



EVANSTON PUBLIC LIBRARY BOARD OF TRUSTEES

BOARD MEETING PACKET

WEDNESDAY, JUNE 20, 2018

6:00 P.M.

COMMUNITY MEETING ROOM



EVANSTON PUBLIC LIBRARY BOARD OF TRUSTEES
Wednesday, June 20, 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, Barbara Friedberg Storytelling 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 May 16, 2018 Regular Meeting
- B. Approval of Bills and Payroll

4. INFORMATION/COMMUNICATIONS

- A. Oath of Office
- B. Proclamation
- C Robert Crown Branch Library Project Update (Woodhouse and Tinucci)
- D. Future of Book Sale (Update)

5. LIBRARY DIRECTOR'S REPORT

6. STAFF REPORTS

- A. Administrative Services Report (Teri Campbell)
- B. Neighborhood Services (Connie Heneghan)

7. BOARD REPORTS

8. BOARD DEVELOPMENT

9. UNFINISHED BUSINESS

10. NEW BUSINESS

- A. Election of Officers (Action)
- B. Appointment of Committee Members
- C. National Able Lease Renewal (Action)
- D. Fees for use of Falcon and Seminar Rooms and discussion of room fees (Action)
- E. Communications and integrated media relations agreement renewal (Action)
- F. Closed session – Personnel (Library Director Evaluation and Contract) and Review of Closed Session Minutes

11. ADJOURNMENT

Next Meeting: July 18, 2018 at 6:30 pm

The City of Evanston and the Evanston Public Library are committed to ensuring accessibility for all citizens. If an accommodation is needed to participate in this meeting, please contact the Library at 847-448-8650 48 hours in advance of the meeting so that arrangements can be made for the accommodation if possible.



MEETING MINUTES
EVANSTON PUBLIC LIBRARY BOARD OF TRUSTEES
Wednesday, May 16, 2018
6:30 P.M.
1703 Orrington Avenue, Barbara Friedberg Storytelling Room

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

Members Absent: Tori Foreman, Adam Goodman

Staff: Karen Danczak Lyons, Teri Campbell, John Devaney, Jan Bojda, Laura Antolin

Presiding Member: Benjamin Schapiro, President

ALL TO ORDER/DECLARATION OF QUORUM - President Schapiro called the meeting to order at 6:31 pm.

CITIZEN COMMENT – None

CONSENT AGENDA

- A. Approval of the April Bills and Payroll and Minutes of April 18, 2018 Board Meeting** – Margaret Lurie moved to approve the Bills and Payroll and the minutes of the April meeting. Sandra Smith 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 the Robert Crown architects will attend the June Board Meeting.
- B. Robert Crown Branch Library Hours of Operation** - Director Danczak Lyons shared a new technology that could provide patrons increased access to the Library at Robert Crown. Open+ by Bibliotheca would allow patrons to access the new Library branch after hours using a unique access code. Motion detectors, keypads, and security cameras would be integrated into the new construction and would monitor Library usage. Patrons who are in good standing would be able to check out books, use computers, and use the space. The Library could set restrictions on afterhours access and have the option to leave it accessible 24/7. The system has been used in Europe and at other US libraries. The biggest complaint from other libraries has been increased litter since some patrons do not clean up after themselves. The

system would cost \$10,000-15,000. Trustee Iles asked whether people might use the facility to sleep there. Director Danczak Lyons said that people might but that we should trust our patrons with our facility. Trustee Patel also commented that Robert Crown staff could monitor facility usage. Overall, the Trustees were supportive of the idea.

- C. Future of Book Sale** – Director Danczak Lyons presented two new solutions for book donations. The Library will participate in Evanston Recycles on Saturday, July 7 and Library staff will be on site to collect book donations. The Library is also in discussion with a vendor about installing a book donation box near the Library. The vendor would collect book donations, re-sell them online, and provide the Library with 10% of the re-sale profit. The drop-off box would be located on the east side of the Library, near the parking kiosks and would be visually distinct from the Library Book Return boxes.

LIBRARY DIRECTOR'S REPORT

- A. Director's Report-** Director Danczak Lyons reported that the Board Report is being redesigned to align programmatic details and outcomes with the strategic plan. The Board will see the new report in the coming months. The Trustees were also invited to walk with the Library in the 4th of July parade.

STAFF REPORT

- A. Administrative Services Report** – Director Danczak Lyons reported that the Library has hired Susan Markwell as the new Business and Financial Literacy Librarian. In addition, the Library is in the process of finalizing candidates for several open positions, including a Community Engagement Library Assistant and Library Clerk. Director Danczak Lyons also announced that Development Associate Jessica Ticus has accepted a new position with Millennia Consulting.
- B. Summer Reading Program** – Youth Services Manager Jan Bojda presented information about the 2018 Summer Reading Program, titled Reading Takes You Everywhere. This year, the Library decided to change the counting structure and will count the number of days people spend reading. Additional activities for the Summer Reading Program can be found in the 2018 brochures, which will be available at all Library branches. Flyers with information have been broadly distributed to all Evanston schools and through the RoundTable. Bojda also shared that the Y.O.U. middle school summer camp, Robert Crown Center, and Fleetwood-Jourdain Center were selected as the sites for free book distribution through Everyone Reads. Children's Outreach Librarian Laura Antolin shared that she has planned community events at a number of sites, include regular visits to eight summer camps and MakerKids in the Park. She will also be leading Summer Learning for rising District 65 third graders and ABC Boosters for rising kindergarteners. Director

Danczak Lyons commented that the Library hires a number of teens for ABC Boosters through the Mayor's Summer Youth Employment program and the Library is one of the few places that will hire 14- and 15-year-olds. Trustee Castro asked for versions of the flyer in Spanish and Library staff will work on making one available. The brochures are available in Spanish.

BOARD REPORTS

Director Danczak Lyons shared that several staff members were recognized for their years of service this week. She also shared that Rachel Hayman will be joining the Board as a Trustee. No other Board Reports.

NEW BUSINESS

A. Appointment of Nominating Committee – Trustee Smith shared that Trustees Schapiro, Patel, and Iles will retain their positions for next year. She also announced that her term is ending in June and that she will be stepping down from the Board. Positions will be finalized at the June meeting.

CLOSED SESSION

The Board moved to Closed Door Session at 7:20pm to discuss the Library Director Evaluation Process. President Schapiro motioned and Vaishali Patel seconded.

ADJOURNMENT – President Schapiro moved to adjourn the meeting at 7:40pm.

Sandra Smith motioned and Socorro Castro seconded. It was approved by voice vote.

Respectfully Submitted,

Vaishali Patel

Next Meeting: Wednesday, June 20, 2018 at 6:30 pm Evanston Public Library, Community Meeting Room.

Library Director's Report May 16, 2018

Updates:

- As discussed at the April Board meeting we are revamping the approach to the monthly report. We are beginning our work in the Strategic Area of *Learning and Literacy* by concentrating on the umbrella of programs produced under the 2018 Summer Reading Program. In the months ahead we will continue to provide data that expresses our usage metrics, highlights upcoming events of note and shares excerpts from patron feedback.

EPL held its first HUMAN LIBRARY on April 15th with approximately 50 in attendance who engaged in 83 one-on-one conversations with human "books". The Human Library™ is designed to build a positive framework for conversations that can challenge stereotypes and prejudices through dialogue. It is a place where difficult questions are expected, appreciated and answered.

After positive feedback from participants, a second event is being planned for the fall. One patron said as she was leaving, *"This is going to bring the world together"*.

