



EVANSTON PUBLIC LIBRARY BOARD OF TRUSTEES

BOARD MEETING PACKET

WEDNESDAY, APRIL 18, 2018

6:00 P.M.

COMMUNITY MEETING ROOM

EVANSTON PUBLIC LIBRARY BOARD OF TRUSTEES
Wednesday, April 18, 2018

Chat with a Trustee
6:00 P.M. – 6:30 P.M.

Meeting of the Board
6:30 P.M.

Evanston Public Library, 1703 Orrington Avenue, Main Community Room

AGENDA

1. CALL TO ORDER / DECLARATION OF QUORUM

2. CITIZEN COMMENT

Not to exceed 15 minutes

3. CONSENT AGENDA

- A. Approval of Minutes of March 21, 2018 Regular Meeting
- B. Approval of Bills and Payroll

4. INFORMATION/COMMUNICATIONS

- A. Robert Crown Branch Library Project Update
- B. Robert Crown Hours of Operation (Discussion)
- C. City of Evanston IT Update (Luke Stowe)

5. LIBRARY DIRECTOR'S REPORT

6. STAFF REPORTS

- A. Administrative Services Report (Teri Campbell)

7. BOARD REPORTS

8. BOARD DEVELOPMENT

9. UNFINISHED BUSINESS

- A. Circulation Policy (Kim Hegelund) (For Discussion and Action)

10. NEW BUSINESS

- A. Appointment of Nominating Committee
- B. Future of the Book Sale (For Discussion)
- C. Security (For Discussion)
- D. Close ProPay Account and Transition to First Data (For Action)
- E. Requiring a minimum of \$1.00 for credit card transactions (For Discussion and Action)
- F. Approval of Change in Non-Resident Card Fee (For Action)
- G. Renewal of Siemens Contract (For Action)
- H. Closed Session – Personnel (Library Director Evaluation)

11. ADJOURNMENT

Next Meeting: May 16, 2018 at 6:30 pm



MEETING MINUTES
EVANSTON PUBLIC LIBRARY BOARD OF TRUSTEES
Wednesday, March 21, 2018
6:30 P.M.

Evanston Public Library, 1703 Orrington Avenue, Community Meeting Room

Members Present: Socorro Castro, Adam Goodman, Shawn Iles, Margaret Lurie, Vaishali Patel, Benjamin Schapiro, Sandra Smith

Members Absent: Tori Foreman

Staff: Karen Danczak Lyons, Teri Campbell, Kim Hegelund, Justine Janis, John Devaney, Connie Heneghan

Presiding Member: Benjamin Schapiro, President

ALL TO ORDER/DECLARATION OF QUORUM - A quorum was present and President Schapiro called the meeting to order at 6:43 pm.

CITIZEN COMMENT – No citizen comments

CONSENT AGENDA

- A. Approval of the January and February Bills and Payroll and Minutes of January 17 and February 21, 2018 Board Meetings** Vaishali Patel moved to approve the Bills and Payroll and the minutes of the two meetings. Shawn Iles seconded the motion and it was approved by voice vote.

INFORMATION/COMMUNICATIONS

- A. Robert Crown Branch Library Project Update** – Director Karen Danczak Lyons reported that design and planning is ongoing. The groundbreaking is scheduled for June 8, 2018 and construction will begin immediately thereafter. The library branch will tentatively open September 2019 and library staff are beginning to plan for the collections at the branch, with an emphasis on cultural diversity and inclusion of Spanish-language materials.
- B. Robert Crown Branch Library Hours of Operation** - Director Danczak Lyons asked the trustees whether the new branch hours should be consistent with the North and CAMS locations (which are closed on Thursdays and Sundays) or should adopt different hours. Benjamin Schapiro and Vaishali Patel agreed that the Robert Crown branch hours should align with peak activity at the community center. Director Danczak Lyons will work with City of

Evanston Parks and Recreation to learn more about foot traffic at Robert Crown. Director Danczak Lyons also stated that the new branch will require additional staffing, compared to CAMS. Shawn Iles and Adam Goodman both supported dedicating additional resources in order to reach more Evanstonians and have a greater impact on community. President Schapiro asked for this discussion to be continued at April Board Meeting.

LIBRARY DIRECTOR'S REPORT

- A. Director's Report-** Director Danczak Lyons reminded Board Members about changes to City of Evanston email forwarding.

STAFF REPORT

- A. Administrative Services Report** – Assistant Director Teri Campbell reported that Kathleen Lanigan, long-time business librarian, retired. Hiring is ongoing to replace her position as well as several other open positions. Library finances are in good standing. John Devaney, Facilities Supervisor, reported that improvements to the North branch location are complete and weatherproofing of the main library will be done in August.
- B. Polaris Update and Circulation Policy** – Kim Hegelund, Assistant Circulation Manager, reported on the new Polaris integrated library system, which will include a new catalog for patrons and new staff workflows. The new system will go live April 17. All public service staff are currently undergoing training on the system and planning for the four-day transition starting April 13. During the transition, checkouts will still happen but patrons will need to bring their library cards. Patrons will not be able to receive new library cards, access their online account, or pay fines during that four-day transition period. Changes to current library requirements were proposed to align the policies of each member of the consortium. The changes call for patrons to present picture ID, proof of residency and date of birth. In addition, the option for text messaging notification has been added with the new ILS system. Those who elect to use this option will need to submit wireless carrier information. Some changes were met with concern by Trustees Goodman and Schapiro. They asked for modified language to be more inclusive and reduce barriers to getting a new card. Those policies will be discussed at the April Board Meeting. The proposed policy changes to 3) allow patrons to link cards and 4) send patrons over the age of 18 to collections for fines or lost materials over \$25 were approved unanimously by voice vote. Sandra Smith motioned and Adam Goodman seconded. Finally, Hegelund recommended that inactive accounts from 1983 – 2010 be purged from the system, which includes \$393,498 in uncollectable debt. Sandra Smith motioned and Adam Goodman seconded. The motion was approved by voice vote.

C. Social Work Update – Library Social Worker, Justine Janis, reported on social work at the library since February 2017. Since that time, she has provided 470 hours of service to patrons, about half of which are homeless and 79% are from Evanston. She’s also provided 140 hours of support to staff, including quarterly staff training. Partnerships with organizations such as Connections for the Homeless and Trilogy Behavioral Health are strong and allows for seamless hand-off of patrons. Upcoming programs such as the Mental Health & Wellness Fair in April and the Girls be Heard! workshop are also providing much needed supports to patrons.

BOARD REPORTS

A. Development Committee – Shawn Iles reported on the Donor & Volunteer Recognition event on May 3.

NEW BUSINESS

A. Approval of 2017 Illinois Public Library Annual Report – Direct Danczak Lyons asked for approval of the 2017 IPLAR. Adam Goodman motioned and Sandra Smith seconded The Board approved this with a unanimous voice vote.

B. Approval of Resolution for Signatories on Vanguard Account – Direct Danczak Lyons asked to add Teri Campbell as a signatory on the Vanguard account. Adam Goodman motioned and Sandra Smith seconded. The Board approved this with a unanimous voice vote.

C. Approval of Healthy Workplace/Sexual Harassment Policy Update - Direct Danczak Lyons asked for approval of the City of Evanston sexual harassment policy. Adam Goodman motioned and Sandra Smith seconded. The Board approved this with a unanimous voice vote.

EXECUTIVE SESSION

The Board moved to Executive Session at 8:37pm to discuss the Library Director Evaluation Process.

ADJOURNMENT – President Schapiro motioned to adjourn the meeting at 9:06pm.

The motion was seconded by Sandra Smith and approved by voice vote.

Respectfully Submitted,

Vaishali Patel

Next Meeting: Wednesday, April 18, 2018 at 6:30 pm Evanston Public Library, Community Meeting Room.

DRAFT

Library Director's Report March 21, 2018

Updates:

Summer Reading:

All of the program and event descriptions and the reading log for the 2018 Summer Reading Program (SRP) have been finalized and submitted to Jill Schacter and the graphic artist. The development team worked with Renee Neumeier and Kim Hiltwein to develop a process for soliciting donations for the program, including a letter that was sent out to area businesses. This year we'll be piloting raising awareness through the distribution of one page flyers at the schools and in the Round Table. The SRP booklet will be available at all library locations and community locations throughout the City as well as at community events.

ETHS Black Summit:

Multiple staff members volunteered at the event. They assisted with setup, registration and some staff took part in the breakout sessions.

Outcomes:

Assessments, Metrics and initiative results:

Computer/Internet Use													
	Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	FYTD
Main	4,080	3,741											7,821
North Branch	191	225											416
CAMS	467	440											907
Computer Lab	154	150											304
Overall Computer/Internet Use	4,892	4,556	-	-	-	-	-	-	-	-	-	-	9,448
Website Visits													
All Location	45,235	39,492											84,727
Wifi Users													
All Location	25,000	25,000											50,000
Library Visits													
Main	40,320	35,827											76,147
North Branch	3,798	3,593											7,391
CAMS	3,362	3,338											6,700
Overall Library Visits	47,480	42,758	-	-	-	-	-	-	-	-	-	-	90,238

Partnerships and collaborations:

Please note the numerous partnerships highlighted in the reports below.

Children's Services Highlights from Jan Bojda and team include:

Knuffle Bunny program



Thanks to Meyer and Imagine U theater our successful partnership continues to support their children's theater and bring popular programming to our families.

A thank from Imagine U at NU:

Dear Martha,

Thank you again so so much for putting together a beautiful event in promotion and support of *Knuffle Bunny*. It was truly a wonderful morning, and I am so glad that this partnership is beginning to flourish. What an awesome way to engage the Evanston community not only in their local library but in the family series at NU.

As promised, here are some photos I took from the reading/performance.

Thanks again,
Amy Nadal

Meyer, Iverson and Mo along with our stellar volunteers from the Chinese Community held another successful Chinese New Year celebration to welcome in the "Year of the Dog."



Volunteer, Linda Wu introduces a chinese dance:



And of course, a parade:



We also continue to partner with COE and local family oriented businesses in the Little Explorers program. We were represented at this year's open house by Miguel Ruiz and our Bilingual Storytime and Craft with Hilda Gonzalez and artist Mr. Piloto was a part of this year's progressive play date.

We partnered with COE PRCC to promote the upcoming children's theater production of The Phantom Tollbooth. PRCC staff held a theater games event here for patrons.

Wilson attended ALA midwinter. He currently is serving on the ALSC budget committee. While there he attended several programs on diversity.

Wilson served as a judge for the Audie's Award for audiobooks and as a judge for the Society of Midlands Authors Children's Fiction Award. These were both on his own time.

Upper El is a relatively new program for us. Iverson coordinates our Saturday teams once each month to create a hang out space for young patrons in grades 3-5. Sindelar has been the craft coordinator for the sessions. Her specific duties included craft prep (some children did 4 crafts each) and a secret valentine book program for February. The book program was a hit with the gentle readers and gung-ho readers of the group.

This program supports the joy of lifelong learning and the pleasure of reading.

Outcomes:

This program continues our work to develop programming that appeals to upper elementary students.

Outcome:

A wide array of programs that strengthened community partnerships, built our community of users, reinforced literacy and learning.

**Children’s Outreach Highlights from Laura Antolin include:
Community Partnerships:**

● **IWSE Teen Baby Winter Wonderland:**

Tabled at event, provided library information, library cards, interacted with families

- Impact: Library resources shared with families with at-risk children.
- Outcome: 35 participants, 3 library cards made

● **Y.O.U. :**

Meeting to plan SRP participation of Y.O.U. elementary youth

● **STEM Fest:**

Planning committee meeting for K-5 STEM Fest; will provide session and booth again this year.

● **EC2C:**

Our Parent/Caregiver Empowerment team is planning a Community Play Date (June 2) at Family Focus. The Community Play Date will focus on the *Talk Read Sing* community campaign and invite community members with kids 0-3 to attend and take part in activities and music and take home resources and books.

Monarch Readers Committee:

Participated in final year as reader for the Monarch Committee Award in Champaign/Urbana to choose 2019 Monarch Award books.

Communityworks grant:

- Home Daycare Book bags were delivered to Home Daycare providers and centers (IWSE (4 bags), Kindercare (3 bags) and YMCA Head Start (2 bags).
 - Impact: Children are supported in their early literacy development to get ready for kindergarten through access to books, information and resources. Resources and quality of the early literacy activities provided by Home Daycare providers and centers are significantly increased.

- Outcome: 23 Book Bags were delivered (14 Book bags to home providers and 9 Book Bags were delivered to centers.) Home daycare providers and center teachers will have additional resources to increase literacy. Center teachers have all thanked me for delivering Book Bags and remarked on how the books have added to their classroom.

Y.O.U.:

At Washington and Walker Schools, I set up books in the lobby - other students and teachers are always interested in looking at the display and at Washington, I often check out 1-2 books to other students after serving Y.O.U. youth. At Oakton, books are displayed in the gym and at Dawes, I'm in a classroom.

- Visited Oakton Y.O.U. and checked out books to afterschool youth
- Visited Washington Y.O.U. and checked out books to afterschool youth
- Visited Dawes Y.O.U. and checked out books to afterschool youth
- Visited Walker Y.O.U. and checked out books to afterschool youth
 - Impact: Through these partnerships, library services will be expanded to provide more equitable access to programs and services.
 - Outcome: 23 books were checked to you at Oakton; 22 books checked out to youth from Washington; 30 books were checked out to youth at Dawes; 23 books checked out to youth at Walker. Students at Washington told me it was hard to pick their book because there were so many good books to choose from. Students show excitement and interest in choosing their own books to read - 100+ books are provided for students to choose from.

D65:

- **Head Start PD Workshop:**

Prepared early math and literacy session for Head Start administration staff: I presented an engineering challenge that I use in STEAM Club with parents and children, and engaged participants in early math and literacy examples and activities including hands-on pom pom shooters and sensory bags.

- Impact: Math, early literacy STEAM activities shared with Head Start staff
- Outcome: 20 participants engaged in literacy and learning activities.



Hi, thank you so much for the time you spent and putting your presentation together for a mid service. I've gotten really good feedback. Although, Family Center teachers we're disappointed they couldn't do your hands on activity. So, if there's any way you could figure out how to provide an activity for them it would be greatly appreciated. I'm guessing the Infant Welfare Society teachers probably felt the same way.

*Lisa Merdinger MDHD,MS.,CLS
Education, Disabilities, Mental Health Monitoring Specialist, JEH*

- **K-Tours:**

Library card application and window marker delivery in advance of King Arts, Washington and Bessie Rhodes K-Tours in March.

- **LEAP at JEH:**

Construction LEAP in Head Start/PFA and Special Ed classrooms

- Impact: Library resources shared and early literacy skills gained through participation in programs for at-risk children
- Outcome: Library staff presented early literacy program to a total of 344 preschool students and 84 teachers/staff in 26 classrooms (the last day of Construction LEAP was on February 1 with the final three classrooms - 30 children, 10 staff)

- **Washington Afterschool stories and STEM/craft activity:**

Read 2 books and the kids made animal masks.

- Impact: Library resources and STEM/craft experiences are shared with children (Title I school)
- Outcome: 27 participants (25 students, 2 staff)

- **Dawes Afterschool stories and STEM/craft activity:**

Read 2 books and the kids made animal masks.

- Impact: Library resources and STEM/craft experiences are shared with children (Title I school)
- Outcome: 28 participants (25 students, 3 staff)





Washington School Afterschool





Dawes School Afterschool

- **PACT at JEH:**

LEAP Construction - this PACT program introduced parents to our LEAP Construction unit, including reading *One Big Building* by Michael Dahl, modeling construction and families working together to design and build building/structures.

- Impact: Early literacy skills gained through participation in PACT LEAP storytime/activity.
- Outcome: 29 people participated: 12 families consisting of 15 kids, 12 adults and 2 staff



DRAFT





- **STEAM Club w/Ms. Laura at JEH:**

STEAM Club offers families an introduction to STEAM topics and the opportunity to learn experientially. Families participated in Engineering challenges building with craft sticks, 3 oz plastic cups and 1 inch wooden blocks, including a challenge to see who could build the tallest structure. Families brought home craft sticks and plastic cups to continue building and learning at home.

- Impact: Library resources shared to engage families. Early literacy/STEM skills gained through participation in programs for at-risk children and their families.
- Outcome: 49 people participated: 17 families consisting of 27 kids, 19 adults and 3 staff.









STEAM Club w/Ms. Laura at JEH

- **STEM/LEAP and storytime session in 2 toddler classes at Doorway to Learning (Family Center):** The STEM program was practicing with levers and included moving pom poms into muffin tins using tongs and tweezers, cutting paper and craft foam with scissors and playing with a simple catapult. This program was conducted in the two toddler classrooms. I brought back the Pizza LEAP unit in order to build on previous experience. In both classrooms the play benefited from familiarity and the play was extended including using the order forms and pencils in one classroom. Storytime and songs in infant room.
 - Impact: Library resources are extended into the community, and early literacy/STEM skills gained through participation in programs for at-risk children.
 - Outcome: Led STEM activity about levers with 16 children and 6 staff in the Toddler classes; Pizza LEAP and storytime with 19 children and 10 staff in the Toddler classes and infant class. Total: 51 (35 children, 16 staff)

Hi Ms. Laura!

So great to catch up with you yesterday! Thanks for giving us feedback and suggestions on how to increase attendance, and for sharing information about the Winter Words program - I can't wait to share that with our families!

I also wanted to tell you about a conversation I had with two of our center-based parents that attended your Playing to Learn workshop in January. They both mentioned how their children LOVE playing with the color sorting tin the parents made during your workshop. One of them mentioned that they collected things from around the house for the child to sort and another said she purchased specific things from the dollar store that her child could use with her color sorting tin. So exciting to hear about how our parents are engaging with their kids in a playful way and extending the learning from your workshop to home!

Thank you so much for partnering with us! I'm delighted to be able to share that everyone here, from our toddlers, to staff, and our parents recognize the value you bring with each visit.

*Happiest Friday!
Audrey*

*Audrey Sherer
Family & Community Engagement Specialist
District 65 Family Center
1500 McDaniel Ave
Evanston, IL 60201*

IWSE Storytimes:

- Storytimes and songs for infants-preschoolers at Baby Toddler Nursery and for infants-toddlers at Teen Baby Nursery.
 - Impact: Library resources shared and early literacy skills gained through participation in storytimes for at-risk children.
 - Outcome: 78 (60 children, 18 staff) at Baby Toddler Nursery; 18 (12 children, 6 staff) at Teen Baby Nursery.

Kindercare Storytime:

- Storytime and songs for toddlers at Kindercare
 - Impact: Library resources shared and early literacy skills gained through participation in storytimes for at-risk children.
 - Outcome: 12 (10 children, 2 staff)

Learning Bridge Early Education Center storytime:

- Storytime and songs for two preschool classrooms (Blue and Yellow rooms)
 - Impact: Library resources shared and early literacy skills gained through participation in storytimes for at-risk children.

