerned with resisting abridgment of free expression and free access to ideas.
- V. A person's right to use a library should not be denied or abridged because of origin, age, background, or views.
- VI. Libraries which make exhibit spaces and meeting rooms available to the public they serve should make such facilities available on an equitable basis, regardless of the beliefs or affiliations of individuals or groups requesting their use.

Adopted June 19, 1939 by the ALA Council; amended October 14, 1944; June 18, 1948; February 2, 1961; June 27, 1967; and January 23, 1980; inclusion of "age" reaffirmed January 23, 1996.

Although the Articles of the *Library Bill of Rights* are unambiguous statements of basic principles that should govern the service of all libraries, questions do arise concerning application of these principles to specific library practices.

To assist libraries, the Intellectual Freedom Committee of the American Library Association has designated a number of documents as "Interpretations of the Library Bill of Rights." Those documents have been adopted by the ALA Council and represent the policies of the American Library Association:

"Interpretations of the Library Bill of Rights", American Library Association, July 30, 2007.

<http://www.ala.org/advocacy/intfreedom/librarybill/interpretations> (Accessed January 24, 2018)

Document ID: 066677f2-3938-cbb4-7dba-2edff70d279b

Cochise County Library District Request for Reconsideration of Library Materials

The Cochise County Library District welcomes the opinions of its customers concerning items in its collection. The policy on selecting materials has been attached for your review. To help us understand your concerns, please answer each question as completely as possible. A written response will be sent to you.

Your name _____ Date _____

Address _____ ZIP _____

Library Card # _____

Material on which you are commenting:

Book Movie Music Other _____

Title _____

Author / Artist _____

1. What brought this item to your attention? _____

2. Have you read the book (or reviewed the material) in its entirety? Yes No

3. Why would you like this material to be reconsidered? Please be specific about your concerns or objections, including page numbers or specific passages. Use the back of this form if necessary.

4. What action do you recommend the library take on this material?

5. What items would you recommend in place of or in addition to the title in question?

Date _____ Signature _____

Please return this form to:

Director, Cochise County Library District, P.O. Drawer AK, Bisbee, AZ 85603