(All Human Library photos by Lynn Trautmann, LTPhoto, Evanston)







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	4,097	3,654									15,572
North Branch	191	217	240	213									861
CAMS	467	440	470	438									1,815
Computer Lab	154	150	150	150									604
Overall Computer/Internet Use	4,892	4,548	4,957	4,455	-	-	-	-	-	-	-	-	18,852
Website Visits													
All Location	45,235	39,492	43,240	44,751									172,718
Wifi Users													
All Location	27,000	26,870	27,000	27,000									107,870
Library Visits													
Main	40,320	35,827	42,159	37,666									155,972
North Branch	3,798	3,593	4,162	3,790									15,343
CAMS	3,362	3,338	3,893	3,479									14,072
Overall Library Visits	47,480	42,758	50,214	44,935	-	-	-	-	-	-	-	-	185,387

Upcoming events of Note:

- Community Partners for Affordable Housing - Information session for those wanting more knowledge about affordable housing opportunities in Evanston. 5/16, 7pm, Seminar Room.
- Legal Aide for Living with a Mental Illness - Tips on legal preparation (powers of attorney, living trusts and guardianship) for those affected by a diagnosis of a chronic mental health condition. CEU credit available. Speaker: Janna Dutton, CELA, & Partner, Dutton, Casey, Mesoloras Elderlaw, PC. 5/22, 5:30pm, Large Community Meeting Room.
- SNAP and Medicaid enrollment and renewal through staff from Greater Chicago Food Depository. 5/24, 5-8pm, Small Community Meeting Room.
- Community Forum: *The Heroin Project*. Documentary film screening and moderated panel discussion with community experts on the topic of the ongoing opioid epidemic. Collaboration with State Rep. Robyn Gabel and PEER Services. 6/13, 6:30pm, Large Community Meeting Room.
- Food Security in Evanston: What Can We Learn From Other Communities, part 3 of 4 part series. Program includes Robert Egger of DC Central and LA Kitchens and Alan Shannon of the USDA (pending clearance). Collaboration with Meals at Home as they celebrate 50 years of service. 6/20, 6:30pm, Large Community Meeting Room.
- Evanston Literary Festival May 12-20 <https://www.evanstonlit.org/>

Excerpts from Patron feedback:

From a volunteer: *"Thank you for the gift....*

But you have already given me a huge one --

-- The opportunity to volunteer at your wonderful library!"

From another volunteer: *"I just wanted you to know that I have had your post-it note from last year thanking me for being a library volunteer on my refrigerator. It's been there for a year now, but still gives me a good feeling that I am appreciated every time I read it. Thanks for expressing that.*

From Heather Ross in Reader's Services: Patron very very grateful for use of Newberry Room so that he could web conference for job. He got the job and was beyond delighted and came a week later to tell me about it and thank me.

From Jessica Iverson:

Coray, mom of Elliot, a participant of "Girls Be Heard"

"I just wanted to reiterate how empowering and thoughtful we found the program. In talking to other parents about it, I teared up."

When Coray and Elliot came in recently, Coray shared that when she came across the girls' empowerment program, she decided to sign her daughter Elliot up. After all, it was a free program and it was a time that worked for them, over spring break. It seemed worth checking out. Once Elliot was in the midst of the program, both Coray and her daughter quickly realized how good the program was. Since the program concluded, they have read through and discussed Elliot's journal writing and have talked about their inner critics.

Hi Miss Jessica and Miss Hilda,

I'm writing to say THANK YOU!!!! Jojo and Ryan loved the graphic novel book club party! They had such a blast and loved everything they came home with- the adorable buttons, books, bookmarks, and bags. You guys really knocked this one out of the park! Thank you for inspiring the kids to think more critically about what they're reading and to ask questions about their books.

You guys are amazing and talented. I love that my kids are so motivated to engage in this program at the library. I hope you know how much you are admired :)

**Thank you again and again,
Lisa**

From the Mental Health and Wellness Fair:

Attendee comment: Thank you so much for coordinating this event! I rarely - no, I really never come out because I'm so depressed. But I saw this event [in the e-newsletter] and wanted to come. And I'm so glad. Thank you!

Vendor comments: This was great. Amazing community and professional connections. Great crowd and attendance. Bravo. What a successful event. Thank you for making me part of it.

It's so important that you're doing this. I really think there should be one in the spring and another in the fall. Catch back to school energy.

From STEM Fest 2018:

This year, STEM Fest moved to Chute after two years of being the Fifth Ward STEM Fest at Family Focus, in order to offer access to this opportunity to families with K-5th graders in South Evanston. Information was sent to families in schools that feed into Chute with special focus on girls and children of color. EPL was well represented at this event. Laura Antolin did set-up for STEM Fest and also ran two mBot sessions with parents and children ages K-1st grade. Families were really engaged, particularly in the morning session, and I collected email addresses of 10 families who were interested in coming to the library for another opportunity to work with mBots. Kim Daufeldt manned EPL's booth with Squishy circuits, NASA activities and our vinyl cutter. Renee Neumeier and Teri Campbell volunteered at Registration and Kevin Kelly managed volunteers

Hi EPL Team,

Thanks so, so much for all your individual and collective time and effort and passion last Saturday to make STEM Fest 2018 a special event.

While you all had a big impact, I must call out two of you specifically,

- *Laura, you win STEM Fest 2018 MVP award with your help on the committee, and doing triple work setting up on Friday, running the great MBots session that kids and parents loved, and helping Kim with the EPL booth.*
- *Kevin, you came in and were thrown the unruly task of volunteer management and assignments and you were a HHHUGE help for more than four hours.*

And thanks to Renee to make sure other activities were functional with key Sphero and Ozobots from the EPL.

While the cavernous Chute gym seemed a bit sparse at times, we had 104 students show up and all of them seemed quite engaged and happy.

*Thanks again,
Kirby*

*Kirby Girolami Callam
Project Director
EvanSTEM
callamk@district65.net*



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: June 15, 2018

Recommended Action

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

Payroll

April 30, 2018 through May 13, 2018	\$ 147,297.41
May 14, 2018 through May 27, 2018	\$ 143,673.81

Library Fund Bills List

May 30, 2018	\$ 85,045.85
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Purchasing Card

March 1, 2018 through March 31, 2018 (Bank of America)	\$ 462.34
March 1, 2018 through March 31, 2018 (BMO)	\$ 6,389.08

Attachments: Bills Lists, Purchasing Card

CITY OF EVANSTON
LIBRARY BILLS LIST
PERIOD ENDING 05.30.2018

185 LIBRARY FUND

4805 LIBRARY YOUTH SERVICES

65100 AMAZON / GE CAPITAL RETAIL BANK	ADMIN AND CHILDREN'S SUPPLIES	55.28
65100 AMAZON / GE CAPITAL RETAIL BANK	CHILDREN'S OFFICE SUPPLIES	52.14
65100 AMAZON / GE CAPITAL RETAIL BANK	CHILDREN'S OFFICE SUPPLIES	113.33
65100 AMAZON / GE CAPITAL RETAIL BANK	CHILDREN'S SUPPLIES	278.09
65100 AMAZON / GE CAPITAL RETAIL BANK	FREE COMIX EVENT SUPPLIES	10.07
65100 AMAZON / GE CAPITAL RETAIL BANK	STEMEX PROJECT GRANT SUPPLIES	124.20
65100 AMAZON / GE CAPITAL RETAIL BANK	TEEN SERVICES OFFICE SUPPLIES	9.98
65100 AMAZON / GE CAPITAL RETAIL BANK	TEEN SERVICES SUPPLIES	17.99
65100 AMAZON / GE CAPITAL RETAIL BANK	YA PROGRAM SUPPLIES	139.98
65100 AMAZON / GE CAPITAL RETAIL BANK	YOUNG ADULT SUPPLIES	69.14
65100 BAKER & TAYLOR	CHILDREN'S OFFICE SUPPLIES	3,526.95
65100 BAKER & TAYLOR	YA SUPPLIES	1,984.93
65100 OFFICE DEPOT	OFFICE SUPPLIES	23.46
65100 THOME, JAMIE	HONORARIUM	250.00
65100 MULTILINGUAL CONNECTIONS LLC	SUMMER READING 2018 TRANSLATION SERVICE	635.84
65100 VIRNETTE ADAMS	HONORARIUM POETRY WORKSHOP	200.00
65630 BAKER & TAYLOR	JUV PRINT	1,587.10
65630 THE COMIX REVOLUTION, INC.	FREE COMIX EVENT SUPPLIES	51.35
65630 THE COMIX REVOLUTION, INC.	JUV PRINT	56.62
65641 BAKER & TAYLOR	JUV AV	22.11