- Outcome: 36 (32 children, 4 staff)

Bright Horizons Preschool Storytime:

- Storytime, songs and valentine craft for one preschool classroom
 - Impact: Library resources shared and early literacy skills gained through participation in storytimes
 - Outcome: 20 (18 children, 2 staff)

COE Community Centers:

- After School programs:
 - Visited and provided valentine arts activity to students at Fleetwood (K-1) and checked out books to students at Robert Crown.
 - Impact: Reinforcing positive interactions with books and the library and skill acquisition through art activity.
 - Outcome: 8 participants in activity at Fleetwood (counselors took activity to older kids, as well) 33 participants at Robert Crown and checked out 15 books.



Robert Crown Afterschool Adventures



Fleetwood K-1st



1st



Fleetwood K-



Fleetwood K-1st

Book Buddies:

- Storytime and craft w/NU JumpStart student coordinator and student volunteers at Reba Early Learning Center - we had three Book Buddies programs at Reba in February. JumpStart volunteer coordinator shares theme, finds volunteers and brings craft; I do a short storytime and bring 2 bags of library books to share with the preschoolers.

- We've had so many NU volunteers that for all of the sessions in February, we've been able to bring Book Buddies to two classrooms on the same day. That means that we see twice as many children on those dates and I bring twice as many books and move from one classroom to the other to do my storytime. The preschoolers are incredibly excited to see us arrive.
 - Impact: Library resources are extended into the community and early literacy skills gained through participation in storytimes for at-risk children and NU students benefit from participating in community service program.
 - Outcome: 116 (62 children; 39 NU volunteers, 15 staff) participants at Reba

Teen Services Highlights from Renee Neumeier and team include:

Programming



Know Your Rights

Patrick Keenan-Devlin from the Moran Center led a discussion about everyone's rights when questioned by a police officer and if their personal property is searched. He discussed both what the law says and also the reality people often face.

Outcomes: Fourteen teens attended this event in the Loft. Many of these teens participated in the discussion and shared examples from their own lives. Overall, the event went well and was a good format.

Loft staff are considering how we can build on this event and encourage discussions on other important teen related issues.

Anime Club

Tyler hosted the Anime Club on March 1. Eleven teens attended the event. Participants watched episodes of different anime shows and connected over their shared interest in Anime/Manga. Tyler also worked with participants to make comic/manga themed buttons using withdrawn materials.

Outcomes: This was the first Anime Club after the time change from 6:30 pm to 4:30 pm. There was a shift in attendance from the previous events. We saw more of our after school regulars participating than previously. While the number of participants increased, we did also see a decline in new participants. This could be the result of the time change or due to something else. Participants were engaged with the activities. A number of interesting discussions related to anime also happened at the last meeting.

Loft Lab: RumbleBots



Tyler continued our ongoing inquiry based learning program series with RumbleBots. RumbleBots are small contraptions made from everyday objects that move when placed on a vibrating surface. The goal of this program was for participants to design a RumbleBot that moved in a straight line as fast as possible. Participants also explored how energy is transferred between objects and how it can be focused to propel objects in a desired direction.

Outcomes: Four teens attended this workshop. All of them were engaged with the activity and were able to design a working RumbleBot by the end. We also saw the teens developing an initial design and then iterating or creating new designs. Some of the participants did get frustrated and discouraged at certain points. Addressing this issue has become a recurring problem in programs like this. Tyler did come away from this program with ideas about to potentially address this issue.

Hacking Electronics

Tyler continued the Hacking Electronics workshop series in the Loft on February 18. Participants created a reaction game using a programmable microcontroller. They created a circuit using buttons and then wrote code to control actions when these buttons were pushed. The game worked by waiting for a light to flash after a random time interval and the first person to push their button won.

Outcomes: Four teens attended this workshop. Each teen created a working version of the reaction game. They successfully followed a circuit diagram to create the necessary circuits and then wrote the necessary code to finish the game. Each participant was also able to describe how everything worked and some were able to describe how the game could be improved.

LEGO Robotics Open Lab

Tyler facilitated the LEGO Robotics Open Lab on February 22. This open lab is an opportunity for teens to explore coding and robotics using LEGO Mindstorms EV3 education kits.

Outcomes: One teen attended the open workshop. He enjoyed building a LEGO robot and successfully finished his project. Tyler hopes that interest in this event will grow. He is considering changing the format from an open lab to more structured activities if attendance remains below capacity.

Community Engagement/Outreach/Partnerships

Y.O.U. After School Enrichment

Tyler continued facilitating the Y.O.U. after-school enrichment program in February. They meet weekly on Tuesdays at 5:00 pm. This program is focusing on Robotics and Coding for 7 weeks. During February, Tyler used the library's Spheros to continue the participants introduction to how coding can be used to control robots for different purposes. At the last session, they also used LEGO robotics kits to construct their own robots.

Outcomes: Overall, this series of programs is going well. There have been some engagement issues some weeks, which is to be expected from a group of middle school students having already spent a full day at school. In response to this, Tyler developed a different approach. Instead of trying to lead the entire group through an activity, Tyler created written instructions for the participants to follow, which enabled them to move at their own pace and freed Tyler up to better facilitate the activity.

Mayor's Summer Youth Employment Program Session

The Loft hosted an information session presented by City of Evanston staff on the MSYEP. COE staff were able to connect with many of the teens in the space and let them know about the process for attending the fair, the types of positions available and how to apply.

Outcomes:

Exposed teens to the application and hiring process, which will help them long term when they are applying for other jobs.

Program/Outreach Planning

Free Comic Book Day

Tyler continues to work with other library staff and finalize the plans for *Free Comic Book Day* activities on May 5. They have confirmed their comic book order with Comix Revolution. Tyler will also start working with TAB to prep giveaways and other materials for the event.

Y.O.U.

Code-a-thon

Y.O.U. contacted Tyler about participating in their Code-a-thon event on March 17. Tyler is working with Laura Antolin to prepare a small workshop on how to program LEGO Mindstorms robots for kids in grades 4-5.

LEGO Sumo

Tyler continues to work with Y.O.U. on our LEGO Sumo competition. Teams of kids will construct a robot to push an opponent's robot out of a ring. The event will be held at Y.O.U. to help strengthen our partnership with them. We are actively promoting the event now and accepting team sign-ups through the month of March. We have eight team slots available. This limit is based on the number of kits the library and Y.O.U. own.

Summer Reading and Summer Enrichment

Renee and Tyler met with Y.O.U. staff to discuss bringing the summer reading program to the Y.O.U. summer middle school site this year. We created a calendar and confirmed the dates the teen services staff will check in and visit Y.O.U. for the summer reading program. We also discussed running another summer enrichment series for their middle school site. We are going to work with Miguel Ruiz to tie our plans into the Photovoice program he will also be running with Y.O.U. in the summer.

Evanston Innovation Educator Mini Conference

Renee continued to facilitate the planning of the mini conference. Registration was distributed and a lot of face to face marketing occurred. All the tables for the networking sessions have been setup and include teachers and out of school educators. The breakout sessions will focus on digital making, lo tech and no tech projects and 3D printing. Renee is one of the presenters for lo tech and no tech. We have also secured many raffle prizes and giveaways for attendees.

Program Task Force

Tyler is working with Russ Johnson to coordinate future meetings. The task force has completed rough drafts for both internal and external program planning forms. These forms will be used to help staff streamline the program planning and assessment processes.

Grants:

Motorola Solutions Grant:

In partnership with District 65, EvanSTEM and Schaumburg Township District Library we submitted a letter of inquiry for funding the teen services summer robotics and game design camps that target middle school students who are underserved and underrepresented in STEM fields. The camps will be inquiry based, which allows them to be more student driven. The camps will be piloted at EPL in 2018 and then expanded to Schaumburg and another location in Evanston in 2019.

Professional Development:

PLA: Tyler and Renee worked with colleagues Janet Piehl and Katie LaMantia to develop and practice their PLA presentation; *Inquiry Based STEM Programs*. In order to prepare for the programs, all presenters have piloted inquiry based STEM programs at their library and done additional research on inquiry based learning and the Next Generation Science Standards.

City of Learning:

Tyler and Renee were both trained to use the City of Learning platform and will be piloting using it with their summer STEM camps.

Tinker:

Renee and Tyler helped facilitate the February Tinker meeting at Alsip Merrionette Park Public Library. The meeting focused on Lego Robotics and Tyler presented how to use Lego Mindstorms EV3 with iPads. This was the farthest south we have hosted a meeting, about 20 people attended. We began planning for our April meeting which will focus on coding. Renee and Tyler met with Dr. Mike Horn from NU, and he will be presenting on coding tools and research he has developed at the April meeting.

Community Engagement Highlights from Jill Skwerski include:

- RAILS Community Engagement Networking Group - Co-chaired quarterly regional meeting at New Lenox Public Library. 30 librarians from across Illinois met to learn about ways that libraries reach beyond their physical spaces to connect with their community.
 - *Outcome* - represented EPL at regional gathering with opportunity to learn from others doing similar work and share work the EPL is doing in our community.
- Mental Health Parity Workshop - Partnered with Bipolar and Depression Alliance to bring informational program to EPL.
 - *Outcome* - Continued to position EPL as a place where community members can receive reliable, expert information and enhance their health literacy.

- STI/HIV Testing - Newly formed partnership with staff from Howard Brown Hospital provides monthly HIV counseling and confidential syphilis, gonorrhea, and chlamydia screening. 9 community members received testing.
 - Outcome - Continued to position EPL as a place where community members can receive reliable, expert information and enhance their health literacy. Furthered EPL's position as a holistic community center.
- Cook County Meds Lobby visit - Cook County MEDS is an educational campaign working to share information with Cook County residents about the importance of proper medication storage, management, and disposal of prescription drugs.
 - Outcome - Continued to position EPL as a place where community members can receive reliable, expert information and enhance their health literacy
- ECF Grant Submission: Career Online High School - In collaboration with staff from the National Able Office, submitted a grant proposal to bring online access to an accredited online, career-based high school completion program. More info [here](#).
 - Outcome - Completed grant writing process with support from both EPL and National Able development staff. Learned about process of partnering on grant writing as well as about utilizing grants as a means to further EPL's mission and goals.
- Kettering Foundation: Learning Exchange - Attended 2 day workshop (fully funded by Kettering) on the topic of deliberative democracy and more specifically, what do we know about how libraries work with citizens to productively address a community problem?
 - Outcome - Along with Latino Engagement Librarian, represented EPL in a group of librarians from across the country coming together to discuss ways that libraries can positively impact community. Potential grant opportunity to do deliberative work in Evanston.
- Navigating Real Life Diversity - As a 4 year community partner in this D65 PTA Council program, once again provided full mobile library services at NRLD event, held at Family Focus. Checked out materials, distributed copies of *Citizen*, issued one new library card.
 - Outcome - Provided access to library services at a place where community was gathered. Supported community partner in effort to bring topical information to their program.

- Leadership Evanston: Community Organization Speed Dating - In partnership with Kathy Lyons from the Center for Independent Futures, represented EPL at monthly LE cohort meeting to talk about our work with CIF as an example of how Evanston organizations work together on behalf of the community.

Latino Engagement Highlights from Miguel Ruiz include:

Community Engagement

1. *CoE Welcoming America Initiative:* With Community Engagement Librarian, officially began partnership with CoE Equity & Empowerment Coordinator and CoE Personnel to initiate membership in the national Welcoming America Network

Outcome: Further enhanced library partnerships with CoE and enhanced library stance as a community leader in EDI initiatives. Membership provides access to partner cities and resources regarding a movement of inclusive communities becoming more prosperous by making everyone feel like they belong.

2. *Citizenship/DACA Information:* With Community Engagement Librarian, began partnership with World Relief Chicago to start tabling at the library regarding information on U.S. citizenship and DACA renewal information.

Outcome: Partnership provides access to professional information and legal referral at the library regarding issues affecting our Latino and immigrant communities. Partnership will also potentially lead to hosting Citizenship workshops and DACA workshops at the library or other community spaces.

3. *Evanston Explorers Expo:* On behalf of the Youth Services Department, tabled at the Evanston Explorers Expo event at Fleetwood-Jordain Community Center.

Outcomes: Interacted with over 60 participants to share library resources and information. Spoke with four Spanish speaking families regarding new Spanish language programming at the library; 3 families attended the advertised programs.

4. *ETHS Career Options Night:* On behalf of Teen Services, tabled at the inaugural ETHS Career Options night.

Outcomes: Assisted 25+ individuals (including 13 Spanish speaking residents) in exploring career resources available in the library. Also provided general reference services to Spanish speaking residents.

Programming

1. *PhotoVoice ECF Grant Submission:* In partnership with the KIDS Global Network, Y.O.U., Chute Middle School, & the ETHS Students Without Borders Club, lead the development of a 2nd round grant submission for social justice oriented narrative photo project.

Outcomes: Enhanced partnerships with the aforementioned institutions, and developed grant writing skills in partnership with Director of Development and Development Associate.

2. *Bilingual Storytime:* With the Youth Services Department, assisted Hilda Gonzalez and local artist, Alfonso "Piloto" Nieves, to host Spanish Bilingual Storytime.

Outcomes: 60+ participants, including numerous Spanish speaking families explored educational song and storytelling along with hands-on art activities. Families expressed the value of bilingual programming at the library.

3. *COCO Film Screening:* Presented the Disney/Pixar film, COCO, in Spanish.

Outcomes: Received incredibly positive feedback from participants, which included 150 community members, a majority of which were from our Latino community.

Professional Development

1. *Kettering Foundation Conference:* With Community Engagement Librarian, attended the bi-annual Kettering Foundation Conference focused on community Engagement.

Outcomes: Discussed and explored strategies on deliberative dialogue, a method/approach to engaging community members in conversation around challenging topics. Offered an opportunity to join research in this model.

2. *Navigating Diversity Panelist:* Participated as a District 65 PTA panel representing EPL discussing EDI issues and challenges facing the Latino community in Evanston.

Outcomes: Informed 40+ audience members of issues affecting the Latino community in Evanston, and the challenges and opportunities we face in Evanston.

Neighborhood Services Highlights from Connie Heneghan and team include:

Programming

- 1) North Branch hosted four weeks of Tail Waggin' Tutors offering children the opportunity to practice their reading in a pressure free environment and bolstering learning and literacy.
- 2) CAMS Branch showed the family film: *Paddington Bear*
- 3) Offered 24 storytimes at the branches including Park School, Mandarin, Book Babies, Time for Twos, and Preschool, helping "Provide all Evanston residents equitable access to the resources, spaces and information needed to support and nurture their educational, entertainment and cultural needs."
- 4) Lincoln Chess Club met twice at CAMS Branch.
- 5) The branches offered three book discussions this month including Dostoevsky, *Citizen and Americanah*.
- 6) On a snowy day, despite a brief power outage at North Branch, some were determined to read.

Staff attended the following training:

- 1) Beyond Diversity debriefing Feb. 6 (K Kniffen & R Stevenson)
- 2) Beyond Diversity library follow up Feb. 14 (R Stevenson)
- 3) I.D. (the play at ETHS Feb. 5 (N Engel, K Kniffen, C Heneghan)
- 4) Assertiveness Training with Justine Janis (N Boyce)
- 5) Webinar on Juvenile Nonfiction (P Shapiro)
- 6) Polaris training videos (all staff)
- 7) Webinar on nonfiction (P Shapiro)

Adult Services Highlights from Heather Norborg and team include: Programs and Events February 2018:

Book Discussions:

Narrative Non-Fiction Book Group:

Kim Hiltwein's group read *The Devil in the Grove* - regular attendance, 2 new people that came just for this discussion. The star was our 93 year old participant who remembered the rise of Thurgood Marshall and segregation. It was very interesting to hear her speak.

Sci-Fi Book Group:

Lorena Neal and six members of the Science Fiction & Fantasy Book Group met to

discuss "The Intuitionist," by Colson Whitehead. The group will discuss "A Canticle for Leibowitz" by Walter M. Miller for our March meeting. The group continues to enjoy engaging in our new Facebook group on topics related to the books we have read and other science fiction/fantasy news.

Graphic Novel Book Group:

Heather Norborg and 5 members of the League of Graphic Novels Readers group met to discuss *Wonder Woman: The True Amazon* by Jill Thompson. Our next book is *Imagine Wanting Only This*.

History Book Group:

Jeffrey Garrett and 10 members of the History Book Group met Monday evening, March 5, to discuss *Hero of the Empire* by Candice Millard. Our next book is *SPQR* by Mary Beard, which we will be discussing on May 7.

ReadAbility Book Group:

This weekly group is for adults with disabilities. They spend 3 months reading a book aloud and discussing together. We consistently get at least 6 regular members per meeting, and sometimes have up to 10 people attend. The participants are enjoying the book and ask lots of questions.

Mission Impossible Dostoevsky:

-- Russ Johnson led 5 Brothers K discussion groups (2/15, 2/18, 2/19, 2/22, 2/26).

Heather Norborg, Kim Hiltwein, Lorena Neal, Jeff Balch each led one group.

-- Russ Johnson wrote discussion questions for 5 discussion groups and found supplementary articles *Alice Neel's Brothers Karamazov* by Dan Piepenbring and *How to Read Crime and Punishment* by Gary Saul Morson. Added them to the blog's Resources page.

-- Posted "Russian TV's 'Bratya Karamazovy'" to the MI: Dostoevsky blog.

-- Responded to countless participant questions, scheduling conflicts, and other MI inquiries in a timely manner via phone and email.

Goals: Keep people engaged, reach new audiences, and keep the discussions fresh.

Evanston Reads: *Citizen* (Kim Hiltwein & Heather Norborg)

Kick-off Event (2/11) The kickoff event hosted Alicia Crosby from the Center for Inclusivity, along with panelists Darren Calhoun and Jes Scheinpflug. It was a moving conversation about identity with intersections of race and gender/sexuality. There was a point where people had to write their names on name tags and issue themselves pronouns (he/she/they) and it was telling that this was the first experience most people in the room had with this request. It illustrated the need for inclusion in all forms and in all situations. This links to the themes addressed in the book. It was a meaningful event and there were tears of happiness amongst a few attendees and an overall feeling of community. I was interviewed for *The Daily Northwestern* and it can be found here: <https://dailynorthwestern.com/2018/02/11/lateststories/epl-hosts-panel-book-centered-identity-injustice/>

Citizen discussions:

- EPL partner organization Dear Evanston hosted a discussion of *Citizen* for their February meeting on Feb. 21.
- North Branch Book Group read *Citizen* on Feb. 22
- Lorena Neal attended a discussion of our Evanston Reads book, *Citizen*, by Claudia Rankine, at the home of Carol Bobrow on Feb. 22. Our group of 6 were all participants in the City of Evanston's "Beyond Diversity" training in January, and we agreed to read and discuss this book together to continue our engagement on issues of racial equity.

