Delivery Program

I. Purpose and Scope: This policy outlines the criteria and guidelines for providing delivery to patrons who cannot visit the Patrick Heath Public Library (PHPL).

II. Delivery Program Operations:

- Deliveries will be made by PHPL representatives.
- The library’s van may be used by PHPL staff for deliveries.
  1. Use of the van requires scheduling and approval through the Outreach Coordinator.
- Personal vehicles may be used by PHPL representatives for deliveries.

III. Delivery Program Services:

1. Program Eligibility
   - Eligibility will be determined by the Outreach Team of the PHPL and requires the patron to reside within Kendall County, have a valid PHPL library card, and have difficulty visiting the main library due but not limited to one of the following:
     1. senescence (agedness)
     2. mobility restrictions due to a medical condition
     3. residing in an assisted living facility
     4. temporary or permanent disability
     5. lack of available transportation

2. Program Overview:
   - PHPL representatives will deliver books and other library materials to patrons who are deemed eligible for delivery by the Outreach Coordinator.
   - The library staff will coordinate scheduled deliveries and pickups through the Outreach Coordinator or other Outreach Team Member to ensure access for all community members.

At the discretion of the PHPL representative making deliveries, the library may provide other assistance during deliveries (i.e. help applying for a library card, help with checking out and downloading electronic library materials, help with personal technological devices, etc.). A waiver will need to be signed by the patron to allow permission for the PHPL representative to enter the home if needed.

3. Program Schedule:
   - Delivery and pickup will be made weekly staffing capacity permitting.
   - An Outreach Team Member will contact each delivery program patron at least 24 hours prior to weekly delivery to confirm library material choices for that week’s delivery and place additional materials on reserve as requested.
   - On occasions in which delivery would fall on a day the PHPL is closed, delivery will be moved to an earlier date, notification for the change in
The schedule will be provided with the previous week’s delivery as well as by the Outreach Team Member contacting them for library material choices.

- Delivery and pickup are ultimately at the discretion of the Outreach Team and can be canceled/changed if needed, notification of book delivery cancellation will be provided to delivery program patrons as soon as possible.

4. Program Material and Loan Policies
   - Existing PHPL policies apply to delivery patrons with the following exceptions:
     1. Delivery program patrons can request up to two (2) free Interlibrary Loan materials each month (availability of material permitting).
     2. Delivery program materials cannot be renewed.
     3. Delivery program patrons will not be charged fines.
     4. Delivery program patrons will be forgiven one (1) lost material each year, and then required to pay for any lost materials thereafter.
     5. Delivery program patrons can reserve up to ten (10) items through their online account.

IV. Patron Account Problems:

1. Lost/Damaged Items:
   - Limitations will be placed on delivery program patron accounts that continually lose or damage materials. These limitations may include:
     1. Lowering material reserve and check out limit
     2. Reducing frequency of delivery

2. Overdue Items
   - Limitations will be placed on delivery program patron accounts that continually turn in items past the date they are due. These limitations may include:
     1. Lowering material reserve and check out limit
     2. Reducing frequency of delivery
   - Limitations will be decided by the Outreach Coordinator and communicated respectfully to the patron. Removal of these limitations will be considered at the request of the patron and only after six (6) months from initial set date of limitation.

V. Program Safety and Determination of Service:

- If at any point a PHPL representative making deliveries feels unsafe, the delivery will not be completed and will be reported to the Outreach Coordinator.
- PHPL may recommend suspension or termination of the delivery service for any reason or if any of the following conditions exist:
  1. Items are frequently lost/damaged or overdue.
  2. No one is home at time of delivery and pick up.
  3. Pets are not confined (except for service animals).
  4. There is no clear and safe path to the home.
  5. Any person is dressed in revealing attire.
  6. Any person is presenting threatening or harassing behavior.
  7. Any person is using abusive or obscene language or gestures; or displaying obscene images.
  8. Any person is exhibiting signs of illness that may jeopardize the health of the PHPL representative and the PHPL has not been notified of illness.
  9. Any person is engaging in illegal activity in the home at the time of the delivery or pick up.
  10. Conditions approaching the home are unsafe or unsanitary.

Services are provided at the sole discretion of PHPL. If PHPL representatives determine that a suspension or termination of service is appropriate, the PHPL representative shall provide the Library Director or designee with notice of the action with sufficient justification and recommendation of service termination, or length of suspension of service.

The Library Director or designee will make the determination and notify the patron of determination in writing.