4805 LIBRARY YOUTH SERVICES Total 9,208.56

4806 LIBRARY ADULT SERVICES

62341 MC SALES COMPANY	MAINTENANCE COIN BILL BOXES	2,194.00
65100 AMAZON / GE CAPITAL RETAIL BANK	BIG READ BOOKS	242.56
65100 SWANK MOVIE LICENSING USA	MOVIE SCREENING LICENSE	1,743.00
65628 MERGENT, INC.	REFERENCE BOOK ONLINE	7,500.00
65628 MIDWEST TAPE	REFERENCE BOOK ONLINE	3,284.89
65630 AMAZON / GE CAPITAL RETAIL BANK	ADULT PRINT	305.62
65630 AMAZON / GE CAPITAL RETAIL BANK	ROTARY BOOK	24.00
65630 BAKER & TAYLOR	ADULT PRINT	3,045.10
65630 CENTER POINT INC	ADULT BOOKS	136.62
65630 PENGUIN RANDOM HOUSE LLC	ADULT PRINT	10.00
65630 GALE RESEARCH INC.	ADULT PRINT	727.97
65630 OVER DRIVE, INC.	EBOOKS	322.97
65641 BLACKSTONE PUBLISHING	ADULT AV	338.85
65641 MIDWEST TAPE	ADULT AV	1,064.14
65641 RECORDED BOOKS INC.	ADULT AV	584.24

4806 LIBRARY ADULT SERVICES Total 21,523.96

4820 LIBRARY CIRCULATION

65100 AMAZON / GE CAPITAL RETAIL BANK	CIRCULATION AND STEMEX GRANT SUPPLIES	56.69
65100 AMAZON / GE CAPITAL RETAIL BANK	CIRCULATION OFFICE SUPPLIES	401.90

4820 LIBRARY CIRCULATION Total 458.59

4825 LIBRARY NEIGHBORHOOD SERVICES

62375 ESSKAY DEVELOPMENT LLC	RENT FOR CHICAGO AVE/MAIN ST LOCATION	4,332.00
64015 NICOR	NATURAL GAS AT NORTH BRANCH	242.20
65100 AMAZON / GE CAPITAL RETAIL BANK	OFFICE SUPPLIES	12.99
65630 BAKER & TAYLOR	JUV PRINT	234.93

4825 LIBRARY NEIGHBORHOOD SERVICES Total 4,822.12

4835 LIBRARY TECHNICAL SERVICES

62341 SPRINT	INTERNET MOBILE ACCESS	3,752.00
62341 COOPERATIVE COMPUTER SERVICES	CCS MEMBERSHIP FEE	7,089.02
62341 COOPERATIVE COMPUTER SERVICES	OCLC MAY 2018	1,240.00

4835 LIBRARY TECHNICAL SERVICES Total 12,081.02

CITY OF EVANSTON
LIBRARY BILLS LIST
PERIOD ENDING 05.30.2018

4840 LIBRARY MAINTENANCE		
61626 VERIZON WIRELESS	WIRELESS/INTERNET AND CELLPHONES	213.56
62225 ALARM DETECTION SYSTEMS, INC.	ALARM SYSTEM	511.26
62225 SCHINDLER ELEVATOR CORP	ELEVATOR REPAIR	995.00
62225 TOTAL BUILDING SERVICES	JANITORIAL SERVICES	7,375.00
62225 CINTAS CORPORATION #769	MAT SERVICE	1,870.75
64015 NICOR	UTILITIES NICOR	570.90
64505 CALL ONE	COMMUNICATION CHARGES	305.18
65040 SUPERIOR INDUSTRIAL SUPPLY	JANITORIAL SUPPLIES	16.82
65050 GRAINGER, INC., W.W.	BUILDING MATERIAL	118.26
4840 LIBRARY MAINTENANCE Total		<u>11,976.73</u>
4845 LIBRARY ADMINISTRATION		
62185 TRAUTMANN, LYNN	PHOTOGRAPHY SERVICE	200.00
62185 KLING, MARY	EPL VOLUNTEER MANAGEMENT	1,833.00
62205 COMMUNITY CREATIONS, INC.	HOMETOWN PRIDE MONTAGE	850.00
62380 XEROX CORP.	COPYING SERVICE	501.08
64540 VERIZON WIRELESS	WIRELESS/INTERNET AND CELLPHONES	72.04
64540 VERIZON NETWORKFLEET, INC.	AVL MONTHLY CHARGE	18.95
65095 AMAZON / GE CAPITAL RETAIL BANK	ADMIN AND CHILDREN'S SUPPLIES	19.99
65095 AMAZON / GE CAPITAL RETAIL BANK	ADMIN OFFICE SUPPLIES	84.99
65095 AMAZON / GE CAPITAL RETAIL BANK	ADMIN SUPPLIES	77.92
65095 EVANSTON ROUNDTABLE LLC	NEWSPAPER AD	211.00
65095 OFFICE DEPOT	OFFICE SUPPLIES	385.99
65095 THE CONTAINED GARDEN	SPRING PLANTING	595.00
65095 RENT A CHEF INC. DBA THE CATERIST	*DONOR & VOLUNTEER RECEPTION	999.61
65095 JOHN GLINES	*DONOR & VOLUNTEER RECEPTION	200.00
4845 LIBRARY ADMINISTRATION Total		<u>6,049.57</u>
4850 LIBRARY GRANTS		
65100 AMAZON / GE CAPITAL RETAIL BANK	CIRCULATION AND STEMEX GRANT SUPPLIES	563.88
65100 AMAZON / GE CAPITAL RETAIL BANK	STEMEX GRANT SUPPLIES	691.25
65100 BAKER & TAYLOR	COMMUNITY WORKS BOOKS	457.57
65100 GLOBAL EQUIPMENT CO.	STEMEX GRANT COMPUTER CART	377.45
65100 SCHOLASTIC INC.	COMMUNITY WORKS BOOKS	1,932.60
65100 KYA SUZUKI	STEMEX PROGRAM EXPERT	225.00
4850 LIBRARY GRANTS Total		<u>4,247.75</u>
185 LIBRARY FUND Total		<u>70,368.30</u>
187 LIBRARY CAPITAL IMPROVEMENT FD		
4862 LIBRARY CAPITAL IMPROVEMENT		
65515 CLARK DIETZ, INC.	RFP 17-19 MAIN LIBRARY GENERATOR	6,833.40
4862 LIBRARY CAPITAL IMPROVEMENT Total		<u>6,833.40</u>
187 LIBRARY CAPITAL IMPROVEMENT FD Total		<u>6,833.40</u>
Grand Total		<u><u>77,201.70</u></u>

CITY OF EVANSTON
LIBRARY BILLS LIST
PERIOD ENDING 05.30.2018

ACCOUNT NUMBER	SUPPLIER NAME	DESCRIPTION	AMOUNT
SUPPLEMENTAL BILLS LIST ATTACHMENT			
VARIOUS	BANK OF AMERICA	PURCHASING CARD	462.34
VARIOUS	BMO	PURCHASING CARD	6,389.08
VARIOUS	TWIN EAGLE	NATURAL GAS-APRIL 2018	992.73
			7,844.15
			7,844.15
		GRAND TOTAL	85,045.85