Local Art Exhibit of student art from D65 middle schools around issues of race, identity and citizenship.

Outcomes: Book discussion groups promote the library strategic goals of engagement and literacy. The ReadAbility group also improves Access to the library's resources for adults with disabilities.

Author Events (Russ Johnson):

"The Underground Railroad: Next Stop... Freedom!" (2/7) - Hosted Deena Uzzell's follow-up program to her fall presentation on the Black Whalemens in Moby-Dick. Designed a lobby poster and flyer, and promoted the reading via EPL's Facebook page and direct email. Assisted with tech set-up at the event, introduced Ms. Uzzell, and helped facilitate the Q&A.

Outcomes: Continued to offer programming of interest to history buffs, the African-American community, and anyone celebrating Black History Month.

Legal Programming (Lorena Neal):

The February session of Law At The Library, on Cleaning Up Your Credit, was attended by 6 people. Our March session will be on Buying and Selling a Home.

Chokshi Filippone continues to provide free legal consultations on the 2nd and 4th Wednesday evening of each month. Appointments have been fully booked in advance, and we are now booking into April.

Outcomes: The purpose of the Law At the Library program and the free legal consultations as they relate to the library's strategic goals is to improve access to justice (defined as the ability of people to seek and obtain a remedy through formal or informal institutions of justice for grievances) to the Evanston community, as well as to support learning & literacy (through increased knowledge of legal subjects).

Digital Literacy Programming (Heather Norborg):

Our Thursday Tech Tutorials partnership with volunteers from North Shore Village and SASI continued in February, with an average of 12 attendees at each event and two events per week.

We have two open part-time technology trainer positions.

Current Events & Other Programming:

MENA: On February 26, Lorena Neal hosted a MENA lecture featuring Turkish-American author Elif Batuman reading from her novel "The Idiot." 86 people attended. Bookends

& Beginnings provided copies of the book for sale at the event. Our next MENA lecture is on April 23, and is called "When Law is Not Enough: Controversies over Muslim Rights in the U.S.," with Nadia Marzouki.

Outcomes: The MENA lecture series relates to the library goals of engagement and learning & literacy. It serves as a bridge to bring the intellectual resources of Northwestern University to the Evanston community as a whole, so that community members can learn about current and historical events in the Middle East and North Africa.

The Singing Revolution: Lorena Neal worked with the North Shore Choral Society to host the showing of the documentary "*The Singing Revolution*" (with introduction by and Skype interview with the filmmakers), on Feb. 17. 78 people attended, including the Honorary Consul of the Republic of Estonia, Siim Soot.

Outcomes: This community partnership advances the library's strategic goals of engagement (with another community group) and learning (about the Estonian independence movement).

Olivia Mo participated in the Children's Department's Chinese New Year program.

SCORE Counseling (Heather Norborg): 8 individual had one-on-one appointments with SCORE is a nonprofit association dedicated to helping small businesses get off the ground, grow and achieve their goals through education and mentorship.

Career counseling (Heather Norborg): 4 individuals had one-on-one appointments with our volunteer career counselor.

Northlight Theatre Inside Look: Skeleton Crew (Heather Norborg): Feb. 6 Three members of Northlight Theater presented the historical and political context of the play, Skeleton Crew, by Dominique Morisseau, to 15 attendees.

Ongoing Projects:

Local Art @ EPL (Russ Johnson)

-- Coordinated the striking of NU's Scientific Images exhibit.

-- Worked with Renee to install the D65 Big Read-related exhibit in the main 2nd floor exhibit space. Then, transferred the exhibit to the 2nd floor landing on 2/28 to make room for main March show.

-- Planned a closing reception for the National Vegetarian Museum exhibit in March. Scheduled for 3/24 and will feature Chicago writer Robert Grillo reading from his book *Farm to Fable*.

Program Task Force (Russ Johnson)

-- Created a Google Form version of the draft Program Proposal for outside groups. Shared the draft with the Admin team in advance of Tyler's and my presentation. Reached out to fellow task force members to schedule our standing monthly meeting.

BOOKS ON WHEELS (Julie Rand)

- Signed up 3 new BOW patrons
- Sent welcome letters to new BOW patrons
- Followed up with delinquent patrons about lost, overdue books.

Free Book Distribution sites (Jeff Balch):

- distributed approx. 900 books in Feb (minus 150 returns).
- initiated dialogue w/ Childcare Network of Evanston re: potential FBD participation
- returned shelving unit at the Civic Center to a more heavily trafficked area
- continued phasing out remote site donations
- with Dave Downen, brought in new volunteer Lynn Miller (replacing Steve Durham)
- continued processing "Withdrawn" EPL books (siphoned to FBD by Betsy)
- helped Dave and Lynn consolidate Withdrawn books, to free carts for Circ

Community Directory (Lorena Neal): On Feb. 14, I met with members of the City of Evanston's Age Friendly Evanston Committee to discuss their suggested changes to resources in the Senior Services section of our directory. I am reviewing these suggestions, and making updates to the directory as required. On Feb. 21, I spoke to Jessica Wingader at the City of Evanston regarding our Mental Health resources section. Jessica works with the Mental Health Board, which is interested in knowing which resources we feature, and helping us update those resources and add any additional

resources they are aware of. They are reviewing our directory now, and will be in touch about further action. I continue to update organizations in the directory each month.

Outcomes: This relates to the library's strategic goals of access and engagement.

Passive RA:

Heather Ross continued to update our procedures for displays, recommendations and bibliographies.

Book Displays: Lorena Neal created a book display called "Space Is Black," featuring works of speculative fiction by black authors, featuring black protagonists, and/or about the black experience

Training and Meetings:

Lorena Neal attended the February meeting of the Chicago Association of Law Librarians on Feb. 15.

Lorena Neal also attended both the City of Evanston and the library follow-up sessions for those who have attended the Beyond Diversity training, to discuss how to continue to integrate the training into our work at the library/for the city.

In late February, Jeff Garrett was interviewed by a reporter for Trib local about the new history book discussion group.

In February, Jeff Garrett also joined Betsy Bird's children's book reviewing team, focusing on international children's books.

Technical Services Highlights from Tim Longo and team include:

Items Added February 2017

Adult at Main=809
Adult at North=33
Adult at CAMS=35

Total adult items=877

Juvenile at Main=1301
Juvenile at North=54
Juvenile at CAMS=18

Total juv items=1373

YA at Main=272
YA at North=30
YA at CAMS=25
Total YA items=327

Total items added to collection in February 2018= 2577

Carts Ordered:

- Titlesource 360:
Evanston RW Adult Fiction: 619.15
Evanston RW Adult Nonfiction: 2281.45
Evanston PL Fiction- Mystery & Detective: 183.63
Travel: 47.54
Poetry: 107.16
Romance (Amazon): 391.43
Urban (Amazon) 40.36
Non-CLS Purchases: 1395.30
Non-CLS Most Wanted: 481.70
Most Wanted: 14.12
Poly: 486.85
Audiobooks: 1555.77
Ebooks: 4211.57
Large Print: 304.85
Amazon Books: 204.75
Amazon DVDs: 39.92
2018 High-Demand Titles (to reorder after Polaris): 1597.49

Lost Title Replacements: 228.46

Damaged Replacements: 805.09

Public Desk Question Patron Requests Fulfilled: 6

Misc: 484.52

Rotary: 14.95

North: 148.65

Crown Juv: 515.85

Crown YA: 151.32

Crown Adult: 155.90

Patron Requests:

Received 25 patron book requests for February. Will purchase 20 of the titles suggested.

Received 2 patron ebook requests for February. Will purchase 2 of the titles suggested.

Received 7 patron DVD requests for February. Will purchase 4 of the titles suggested.

Staff Requests:

- Olivia Mo: Suggested the purchase of 1 book. Purchased: 1
- Lorena Neal: Suggested the purchase of 1 DVD. Purchased: 1
- Heather Norborg: Suggested the purchase of 3 books. Purchased: 3
- Gabriela Mansera: Suggested the purchase of 1 book. Purchased: 1
- Brian Wilson: Suggested the purchase of 1 book. Purchased: 1
- Marlene Meyer: Suggested the purchase of 2 books. Purchased: 2
- Jeff Balch: Suggested the purchase of 1 book. Purchased: 1
- Teri Campbell: Suggested the purchase of 1 book. Purchased: 1

Donations:

Adult Gift Books Added to the Collection: 10

Adult Gift DVDs Added to the Collection: 4

Local Authors Added to the Collection:

The Cost of Compassion: Five Women Who Paid the Ultimate Price by Barbara Pawlikowski

Home and Castle by Thomas Benz

Weeding:

Books Sent to Repair: 29

Most Wanted Titles Weeded: 41

Most Wanted Titles Added to the Circ Collection (Main): 6

Grubby Transfer Titles Weeded: 8 – North, 2 - Main

Damaged Books Weeded: 179

Damaged DVDs Weeded: 26

Frankenstein DVDs Weeded: 7

CDs Weeded: 3

CD-ROMs Weeded:

Cassette Tapes Weeded:

Audiobooks Weeded: 1

Old Editions of New Books on Standing Orders Pulled: 43

Additional old travel & test books pulled: 7

Books Sent to be Relabeled, Cataloged, etc. : 11

Audiobooks Sent to be Relabeled, Cataloged, etc.: 5

CDs Sent to be Relabeled, Cataloged, etc.: 1

CD-ROMs Sent to be Relabeled, Cataloged, etc:

DVDs Sent to be Relabeled, Cataloged, etc: 4

Weeding Plan for Fiction

Missing: 53

Weeded: 1283

Weeding Plan for Nonfiction (700s

Missing: 15

Weeded: 228

Displays

First Floor – Read Black

Other Displays: Heather Ross will now be overseeing the Staff Picks as well as the second floor display areas.

Volunteer Highlights from Mary Kling include:

- Interviewed six volunteers
- Checked references of six volunteers
- Received requests for additional volunteers from Staff (Children's, Concierge, Flyer Distribution, Books on Wheels, ReadABLE Book Club)
- Placed new volunteers in Books on Wheels, Children's, ReadABLE Book Club, and Human Library
- Monitored Volunteer Evanston website for referrals and verification of hours logged by volunteers
- Met with Alecia Wartowski at NU's Women's Center to discuss Human Library
- Facilitated volunteers from NU Dance Marathon
- Updated volunteer information in Raiser's Edge
- Continued planning for Human Library with Julie Rand

Correspondence to share:

From NU Dance Marathon:

Hi Mary,

Thank you so much for this kind message, and for the opportunity to connect Northwestern students with the EPL's great work! Students really enjoyed their time at the EPL! We are so grateful we had this chance to continue to grow the partnership between NUDM and EPL, and we are so glad to hear that the support was helpful for you all.

We are looking forward to continuing to work with you all in the future. Please let us know of any upcoming events or needs that we can support!

*All our best,
Claire & Ellen*

Outcomes: Connected community members and students with meaningful volunteer opportunities in order to provide expanded service to EPL staff and patrons

Upcoming events of Note:

Local Author Showcase: Memoir (Russ Johnson) - Added website and calendar blurbs, created a flyer, and designed a lobby poster for the 3/14 event. Promoted the reading via EPL's Facebook page and the Chicago Writers' Association page.

Goals: Continue our support of new and localish authors by starting an ongoing "showcase" event that will broaden the reach of these local books while best utilizing staff time.

Human Library 4/15 (Julie Rand)

- o Met with Mary Kling 2/8 and 2/15
- o Attended Human Library event at Lincoln Park Library on 2/10
- o Sent out mass email to library staff and volunteers asking for help in finding books
- o Contacted individuals and organizations to find books: Beth Emet, Muslim Women's Alliance
- o Created survey form for readers to fill out after attending HL event.
- o Filled out PR form for Human Library and sent to Jill Schacter to work on marketing.

Evanston Literary Fest (Russ Johnson)- Extensive planning for the fest which will take place May 12-20.

- Evanston Book Fair - Worked with John Wilson and Lynn Haller on planning a fair for May 12 that will feature local authors, presses, and literary organizations. Drafted an application to share with potential Book Fair participants and began generating a list of authors and orgs to invite. Met with Don to determine how many tables we can offer.

Goals: Continue our support of the local literary community. Give authors, presses, and lit orgs a networking opportunity, and a way for lit lovers to discover the great work happening in our community.

- "Beasts at Bedtime" - Scheduled an author event for May 13 featuring Evanston resident and DePaul professor Liam Heneghan. He'll share his book about environmentalism in children's lit. Arranged for Betsy to moderate.

Goals: Continue our support of the local literary community and offer programming of interest to environmentalists and lovers of children's lit.

- Charles Johnson Reading - Worked with John and Lynn to schedule a reading by Charles Johnson on May 15. Johnson is an Evanston native, the author of *Middle Passage*, and the second African-American author to win the National Book Award.

Goals: Continue offering readings by high profile authors, and events of interest to the African-American community and lit lovers of all types.

- Continuing work to schedule writing workshops and additional author events.
- (Heather Norborg & Russ Johnson) Planning for an event in May with local author Daniel Kraus whose book *The Shape of Water* was released on March 6, hot on the heels of the Academy Award Best Picture and Best Director wins for the film of the same title. Daniel and director Guillermo Del Toro collaborated on the idea for both the film and book together, simultaneously. Daniel has also recently been hired to finish George Romero's unfinished *Night of the Living Dead* novel. He's also written 6 YA novels (mostly horror/sci-fi), including *Trollhunters* with Guillermo Del Toro, which was made into a Netflix series.

Goals: Continue our support of local genre authors of high appeal.

-- "Getting off the Treadmill" - Scheduled a reading by Chicagoland writer Michael Lauesen for May 8.

Goals: Continue our support of local writers and offer programming of interest to people looking to make life or career changes.

-- North Shore Village Health series - Worked with Nancy Bashook to schedule a monthly series of health-related discussion called "A to Z Health Topics." Geared toward seniors, the series will begin by meeting March - June 2018. Added website and calendar blurbs, and distributed flyer. Also met with Sue McClelland about taking over coordination of this series.

Goals: Continue our relationship with NSV and offer programming of interest to our senior community.

Theater programming (Heather Ross):

Maintained contact with the Muse of Fire Theater company to confirm dates for performance in August.

African American Literature: (AAL Book Group)

Susan McClelland will relaunch the AAL book group. The first 2018 AAL book is the *Evanston Reads* title, "Citizen", on March 14, followed by, "We're Going to Need More Wine: Stories That Are Funny, Complicated, and True" by Gabrielle Union, on April 11. Other titles include: "Stay with Me" by Ayobami Adebayo (May 9), "Sing, Unburied, Sing" by Jesmyn Ward (June 13) and "what We Lose" by Zinzi Clemmons (July 11)

Excerpts from Patron feedback:

From Linda Balla, Main Library Children's Room:

I have dealt with two professors in the last week, one from Northeastern Il. U. and one from UIC. The first praised the list Charmoise made for "People of Color Picture Books" and asked if she could please have lists for everyone in her book group! She also praised our chapter book collection with so many children of color. The second professor said she was teaching a class on "Smart Money Week" for grade school teachers. She went to Glen Ellyn Public Library, which had none of the titles she needed. Then she came here, and Charmoise was able to give her all the titles she needs for Saturday. She said she was so glad we have such a good collection of picture books! Yeah for us! Linda

Linda Balla

Library Assistant

Re. Russ Johnson and Mission Impossible:-- From Tom Kingsley (MI: Dostoevsky participant): "I just wanted to express my gratitude for all that you accomplished in our recent journey. You were well organized, inspirational, challenging and you helped us form a group that was truly enthusiastic and involved. Nicely done, Russell. Can't wait for our next literary adventure!"

-- From Susan Roman (MI: Dostoevsky participant and retired Dean of Dominican's Library School): "Thanks for your amazing skills in leading our discussions. You are a gifted facilitator."

-- From Mo Ulicny (MI: Dostoevsky participant): "As always, thanks for such great leadership in our MI meeting yesterday. You have a great feel for letting everyone be heard but also moving the discussion forward. I always look forward to our sessions."

(Barb Levie): I was chatting with one of our former Senior Spelling Bee winners and we shared our disappointment that the Bee will not take place this year. But, he mentioned that he contacted one of our other Evanston winners (both were top contenders for 1st place over the last few years) and they decided to meet for dinner and get to know

each other better. So, he says, a friendship has blossomed and it started at an EPL program.

(Jeff Balch): Hi Jeff, This is Brian Kim from the Brothers K coffeehouse. Our bookcase is looking a little depleted, was wondering if I could get a few boxes when you guys have some surplus. Let me know....You guys are the best!

Hi Jeff, I was **very** disappointed to open my February calendar and see that I cannot attend our book group on the 20th as we will be out of town. However, I remember we had a couple people from other groups at our December meeting, and I am wondering if there might be a Thursday Feb 22nd book group that I could join. Thanks, Gail...Fun response!! thanks for sending it on to Russell, but very sorry to miss being with **my own group and leader** Gail

DRAFT



Memorandum

To: Evanston Public Library Board of Trustees
Karen Danczak Lyons, Library Director

From: Lea Hernandez-Solis, Bookkeeper
Tera Davis, Accounts Payable Coordinator

Subject: Library Fund Bills

Date: April 12, 2018

Recommended Action

Staff and the Finance Committee recommend Library Board approval of the Library Payroll and Fund bills list.