An individual may appeal termination of service to the Library Director within ten (10) days of notification of the termination. The Library Director’s decision will be submitted in writing to the Boerne Public Library Advisory Board (BPLAB) at their next regularly scheduled meeting. The BPLAB shall issue a decision in writing to the complainant within ten (10) days of that meeting. If the individual is not satisfied with the decision of the BPLAB, they may pursue the matter with the Boerne City Manager, whose determination is final.

VI. Patron Feedback:

1. Feedback Mechanism:
   - The library welcomes feedback from patrons regarding outreach services and programs.
   - A designated suggestion form will be available online and at all library locations, and at the request of delivery program patrons.
   - Feedback will be reviewed by the Outreach Team, which will respond to any suggestions or feedback in a timely manner.
VII. Service Evaluation:

1. Regular Assessment:
   - The library will conduct periodic evaluations of the delivery program’s impact on program patrons.
   - Adjustments to the schedule and services will be made based on community needs and feedback.

VIII. Amendments to Policy: This policy will be periodically reviewed, and amendments may be made to enhance the effectiveness and relevance of delivery program services.

Attachment to Policy:

1. Delivery Program Patron Liability Waiver

Initially adopted: April 11, 2024
PATRICK HEATH PUBLIC LIBRARY
DELIVERY PROGRAM PATRON LIABILITY WAIVER

Fill out Front and Back

Patron’s Name: ________________________________________________________________

Parent/Guardian
Name (if under 18 yrs.): _______________________________________________________

Relationship to Patron: _______________________________________________________

Address: ______________________________________________________________________

City: ________________________________ State: ________ Zip: ___________________

Birth Date: ___________________________

Contact Phone #1: ____________________________

Contact Phone #2: ____________________________

E-Mail: _______________________________________________________________________

Emergency Contact: _______________________________________________________________________

Emergency Contact Relationship: ____________________________ Phone #: _____________________________

WAIVER OF LIABILITY, RELEASE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

That I, _________________________________ (print patron name or parent/guardian name if child is under 18 yrs.), the undersigned, for and in sole consideration of receiving library outreach services (the “Services”) provided by the Patrick Heath Public Library, and recognizing that the activity has some risks to persons and property, do hereby agree to assume the risks and dangers attendant to such activity, including but not limited to property damage and/or personal injury as a result of participating in the activity or resulting from the acts of third parties whether caused by errors, omissions, or negligent acts of myself or third parties.

I DO HEREBY FOREVER WAIVE ALL CLAIMS, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY OF BOERNE AND ALL OF ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES FROM ANY AND ALL LIABILITY, CLAIMS, SUITS,
DEMANDS, EXPENSES OF LITIGATION OR CAUSES OF ACTION WHICH MAY ARISE BY REASON OF INJURY TO PERSONS, OR DAMAGE TO OR LOSS OF USE TO ANY PROPERTY OCCASIONED BY ERROR, OMISSION OR NEGLIGENT ACT OF MYSELF OR ANY THIRD PARTY WITH REGARD TO THE SERVICES, AND I WILL, AT MY OWN COST AND EXPENSE, DEFEND AND PROTECT THE CITY OF BOERNE AGAINST ANY AND ALL SUCH CLAIMS AND DEMANDS.

I DO HEREBY FURTHER AGREE TO FOREVER INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY OF BOERNE AND ALL OF ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSE OF LITIGATION, INCLUDING BUT NOT LIMITED TO COURT COSTS AND ATTORNEY FEES FOR DEATH, INJURY TO OR DEATH OF ANY PERSON, INCLUDING MYSELF, OR FOR LOSS, DAMAGE TO OR LOSS OF USE OF ANY PROPERTY, INCLUDING MY OWN, ARISING OUT OF OR IN CONNECTION WITH THE SERVICES.

I also assume full responsibility for all medical and emergency expenses in the event of an accident, injury, illness or other incapacity, regardless of whether I have authorized such expenses.

I also agree that the City, its officials, employees, agents and representatives have the authority to take photos of me as part of City activities. The photos may be taken and used, including publication, without my express consent or knowledge and without any payment due to me. No photos will be taken inside the patron’s home.

It is further agreed that the execution of this Waiver of Liability, Release, Indemnification and Hold Harmless Agreement will not constitute a waiver by the City of Boerne of the defense of governmental immunity, where applicable, or any other defense recognized at law or equity.

I, the undersigned have read this Waiver of Liability, Release, Indemnification and Hold Harmless Agreement and understand its terms. I execute it voluntarily and with full knowledge of its significance.

SIGNED this the______ day of _______________________, 20______

__________________________________________
Signature

__________________________________________
Printed or Typed Name

__________________________________________
Witness (Staff Only)