Prepared by _____ Date _____
Accounts Payable Coordinator

Approved by _____ Date _____
Library Administrative Services Manager

Approved by _____ Date _____
Library Director

Approved by _____ Date _____
Library Board Treasurer

BMO Harris Bank Credit Card Statement for the Period Ending March 26, 2018

REPORTS TO INTERMEDIATE	MERCHANT NAME	TRANSACTION AMOUNT	POSTING DATE	OBJECT EXPENSE	EXPENSE DESCRIPTION
LIBRARY	CVS/PHARMACY #04778	8.19	3/2/2018	65100 LIBRARY SUPPLIES	LEAP PROGRAM SUPPLIES
LIBRARY	NYT*TIMES E-BILLING	364.63	3/2/2018	65635 PERIODICALS	MAIN BRANCH NEWSPAPER SUBSCRIPTION
LIBRARY	RESTROOM STRATEGIC RES	206.86	3/2/2018	65050 BUILDING MAINTENANCE MATERIAL	TWO TIMER SWITCHES FOR HAND DRYERS IN RESTROOMS
LIBRARY	THE GUARDIAN GROUP	62.50	3/2/2018	65050 BUILDING MAINTENANCE MATERIAL	SECURITY TRAINING/CERTIFICATION FOR S.O. STAN AZEEM
LIBRARY	GFS STORE #1915	67.83	3/5/2018	65100 LIBRARY SUPPLIES	PROGRAM SUPPLIES
LIBRARY	NYT*TIMES E-BILLING	519.95	3/6/2018	65635 PERIODICALS	CAMS NEWSPAPER SUBSCRIPTION
LIBRARY	NYT*TIMES E-BILLING	519.95	3/6/2018	65635 PERIODICALS	NEWSPAPER SUBSCRIPTION FOR CAMS
LIBRARY	MICHAELS STORES 3849	9.53	3/7/2018	65100 LIBRARY SUPPLIES	PROGRAM SUPPLIES
LIBRARY	VALLI PRODUCE	14.07	3/7/2018	65100 LIBRARY SUPPLIES	AFTERSCHOOL PROGRAM SUPPLIES
LIBRARY	CHICAGO TRIB SUBSCRIPT	363.74	3/8/2018	65635 PERIODICALS	NORTH BRANCH NEWSPAPER SUBSCRIPTION
LIBRARY	A-1 VACUUM SERVICE CO	7.64	3/9/2018	65050 BUILDING MAINTENANCE MATERIAL	2 VACUUM BELTS
LIBRARY	BEST BUY 00003137	474.97	3/9/2018	65050 BUILDING MAINTENANCE MATERIAL	50" LG MONITOR FOR MAINTENANCE OFFICE SIEMENS COMPUTER, HDMI ADAPTER
LIBRARY	GOTPRINT.COM	30.32	3/9/2018	62210 PRINTING	BUSINESS CARD PRINTING
LIBRARY	LEMOI ACE HARDWARE	48.86	3/9/2018	65050 BUILDING MAINTENANCE MATERIAL	CORD COVER KIT, 3 BOTTLES OF SUPER GLUE
LIBRARY	WALMART.COM	22.71	3/9/2018	65100 LIBRARY SUPPLIES	CHILDREN'S SUPPLIES
LIBRARY	WPY*TRILOGY BEHAVIORAL	50.00	3/9/2018	62295 TRAINING & TRAVEL	MENTAL HEALTH FIRST AID TRAINING
LIBRARY	THE HOME DEPOT #1902	195.74	3/12/2018	65050 BUILDING MAINTENANCE MATERIAL	LED LANTERN, 14 POWER STRIPS, MURPHY OIL SOAP, TERRY CLOTH TOWELS, 16 8' FOOT 3 OUTLET EXTENSION COR
LIBRARY	DOLLARTREE	18.00	3/14/2018	65100 LIBRARY SUPPLIES	AFTERSCHOOL PROGRAM SUPPLIES
LIBRARY	LEMOI ACE HARDWARE	12.40	3/14/2018	65050 BUILDING MAINTENANCE MATERIAL	4 BAGS OF TOP SOIL TO FILL HOLE BY PARKING METERS, COTTON GLOVES
LIBRARY	DELTA	276.60	3/15/2018	62295 TRAINING & TRAVEL	TRAVEL AND TRAINING FOR JILL SKWERSKI
LIBRARY	DOLLARTREE	13.00	3/15/2018	65100 LIBRARY SUPPLIES	AFTERSCHOOL PROGRAM SUPPLIES
LIBRARY	GFS STORE #1915	33.16	3/15/2018	65100 LIBRARY SUPPLIES	AFTERSCHOOL PROGRAM SUPPLIES
LIBRARY	OFFICE DEPOT #510	20.00	3/15/2018	65100 LIBRARY SUPPLIES	AFTERSCHOOL PROGRAM SUPPLIES
LIBRARY	UPS*1ZRE07130199337727	6.32	3/15/2018	62315 POSTAGE	DOCUMENT SHIPPING
LIBRARY	DISCOUNTMUGS.COM	610.50	3/16/2018	65095 OFFICE SUPPLIES	VOLUNTEER NOTEBOOK
LIBRARY	GAN*USATODAYCIRC	336.55	3/16/2018	65635 PERIODICALS	MAIN NEWSPAPER SUBSCRIPTION
LIBRARY	GFS STORE #1915	24.87	3/16/2018	65100 LIBRARY SUPPLIES	AFTERSCHOOL PROGRAM SUPPLIES
LIBRARY	THE HOME DEPOT #1902	7.48	3/16/2018	65050 BUILDING MAINTENANCE MATERIAL	12" X 36" WHITE SHELF
LIBRARY	USPS PO 1626220202	500.00	3/16/2018	62315 POSTAGE	USPS 10 ROLLS STAMPS
LIBRARY	THE HOME DEPOT #1902	36.91	3/19/2018	65050 BUILDING MAINTENANCE MATERIAL	ONE LATEX GRIPPER KNIT GLOVE, ONE UNGER COBWEB DUSTER, ONE SQUEEGE/SCRUBBER, ONE DUSTING KIT
LIBRARY	PROMO VIDEOS PLUS PLAN	89.10	3/20/2018	65095 OFFICE SUPPLIES	MARKETING TOOL APPLICATION
LIBRARY	BB *YWCAEVANSTON	125.00	3/21/2018	62295 TRAINING & TRAVEL	TRAINING YWCA/NORTHSHORE'S RACIAL JUSTICE SUMMIT
LIBRARY	PROMO VIDEOS PLUS PLAN	-29.70	3/21/2018	65095 OFFICE SUPPLIES	CREDIT
LIBRARY	COMCAST CHICAGO CS 1X	229.85	3/22/2018	62341 INTERNET SOLUTION PROVIDERS	NORTH BRANCH INTERNEL SOLUTION PROVIDER
LIBRARY	LEMOI ACE HARDWARE	59.94	3/22/2018	65050 BUILDING MAINTENANCE MATERIAL	6 100WATT LED BULBS
LIBRARY	THE GUARDIAN GROUP	236.08	3/22/2018	65050 BUILDING MAINTENANCE MATERIAL	SECURITY TRAINING/CERTIFICATION FOR S.O. STAN AZEEM
LIBRARY	DOORS SYSTEMS INC	781.62	3/23/2018	65050 BUILDING MAINTENANCE MATERIAL	DOOR REPAIR
LIBRARY	THE HOME DEPOT #1902	33.91	3/23/2018	65050 BUILDING MAINTENANCE MATERIAL	2 HDX 10G WASTE LINER CLEAR 250 CT, ONE HDX 13 GAL SCENTED 140 CT, ONE LYSOL POWER & FREE MULTI 32OZ
	LIBRARY MARCH TOTAL	\$ 6,389.08			