Payroll

March 5, 2018 through March 18, 2018	\$ 156,399.61
March 19, 2018 through April 1, 2018	\$ 142,935.60

Library Fund Bills List

March 27, 2018	\$ \$95.95
March 10, 2018	\$ 111,845.65

Attachments: Bills Lists

CITY OF EVANSTON
LIBRARY BILLS LIST
PERIOD ENDING 03.27.2018

185 LIBRARY FUND			
4845 LIBRARY ADMINISTRATION			
56140 ILLINOIS DEPT OF REVENUE	*SALES TAX FEB 2018		77.00
64540 VERIZON NETWORKFLEET, INC.	AVL INVOICE FEBRUARY		<u>18.95</u>
4845 LIBRARY ADMINISTRATION Total			<u>95.95</u>
185 LIBRARY FUND Total			<u>95.95</u>
Grand Total			<u>95.95</u>

CITY OF EVANSTON
LIBRARY BILLS LIST
PERIOD ENDING 03.27.2018

ACCOUNT NUMBER	SUPPLIER NAME	DESCRIPTION	AMOUNT
SUPPLEMENTAL BILLS LIST ATTACHMENT			
VARIOUS	TWIN EAGLE	NATURAL GAS-FEBRUARY 2018	1,602.31
			<u>1,602.31</u>
			<u>1,602.31</u>
		GRAND TOTAL	<u><u>1,698.26</u></u>

Prepared by _____ Date _____
Accounts Payable Coordinator

Approved by _____ Date _____
Library Administrative Services Manager

Approved by _____ Date _____
Library Director

Approved by _____ Date _____
Library Board Treasurer

CITY OF EVANSTON
LIBRARY BILLS LIST
PERIOD ENDING 04.10.2018

185 LIBRARY FUND

4805	LIBRARY YOUTH SERVICES		
	65100 AMAZON / GE CAPITAL RETAIL BANK	BOOKS, OFFICE SUPPLIES AND MATERIALS	378.60
	65630 AMAZON / GE CAPITAL RETAIL BANK	BOOKS, OFFICE SUPPLIES AND MATERIALS	56.34
	65630 BAKER & TAYLOR	JUV PRINT	12,386.37
	65630 THE COMIX REVOLUTION, INC.	JUV PRINT	49.44
	65641 BAKER & TAYLOR	JUV AV	237.06
	65641 BAKER & TAYLOR	JUV PRINT	132.64
	65641 MIDWEST TAPE	AUDIO VISUAL	342.35
	65641 MIDWEST TAPE	JUV AV	651.07
	65641 RECORDED BOOKS INC.	YA AV	<u>235.80</u>
4805	LIBRARY YOUTH SERVICES Total		14,469.67
4806	LIBRARY ADULT SERVICES		
	62341 EBSCO INDUSTRIES, INC. DBA EBSCO	ORDER ID WSR320894 MAGAZINE SUBSCRIPTION	15,750.00
	65100 AMAZON / GE CAPITAL RETAIL BANK	BOOKS, OFFICE SUPPLIES AND MATERIALS	8.79
	65100 CHRISTINE O. CASEY	LYRIC OPERA LECTURE	50.00
	65628 EBSCO INDUSTRIES, INC. DBA EBSCO	REFERENCE BOOK ONLINE	2,000.00
	65628 MIDWEST TAPE	REFERENCE BOOK ONLINE	3,529.50
	65630 AMAZON / GE CAPITAL RETAIL BANK	BOOKS, OFFICE SUPPLIES AND MATERIALS	742.58
	65630 BAKER & TAYLOR	ADULT AV	1,158.26
	65630 BAKER & TAYLOR	ADULT PRINT	7,544.31
	65630 BAKER & TAYLOR	JUV PRINT	7,808.21
	65630 CENTER POINT INC	ADULT PRINT	136.62
	65630 GALE RESEARCH INC.	ADULT PRINT	883.54
	65630 HIGHLAND PARK PUBLIC LIBRARY	ILL LOST BOOK 0000108698523	31.00
	65630 DES PLAINES PUBLIC LIBRARY	ILL LOST BOOK	32.95
	65630 DES PLAINES PUBLIC LIBRARY	ILL LOST BOOK 31468010549196	35.50
	65630 UNIVERTSITY OF IOWA-PAYMENT PROCESSING CENTER	ILL MATERIAL 0000072256	15.00
	65630 OVER DRIVE, INC.	EBOOKS	4,497.58
	65641 BLACKSTONE PUBLISHING	ADULT AV	629.94
	65641 MIDWEST TAPE	ADULT AV	1,635.91
	65641 MIDWEST TAPE	AUDIO VISUAL	1,992.40
	65641 MIDWEST TAPE	JUV AV	45.72
	65641 RECORDED BOOKS INC.	ADULT AV	<u>577.31</u>
4806	LIBRARY ADULT SERVICES Total		49,105.12
4820	LIBRARY CIRCULATION		
	52610 UNIQUE MANAGEMENT SERVICES	COLLECTION CHARGES	143.20
	57515 GLENVIEW PUBLIC LIBRARY	ILL LOST BOOK 31170007703899	<u>5.99</u>
4820	LIBRARY CIRCULATION Total		149.19
4825	LIBRARY NEIGHBORHOOD SERVICES		
	62375 ESSKAY DEVELOPMENT LLC	*RENT CHICAGO AVE/MAIN ST LOCATION	4,332.00
	64015 NICOR	NATURAL GAS AT CAMS	155.54
	64015 NICOR	NATURAL GAS AT NORTH BRANCH	188.47
	65100 AMAZON / GE CAPITAL RETAIL BANK	BOOKS, OFFICE SUPPLIES AND MATERIALS	12.95
	65100 CONSTANCE HENEGHAN	REIMBURSEMENT MISSING NY TIMES	12.00
	65630 BAKER & TAYLOR	ADULT AV	115.69
	65630 BAKER & TAYLOR	ADULT PRINT	462.09
	65630 BAKER & TAYLOR	JUV PRINT	<u>1,060.07</u>
4825	LIBRARY NEIGHBORHOOD SERVICES Total		6,338.81
4835	LIBRARY TECHNICAL SERVICES		
	62340 REACHING ACROSS ILLINOIS LIBRARY SYSTEMS (RAILS)	BOOPSIE RENEWAL	5,095.75
	62340 COOPERATIVE COMPUTER SERVICES	COMPUTER LICENSE SUPPORT	7,096.50
	62341 SPRINT COM. INC.	INTERNET SOLUTION PROVIDER	3,780.10
	65100 AMAZON / GE CAPITAL RETAIL BANK	BOOKS, OFFICE SUPPLIES AND MATERIALS	12.70
	65100 BRODART COMPANY	OFFICE SUPPLIES	21.23
	65100 DEMCO, INC.	OFFICE SUPPLIES	344.31
	65100 PEAK-RYZEX, INC.	LIBRARY SUPPLIES	<u>166.19</u>
4835	LIBRARY TECHNICAL SERVICES Total		16,516.78
4840	LIBRARY MAINTENANCE		
	61626 VERIZON WIRELESS	WIRELESS/INTERNET AND CELLPHONES	214.95
	62225 HENRICHSEN FIRE & SAFETY	BUILDING MAINTENANCE SERVICES	55.00
	62225 SCHINDLER ELEVATOR CORP	ELEVATOR SERVICE MAINTENANCE	5,151.00
	62225 HENRICHSEN FIRE EQUIPMENT COMPANY	BUILDING MAINTENANCE SERVICES	55.00
	62225 TOTAL BUILDING SERVICES	JANITORIAL SERVICES	7,375.00
	62225 CINTAS CORPORATION #769	MAT SERVICE	801.75
	62225 CONQUEST PEST SOLUTIONS	PEST CONTROL	210.00
	64505 CALL ONE	COMMUNICATION CHARGES	<u>304.41</u>
4840	LIBRARY MAINTENANCE Total		14,167.11
4845	LIBRARY ADMINISTRATION		
	57540 HENRY GEORGE SCHOOL OF SOCIAL SCIENCE	MEETING ROOM CANCELLATION REFUND	180.00
	62185 KLING, MARY	*VOLUNTEER MANAGEMENT PROFESSIONAL FEE	1,833.00
	62205 EVANSTON ROUNDTABLE LLC	NEWSPAPER AD	921.00
	62295 LAURA D. ANTOLIN	REIMBURSEMENT: COMMITTEE MEETING IN CHAMPAIGN/URBANA	179.76
	62295 CONSTANCE HENEGHAN	POLARIS TRAINING	61.50
	62295 KAREN DANCZAK LYONS	PLA CONFERENCE TRAVEL REIMBURSEMENT	1,585.07
	62295 TIMOTHY LONGO	PLA CONFERENCE TRAVEL REIMBURSEMENT	1,244.81
	62380 XEROX CORP.	COPYING SERVICE	84.00
	64540 VERIZON WIRELESS	WIRELESS/INTERNET AND CELLPHONES	72.06
	65095 AMAZON / GE CAPITAL RETAIL BANK	BOOKS, OFFICE SUPPLIES AND MATERIALS	59.43
	65095 OFFICE DEPOT	OFFICE SUPPLIES	195.14
	65095 FISHEYE GRAPHIC SERVICES, INC.	EPL ANNUAL REPORT BOOKLET	2,885.00
	65095 FISHEYE GRAPHIC SERVICES, INC.	EPL ANNUAL REPORT DESIGN	1,200.00
	65095 FISHEYE GRAPHIC SERVICES, INC.	EPL ANNUAL REPORT MAILING	455.00
	65095 MIGUEL RUIZ	REIMBURSEMENT OUTREACH PROGRAM	<u>98.30</u>
4845	LIBRARY ADMINISTRATION Total		11,054.07

CITY OF EVANSTON
LIBRARY BILLS LIST
PERIOD ENDING 04.10.2018

4850 LIBRARY GRANTS		
65100 AMAZON / GE CAPITAL RETAIL BANK	BOOKS, OFFICE SUPPLIES AND MATERIALS	<u>44.90</u>
4850 LIBRARY GRANTS Total		44.90
185 LIBRARY FUND Total		<u>111,845.65</u>
Grand Total		<u>111,845.65</u>

CITY OF EVANSTON
LIBRARY BILLS LIST
PERIOD ENDING 04.10.2018

<u>ACCOUNT NUMBER</u>	<u>SUPPLIER NAME</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
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SUPPLEMENTAL BILLS LIST ATTACHMENT

0.00

GRAND TOTAL 111,845.65

Prepared by _____ Date _____
Accounts Payable Coordinator

Approved by _____ Date _____
Library Administrative Services Manager

Approved by _____ Date _____
Library Director

Approved by _____ Date _____
Library Board Treasurer



Memorandum

To: Evanston Public Library Board of Trustees

From: Teri Campbell, Assistant Director

Subject: Administrative Services Update

Date: April 13, 2018

This memo provides an update on significant administrative activities.

Human Resources

We welcome our newest Staff member: Craig Stevenson was hired as Technology Trainer in Adult Services; he will start on April 30.

Jose Maldonado, Circulation Manager, returned on April 11 from his annual military leave; we welcome him back.

Miguel Ruiz, our Latino Engagement Librarian is leaving us for a new role as the Information Services Supervisor at Skokie Public Library, he will be missed.

We have one part time 18.75 hour Technology Associate posting active.

Financial Resources

The Library Fund financial reports for the period ending March 31st are attached. Expenses are within budget. The 2018 current year end financial report is also included.

A summary of the Endowment portfolio as of March 31st is attached.

Facilities Management - Security

Building Maintenance is currently working with CTL Group on minor revisions/additions to the architectural plans for the 4th and final phase of the Main Library weatherproofing project. Phase 4 is estimated to be wrapped up by late summer 2018. This timeframe will accommodate any nesting Falcons we may have this year.

Building Maintenance is currently working with Wiss, Janney, Elstner Associates, Inc. on a refresh of the building reserve study that was commissioned by EPL during 2013. The refresh work will revisit the report and evaluate our progress up to this point, and make recommendations on estimated costs, and phasing plans for future project implementation.

The Security Manager will begin interviews during late April for a part time security monitor. The position is currently vacant.

Budget Performance Report

Fiscal Year to Date 03/31/18

Include Rollup Account and Rollup to Object Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 185 - LIBRARY FUND										
REVENUE										
51015	PROPERTY TAXES	6,625,000.00	.00	6,625,000.00	2,004,672.34	.00	3,388,876.98	3,236,123.02	51	6,334,842.84
51025	PRIOR YEAR'S TAXES	60,000.00	.00	60,000.00	(8,628.25)	.00	(19,440.55)	79,440.55	-32	35,663.70
52610	LIBRARY FINES & FEES	130,000.00	.00	130,000.00	.00	.00	9,424.95	120,575.05	7	122,861.69
53200	BEV SNACK VENDING MACHINE	.00	.00	.00	52.57	.00	79.89	(79.89)	+++	337.66
55146	STATE, COUNTY AND OTHER GRANTS	.00	.00	.00	.00	.00	.00	.00	+++	2,820.00
55201	Federal Grants	95,000.00	.00	95,000.00	.00	.00	21,309.47	73,690.53	22	19,272.17
55245	LIBRARY STATE PER CAPITA GRANT	57,418.00	.00	57,418.00	.00	.00	.00	57,418.00	0	57,833.91
56011	DONATIONS	130,000.00	.00	130,000.00	.00	.00	8,344.10	121,655.90	6	69,884.14
56045	MISCELLANEOUS REVENUE	.00	.00	.00	.00	.00	.00	.00	+++	56.00
56140	FEES AND MERCHANDISE SALE	.00	.00	.00	(77.00)	.00	522.70	(522.70)	+++	766.81
56501	INVESTMENT INCOME	5,400.00	.00	5,400.00	336.64	.00	741.21	4,658.79	14	5,169.12
57002	TRANSFER FROM ENDOWMENT	195,771.00	.00	195,771.00	.00	.00	.00	195,771.00	0	190,200.00
57058	TRANSFER FROM GOOD NEIGHBOR FUND	70,000.00	.00	70,000.00	.00	.00	11,666.66	58,333.34	17	.00
57515	LIBRARY MATERIAL REPLACEMENT CHARGES	12,000.00	.00	12,000.00	(69.99)	.00	1,024.16	10,975.84	9	12,475.78
57526	LIBRARY BOOK SALE	35,000.00	.00	35,000.00	.00	.00	939.00	34,061.00	3	50,928.67
57527	LIBRARY FUND FOR EXCELLENCE	203,500.00	.00	203,500.00	.00	.00	68,095.23	135,404.77	33	212,038.92
57535	LIBRARY COPY MACH. CHG	18,000.00	.00	18,000.00	.00	.00	833.45	17,166.55	5	16,914.13
57540	LIBRARY MEETING RM RENTAL	11,000.00	.00	11,000.00	(120.00)	.00	525.00	10,475.00	5	8,109.17
57545	NORTH BRANCH RENTAL INCOME	25,120.00	.00	25,120.00	.00	.00	2,154.33	22,965.67	9	25,525.97
57551	LIBRARY GRANTS	20,000.00	.00	20,000.00	.00	.00	.00	20,000.00	0	19,795.00
REVENUE TOTALS		\$7,693,209.00	\$0.00	\$7,693,209.00	\$1,996,166.31	\$0.00	\$3,495,096.58	\$4,198,112.42	45%	\$7,185,495.68
EXPENSE										
61010	REGULAR PAY	2,533,417.00	.00	2,533,417.00	187,606.91	.00	520,852.43	2,012,564.57	21	2,368,802.78
61050	PERMANENT PART-TIME	1,358,094.00	.00	1,358,094.00	99,141.30	.00	271,502.86	1,086,591.14	20	1,163,134.73
61060	SEASONAL EMPLOYEES	41,000.00	.00	41,000.00	1,495.50	.00	6,263.32	34,736.68	15	48,014.50
61110	OVERTIME PAY	7,000.00	.00	7,000.00	295.39	.00	2,191.20	4,808.80	31	3,241.03
61415	TERMINATION PAYOUTS	47,500.00	.00	47,500.00	11,581.95	.00	15,082.21	32,417.79	32	79,582.74
61420	ANNUAL SICK LEAVE PAYOUT	.00	.00	.00	.00	.00	3,485.76	(3,485.76)	+++	6,255.47
61430	VACATION PAYOUTS (PREVIOUSLY OTHER PAYOUTS)	.00	.00	.00	452.35	.00	452.35	(452.35)	+++	2,488.05
61510	HEALTH INSURANCE	493,468.00	.00	493,468.00	42,695.76	.00	117,737.99	375,730.01	24	504,604.93
61610	DENTAL INSURANCE	.00	.00	.00	.00	.00	.00	.00	+++	204.30
61615	LIFE INSURANCE	2,106.00	.00	2,106.00	167.28	.00	501.79	1,604.21	24	826.01

Budget Performance Report

Fiscal Year to Date 03/31/18

Include Rollup Account and Rollup to Object Account

61625	AUTO ALLOWANCE	7,200.00	.00	7,200.00	1,100.00	.00	3,300.00	3,900.00	46	9,600.00
61626	CELL PHONE ALLOWANCE	3,400.00	.00	3,400.00	200.00	.00	813.92	2,586.08	24	4,293.52
61630	SHOE ALLOWANCE	465.00	.00	465.00	.00	.00	.00	465.00	0	465.00
61710	IMRF	343,098.00	.00	343,098.00	25,366.16	.00	71,202.97	271,895.03	21	328,452.29
61725	SOCIAL SECURITY	237,205.00	.00	237,205.00	18,017.95	.00	49,460.79	187,744.21	21	216,076.69
61730	MEDICARE	56,307.00	.00	56,307.00	4,214.00	.00	11,560.01	44,746.99	21	51,117.30
62185	CONSULTING SERVICES	241,700.00	.00	241,700.00	2,333.00	.00	19,042.40	222,657.60	8	65,920.23
62205	ADVERTISING	8,000.00	.00	8,000.00	.00	.00	704.42	7,295.58	9	3,052.89
62210	PRINTING	8,000.00	.00	8,000.00	.00	.00	184.97	7,815.03	2	2,539.74
62225	BLDG MAINTENANCE SERVICES	162,700.00	.00	162,700.00	1,529.92	91,427.00	17,938.93	53,334.07	67	179,342.72
62235	OFFICE EQUIPMENT MAINT	12,000.00	.00	12,000.00	.00	.00	.00	12,000.00	0	7,062.30
62240	AUTOMOTIVE EQMP MAINT	.00	.00	.00	.00	.00	9.90	(9.90)	+++	203.69
62245	OTHER EQMT MAINTENANCE	1,300.00	.00	1,300.00	.00	.00	.00	1,300.00	0	152.33
62275	POSTAGE CHARGEBACKS	2,600.00	.00	2,600.00	.00	.00	580.14	2,019.86	22	.00
62290	TUITION	5,000.00	.00	5,000.00	.00	.00	.00	5,000.00	0	.00
62295	TRAINING & TRAVEL	42,000.00	.00	42,000.00	25.00	.00	3,038.12	38,961.88	7	28,455.06
62305	RENTAL OF AUTO-FLEET MAINTENANCE	5,440.00	.00	5,440.00	.00	.00	906.66	4,533.34	17	5,440.00
62309	RENTAL OF AUTO REPLACEMENT	4,885.00	.00	4,885.00	.00	.00	814.16	4,070.84	17	4,885.00
62315	POSTAGE	4,500.00	.00	4,500.00	.00	.00	537.50	3,962.50	12	3,373.80
62340	COMPTER LICENSE & SUPP	44,000.00	.00	44,000.00	12,047.12	.00	14,079.98	29,920.02	32	93,100.13
62341	INTERNET SOLUTION PROVIDERS	368,600.00	.00	368,600.00	25,308.00	19,986.00	56,225.70	292,388.30	21	303,075.85
62360	MEMBERSHIP DUES	2,100.00	.00	2,100.00	250.00	.00	250.00	1,850.00	12	3,229.74
62375	RENTALS	46,238.00	.00	46,238.00	4,332.00	.00	12,996.00	33,242.00	28	52,706.37
62380	COPY MACHINE CHARGES	12,900.00	.00	12,900.00	405.18	.00	698.96	12,201.04	5	3,432.50
62506	WORK- STUDY	8,700.00	.00	8,700.00	.00	.00	3,031.31	5,668.69	35	10,524.40
62705	BANK SERVICE CHARGES	5,700.00	.00	5,700.00	311.64	.00	1,662.58	4,037.42	29	4,855.32
62770	MISCELLANEOUS	.00	.00	.00	.00	.00	.00	.00	+++	21.93
64015	NATURAL GAS	29,900.00	.00	29,900.00	2,313.02	.00	6,200.95	23,699.05	21	23,886.62
64505	TELECOMMUNICATIONS	.00	.00	.00	.00	.00	290.97	(290.97)	+++	3,197.32
64540	TELECOMMUNICATIONS - WIRELESS	2,000.00	.00	2,000.00	18.95	.00	109.94	1,890.06	5	5,285.63
65005	AGRI/BOTANICAL SUPPLIES	.00	.00	.00	.00	.00	.00	.00	+++	352.60
65020	CLOTHING	.00	.00	.00	.00	.00	.00	.00	+++	(18.50)
65040	JANITORIAL SUPPLIES	12,000.00	.00	12,000.00	142.41	.00	1,000.89	10,999.11	8	11,185.11
65050	BLDG MAINTENANCE MATERIAL	30,000.00	.00	30,000.00	.00	.00	602.15	29,397.85	2	24,605.69

Budget Performance Report

Fiscal Year to Date 03/31/18

Include Rollup Account and Rollup to Object Account

65095	OFFICE SUPPLIES	98,100.00	.00	98,100.00	2,173.07	7,681.61	11,095.23	79,323.16	19	63,759.81	
65100	LIBRARY SUPPLIES	103,850.00	.00	103,850.00	1,846.05	.00	6,381.20	97,468.80	6	90,502.42	
65503	FURNITURE / FIXTURES / EQUIPMENT	5,400.00	.00	5,400.00	.00	.00	.00	5,400.00	0	9,903.97	
65550	AUTOMOTIVE EQUIPMENT	5,000.00	.00	5,000.00	.00	.00	.00	5,000.00	0	.00	
65555	PERSONAL COMPUTER EQUIPMENT	49,100.00	.00	49,100.00	.00	.00	1,447.68	47,652.32	3	22,112.16	
65630	LIBRARY BOOKS	518,200.00	.00	518,200.00	22,558.19	.00	82,841.99	435,358.01	16	513,301.78	
65635	PERIODICALS	17,700.00	.00	17,700.00	332.90	.00	1,063.82	16,636.18	6	19,262.90	
65640	AUDIO RECORDINGS	.00	.00	.00	.00	.00	.00	.00	+++	74.20	
65641	AUDIO VISUAL COLLECTIONS	126,800.00	.00	126,800.00	4,068.09	.00	12,406.53	114,393.47	10	114,610.14	
66025	TRANSFER TO DEBT SERVICE - ERI	86,624.00	.00	86,624.00	.00	.00	14,437.30	72,186.70	17	83,292.96	
66131	TRANSFER TO GENERAL FUND	270,000.00	.00	270,000.00	.00	.00	45,000.00	225,000.00	17	249,999.95	
	EXPENSE TOTALS	\$7,471,297.00	\$0.00	\$7,471,297.00	\$472,329.09	\$119,094.61	\$1,389,987.98	\$5,962,214.41	20%	\$6,793,848.10	
	Fund 185 - LIBRARY FUND Totals										
	REVENUE TOTALS	7,693,209.00	.00	7,693,209.00	1,996,166.31	.00	3,495,096.58	4,198,112.42	45%	7,185,495.68	
	EXPENSE TOTALS	7,471,297.00	.00	7,471,297.00	472,329.09	119,094.61	1,389,987.98	5,962,214.41	20%	6,793,848.10	
	Fund 185 - LIBRARY FUND Totals	\$221,912.00	\$0.00	\$221,912.00	\$1,523,837.22	(\$119,094.61)	\$2,105,108.60	(\$1,764,101.99)		\$391,647.58	
	Fund 187 - LIBRARY CAPITAL IMPROVEMENT FD										
	REVENUE										
56060	BOND PROCEEDS	10,095,000.00	.00	10,095,000.00	.00	.00	.00	10,095,000.00	0	1,380,000.00	
56061	BOND PREMIUM	.00	.00	.00	.00	.00	.00	.00	+++	51,106.30	
	REVENUE TOTALS	\$10,095,000.00	\$0.00	\$10,095,000.00	\$0.00	\$0.00	\$0.00	\$10,095,000.00	0%	\$1,431,106.30	
	EXPENSE										
62716	BOND ISSUANCE COSTS	.00	.00	.00	.00	.00	.00	.00	+++	30,790.28	
65515	OTHER IMPROVEMENTS	10,095,000.00	.00	10,095,000.00	.00	280,122.09	.00	9,814,877.91	3	1,091,917.22	
	EXPENSE TOTALS	\$10,095,000.00	\$0.00	\$10,095,000.00	\$0.00	\$280,122.09	\$0.00	\$9,814,877.91	3%	\$1,122,707.50	
	Fund 187 - LIBRARY CAPITAL IMPROVEMENT FD Totals										
	REVENUE TOTALS	10,095,000.00	.00	10,095,000.00	.00	.00	.00	10,095,000.00	0%	1,431,106.30	
	EXPENSE TOTALS	10,095,000.00	.00	10,095,000.00	.00	280,122.09	.00	9,814,877.91	3%	1,122,707.50	
	Fund 187 - LIBRARY CAPITAL IMPROVEMENT FD Totals	\$0.00	\$0.00	\$0.00	\$0.00	(\$280,122.09)	\$0.00	\$280,122.09		\$308,398.80	
	Grand Totals										
	REVENUE TOTALS	17,788,209.00	.00	17,788,209.00	1,996,166.31	.00	3,495,096.58	14,293,112.42	20%	8,616,601.98	
	EXPENSE TOTALS	17,566,297.00	.00	17,566,297.00	472,329.09	399,216.70	1,389,987.98	15,777,092.32	10%	7,916,555.60	
	Grand Totals	\$221,912.00	\$0.00	\$221,912.00	\$1,523,837.22	(\$399,216.70)	\$2,105,108.60	(\$1,483,979.90)		\$700,046.38	

Endowment for the Evanston Public Library
Holdings as of March 31, 2018

	Symbol	Shares/Quantity	Price	Value as of 03/31/2018	% of portfolio	% of portfolio by asset class
Vanguard S&P 500 Index Fund	VFIAX	7091.115	\$243.81	\$1,728,884.75	41.7%	
Vanguard Small-Cap Index Fund	VSMAX	3750.538	\$70.42	\$264,112.89	6.4%	
Vanguard REIT Index Fund	VGSLX	1831.389	\$106.97	\$195,903.68	4.7%	
Vanguard Total International Stock Index Fund	VTIAX	14093.690	\$30.30	\$427,038.81	10.3%	
Vanguard Emerging Markets Stock Index Fund	VEMAX	6624.361	\$38.90	\$257,687.64	6.2%	69.3%
Vanguard Federal Money Market Fund	VMFXX	1.000	\$401,115.26	\$401,115.26	9.7%	
IShares Silver Trust	SLV	4788.000	\$15.41	\$73,783.08	1.8%	
SPDR Gold Trust	GLD	625.000	\$125.79	\$78,618.75	1.9%	13.3%
US Treasury TIPS Notes, maturing 1/25, 2.375%		100000.000	\$111.981	\$147,174.38	3.5%	
US Treasury TIPS Notes, maturing 1/26, 2.0%		100000.000	\$110.423	\$137,828.88	3.3%	
US Treasury TIPS Notes, maturing 2/40, 2.125%		100000.000	\$126.214	\$144,665.22	3.5%	10.4%
Vanguard Short-Term Investment Grade Bond Fund	VFSUX	10.510	\$26,710.68	\$280,729.22	6.8%	
General Electric Capital 4/15/2018 4.510% YTM		10000.000	\$99.932	\$9,993.20	0.2%	
Honeywell Intl Inc 1/3/2018		0.000	\$0.000	\$0.00	0.0%	7.0%
				\$4,147,535.75		100.0%

Cash Equivalents	13.3%
US Treasury Inflation Protected Securities	10.4%
Corporate Bonds	7.0%
Domestic Equities	52.8%
International Equities	16.5%
	<u>100.0%</u>



Memorandum

To: Library Board of Trustees

From: Karen Danczak Lyons, Library Director

Subject: Circulation Policy

Date: April 13, 2018

With the transition to the new Integrated Library System (ILS) in April 2018, the Evanston Public Library (EPL) must consider patron record management adjustments. We currently have no procedures to inactive dormant records that have fees. Beginning now, EPL will purge patron records after seven (7) years of inactivity including any balance due.

The new system will default to automatic renewal (2, twice) for items with no holds. This is expected to reduce EPL fine revenue. The Consortium of 24 libraries of which EPL participates has agreed to remove outstanding fines/fees for inactive accounts carrying less than a \$15 balance - not including lost items.

POLICY

EPL currently removes inactive accounts with no fees or fines 3 years after expiration. We do not remove inactive accounts that have a balance due.

CURRENT STATE

EPL carries a balance of \$650K containing some debt that dates back to the last data migration in 2005. Some of these accounts have been inactive since the late 1990's. The outstanding balance by decade is as follows. The balance is typical of comparable public libraries. There is no year in which the balance due exceeds 1.5% of EPL budgeted expenditures. The 'Lost Item' replacement fee represents 35 to 40% of these balances.

Decade	Balance
1980	120.54
1990	24,613.03

2000	276,290.20
2010	385,946.43

In order to pursue outstanding debt, EPL hired Unique Management Services, a collection agency, in 2003. If a patron's account balance reaches \$50, the patron is referred to collections. To date, Unique has recovered 58% of the debt owed to EPL - \$332K in cash and materials of the \$574K that was referred. The total return on investment is 9:1, the asset ROI 7:1. EPL will consider referring accounts that reach \$25.

In 2017, EPL began collecting primary address information at registration for all university students. We now call and email patrons when mail is returned for billed material.

EPL now includes a 'care of Parent' line on the address label for all minor children receiving billing statements to eliminate returned mail when last names do not match.

EPL reduced the privilege time for patrons in transitional housing to 90 days. Patrons residing in these facilities renew their library card with a letter confirming the renewal of their lease with the local facility.

All of these changes have improved the payment of fees and equally as important, the return of lost materials.

RECOMMENDATION

EPL recommends that we expunge accounts that have been inactive since before 2011 in the amount of \$393,498 deeming it uncollectable debt that will hamper the transition to the new system and inundate it with useless data.

EPL further recommends that we set the criteria for how to expunge inactive accounts after the collection process reaches a conclusion.

Services

Evanston Public Library Services Policy
Amended ~~11/09/2016~~ 4/17/2018

5.1 Borrower Registration

5.1.1 Evanston Residents

~~To receive a borrower's card, residents of Evanston should present a valid Illinois Driver's License or Illinois State Identification Card with a current Evanston address. Other forms of picture identification issued by state or national governments with a current Evanston address are also acceptable. If this identification is not available, two forms of identification are required to obtain a library card. One must be a picture identification and the other must be a recently dated document with the applicant's current address.~~

To receive a borrowers card you must be a current Evanston Resident and provide valid picture identification as listed in 5.1.2 and proof of residency as listed in 5.1.3

(Moved from below 5.1.3)

At the time of registration for a borrowers card, the applicant will provide the following information: legal name, street address (PO Boxes are not accepted), and signature. Patrons may choose to include date of birth. Additionally, to receive some notifications a telephone number, email address, and wireless carrier information may need to be provided.

Children under the age of 14 must be accompanied by a parent or legal guardian, who must present picture identification as listed in 5.1.2 and proof of residency as listed in 5.1.3.

These cards will be valid for three-years

5.1.2 ~~Photo Identification~~ Picture Identification

Acceptable picture identification such as:

- * Driver's License
- * State Identification Card
- * Student or Faculty Identification Card
- * Northwestern University Wild Card

- * Passport
- * US Permanent Resident Card (green card)
- * Illinois Public Aid Identification Card
- * Evanston Township High School Identification Card
- * City of Evanston Employee Identification Card
- * Matricula Consular Identification Card
- * Military Identification Card
- * **(Addition) Temporary Visitors Driver's License**

5.1.3 Proof of Residency

Acceptable proof of current address such as (paper or electronic copy acceptable):

- * ~~Instructional Driver's Permit~~
- * Lease or Housing Agreement
- * Bill (ex. Telephone, Gas, Electric, Water or Cable)
- * Credit Card Statement
- * Bank Statement
- * Northwestern University Wild Card Statement

* ~~Current Term's Class Schedule~~

An account statement or bill must be not more than sixty days old. Leases, housing agreements, and instructional permits must be currently valid. People who live and work in the home of an Evanston Resident may confirm their local address by means of a letter from their employer indicating that the employee resides in the household. Residents of transitional shelters or assisted living homes may confirm their residence by means of a letter from the shelter's administration on the shelter's letterhead

(Addition)

5.1.4 Residents of Temporary Housing in Evanston

Residents of transitional shelters, facilities or assisted living homes must present valid picture identification as listed in 5.1.2 and a letter from the facility indicating they are a resident including the expiration date of their lease on the facility's letterhead and a signature of the representative from the facility.

The card will be valid for the length of the lease.

(Addition)

5.1.5 University and College Students/Graduate Students

College and university students who do not have a permanent residence in Evanston must provide both their temporary Evanston residency and permanent residency when not at school.

These cards will be valid for one-year.

~~5.1.4~~ 5.1.6 Library Card Terms

~~Library cards are valid for three years. College and university students who do not have a permanent residence in Evanston are issued a library card with a one-year expiration date. Residents of transitional shelters or assisted living homes and temporary visitors are issued a library card with a 90-day expiration date.~~

Each library cardholder must safeguard his or her own library card. ~~Cardholders are responsible for all materials checked out on their library cards.~~ Lost or stolen cards must be reported immediately to the Library to prevent unauthorized use. Cardholders are responsible for all materials checked out on their library cards.

~~5.1.5~~ 5.1.7 Permissive Library Card Use

A patron may grant permission to other individuals who may use their library card for checking out materials or managing activity of the account. This authority may be immediately revoked at patron's written request.

(Addition)

Borrowers may link their library account with another one [i.e. spouse, child, etc.] as long as both cardholders are present with their library cards. Borrowers who elect to link accounts with another cardholder agree to forfeit all privacy pertaining to materials being held should they be picked up by an authorized linked cardholder.

5.2 Borrowing Privileges

5.2.1 City of Evanston Employee Cards

~~An Evanston Public Library staff card may be issued to each non-resident employee upon employment with the Library or the City of Evanston. When an employee who does not live in Evanston leaves the employ of the Library or City that person's staff card account will be closed.~~

(Change) An Evanston Only card may be issued to each non-resident employee of the City of Evanston. This card will become void when the employee no longer works for the City of Evanston. This card is only valid at Evanston Public Library Branches.

5.2.8 Registration of Reciprocal Borrowers

The Evanston Public Library will register for use any currently valid library card from a Reaching Across Illinois Library System (RAILS) library or from any library having reciprocal borrowing agreements with RAILS or with the Evanston Public Library. In addition to presenting a currently valid library card, the applicant must present ~~one form of picture identification with the current address, or picture identification plus a lease, bill or statement with the applicant's current address~~ valid picture identification as listed in 5.1.2 and proof of residency as listed in 5.1.3

5.2.9 Cash Deposit Borrowing

New residents or temporary residents who cannot meet the above identification requirements may borrow books by making a cash deposit equal to the value of the materials and the appropriate replacement service charges. The entire fee will be refunded if the books are returned on or before their due date; if materials are overdue, fines will be deducted from the fee. ~~Patrons are permitted to borrow materials by this method on only two occasions per year.~~

5.3 Verification and Changes of Patron Information

5.3.1 Library Card Renewals

The Evanston Public Library looks upon the renewal of a library card as an opportunity to confirm that the card holder is still entitled to a library card and that the library's registration records contain current and accurate information on the borrower. All applicants for the renewal of a library card are required to meet the same identification requirements as a new applicant, as described in the applicable section. **(Addition) Reciprocal Borrower's must be in good standing with no fines or fees owed to the Evanston Public Library to renew their privileges.**

5.4.2 Appeals

Anyone who believes that ~~he/she has~~ **(Change) they have** been unfairly suspended or denied a library card and is not satisfied by the decision made by the Library Director or ~~his/her~~ designee, may appeal to the Library Board. Notice of an appeal should be made in writing to the Library Director, who will inform the appellant of the date of the meeting at which the appeal will be heard.

5.5 Fines, Fees, Replacements and Service Hours

5.5.1 Borrowers with Overdue Items or Fines

The Library notifies patrons by email prior to an item's due date and notifies patrons by email or US mail when items are overdue and fines accruing. These notices are sent as a courtesy to patrons and all fines and fees accrued are due to the Library whether or not the patron sees or receives any notice. It is each patron's responsibility to return items before or when due.

Fines may be waived by the Circulation Manager or designee when, in ~~his/her~~ **(Change)their** judgment, there are mitigating circumstances. It is the goal of the Library to assist patrons in maintaining valid accounts so cardholders have access to all services.

Patrons are not permitted to check out library materials or renew their library account when they owe fines and fees that total \$10.00 or more. Library materials are considered lost when they are ~~five weeks~~ **(Change)45 days** overdue. Patrons are expected to pay for the replacement of lost materials. An additional processing fee is also charged for lost materials. Refunds are

made if lost materials are returned in good condition to the Library within 90 days after items are billed. The processing fee is not refundable. The applicable maximum fine will be deducted from the refund. If the fine matches or exceeds the cost of the item, no refund will be issued.

The Library makes use of a collection service or appropriate legal remedies to obtain the return of or payment for overdue library materials. **(Addition)**

Accounts will be sent to collections if the total amount billed is over \$25 and an additional \$10 collection service fee will be applied

When informed that a patron has overdue books or owes fines at another library, the Evanston Public Library may deny borrowing privileges until those materials are returned or the debt is paid.

5.6 Confidentiality of Records

It is the policy of the Board of Trustees of the Evanston Public Library to insure the privacy of the users of its services and considers any patron-identifiable library records to be confidential in nature. Patron-identifiable library records are collected only when they are necessary for the fulfillment of the Library's mission or for the purpose of protecting public property and are not to be used directly or indirectly to identify the types of materials used by individual library patrons. Patron-identifiable library records include any information that links a patron to use of particular library materials, resources, or services, or that identify a patron's choices, tastes, or research interests. Such records include, but are not limited to, all types of registration and circulation records, temporary Internet files stored in a computer, computer sign-up sheets, inter-library loan requests and records, patron requests to reserve, recall or obtain certain materials, staff notes pertaining to patron requests for assistance, and all correspondence with patrons having to do with use of library resources including email and social media. Even records that do not include a patron's name, but refer to some other identifiable characteristic, such as the patron's library card number, address, driver's license number, **(Addition)date of birth** or phone number are considered patron-identifiable library records.