REPORTS TO INTERMEDIATE	MERCHANT NAME	TRANSACTION AMOUNT	POSTING DATE	COST ALLOCATION - EXPENSE OBJECT	EXPENSE DESCRIPTION
LIBRARY/ADMIN	GOOGLE SVCSAPPS_EPL.O	\$ 10.00	03/02/2018	62341 INTERNET SOLUTION PROVIDERS	EPL.ORG GMAIL ACCOUNT
LIBRARY/ADMIN	COMCAST CHICAGO	\$ 314.59	03/09/2018	62341 INTERNET SOLUTION PROVIDERS	INTERNET SOLUTION PROVIDER AT CAMS
LIBRARY/ADMIN	FACEBK ELCATDEH42	\$ 15.44	03/01/2018	62341 INTERNET SOLUTION PROVIDERS	ONLINE EVENT ADVERTISEMENT
LIBRARY/ADMIN	WP ENGINE	\$ 99.00	03/05/2018	62341 INTERNET SOLUTION PROVIDERS	WEB HOST SUBSCRIPTION
LIBRARY/ADMIN	NOR NORTHERN TOOL	\$ 23.31	03/02/2018	65050 BUILDING MAINTENANCE MATERIAL	PRESSURE WASHER LANCE
	TOTAL LIBRARY	\$ 462.34			



Memorandum

To: Evanston Public Library Board of Trustees
From: Teri Campbell, Assistant Director
Subject: Administrative Services Update
Date: June 13, 2018

This memo provides an update on significant administrative activities.

Human Resources

We welcome our newest Staff members: Jordan Wooters a part-time Circulation Library Clerk, Willie Crump Jr a part-time Security Monitor and Becky Ramsey a part-time Community Engagement Library Assistant.

We bid a fond farewell to longtime employee Sharon Yore, Technology Associate who retired after approximately 30 years of service; and to Jessica Ticus, Development Associate. The outstanding service of both staffers to our community will be missed.

Financial Resources

The Library Fund financial report for the period ending May 31st is attached. Expenses are within budget.

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

Facilities Management

Construction at LUSH Wine & Spirits 2022 W. Central St. continues. No opening date as of yet.

Capital Improvement Project 2018 - Main Weatherproofing Phase 4 will be released for bid publically mid-July 2018.

Budget Performance Report

Fiscal Year to Date 05/31/18

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	39,079.48	.00	3,486,547.33	3,138,452.67	53	6,334,842.84
51025	PRIOR YEAR'S TAXES	60,000.00	.00	60,000.00	(217.29)	.00	(27,758.21)	87,758.21	-46	35,663.70
52610	LIBRARY FINES & FEES	130,000.00	.00	130,000.00	7,802.85	.00	50,980.61	79,019.39	39	122,861.69
53200	BEV SNACK VENDING MACHINE	.00	.00	.00	17.26	.00	122.41	(122.41)	+++	337.66
55201	Federal Grants	95,000.00	.00	95,000.00	.00	.00	37,027.46	57,972.54	39	16,372.17
55245	LIBRARY STATE PER CAPITA GRANT	57,418.00	.00	57,418.00	.00	.00	57,833.91	(415.91)	101	57,833.91
56011	DONATIONS	130,000.00	.00	130,000.00	10,098.06	.00	28,088.67	101,911.33	22	69,984.14
56045	MISCELLANEOUS REVENUE	.00	.00	.00	3,997.11	.00	5,997.11	(5,997.11)	+++	56.00
56140	FEES AND MERCHANDISE SALE	.00	.00	.00	(40.52)	.00	1,273.70	(1,273.70)	+++	766.81
56501	INVESTMENT INCOME	5,400.00	.00	5,400.00	1,432.27	.00	3,671.12	1,728.88	68	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	5,833.33	.00	29,166.65	40,833.35	42	.00
57515	LIBRARY MATERIAL REPLACEMENT CHARGES	12,000.00	.00	12,000.00	203.49	.00	4,472.49	7,527.51	37	12,475.78
57526	LIBRARY BOOK SALE	35,000.00	.00	35,000.00	214.52	.00	3,621.95	31,378.05	10	50,928.67
57527	LIBRARY FUND FOR EXCELLENCE	203,500.00	.00	203,500.00	.00	.00	68,980.61	134,519.39	34	214,858.92
57535	LIBRARY COPY MACH. CHG	18,000.00	.00	18,000.00	1,846.36	.00	6,986.58	11,013.42	39	16,914.13
57540	LIBRARY MEETING RM RENTAL	11,000.00	.00	11,000.00	210.00	.00	2,235.00	8,765.00	20	8,109.17
57545	NORTH BRANCH RENTAL INCOME	25,120.00	.00	25,120.00	2,289.33	.00	9,365.65	15,754.35	37	25,525.97
57551	LIBRARY GRANTS	20,000.00	.00	20,000.00	10,000.00	.00	10,000.00	10,000.00	50	33,795.00
REVENUE TOTALS		\$7,693,209.00	\$0.00	\$7,693,209.00	\$82,766.25	\$0.00	\$3,778,613.04	\$3,914,595.96	49%	\$7,196,695.68
EXPENSE										
61010	REGULAR PAY	2,533,417.00	.00	2,533,417.00	185,451.17	.00	893,895.85	1,639,521.15	35	2,368,802.78
61050	PERMANENT PART-TIME	1,358,094.00	.00	1,358,094.00	98,687.68	.00	470,551.92	887,542.08	35	1,163,134.73
61060	SEASONAL EMPLOYEES	41,000.00	.00	41,000.00	3,111.50	.00	12,579.82	28,420.18	31	48,014.50
61110	OVERTIME PAY	7,000.00	.00	7,000.00	771.99	.00	3,957.55	3,042.45	57	3,241.03
61415	TERMINATION PAYOUTS	47,500.00	.00	47,500.00	2,194.75	.00	17,613.24	29,886.76	37	79,582.74
61420	ANNUAL SICK LEAVE PAYOUT	.00	.00	.00	776.76	.00	4,262.52	(4,262.52)	+++	6,255.47
61430	VACATION PAYOUTS (PREVIOUSLY OTHER PAYOUTS)	.00	.00	.00	.00	.00	1,035.19	(1,035.19)	+++	2,488.05
61510	HEALTH INSURANCE	493,468.00	.00	493,468.00	42,149.98	.00	202,583.73	290,884.27	41	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	172.42	.00	847.00	1,259.00	40	826.01