5.7.2 ~~Reciprocal Borrowing — Chicago Residents~~ Chicago Public Library Reciprocal Borrowing

In order to maintain a balance in the Reciprocal Borrowing arrangement with the City of Chicago, the Evanston Public Library restricts loans to Chicago residents to no more than fifty items charged to a library card at any given time. **(Addition) The library card will be blocked from all checkouts, placement of holds and renewals if the patron's card has more than 4 outstanding over dues at one time.**

5.8.2 Wi-Fi Hotspots

5.8.2.1 General Guidelines

Patrons must be 16 or older and will require an acceptable picture identification as detailed in section 5.1.2 ~~Photo~~ **Picture** Identification.

- Library Info >
- Library Cards >
- Fees & Fines
- Loan Policies and Circulation Restrictions
- Renewals
- Returning Materials
- Board of Trustees >

Loan Policies and Circulation Restrictions

Loan Periods by Material Type | Library Fees and Fines | Circulation Restrictions

Loan Periods by Material Type	
Books	four weeks
Pamphlets	four weeks
Short term books	two weeks
Sound Recordings	two weeks
Audiobooks (0-12 hours)	two weeks
Audiobooks (12.5+ hours)	four weeks
Multimedia Software	two weeks
Most Wanted books	one week
Videocassettes, DVDs	one week
Lyric Opera materials	one week
WiFi Hotspots	four weeks

Circulation Restrictions		
Materials	Borrowers	Restrictions
Adult Videos	All Patrons	ten items per card
Most Wanted Books	Evanston Patrons Only	Evanston Patrons Only
All Materials	Chicago Patrons	_____
Audiobooks	All Patrons	ten items per card
Sound Recordings	All Patrons	ten items per card
Juvenile Book Kits	All Patrons	ten items per card
Juvenile Videos	All Patrons	ten items per card
Lyric Opera Materials	All Patrons	three items per card
Multimedia Software	All Patrons	three items per card
WiFi Hotspots	Evanston Patrons Only	Evanston Patrons Only

DVD

Fifty items per card

One per card

Blu-Rays
Videogames

All Patrons
All Patrons

5 per card
2 per card



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Fees & Fines

Fines by Material Type **Replacement Charges** **Reserve, Interlibrary Loan, DVD/CD-ROM Fees**
Meeting Room Fees **Non-Resident Cards** **Miscellaneous: Copiers, Microfilm, etc.**

Fines by Material Type

<i>Material</i>	<i>Fine</i>	<i>Time Unit</i>
Books	\$.25	per day
Short term books	\$.25	per day
Sound Recordings	\$.25	per day
Audio books	\$.25	per day
Videos, DVDs and software	\$1.00	per day
Children's and Young Adult Materials	\$.15	per day
Maximum fine	\$10.00	per item

Replacement Charges

<i>Item</i>	<i>Charge</i>
Lost library card	\$1.00
Lost [REDACTED] materials Print	Cost of item + \$5 processing fee
Processing fee for lost library materials	\$5.00
Collection Agency Fee	\$10.00
[REDACTED]	[REDACTED]
[REDACTED] from multiple cd set	[REDACTED]
Lost pamphlet or map	[REDACTED] \$5.00
[REDACTED]	[REDACTED]
DVD case	[REDACTED] \$2.00
Reading kit bags	\$1.00



Reserve, Interlibrary Loan, DVD/CD-ROM Fees



Memorandum

To: Library Board of Trustees

From: Teri Campbell, Assistant Director
Kim Hegelund, Assistant Circulation Manager

Subject: Cancellation of ProPay Account and Transition to New Vendor

Date: April 13, 2018

With the migration to Polaris, our online eCommerce merchant is required to change. Our current merchant ProPay's system is not compatible with Polaris. ProPay has requested that the cancellation of their contract include formal action by the Board of Trustees of each library.

Our computer consortium CCS solicited new eCommerce vendors and narrowed a list of 9 vendors to the top three candidates after an assessment of services and fees. Based upon the volume of credit card transactions processed by EPL and the associated transaction fees and yearly maintenance costs, our analysis revealed that First Data provides the best option for the Evanston Public Library.

After the migration to Polaris, EPL through CCS has 60 days to negotiate an agreement with our new vendor First Data and to transition to their system without penalty fees.

Staff recommends that the Board of Trustees authorize the termination of the agreement with ProPay and authorization for EPL, through CCS to enter into agreement with First Data for online merchant services.



Memorandum

To: Library Board of Trustees

From: Teri Campbell, Assistant Director
Kim Hegelund, Assistant Circulation Manager

Subject: Minimum amount for credit card transactions

Date: April 13, 2018

In order to accept credit card payments for fines and fees, whether in-person or online, the vendor charges a fee per transaction. As we transition to a new integrated library system and a new eCommerce vendor we have examined the impact of deducting the transaction charges from the payment, the complications in reconciling our receipts and the associated reduction in actual revenue to the Library. The average transaction fee charged by ProPay was 3%.

Our new vendor First Data charges both a transaction fee on all credit card transactions and a fee per transaction of up to \$.20.

Staff recommends that the Board of Trustees allow EPL to set a \$1.00 minimum for credit card transactions whether initiated in person or online. Setting a minimum of \$1.00 per credit card transaction prevents the Evanston Public Library from being charged more in transaction and per transaction fees than the amount of the fine or fee being paid.



Memorandum

To: Library Board of Trustees

From: Karen Danczak Lyons, Library Director

Subject: Proposed Change to Non-Resident Card Fee

Date: April 13, 2018

The State of Illinois requires the Library Board to “annually take action to decide whether to issue non-resident library cards during the ensuing 12 months. At that time, the non-resident library card fee formula and fee, if applicable, to be used will be determined and adopted.”

The Illinois State Library has a recommended formula for calculating a library nonresident fee.

The Illinois State Library has a recommended formula for calculating a library non-resident fee. The Library income from local property tax sources or its equivalent is divided by the population to yield the per capita library property tax support. This amount is then multiplied by the average number of persons per household (per the 2010 census) to produce the recommended non-resident fee of \$205. Our non-resident fee must at least equal this amount in order for the Library to be eligible for the State Per Capita Grant.

A	Local Property Tax Support	\$6,761,668
B	Population	74,486
C	A divided by B	\$91.65
D	Average number of people per household	2.25
E	NR Fee = C * D	\$204.25

All of the territory surrounding Evanston is served by tax supported public libraries, so we have a relatively small number of people who purchase non-resident cards. We average 10 active non-resident card users per year. Most are purchased by Chicago residents who wish to check out more than ten items per visit to the Library. Our current non-resident card fee is \$194.

Recommendation: Staff recommends Board approval of increasing the non-resident library card fee to \$205.00 per year effective May 1st.



Memorandum

To: Library Board of Trustees

From: Karen Danczak Lyons, Library Director
John Devaney, Library Facilities Manager

Subject: Approval of Renewal of Siemens Building Automation Service Agreement

Date: April 11, 2018

Recommended Action:

Staff recommends approval of a two year service and maintenance Agreement with Siemens Building Technologies (585 Slawin Court, Mount Prospect, IL 60056) for the building automation system (BAS) at the Main Library at a cost of \$23,080.00 for the period of January 1, 2018 thru December 31, 2018.

This Agreement also contains a one year extension for the period of January 1, 2019 thru December 31, 2019 at the cost of \$23,740.

Funding Source:

This agreement is funded from the Library Fund – Building Maintenance Services account 185.48.4840.62225 at the budgeted amount of \$23,740 for 2018.

Summary:

The Siemens BAS monitors and controls the heating, ventilation, air conditioning (HVAC) and lighting systems for the Main Library. It was installed when the Main Library was built in 1994. The system is proprietary; Siemens is the sole source for system expertise, and replacement hardware/software upgrades. This renewal includes necessary training for the software upgrades to the newly installed Desigo operating system. The BAS allows staff to monitor and control the HVAC and lighting systems both onsite and remotely.

The 2018 contract also includes two (2) days of off-site training at the Buffalo Grove Siemens training center for our newly upgraded operating program.

Advantage Services[®]

Agreement for: City of Evanston Main Library
Site location: 1703 Orrington, Evanston

2/12/18

SIEMENS

1 Overview

1.1 Executive Summary

You have made a significant investment in your facility and its complex technical systems which are critical to the profitability and productivity of your overall operation. The existing Building Automation System actively controls the following building equipment:

All Air Handling & Ventilation Systems
HW / CHW Pumps
Continuous Monitoring of System Alarms

Siemens service coverage levels are identified below and consist of preventive maintenance and software updates. All Software Revisions are provided to prevent system obsolescence, maintain system performance, and minimize your energy spend. All regular maintenance and service tasks will be provided throughout the year as needed to maintain the performance of the Building Automation and System.

This Service Agreement has been specifically developed to support your unique facilities, and the services provided herein will help you in achieving your facility goals.

1.2 Siemens Capabilities & Commitment to Our Customers

Siemens Industry, Inc. is the leading single-source provider of cost-effective facility performance solutions for the comfort, life safety, security, energy efficiency and operation of some of the most technically advanced buildings in the world. Siemens is pleased to offer this proposal for technical support services to your facility. For more than 150 years, Siemens has built a culture of long-term commitment to customers through innovation and technology. We are confident that we have the capabilities to meet your critical facility needs today and in the future, and we look forward to the opportunity to serve you.

1.3 Building Automation Services

1.3.1 Technical Support Services

Emergency Online/Phone Response is provided Monday through Sunday, 24x7. System and software troubleshooting and diagnostics will be provided remotely to enable faster response to emergency service requests and to reduce the costs and disruptions of downtime. Siemens will respond within (4) hours or sooner, upon receiving notification of an emergency, as determined by your staff and Siemens. Where applicable, Siemens will furnish and install the necessary online service technology to enable us to remotely dial into your system, through a dedicated telephone line that will be provided by the facility. Where remote access is not available to the system, Siemens will provide phone support to your staff to assist in their onsite troubleshooting and diagnosis. If remote diagnostics determine a site visit is required to resolve the problem, a technician can be dispatched.

Emergency Onsite Response: Emergency Onsite Response will be provided to reduce the costs and disruptions of downtime when an unexpected problem does occur. Siemens will provide this service between scheduled service calls and be onsite by the next business day, upon receiving notification of an emergency. Critical emergencies, as determined by your staff and Siemens, are failures at a system or panel level that would result in the loss of the operation of an entire section of a building or place the facility at high risk. Non-emergency conditions, as determined by your staff and Siemens, are failures at an individual component level resulting in minimal impact to the overall operation of the facility. Non-emergency conditions, as determined by your staff and Siemens, may be incorporated into the next scheduled service call. Siemens will provide (8) hours of emergency on-site labor under this contract. Additional Emergency on-site labor will be provided and billed at the prevailing discounted rate.

Controller Analysis & Optimization: Through Controller Analysis & Optimization, we ensure reliable and optimized performance of your BAS Terminal Equipment Controllers throughout your HVAC system. You will realize a more comfortable and productive environment and will benefit from lower energy consumption through more efficient equipment usage. Terminal equipment can by their nature under perform due to a number of reasons; mechanical, electrical, control settings, building use and climatic conditions. Through the use of the Controller Analysis Program (CAP) and / or other tools we can pinpoint which systems have possible air flow or temperature control problems.

Preventive Maintenance: Siemens will provide (6) onsite preventive maintenance inspections for the Building Automation System. All inspections will be scheduled in advance with your engineering staff. Adjustments to scheduled inspections will be coordinated and agreed upon by all parties. All onsite inspection activities will be documented and reviewed as needed.

Staff Training and Operator Coaching: Siemens will provide onsite training and systems consulting during our regularly scheduled inspections to review operational sequences, software enhancements, new system capabilities, or other system related issues. Ongoing staff training is essential in achieving full use of the systems operational capabilities, managing staff turnover, and minimizing system failures. Siemens will also provide (2) Desigo Training classes at our Customer training facility in Buffalo Grove. Christian Micor will coordinate availability and scheduling of your staff for the recommended training sessions. We will meet with your staff on an ongoing basis to evaluate the effectiveness of these services.

Business Protection & Recovery Services. Through this service we help protect your HVAC Control Systems vital databases of business information from unforeseen and costly catastrophic events (lightning strike, electrical power surge, hard drive or controller failure, flood, physical damage, etc.). Siemens will perform quarterly scheduled back-ups for your PC based workstation database & graphics and / or field panel databases and provide safe storage of this critical business information. Should a catastrophic event occur, we will respond onsite (or online if such service is included in this proposal) to reload the databases and system files from our stored backup copy, to restore your operation as soon as possible. The Apogee database and all applications are fully maintained by Siemens. We will provide advanced diagnostics and troubleshooting through our Corporate Field support team to assist in the resolution of Apogee software based issues.

Network Analysis & Optimization: Through this service we will ensure reliable communication throughout your Building Automation System. We will coordinate with your IT Network staff/provider to verify the appropriate connectivity is maintained. Ongoing maintenance of your IT network including routers, switches, and hubs is the responsibility of your staff/provider. Siemens will provide preventive maintenance in accordance with a program of routines as determined by our experience, equipment application and location. The field hardware included under this service will be based on the BAS System profile effective 12/1/2018.

Repair & Replacement Services. To reduce the effects of unbudgeted repairs, Siemens will provide labor and / or materials to repair or replace failed or worn components to maintain your system in peak operating condition. Components that are suspected of being faulty may be repaired or replaced in advance to minimize the occurrence of system interruptions. Repair and replacement of all BAS Panels identified on the List of Maintained Equipment devices will be managed on a time & material basis. All external sensors/actuators/end devices will be repaired or replaced and invoiced at the preferred discounted rates.

Software Analysis & Optimization: Through Software Analysis & Optimization, Siemens will help ensure that software changes made by your staff are clear and consistent. We will address any software problems that would negatively impact system performance. We will address any programming errors, failed points, points in alarm, unresolved points or points in operator priority, both at the front end workstation and at the field panel. This will increase system efficiency, assure compliance to specified conditions, and reduce the risk of costly and disruptive system problems. We will perform this service using onsite visits and / or remote services (if applicable).

Software Updates. Through this service, you will benefit from new features and enhancements that will improve building operations, take advantage of the latest version changes, while extending the life of your investment. Siemens Desigo CC operating system will be fully covered under this program assuring that you receive all updates, patches, and application revisions as they become available. All software documentation and system training will be provided to familiarize you with the new features and their associated benefits. These updates deliver the benefits of Siemens Industries commitment to compatibility by design, a commitment unique in our industry.

Maintained Equipment Table

SIEMENS

Siemens Industry, Inc.
Service Agreement

List of Maintained Equipment

Equipment Category	Equipment SubCategory	Equipment	Qty	Serial Number	Location	Mfg/Model
Control Systems - Summary Level	Data Protection & Data Recovery	Desigo Rev 2.1 with Extended Feature Set	1			
Services (quarterly): Data Protection & Recovery Services, Software revisions						
Control Systems - Summary Level	Data Protection & Data Recovery	Datamate and RENO Paging Application	1			
Services (quarterly): Data Protection & Recovery Services, Software revisions						
DESIGO SERVER	Virtual Server	DELL	1			
Owner provided hardware/verify database operation and network communication with Evanston IT						
Control Systems - Summary Level	Software Licensing	Desigo 100 Point License	5			
Services (quarterly): Preventative Maintenance, Software revisions						
Field Hardware	BLN Controller	PXM Controller	2			
Services (quarterly): Preventative Maintenance, Repair labor provided during PM inspections						
Field Hardware	FLN Controller	Terminal Equipment Controller	109			
Services (quarterly): Preventative Maintenance, Repair labor and Material excluded						
Field Hardware	FLN Controller	BIM Controller	2			
Services (quarterly): Preventative Maintenance, Repair labor and Material excluded						

**Siemens Industry, Inc.
Building Technologies Division**

Service Labor Rates - Chicago Area Rates (Jan 1, 2018 thru Dec 31, 2018)

Please note: Rates shown are for the period referenced above but are subject to change without notice.

Standard Labor Rates:	Straight Time (M-F 7 AM to 5 PM) excl. Holidays	Regular Overtime (M-F 5 PM to 7 AM, & Sat) excl. Holidays	Sundays & Holidays
Automation Specialist	\$223.00	\$290.00	\$379.00
Online Automation Specialist **	\$223.00	\$290.00	\$379.00
Electrical Technician	\$232.00	\$302.00	\$394.00
Fire Tech / Sprinkler Fitter	\$189.00	\$246.00	\$321.00
Security Specialist	\$189.00	\$246.00	\$321.00
Engineer	\$235.00	\$306.00	\$399.00
Energy Engineer	\$272.00	\$354.00	\$462.00
Electrical Engineer	\$251.00	\$326.00	\$427.00
HVAC Mechanic	\$199.00	\$259.00	\$338.00

Customers with an active Service Agreement will be eligible for the preferred customer labor rates listed below.

Preferred Customer Labor Rates:	Straight Time (M-F 7 AM to 5 PM) excl. Holidays	Regular Overtime (M-F 5 PM to 7 AM, & Sat) excl. Holidays	Sundays & Holidays
Automation Specialist	\$188.00	\$244.00	\$320.00
Online Automation Specialist	\$188.00	\$244.00	\$320.00
Electrical Technician	\$203.00	\$264.00	\$345.00
Fire Tech / Sprinkler Fitter	\$166.00	\$216.00	\$283.00
Security Specialist	\$166.00	\$216.00	\$283.00
Engineer	\$207.00	\$269.00	\$352.00
Energy Engineer	\$238.00	\$309.00	\$404.00
Electrical Engineer	\$220.00	\$286.00	\$374.00
HVAC Mechanic	\$195.00	\$234.00	\$297.00

Material Rates: Customers with an active Service Agreement will benefit from a discount percentage off of standard pricing for Siemens Industry Inc. – BT Division products. Customers without a Service Agreement will pay standard pricing for Siemens Industry Inc. – BT Division products.

Straight rate applies from 7 a.m. – 5 p.m. Monday thru Friday (except Holidays).

Minimum Labor Charges and Travel Costs:

Service for customers with a Service Agreement involving travel to the customer site will incur a two hour minimum labor charge plus a flat \$85.00 Trip Charge (no additional mileage charges apply).

Service for customers without a Service Agreement involving travel to the customer site will incur a four hour minimum labor charge plus a flat \$95.00 Trip Charge (no additional mileage charges apply).

Automation On-line Support Services:

*Customers with Automation Service Agreements will receive remote diagnostic services and consulting services via phone at no cost for up to 1 hour. If online support services cannot correct the issue, a technician will be dispatched for onsite services. Prevailing rates / minimum charges will only be applied for onsite services.

**Customers without Automation Service Agreements will be charged a 1 hour minimum (at the prevailing Automation Specialist rate) for online automation diagnostics and other remote services, and consulting services provided via phone. If online support services cannot successfully correct the issue, the 1 hour will be credited to any onsite corrective services required.

Factory Repair / Replacement Material Discounts:

Customers with a current Service Agreement will receive a discount of 40% less 20% off list on standard catalog pricing for Siemens Industry Inc. – BT Division products except products listed in the catalog with the @ sign are limited to a 40% discount.

Customers without a current Service Agreement will receive a discount of 30% off list on standard catalog pricing for Siemens Industry Inc. – BT Division products.

Fire alarm products from EST will be charged at list price less 20% for our Fire Service Agreement customers and list price for all other customers.

3. Terms and Conditions

SERVICE TERMS AND CONDITIONS WITH MONITORING (REV. 02/09)

Article 1: General

1.1 (a) This Agreement constitutes the entire, complete and exclusive agreement between the parties relating to the services ("Services") to be provided by SBT and supersedes and cancels all prior proposals, agreements and understandings, written or oral, relating to the subject matter of this Agreement. Neither party may assign the Agreement or any rights or obligations hereunder without the prior written consent of the other except that either party may assign this Agreement to its affiliates and SBT may grant a security interest in the proceeds to be paid to SBT under this Agreement; assign proceeds of the Agreement; and/or use subcontractors in performance of the Services. The terms and conditions of this Agreement shall not be modified or rescinded except in writing, with the prior approval of the Legal Departments of SBT and Customer and signed by duly authorized officers or managers of SBT and Customer.

(b) Nothing contained in this Agreement shall be construed to give any rights or benefits to anyone other than the Customer and SBT without the express written consent of both parties. All provisions of this Agreement allocating responsibility or liability between the parties shall survive the completion of the Services and termination of this Agreement.

(c) Certain terms and conditions contained herein may not apply to the Services to be provided hereunder. It is the intent of the parties, however, that the interpretation to be given to the terms and conditions is to apply all terms and conditions unless clearly inapplicable given the type of Services included.

1.2 This Agreement shall be governed by and enforced in accordance with the laws of the State of Illinois. Any litigation arising under this Agreement shall be brought in the State or Commonwealth in which the Services are provided to Customer. TO THE EXTENT PERMITTED BY LAW, THE PARTIES WAIVE ANY RIGHT TO A JURY TRIAL ON MATTERS ARISING OUT OF THIS AGREEMENT.

1.3 After the expiration of the Initial Term, this Agreement shall automatically renew for successive one year periods beginning on the anniversary date of the Initial Term unless stated otherwise in the Agreement.

1.4 Either party may terminate or amend this Agreement at the end of the Initial Term or at the end of a renewal term by giving the other party at least sixty (60) days prior written notice of such amendments or intent not to renew.

1.5 If, during or within 90 days after the term of this Agreement, Customer engages any SBT employee who has performed work under this or any other agreement between Customer and SBT, Customer shall pay SBT an amount equal to the employee's latest annual salary.

Article 2: Covered Equipment

2.1 "Covered equipment" shall mean that equipment expressly identified as System Components in this Agreement. The Customer represents that at the commencement of this Agreement all Covered Equipment is in satisfactory working condition and complies with all applicable codes.

2.2 If the fire or life safety system is included as part of the Covered Equipment does not comply with all applicable codes or if removal of any Covered Equipment from coverage would compromise or impair the integrity or the compliance with law of any system or Services, and Customer fails to take corrective action, then SBT may terminate this Agreement without further obligation and retain all monies received pursuant to this Agreement.

2.3 All testing and inspection of any Covered Equipment provided for in this Agreement will be performed at the time and place and in the manner deemed appropriate by SBT, in accordance with applicable law and the requirements of then current National Fire Protection Association ("NFPA") guidelines if applicable, and other relevant standards. Customer is solely responsible for, and hereby indemnifies and holds SBT harmless from and against, any liability arising from Customer's specification of a testing schedule other than then current NFPA or other applicable standards or laws.

2.4 If the Covered Equipment is altered or moved by any person, including Customer, other than SBT or a person authorized by it, Customer shall immediately notify SBT in writing, and SBT reserves the right to perform a reacceptance test on, or, if necessary, a recommissioning of the system at Customer's expense. Reacceptance tests will be performed in accordance with then current NFPA or other applicable requirements, and charged on a time and materials basis.

Article 3: Services by SBT

3.1 SBT shall only perform the Services identified in this Agreement.

3.2 SBT shall have no liability or obligation to continue providing Services in the event Customer fails to (a) authorize a reacceptance test or recommissioning that SBT reasonably deems necessary; (b) notify SBT of any modifications or changes to the Covered Equipment or unusual or materially changed operating conditions, hours of usage, system malfunctions or building alterations that may affect the Services; (c) provide the access to any site where Services are to be performed; or (d) operate, service or maintain the Covered Equipment in accordance with manufacturer's or supplier's instructions or this Agreement. After any of the aforesaid events SBT may terminate or suspend services under this Agreement immediately, upon giving notice to Customer.

3.3 Any repairs and replacements of Covered Equipment as may be expressly included in the Services are limited to restoring the proper working condition of such Covered Equipment. SBT will not be obligated to provide replacement Covered Equipment that represents significant capital improvement compared to the original. Exchanged or removed components become the property of SBT, except Hazardous Materials, which under all circumstances remain the property and responsibility of Customer.

3.4 Unless agreed otherwise, Services do not include and SBT is not responsible for (a);

(a) service or provision of consumable supplies, including but not limited to batteries and halon cylinder charging; (b) reinstallation or relocation of Covered Equipment; (c) painting or refinishing of Covered Equipment or surrounding surfaces; (d) changes to Services; (e) parts, accessories, attachments or other devices added to Covered Equipment but not furnished by SBT; (f) failure to continually provide suitable operating environment including, but not limited to, adequate space, ventilation, electrical power and protection from the elements; or (g) the removal or reinstallation of replacement valves, dampers, waterflow switches, venting or draining systems. SBT is not responsible for services performed on any Covered Equipment other than by SBT or its agents.

3.5 The Services shall be performed in a manner consistent with the degree of care and skill ordinarily exercised by persons performing the same or similar Services in the same locale under similar circumstances and conditions.

3.6 SBT shall perform the Services during its local, normal working hours, unless otherwise stated in this Agreement.

3.7 SBT is not required to conduct safety or other tests, install or maintain any devices or equipment or make modifications or upgrades to any equipment beyond the scope of this Agreement. Any request to change the scope or the nature of the Services must be in the form of a mutually agreed change order, effective only when executed by all parties hereto.

3.8 All reports and drawings specifically prepared for and deliverable to Customer pursuant to this Agreement ("Deliverables") shall become Customer's property upon full payment to SBT. SBT may retain file copies of such Deliverables. All other reports, notes, calculations, data, drawings, estimates, specifications, manuals, other documents and all computer programs, codes and computerized materials prepared by or for SBT are instruments of SBT's work ("Instruments") and shall remain SBT's property. Siemens conveys no license to software unless otherwise expressly provided in this Agreement. All Deliverables and Instruments provided to Customer are for Permitted Users' use only for the purposes disclosed to SBT, and Customer shall not transfer them to others or use them or permit them to be used for any extension of the Services or any other purpose, without SBT's express written consent. Any reuse of Deliverables or Instruments for other projects or locations without the written consent of SBT, or use by any party other than Permitted Users, will be at Permitted Users' sole risk and without liability to SBT; and, in addition to any other rights SBT may have, Customer shall indemnify, defend and hold SBT harmless from any claims, losses or damages arising therefrom.

3.9 Customer acknowledges that SBT, in the normal conduct of its business, may use concepts, skills and know-how developed while performing other contracts. Customer acknowledges the benefit which may accrue to it though this practice, and accordingly agrees that anything in this Agreement notwithstanding Siemens may continue, without payment of a royalty, this practice of using concepts, skills and know-how developed while performing this Agreement.

3.10 Where Services include energy consulting, any estimates of probable construction or implementation costs, financial evaluations, feasibility studies or economic analyses prepared by SBT, the documents prepared for the Customer will represent SBT's best judgment based on SBT's experience and the information reasonably available to SBT at the time that the Services are performed. Customer acknowledges that SBT does not control: (a) the costs of labor, materials, equipment or services furnished by others; (b) overall market conditions; or, (c) contractors' methods of determining prices. Accordingly, Customer acknowledges that proposals, bids or actual costs may differ from opinions, evaluations or studies submitted by SBT as part of the Services provided hereunder.

3.11 Where Services include EMC, SBT will have a disaster recovery plan and a disaster contingency plan.

Article 4: Responsibilities of Customer

4.1 Customer, without cost to SBT, shall:

(a) Designate a contact person with authority to make decisions for Customer regarding the Services and provide SBT with information sufficient to contact such person in an emergency. If such representative cannot be reached, any request for Services received from a person located at Customer's site will be deemed authorized by Customer, and SBT will, in its reasonable discretion, act accordingly;

(b) Provide or arrange without cost all reasonable provisions, means and access for SBT to any site and the equipment where Services are to be performed;

(c) Permit SBT to control and/or operate all controls, systems, apparatus, equipment and machinery necessary to perform the Services;

(d) Furnish SBT with all available information pertinent to the Services;

(e) Obtain and furnish to SBT all approvals, permits and consents from government authorities and others as may be required for performance of the Services except for those SBT has expressly agreed in writing to obtain;

(f) Maintain the Services site in a safe condition; notify SBT promptly of any site conditions requiring special care; and provide SBT with any available documents describing the quantity, nature, location and extent of such conditions;

(g) Comply with all laws and provide any notices required to be given to any government authorities in connection with the Services, except such notices SBT has expressly agreed in this Agreement to give;

(h) Provide SBT with Material Safety Data Sheets (MSDS) conforming to OSHA requirements related to all Hazardous Materials at the site which may impact the Services;

(i) Furnish to SBT any contingency plans related to the site;

(j) Furnish the specified operating environment, including without limitation, suitable, clean, stable, properly conditioned electrical power and other utilities;

(k) Maintain all Covered Equipment in good working order in compliance with all applicable laws and service, repair and replace all Covered Equipment as necessary; and,

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(l) Perform inspections and tests as indicated in the Life Safety System Logbook and record same in the Life Safety System logbook.

4.2 Customer acknowledges that the technical and pricing information herein is proprietary to SBT and agrees not to disclose or otherwise make it available to others.

4.3 Customer acknowledges that it is now and shall be at all times in control of the Services site. SBT shall not have any responsibility, duty or authority to direct, supervise or oversee any employees or contractors of Customer or their work or to provide the means, methods or sequence of their work or to stop their work. SBT's work and/or presence at a site shall not relieve others of their responsibility to Customer or to others. Except as expressly provided herein, SBT is not responsible for the adequacy of the health, safety or security programs or precautions related to Customer's or other contractors' activities or operations; the work of any other person or entity; or Customer's site conditions. SBT is not responsible for inspecting, observing, reporting or correcting health or safety conditions or deficiencies of Customer or others at Customer's site. So as not to discourage SBT from voluntarily addressing such issues, in the event SBT does make observations, reports, suggestions or otherwise regarding such issues, SBT shall not be liable or responsible for same.

4.4 Except as expressly stated in this Agreement, Customer is solely responsible for any removal, replacement or refinishing of the building structure or finishes that may be required to perform or gain access to the Services.

4.5 Customer alone shall act to protect life and property from the time a partial or full system failure occurs until SBT notifies Customer that such system is operational or the emergency has been cleared. Customer's actions shall include all appropriate interim safety precautions (such as a manual "fire watch"). SBT shall have no obligation to provide guards, fire watch personnel, or other services following a system failure, except Services as are specifically provided for in this Agreement.

4.6 Customer shall not attach to the system or Covered Equipment any device that interferes with the Services or the proper operation of the system or Covered Equipment.

Article 5: Compensation

5.1 Annual Fee(s) shall be adjusted for each year after the final year of the Initial Term pursuant to the agreed Price Adjustment hereto and incorporated herein. Unless otherwise agreed in writing, this Agreement is not cancelable and the annual fee is not refundable except as provided herein.

5.2 Payments to be made under this Agreement will provide for, and be in consideration of, only Services specifically included under the Proposed Solution. All other Services, including but not limited to the following, shall be separately billed or surcharged on a time and materials basis: (a) emergency Services performed at Customer's request, if inspection does not reveal any deficiency covered by this Agreement; (b) Services performed other than during SBT's normal working hours; and (c) Service performed on equipment not covered by this Agreement.

5.3 SBT shall invoice Customer as provided in this Agreement, or if not expressly provided, then on an annual basis prior to the Start Date and annually thereafter on the anniversary of such Start Date. Invoices are due and payable net cash upon receipt unless Customer has applied and been approved for credit with SBT, in which case the invoice is payable within 30 calendar days of receipt by Customer or as otherwise set forth in this Agreement. If any payment is not received when due, SBT may deem Customer to be in breach hereof and may enforce any remedies available to it hereunder or at law, including without limitation, acceleration of payments and suspension or termination of Services at any time and without notice, and shall be entitled to compensation for Services previously performed and costs reasonably incurred in connection with the suspension or termination. In the event that any payment due hereunder is not paid when due, Customer agrees to pay, upon demand, as a late charge, one and one-half percent (1.5%) of the amount of the payment per month, limited by the maximum rate permitted by law of each overdue amount under this Agreement. Customer shall reimburse SBT's costs and expenses (including reasonable attorneys' fees and witnesses' fees) incurred for collection under this Agreement. If Customer disputes any portion or all of an invoice, it shall notify SBT in writing of the amount in dispute and the reason for its disagreement within 21 days of receipt of the invoice. The undisputed portion shall be paid when due, and interest on any unpaid portion shall accrue as aforesaid, from the date due until paid, to the extent that such amounts are finally determined to be payable to SBT.

5.4 Except to the extent expressly agreed in this Agreement, SBT's fees do not include any taxes, excises, fees, duties, permits or other government charges related to the Services. Customer shall pay such amounts or reimburse SBT for any amounts it pays. If Customer claims a tax exemption or direct payment permit, it shall provide SBT with a valid exemption certificate or permit and indemnify, defend and hold SBT harmless from any taxes, costs and penalties arising out of same.

5.5 Unless agreed otherwise, the pricing for each year after the Initial Term of the Agreement and each year of each renewal of the Agreement shall be determined as the immediate prior year price plus a price escalator based upon the U.S. Department of Labor, Bureau of Labor Statistics Urban Consumer Price Index-All Urban Consumers U.S. All items, 1982-1984=100 ("CPI-U"). In addition, each renewal term pricing shall be adjusted for any additions or deletions to Services selected for the renewal term. The price escalator shall be the latest semi-annual CPI-U identified above published prior to each annual anniversary. This escalator shall be applicable to each annual term, whether a renewal term or an annual term after the first year of the Initial Term.

Article 6: Changes; Delays; Excused Performance

6.1 As the Services are performed, conditions may change or circumstances outside SBT's reasonable control (such as changes of law) may develop which require SBT to

expand additional costs, effort or time to complete the Services, in which case SBT shall notify Customer and an equitable adjustment made to the compensation and time for performance. In the event conditions or circumstances require Services to be suspended or terminated, SBT shall be compensated for Services performed and for costs reasonable incurred in connection with the suspension or termination.

6.2 SBT shall not be responsible for loss, delay, injury, damage or failure of performance that may be caused by circumstances beyond its control, including but not limited to acts or omissions by Customer or its employees, agents or contractors, Acts of God, war, civil commotion, acts or omissions of government authorities, fire, theft, corrosion, flood, water damage, lightning, freeze-ups, strikes, lockouts, differences with workmen, riots, explosions, quarantine restrictions, delays in transportation, or shortage of vehicles, fuel, labor or materials. In the event of any such circumstances, SBT shall be excused from performance of the Services and the time for performance shall be extended by a period equal to the time lost plus a reasonable recovery period and the compensation equitably adjusted to compensate for additional costs SBT incurs due to such circumstances.

Article 7: Warranties; Disclaimers; Limitation of Liability

7.1 Labor in performing the Services is warranted to be free from defects in workmanship for 90 days after the Services are performed. All labor provided by SBT hereunder found to be defective and otherwise qualifying under this warranty shall be re-performed by SBT. Such re-performance hereunder shall not interrupt or prolong the terms of this warranty. In the event that any such re-performance fails to cure such defects, then Customer's exclusive remedy against SBT for damages from any cause whatsoever, whether in contract or tort, shall not exceed an amount equal to the limitation set forth in Section 7.5 herein.

7.2 THE EXPRESS LIMITED WARRANTY PROVIDED ABOVE IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, STATUTORY, EXPRESS, OR IMPLIED, INCLUDING WITHOUT LIMITATION ALL EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, QUALITY, CAPACITY, OR WORKMANSHIP, ALL EXPRESS OR IMPLIED WARRANTIES AGAINST PATENT INFRINGEMENTS OR DEFECTS, WHETHER HIDDEN OR APPARENT, AND EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO COMPLIANCE OF THE COVERED EQUIPMENT WITH THE REQUIREMENTS OF ANY LAW, REGULATION, SPECIFICATION OR CONTRACT RELATIVE THERETO, WHICH ARE HEREBY EXPRESSLY DISCLAIMED.

7.3 Customer hereby, for it and any parties claiming under it, releases and discharges SBT from any liability arising out of all hazards covered by Customer's insurance, and all claims against SBT arising out of such hazards, including any right of subrogation by Customer's insurance carrier, are hereby waived by Customer.

7.4 ANY IDEAS, SUGGESTIONS, RECOMMENDATIONS, FINANCIAL EVALUATIONS, FEASIBILITY STUDIES OR ECONOMIC ANALYSIS PREPARED BY SBT UNDER THIS AGREEMENT WILL REPRESENT ITS BEST JUDGMENT BASED ON ITS EXPERIENCE AND THE AVAILABLE INFORMATION. CUSTOMER ACKNOWLEDGES THAT THE ENERGY MARKET IS VOLATILE AND SUBJECT TO FREQUENT PRICE AND REGULATORY CHANGES. THEREFORE, CUSTOMER FURTHER ACKNOWLEDGES THAT SBT DOES NOT CONTROL FUTURE MARKET CONDITIONS OR THE ENERGY MARKET'S REGULATORY CLIMATE. NOTHING HEREIN SHALL BE CONSTRUED BY THE CUSTOMER AS A PREDICTION OF FUTURE ENERGY MARKET CONDITIONS OR ENERGY PRICES. ACCORDINGLY, SBT DOES NOT PROVIDE CUSTOMER A GUARANTY OR WARRANTY OF THE RESULTS OF SBT'S RECOMMENDATIONS. CUSTOMER MAKES ANY AND ALL ENERGY PROCUREMENT AND RELATED DECISIONS. CUSTOMER ACKNOWLEDGES THAT ALL ENERGY PROCUREMENT AND RELATED DECISIONS ARE MADE AT THE CUSTOMER'S SOLE RISK.