Budget Performance Report

Fiscal Year to Date 05/31/18

Include Rollup Account and Rollup to Object Account

61625	AUTO ALLOWANCE	7,200.00	.00	7,200.00	1,100.00	.00	5,500.00	1,700.00	76	9,600.00
61626	CELL PHONE ALLOWANCE	3,400.00	.00	3,400.00	413.56	.00	1,855.99	1,544.01	55	4,293.52
61630	SHOE ALLOWANCE	465.00	.00	465.00	465.00	.00	465.00	.00	100	465.00
61710	IMRF	343,098.00	.00	343,098.00	25,668.44	.00	122,588.37	220,509.63	36	328,452.29
61725	SOCIAL SECURITY	237,205.00	.00	237,205.00	17,590.01	.00	84,733.87	152,471.13	36	216,076.69
61730	MEDICARE	56,307.00	.00	56,307.00	4,113.73	.00	19,809.32	36,497.68	35	51,117.30
62185	CONSULTING SERVICES	241,700.00	.00	241,700.00	2,033.00	.00	23,108.40	218,591.60	10	65,920.23
62205	ADVERTISING	8,000.00	.00	8,000.00	850.00	.00	2,529.31	5,470.69	32	3,052.89
62210	PRINTING	8,000.00	.00	8,000.00	205.00	.00	420.29	7,579.71	5	2,539.74
62225	BLDG MAINTENANCE SERVICES	162,700.00	.00	162,700.00	11,431.51	87,891.00	50,188.19	24,620.81	85	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	14.85	(14.85)	+++	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	817.70	1,782.30	31	.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	(1,248.45)	.00	8,071.19	33,928.81	19	28,455.06
62305	RENTAL OF AUTO-FLEET MAINTENANCE	5,440.00	.00	5,440.00	453.33	.00	2,266.65	3,173.35	42	5,440.00
62309	RENTAL OF AUTO REPLACEMENT	4,885.00	.00	4,885.00	407.09	.00	2,035.41	2,849.59	42	4,885.00
62315	POSTAGE	4,500.00	.00	4,500.00	.00	.00	1,043.82	3,456.18	23	3,373.80
62340	COMPTER LICENSE & SUPP	44,000.00	.00	44,000.00	357.98	11,394.43	33,085.09	(479.52)	101	93,100.13
62341	INTERNET SOLUTION PROVIDERS	368,600.00	.00	368,600.00	18,511.02	6,390.00	111,853.74	250,356.26	32	303,075.85
62360	MEMBERSHIP DUES	2,100.00	.00	2,100.00	.00	.00	750.00	1,350.00	36	3,229.74
62375	RENTALS	46,238.00	.00	46,238.00	4,332.00	.00	21,660.00	24,578.00	47	52,706.37
62380	COPY MACHINE CHARGES	12,900.00	.00	12,900.00	551.48	.00	1,570.47	11,329.53	12	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	321.47	.00	2,336.07	3,363.93	41	4,855.32
62770	MISCELLANEOUS	.00	.00	.00	.00	.00	.00	.00	+++	21.93
64015	NATURAL GAS	29,900.00	.00	29,900.00	1,929.34	.00	10,817.05	19,082.95	36	23,886.62
64505	TELECOMMUNICATIONS	.00	.00	.00	608.96	.00	1,204.34	(1,204.34)	+++	3,197.32
64540	TELECOMMUNICATIONS - WIRELESS	2,000.00	.00	2,000.00	90.99	.00	291.94	1,708.06	15	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	2,188.96	.00	3,358.85	8,641.15	28	11,185.11
65050	BLDG MAINTENANCE MATERIAL	30,000.00	.00	30,000.00	118.26	.00	4,098.55	25,901.45	14	24,605.69
65095	OFFICE SUPPLIES	98,100.00	.00	98,100.00	8,848.86	10,781.35	26,375.35	60,943.30	38	74,959.81

Budget Performance Report

Fiscal Year to Date 05/31/18

Include Rollup Account and Rollup to Object Account

65100	LIBRARY SUPPLIES	103,850.00	.00	103,850.00	17,419.45	.00	26,261.69	77,588.31	25	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	3,205.62	45,894.38	7	22,112.16
65628	Library Electronic Resources	.00	.00	.00	14,274.41	.00	19,803.91	(19,803.91)	+++	.00
65630	LIBRARY BOOKS	518,200.00	.00	518,200.00	8,358.75	.00	143,880.22	374,319.78	28	513,301.78
65635	PERIODICALS	17,700.00	.00	17,700.00	.00	.00	3,168.64	14,531.36	18	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	2,124.86	.00	24,141.38	102,658.62	19	114,610.14
66019	COMPONENT UNIT DISBURSEMENT	.00	.00	.00	.00	.00	.00	.00	+++	333,292.91
66025	TRANSFER TO DEBT SERVICE - ERI	86,624.00	.00	86,624.00	7,218.65	.00	36,093.25	50,530.75	42	.00
66131	TRANSFER TO GENERAL FUND	270,000.00	.00	270,000.00	22,500.00	.00	112,500.00	157,500.00	42	.00
	EXPENSE TOTALS	\$7,471,297.00	\$0.00	\$7,471,297.00	\$506,553.91	\$116,456.78	\$2,522,262.65	\$4,832,577.57	35%	\$6,805,048.10
Fund 185 - LIBRARY FUND Totals										
	REVENUE TOTALS	7,693,209.00	.00	7,693,209.00	82,766.25	.00	3,778,613.04	3,914,595.96	49%	7,196,695.68
	EXPENSE TOTALS	7,471,297.00	.00	7,471,297.00	506,553.91	116,456.78	2,522,262.65	4,832,577.57	35%	6,805,048.10
Fund 185 - LIBRARY FUND Totals										
		\$221,912.00	\$0.00	\$221,912.00	(\$423,787.66)	(\$116,456.78)	\$1,256,350.39	(\$917,981.61)		\$391,647.58
Grand Totals										
	REVENUE TOTALS	7,693,209.00	.00	7,693,209.00	82,766.25	.00	3,778,613.04	3,914,595.96	49%	7,196,695.68
	EXPENSE TOTALS	7,471,297.00	.00	7,471,297.00	506,553.91	116,456.78	2,522,262.65	4,832,577.57	35%	6,805,048.10
	Grand Totals	\$221,912.00	\$0.00	\$221,912.00	(\$423,787.66)	(\$116,456.78)	\$1,256,350.39	(\$917,981.61)		\$391,647.58

Endowment for the Evanston Public Library
 Holdings as of May 2018

	Symbol	Shares/Quantity	Price	Value as of 05/31/2018	% of portfolio	% of portfolio by asset class
Vanguard S&P 500 Index Fund	VFIAX	7091.115	\$250.62	\$1,777,175.24	42.3%	
Vanguard Small-Cap Index Fund	VSMAX	3750.538	\$74.25	\$278,477.45	6.6%	
Vanguard REIT Index Fund	VGSLX	1831.389	\$111.79	\$204,730.98	4.9%	
Vanguard Total International Stock Index Fund	VTIAX	14093.690	\$29.96	\$422,246.95	10.0%	
Vanguard Emerging Markets Stock Index Fund	VEMAX	6624.361	\$37.02	\$245,233.84	5.8%	69.7%
Vanguard Federal Money Market Fund	VMFXX	1.000	\$412,551.04	\$412,551.04	9.8%	
iShares Silver Trust	SLV	4788.000	\$15.46	\$74,022.48	1.8%	
SPDR Gold Trust	GLD	625.000	\$123.10	\$76,937.50	1.8%	13.4%
US Treasury TIPS Notes, maturing 1/25, 2.375%		100000.000	\$111.158	\$147,153.18	3.5%	
US Treasury TIPS Notes, maturing 1/26, 2.0%		100000.000	\$107.759	\$137,994.50	3.3%	
US Treasury TIPS Notes, maturing 2/40, 2.125%		100000.000	\$125.265	\$144,619.69	3.4%	10.2%
Vanguard Short-Term Investment Grade Bond Fund	VFSUX	10.480	\$26,830.80	\$281,186.80	6.7%	6.7%
				\$4,202,329.66		100.0%
						Cash Equivalents 13.4%
						US Treasury Inflation Protected Securities 10.2%
						Corporate Bonds 6.7%
						Domestic Equities 53.8%
						International Equities 15.9%
						100.0%



Memorandum

To: Evanston Public Library Board of Trustees

From: Karen Danczak Lyons, Library Director

Subject: Approval of Lease Renewal with National Able Network

Date: June 15, 2018

Recommended Action:

Staff recommends approval of the annual lease renewal with National Able Network, Inc. (567 West Lake St., Suite 1150, Chicago, Illinois 60661) for room 303 in the Main Library to be used as a workforce development and career services training site. The monthly lease is in the amount of \$1,602 for the one-year period beginning July 1, 2018. This is a 2% rent increase.