7.5 WITH RESPECT TO ANY LIABILITY (WARRANTY OR OTHERWISE) THAT SBT MAY HAVE UNDER THE AGREEMENT, IN NO EVENT SHALL SBT BE LIABLE (INCLUDING WITHOUT LIMITATION, UNDER ANY THEORY IN TORTS) FOR ANY LOSS OF USE, REVENUE, ANTICIPATED PROFITS OR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS AND/OR LOST BUSINESS OPPORTUNITIES) ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT OR THE SERVICES WHETHER ARISING IN WARRANTY, TORT, CONTRACT, STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY, WHETHER, FOR WARRANTY, LATE OR NON-DELIVERY OF ANY SERVICES, AND WHETHER SBT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; and, in any event, SBT's aggregate liability for any and all claims, losses or expenses (including attorneys fees) arising out of this Agreement, or out of any Services furnished under this Agreement, whether based in contract, negligence, strict liability, agency, warranty, trespass, indemnity or any other theory of liability, shall be limited, as liquidated damages, to the greater of \$1,000 or 10% of the total compensation received by SBT from Customer under this Agreement. SBT reserves the right to control the defense and settlement of any claim for which SBT has an obligation under the warranty hereunder. The parties acknowledge that the price which SBT has agreed to perform its Services and obligations under this Agreement is calculated based upon the foregoing limitations of liability, and that SBT has expressly relied on, and would not have entered into this Agreement but for such limitations of liability.

7.6 It is understood and agreed by and between the parties that SBT is not an insurer and this Agreement is not intended to be an insurance policy or a substitute for an insurance policy. Insurance, if any, shall be obtained by Customer. Fees are based solely

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upon the value of the Services, and are unrelated to the value of Customer's property or the property of others on Customer's premises.

Article 8: Limitations of Maintenance or Service Obligations

8.1 SBT will not be responsible for the maintenance, repair or replacement of, or Services necessitated by reason of: (a) non-maintainable, non-replaceable or obsolete parts of the Equipment, including but not limited to ductwork, shell and tubes, heat exchangers, coils, unit cabinets, casings, refractory material, electrical wiring, water and pneumatic piping, structural supports, cooling tower fill, slats and basins, etc. unless otherwise specifically stated herein; or (b) negligence, abuse, misuse, improper or inadequate repairs or modifications, improper operation, lack of operator maintenance or skill, failure to comply with manufacturer's operating and environmental requirements, Acts of God, or other reasons beyond its control. SBT assumes no responsibility for any service performed on any Covered Equipment other than by SBT or its agents.

8.2 SBT shall not be responsible for loss, delay, injury or damage that may be caused by circumstances beyond its control, including but not restricted to acts or omissions by Customer or its employees or agents, Acts of God, war, civil commotion, acts of government, fire, theft, corrosion, flood, water damage, lightning, freeze-ups, computer viruses, program or system hackers, strikes, lockouts, differences with workmen, riots, explosions, quarantine restrictions, delays in transportation, or shortage of vehicles, fuel, labor or materials.

8.3 SBT is not responsible for repairs, replacements or services to Equipment due to corrosion, erosion, improper or inadequate water treatment by others, electrolytic or chemical action, or reasons beyond its reasonable control.

8.4 SBT shall not be responsible for the removal or reinstallation of replacement valves, dampers, waterflow and tamper switches, airflow stations, and any other permanently mounted integral pipe or air duct component. Additionally, SBT shall not be responsible for any venting or draining of systems.

8.5 WHERE SERVICES INCLUDE EFFORTS BY SBT TO HELP CUSTOMER TO ATTAIN REBATES AND/OR INCENTIVES FROM AVAILABLE SOURCES OR ENERGY/FUEL COST REDUCTION, CUSTOMER ACKNOWLEDGES THAT ANY REBATE/INCENTIVE OR ENERGY/ FUEL COST REDUCTION THAT MAY BE AVAILABLE TO CUSTOMER IS GRANTED BY A THIRD PARTY OUTSIDE THE CONTROL OF SBT. CUSTOMER FURTHER ACKNOWLEDGES THAT WHILE SBT WILL EITHER ASSIST CUSTOMER OR ENDEAVOR ITSELF TO OBTAIN ANY AND ALL REBATES/INCENTIVES OR ENERGY/FUEL COST REDUCTION AVAILABLE, SBT DOES NOT GUARANTEE THAT IT WILL OBTAIN OR APPLY FOR ALL REBATES/INCENTIVES OR ENERGY/ FUEL COST REDUCTIONS THAT MAY BE AVAILABLE TO CUSTOMER. FURTHER, CUSTOMER HEREBY RELEASES SBT FROM ANY AND ALL LIABILITY TO CUSTOMER OR ANY THIRD PARTY ARISING FROM SBT'S FAILURE TO OBTAIN OR APPLY FOR ANY REBATE/INCENTIVE OR ENERGY/ FUEL COST REDUCTION THAT COULD IN ANY WAY BE OBTAINED BY CUSTOMER.

Article 9: Hazardous Materials Provisions

9.1 The Services does not include directly or indirectly performing or arranging for the detection, monitoring, handling, storage, removal, transportation, disposal or treatment of Oil or Hazardous Materials. Except as disclosed pursuant to this Article, Customer represents that, to its best knowledge, there is no asbestos or any other hazardous or toxic materials, as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, the regulations promulgated thereunder, and other applicable federal, state or local law ("*Hazardous Materials*"), present at Customer's Sites where the Services are performed. SBT will notify Customer immediately if it discovers or suspects the presence of any Hazardous Material. All Services have been priced and agreed to by SBT in reliance on Customer's representations as set forth in this Article. The presence of Hazardous Materials constitutes a change in this Agreement whose terms must be agreed upon by SBT before its obligations hereunder shall continue.

9.2 Customer is solely responsible for testing, abating, encapsulating, removing, remedying or neutralizing such Hazardous Materials, and for the costs thereof. Customer is responsible for the proper disposal of all Hazardous Materials and Oil that at any time are present at the Services site in accordance with all applicable federal, state, and local laws, regulations, and ordinances. Even if change order has been entered into pursuant to this Article, SBT shall have the right to stop the Services until the site is free from Hazardous Materials. In such event, SBT shall receive an equitable extension of time to complete the Services, and compensation for delays caused by Hazardous Materials remediation. In no event shall SBT be required or construed to take title, ownership or responsibility for such Oil or Hazardous Materials. Customer shall sign any required waste manifests in conformance with all government regulations, listing Customer as the generator of the waste.

9.3 Customer warrants that, prior to the execution of this Agreement, it shall notify SBT in writing of any and all Hazardous Materials which to Customer's best knowledge are present, potentially present or likely to become present at the Services site and shall provide a copy of any site safety policies, including but not limited to lock-out and tag procedures, chemical hygiene plan, MSDSs or other items required to be disclosed or maintained by federal, state, or local laws, regulations or ordinances.

9.4 Customer shall indemnify, defend and hold SBT harmless from and against any damages, losses, costs, liabilities or expenses (including attorneys' fees) arising out of any Oil or Hazardous Materials or from Customer's breach of, or failure to perform its obligations under this Article.

Article 10: Import / Export Indemnity

10.1 Customer acknowledges that SBT is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the Covered Equipment or Services provided under the Contract, including any export

license requirements. Customer agrees that such Covered Equipment or Services shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by SBT of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. CUSTOMER AGREES TO INDEMNIFY AND HOLD SBT HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

Article 11: Small Business Concern

11.1 SBT shall adhere to FAR 52.219-8 regarding the "Utilization of Small Business Concerns", as part of its Commercial Small Business Subcontracting Agreement with the federal government. SBT's policy is to offer small business concerns, including small disadvantaged businesses, women owned small-businesses, HUBZone small businesses, veteran owned small businesses and service disabled veteran owned small businesses, the "maximum practical opportunity" to participate in performing contracts let by any commercial entity, local government or federal agency, including subcontracts for subsystems, assemblies, components, and related services for major systems.

Article 12: Monitoring Service Terms and Conditions

12.1 "*Monitoring Services*" means that portion, if any, of the Services expressly described as Monitoring and/or Notification Services and relating to offsite Central Station Monitoring (CMS) or Customer Support Center (CSC) services expressly agreed to be provided by SBT to Customer.

"*Monitored Site*" means the Customer site for which Monitoring Services are to be provided.

12.2 SBT's response to receipt of signals from the alarm system and signaling initiation devices (collectively "System") shall be in accordance with SBT's Standard Operating Procedures and with this Agreement. SBT reserves the right, in its sole judgment, to first investigate the cause of such signals by either telephoning Customer at Customer's designated telephone number(s), or dispatching a representative to Customer's premises to determine whether an emergency condition exists, warranting transmission of the signal(s) to the Police (security monitoring), Fire Department (fire monitoring), and/or Customer designated representative (mechanical monitoring).

12.3 SBT will perform the Services expressly described in this Agreement. The Services performed by SBT shall be conducted in a manner consistent with the degree of care and skill ordinarily exercised by reputable companies performing the same or similar Services in the same locale acting under similar circumstances and conditions.

12.4 SBT is not required to conduct safety or other tests, install or maintain devices or equipment or make modifications to the System except as provided in the written SBT Proposal. Any Customer request to change the Scope or the nature of the Services must be in the form of a mutually agreed change order, effective only when executed by all parties hereto.

12.5 Customer, without cost to SBT, shall, at its sole expense:

- (a) Furnish SBT with a written list of names, titles, and contact phone numbers of all persons authorized to enter the Monitored Site after business hours and provide SBT with written updates of any change prior to close of business at the Monitored Site on the day of such change;
- (b) Furnish SBT with a written list of names, titles, and contact phone numbers of persons to be notified in the event a System signal is received and provide SBT with written updates of any change prior to close of business at the Monitored Site on the day of such change;
- (c) Furnish SBT written notice of any changes in the System or any applicable bureau or authority having jurisdiction for same;
- (d) Notify SBT of any alterations, remodeling, or any stock, fixture or structural changes, and to perform and bear the cost of changes in the System required as a result of such changes;
- (e) Operate, maintain, repair, service, and/or assure the proper operation of the System and any other property (including but not limited to any refinishing arising from same), equipment, system or device to which the System may be attached or connected in accordance with all manufacturers' and installers' recommendations unless expressly provides for SBT to perform same;
- (f) Protect the System from tampering, vandalism, disturbance, damage, misuse, abuse, removal or other actions which may interfere with the proper operation of the System;
- (g) Carefully and properly test and set the System immediately prior to closing the Monitored Site, understanding particularly that the sensitivity and area of coverage of space protection devices may change, that SBT is unable to detect such changes, and that "walk tests" in the area of such coverage are necessary to assure that adequate sensitivity is maintained;
- (h) Turn off or remove from the Monitored Site anything which does or may interfere with the effectiveness of the System; and
- (i) Furnish telephone or network service connecting the Monitored Site to SBT monitoring facilities.

12.6 Customer understands that calls made to SBT in connection with signals or access to the Monitored Site may be recorded by SBT. Customer, for itself, its agents, and employees consents to such recording.

12.7 Customer shall use reasonable efforts to prevent false alarms. In the event of any

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false alarm (not caused by the negligence or willful misconduct of SBT), taxes, fees or other charges of any police or fire department, or any other governmental body. Customer agrees to pay SBT to reprogram the system if necessary to comply with any area code, telephone numbering or other changes Customer shall directly pay or, to the extent paid by SBT, reimburse SBT, for any false alarm fine, penalty or fee assessed against SBT by any governmental or municipal agency as a result of such false alarms and, in addition, pay a processing fee of ten percent of each invoice that SBT submits to the customer for such false alarms.

12.8 Customer acknowledges that it is now and shall at all times remain in control of the Monitored Site. Except as expressly provided herein, SBT shall not be responsible for the adequacy of the security, safety or health programs or precautions related to Customer's activities or operations, Customer's other contractors, the work of any other person or entity, or the Monitored Site's conditions. SBT is not responsible for inspecting, observing, reporting or correcting security, safety or health conditions or deficiencies of Customer or others at the Monitored Site. So as not to discourage SBT from voluntarily addressing security, safety or health issues at the Monitored Site, in the event SBT does address such issues by making observations, reports, suggestions or otherwise, SBT shall not be liable or responsible on account thereof.

12.9 SBT reserves the right to terminate the Monitoring Services at any time after seven (7) days written notice, upon the happening of any of the following: (a) Customer does not follow proper operation or maintenance procedures or does not use the System properly; (b) Customer fails to comply with any of the terms of this Agreement. In addition, SBT shall have the right to terminate the Monitoring Services immediately if: (a) SBT is unable either to secure or to retain the wire connections or privileges necessary for the transmission of signals between the Monitored Site, SBT's monitoring facility and the municipal fire or police department; or (b) the monitoring facility, connecting wires, or systems within SBT's premises are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service. The Monitoring Services may be terminated immediately by Customer if the Monitored Site is destroyed or so damaged as to be unusable for its pre-damage use provided that it pays any unpaid balance of the charges accrued hereunder for Services rendered prior to the effective date of termination.

12.10 In the event of termination of the Monitoring Services for any reason, Customer authorizes SBT to make the necessary arrangements with the telephone company to disconnect the telephone service between the Monitored Site and the monitoring facility and to remove any mode of communication and/or communication interface devices, such as modems, dialers, digital communicators, which are and remain the property of SBT.

12.11 It is understood and agreed by and between the parties that SBT is not an insurer and this Agreement is not intended to be an insurance policy or a substitute for an insurance policy. Insurance, if any, covering personal injury and property loss or damage on any Customer's premises shall be obtained by Customer. Customer agrees to proceed exclusively against your insurer to recover any damages SBT shall not in any event be responsible under this Agreement for incidental, consequential, punitive, exemplary or special damages, including without limitation lost profits and/or lost business opportunities, whether arising in warranty, late or non-delivery of any Work, tort, contract or strict liability, and regardless of whether any party has been advised of the possibility of such damages. Customer waives and releases any rights of recovery against SBT that it may have hereunder and agrees that SBT shall not be liable for any form of loss, damage, claim or expense, irrespective of origin, whether directly or indirectly caused by performance or non-performance of obligations imposed by this Agreement or by negligent acts or omissions of SBT, its agents or employees.

12.12 If applicable, Customer hereby authorizes and directs SBT, as its agent, to direct the local police department having jurisdiction, to detain and cause the arrest of every person found in and about the Monitored Site without authorization as evidenced by the list of authorized persons provided by Customer and to hold every such person until released by a representative of Customer designated for this purpose; in all such cases the Customer agrees to indemnify, defend and hold SBT and its employees or agents harmless against all liability, costs, damages or expense in consequence of such arrest and detention.

12.13 From the nature of the Monitoring Services, it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from the failure of SBT to perform any of its obligations hereunder, or the failure of the System to properly operate. If SBT is found liable for loss or damage due to a failure on the part of SBT, in any respect, its liability related to Monitoring Services shall be limited in the aggregate for the term of the Agreement to the sum of Two Thousand Five Hundred (\$2500.00) Dollars as liquidated damages. Such limit of liability is not a penalty and this limited liability shall be complete and exclusive. The provisions of this paragraph shall apply in the event loss or damage, irrespective of cause or origin, results directly or indirectly from the performance or nonperformance of the obligations set forth by this Agreement or from negligence, active or otherwise, of SBT its agents or employees. The parties acknowledge that the price which SBT has agreed to perform the Monitoring Services and obligations is calculated based upon the foregoing limitations of liability, and that SBT has expressly relied on, and would not have entered into this Agreement but for such limitations of liability.

12.14 In the event Monitoring Services are purchased through another business or person, from or through a referral from another business or person, Customer agrees that such business or person acts solely as an independent contractor. Such business or person shall not have any responsibility or liability to Customer for the performance or nonperformance of the Monitoring Services provided by SBT under this Agreement. Without limiting the above, Customer agrees that the liability of such other business or

person is, in any event, limited in accordance with the provisions of this Agreement.

12.15 Customer is solely responsible for the life and safety of all persons in the Monitored Site, and for protecting against losses to its own property or the property of others in the Monitored Site. Customer agrees to indemnify, defend and hold harmless SBT from any and all such claims and lawsuits including the payment of all damages, expenses, costs, and attorney fees incurred by SBT, its employees and agents, from and against all claims, lawsuits and losses, by persons not a party to this Agreement, against SBT for failure of the System, SBT equipment or Monitoring Services in any respect, whether due or alleged to be due to malfunction or non-function of the System, or by the negligence, active or passive, of SBT. SBT does not represent or warrant that the Work will not be compromised, interrupted or circumvented; that the Work will prevent any loss from any cause; or that the Work will in all cases provide the protection for which it is performed, installed or intended (collectively "Protections"). Customer acknowledges and agrees that it assumes all risk of loss or damage to its facilities and sites including the contents thereon, and that SBT has neither made representations or warranties, nor has Customer relied on any representation or warranties, express or implied regarding said Protections. **IT IS UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT SBT IS NOT AN INSURER AND THIS AGREEMENT IS NOT INTENDED TO BE AN INSURANCE POLICY OR A SUBSTITUTE FOR AN INSURANCE POLICY. SBT EXPRESSLY EXCLUDES AND DISCLAIMS ALL WARRANTIES, STATUTORY, EXPRESS, OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SBT MAKES NO WARRANTY, EXPRESS OR IMPLIED, THAT ANY EQUIPMENT OR SERVICES PROVIDED HEREUNDER WILL PREVENT ANY LOSS, OR WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INSTALLED OR INTENDED. THE EXPRESS EXCLUSION OF WARRANTIES SET FORTH IN THIS AGREEMENT.**

12.16 Customer hereby, for it and any parties claiming under it, releases and discharges SBT from any liability arising out of all hazards covered by Customer's insurance, and all claims against SBT arising out of such hazards, including any right of subrogation by Customer's insurance carrier, are hereby waived by Customer, and Customer shall promptly so notify its insurance carrier.

Article 13: Alarm Monitoring and/or Notification Service

13.1 SBT may provide alarm monitoring and/or notification services to Customer under this Agreement. Customer acknowledges and agrees that in the event an alarm is received at SBT's monitoring center, SBT will attempt to contact Customer or any representative provided to SBT on Customer's Emergency contact list by telephone/ two way voice to confirm the alarm is not false. In the event SBT fails to contact Customer or its representative, SBT will attempt to notify the police department or fire department. Customer agrees that SBT shall have no liability pertaining to any two way voice communications, text messaging or internet video recordings or their publication. SBT shall not be liable for any damages or alarm signal failures due to communication disruptions to telephone lines, cell phones, internet connections, radio frequency, internet, any other transmission modes, including but not limited to DSL, Cable, ADSL, VOIP. SBT shall have no responsibility or liability for interruptions of service or any resulting consequence.