National Able has confirmed that their grant funds with the State of Illinois is in place and will support the 2% rent increase.

A copy of the proposed lease is attached.

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made and entered into as of this 20th day of June, 2018, by and between the Evanston Public Library Board of Trustees (the "Landlord"), and National Able Network, Inc. (the "Tenant"), an Illinois not-for-profit corporation for a certain commercial office space located at 1703 Orrington Avenue, Room 303, Evanston, Illinois 60201 (the "Premises"). The Landlord and Tenant shall be collectively referred to as the "Parties".

RECITALS

WHEREAS, the Main Library is located at 1703 Orrington Avenue, Evanston, Illinois and, within the facility there is a 12 – station computer lab training room (the "Training Room");

WHEREAS, Tenant seeks to lease the Training Room from Landlord for purposes of operating a workforce development and career services training site;

WHEREAS, the Landlord desires to be a site location for the services that the Tenant provides to the community; and

WHEREAS, the services provided by Tenant at the Training Room include provisions of services regarding career assistance, including access to technology, serve as a recruitment venue, provide access to job training to community members, and many other purposes and services not fully described in this Lease.

In consideration of the rents, covenants and conditions hereafter set forth and the conditions and understandings, the Landlord and Tenant hereby agree as follows:

1. BASIC LEASE PROVISIONS. In addition to the other terms which are elsewhere defined in this Lease, the following words and phrases, whenever used in this Lease, shall have the meanings set forth in this Section 1.

- (a) Landlord: Evanston Public Library Board of Trustees
1703 Orrington Avenue
Evanston, Illinois 60201
- (b) Tenant: National Able Network, Inc.
567 West Lake St., Suite 1150
Chicago, Illinois 60661
- (c) Premises: 1703 Orrington Avenue
Room # 303
Evanston, Illinois 60201

(+/- 870 sq/ft)

- (d) Commencement Date: July 1, 2018
- (e) Lease Term: July 1, 2018 – June 30, 2019
- (f) Base Rent: \$19,224.00 for the One Year Term; (\$1,602.00/per month)
- (g) Delivery of Premises: Tenant will lease Space in AS-IS condition. The Premises will be furnished by Landlord, if any additional office equipment or furnishing is needed, it will be at the expense of the Tenant.
- (h) Utilities: Landlord will be responsible for the payment of ALL utilities and other related expenses, EXCEPT FOR: cell phone charges and cable television usage (if applicable). The Tenant is permitted to use the Landlord's copy machine and will reimburse the Landlord for said use per month at the rate of \$.10/per page.
- (i) Permitted Use: Operation of a workforce development resource center within the Premises and use as a computer lab for computer classes for library patrons. The anticipated services to be provided by Tenant in the Training Room include, but are not limited to the following: resume writing and critiquing, career assessment, job identification, interviewing tips and tools, developing users use of technology in a job search, enhancing job seekers soft skills for the workplace, host job search workshops, help develop and provide referrals to additional services and partners on job assistance issues.
- (j) Security Deposit: No Deposit Required.
- (k) Hazard Insurance: Landlord to procure fire and hazard insurance on the Premises.
- (l) Tenant Insurance: Tenant to carry commercial liability insurance and insure all improvements, fixtures, equipment, and personal property belonging to the Tenant.
- (m) Signage: Tenant may install its signage outside of the Premises, at its own expense, to be agreed upon by the Parties

following the execution of this Lease and approved by Landlord.

- (n) Landlord's Personal Property: The Parties agree and acknowledge that all equipment and personal property items of Landlord within the Premises, shall remain at the Premises upon termination of this Lease.

2. PREMISES. Landlord does hereby lease and rent to Tenant, and Tenant does hereby lease, take and rent from Landlord the leased space located at 1703 Orrington Avenue, Room #303, Evanston, Illinois 60201. The Landlord will cause the halls, corridors, and other parts of the building adjacent to the Premises to be lighted, cleaned and generally cared for, accidents and unavoidable delays excepted. Landlord will air-condition the Premises when required by outside temperature. Tenant shall comply with such rules and regulations of the Library Facility at 1703 Orrington Avenue, Evanston, Illinois 60201, for the necessary, proper, and orderly care of the Library building in which the Premises are located. No modifications, alterations, additions, installations, or renovations including decorating shall be undertaken by the Tenant without first obtaining the written permission from the Landlord. The cost of all alterations and additions, if applicable, shall be borne by the Tenant and shall remain for the benefit of Landlord. The Premises will be accessible to Tenant employees when the Main Library facility is open to Evanston Library employees. The Landlord will provide entrance keys to the Premises, Patrons of the Training Facility will be able to access the Premises for use during the hours of operation set by the Tenant. Tenant will assign at least 2 full-time staff members to work in the Training Room. The initial two staff members will be a Training Room Coordinator and a Career Advisor. The Training Room will be staffed and open at a minimum of five days a week. The hours of operation are as follows: Monday - Friday from 10 a.m. to 6 p.m. (the "NAN Hours of Operation"). The Landlord reserves the right to lease the Premises to another entity to provide similar community services for the hours that the Main Library is open for business and outside of NAN Hours of Operation specified in this Lease. Tenant hereby acknowledges and consents to Landlord leasing the Premises during hours outside of the NAN Hours of Operation.

3. TERM and RENEWAL. The term of this lease agreement (the "Term") shall be for a period of one year, commencing on July 1, 2018 (the "Commencement Date") and ending on June 30, 2019 (the "Expiration Date"). There are no automatic renewal provisions provided in this Lease.

4. RENT. Tenant agrees to pay Landlord or Landlord's agent as rental for the Premises, the monthly installments of Rent due under the terms of this Lease. All monthly installments of Rent shall be payable in advance on or before the first (1st) day of each successive calendar month during the Term at the office of the Landlord set forth in Paragraph 1(a). A penalty of \$50/per day will be assessed against the Tenant for the payments not received by Landlord within five (5) days of the payment due date until such payment is received by Landlord. No

delay or failure by Landlord to exercise this or any other right or remedy under this Lease shall be deemed a waiver of that right or any other term of the Lease.

5. **NO LIENS.** Tenant shall not permit to be created nor to remain undischarged any lien, encumbrance or charge to become, a lien or encumbrance or charge upon the Premises. If any lien or notice of lien on account of an alleged debt of Tenant or any notice of contract by a party engaged by Tenant or Tenant's contractor to work in the Premises shall be filed against the Premises, Tenant shall, within sixty (60) days after notice of the filing thereof, cause the same to be discharged of record by payment, deposit or bond. If Tenant shall fail to cause such lien or notice of lien to be discharged by either paying the amounts claimed to be due or by procuring the discharge of such lien by deposit or by bonding proceedings, Landlord shall be entitled, if Landlord so elects, to defend any prosecution of an action for foreclosure of such lien and any money reasonably paid by Landlord and all reasonable costs and expenses, including attorneys' fees, reasonably incurred by Landlord in connection therewith, together with interest thereon at shall be paid by Tenant to Landlord within thirty (30) days following Tenant's receipt of Landlord's written demand. In the event Tenant diligently contests any such claim of lien, Tenant agrees to indemnify, defend, and hold harmless Landlord from any and all reasonable out of pocket costs, liability and damages, including attorneys' fees resulting therefrom, and, if requested, upon demand, Tenant agrees to immediately deposit with Landlord cash or surety bond in form and with a company reasonably satisfactory to Landlord in an amount equal to the amount of such contested claim.

6. **TENANT INSURANCE OBLIGATIONS.** Tenant shall, during the entire term hereof, keep in full force and effect a Comprehensive General Liability policy in the amount of One Million and no/100 Dollars (\$1,000,000.00) with respect to the Premises, with provisions acceptable to Landlord, and the activities of Tenant in the Premises. The Tenant shall furnish copies of a Certificate of Insurance with the Landlord and the Evanston Public Library named as an additional insured with an insurance company acceptable to the Landlord. The Tenant shall furnish, when requested, a certified copy of the policy to the Landlord. The policy shall provide, in the event the insurance should be changed or cancelled, such change or cancellation shall not be effective until thirty (30) days after the Landlord has received written notice from the insurance company. An insurance company having less than an A- Policyholder's Rating by the Alfred M. Best Company will not be considered acceptable. Tenant shall at its own expense, cost, and risk shall defend and pay all costs, including attorney's fees, of any and all suits or other legal proceedings that may be brought or instituted against the Landlord and/or the Evanston Public Library, or any claim or demand, and pay and satisfy any judgment that may be rendered against them in any such suit or legal proceeding or the amount of any compromise or settlement that may result therefrom.

7. **WAIVER OF SUBROGATION.** The Landlord and Tenant shall not be liable to the other for any loss or damage caused by water damage or any of the risks that are or could be covered by a standard all risk hazard insurance policy with an extended coverage endorsement, or for any business interruption, and there shall be no subrogated claim by one party's

insurance carrier against the other party's carrier arising out of any such loss.

8. QUIET ENJOYMENT and USE OF PREMISES. Landlord hereby covenants and agrees that if Tenant shall perform all the covenants and agreements on Tenant's part to be performed, Tenant shall at all times during the Term have the quiet enjoyment and possession of the Premises. All filing cabinets within the Premises have working locks. Files will be secured each evening before Tenant staff leaves pursuant to standard protocol. The computers used for public instruction are the property of and responsibility of the Landlord. Therefore, the Landlord is responsible for maintaining the equipment and promptly responding to any calls for service from the Tenant within a reasonable time. If any malfunction of the computers or other technology equipment within the Premises occurs, Tenant shall notify David Jordan, of the Evanston Public Library, who will facilitate repairs. Any computers provided by Tenant and used by Tenant's staff or others at Tenant's option, are the property of and responsibility of Tenant to secure, maintain, and provide clear identification as property of Tenant.

9. CERTAIN RIGHTS RESERVED TO LANDLORD. In addition to those rights identified above, Landlord reserves the following rights:

- (a) to decorate, remodel, repair, alter or otherwise prepare the Premises for re-occupancy if Tenant should vacate the Premises during or prior to the last ninety (90) days of the Term or any part thereof;
- (b) to retain pass keys to the Premises;
- (c) to take any and all measures, including, without limitation, inspections, repairs, and alterations to all or any part of the Premises, as may be necessary or desirable for the safety, protection or preservation of the Premises or Landlord's Interests or as may be necessary or desirable in the operation of the commercial portions of the Premises; and

Landlord may enter upon the Premises with reasonable notice to Tenant and may exercise any or all of the foregoing rights hereby reserved without being deemed guilty of an eviction or disturbance of Tenant's use or possession and without being liable in any manner to Tenant. Landlord agrees that it shall not interfere with the Tenant's use and occupancy unless Landlord determines in its reasonable discretion that such interference is necessary.

10. DEFAULT REMEDIES.

(a) Any one of the following events shall be deemed to be an event of default hereunder by Tenant subject to Tenant's right to cure:

- (1) Tenant shall fail to pay within five (5) days, any item of Base Rent at the time and place when and where due;
- (2) Tenant shall fail to maintain the insurance coverage as set forth herein;

(3) Tenant shall fail to comply with any term, provision, condition or covenant of this Lease, other than the payment of Rent, and shall not cure, or commence the good faith cure of any such failure, within fifteen (15) days after written notice to the Tenant of such failure; and

(4) Tenant shall make a general assignment the benefit of creditors, or shall admit in writing its inability to pay its debts as they become due or shall file a petition in bankruptcy;

(b) Upon the occurrence of any event of default, Landlord shall have the option to pursue any one or more of the following remedies subject to the laws of the State of Illinois and the Tenant's right to cure:

(1) Terminate this Lease, in which event Tenant shall immediately surrender the Premises to Landlord, but if Tenant fails to do so, Landlord may, without further notice and without prejudice to any other remedy Landlord may have for possession or arrearages in Rent or damages for breach of contract, enter upon the Premises and expel or remove Tenant and its effects, without being liable to prosecution or any claim for damages therefor;

(2) Landlord may recover from Tenant upon demand all of Landlord's costs, charges and expenses, including the fees and costs of counsel, agents and others retained by Landlord which have been incurred by Landlord in enforcing Tenant's obligations hereunder, subject to Landlord prevailing on its claims.

(c) Pursuit of any of the foregoing remedies shall not preclude pursuit of any other remedy herein provided or available to Landlord at law or in equity, or constitute a forfeiture or waiver of any Rent due hereunder or of any damages suffered by Landlord.

11. INDEMNITY. Tenant agrees that Landlord, elected officials, Evanston Public Library officials, officers, agents, attorneys, and employees shall not be liable for any claim of any kind or in any amount for any injury to or death of persons or damage to property of Tenant or any other person except as set forth herein. Tenant shall indemnify and hold Landlord, mayor, Evanston Public Library officials, officers, agents, attorneys, and employees harmless from all liability whatsoever, and from all losses, costs and expenses (including without limitation attorneys' fees and expenses) incurred or suffered as a result of or related to any real or claimed damage or injury related to Tenant's use and occupancy of the Premises. In the event that Tenant is named as a defendant in any legal proceeding arising from any act or omission of Landlord for any injury or any claimed damage occurring at the Premises, then Landlord shall indemnify and hold Tenant harmless from all liability whatsoever, and from all losses, costs and expenses (including without limitation attorneys' fees and expenses) incurred or suffered as a result of or related to any real or claimed damage or injury provided that a) Landlord is named

as a defendant in the legal proceeding; b) the claim arises from a negligent or gross negligent act or omission of Landlord; and c) Tenant's own negligent act or omission is not a cause of the claim.

12. LIABILITY FOR ACTS OR NEGLECT. If any damage to the Premises, or any part thereof, results from any act or neglect of Tenant or its invitees or other guests, agents, customers, invitees or other guests of its customers, or employees, independent contractors, or the like, Tenant shall immediately repair the same; provided, however, that Landlord may, at its option, repair such damage and Tenant shall, upon demand by the Landlord, reimburse the Landlord forthwith for the total cost of such repairs. All personal property belonging to Tenant shall be at the sole risk of the Tenant and such other person only and the Landlord shall not be liable for damage, theft or misappropriation thereof.

13. DESTRUCTION OR DAMAGE. In the event of destruction of or damage to, the Premises by fire or other casualty, Landlord shall use the proceeds of its insurance to promptly rebuild and restore the Premises to their condition immediately prior to such destruction or damage. Landlord shall rebuild and restore the Premises to the condition of the Premises that existed on the Possession Date. In the event that the proceeds have been applied to indebtedness secured by any mortgage on the Premises, or are otherwise unavailable or the proceeds of insurance are not sufficient to pay for the cost of rebuilding or restoration, and Landlord elects not to make an equivalent amount of funds available to rebuild and restore the Premises, then Landlord may terminate this Lease and Tenant's rights hereunder and Tenant shall be released of its obligations and this Lease shall cease and terminate as of the date Tenant receives Landlord's written notice of such election.

14. CONDEMNATION. If the whole, or any part of the demised Premises shall be taken by any public authority under the power of eminent domain, the Lease term shall cease as of the day of possession shall be taken by such authority if such is of the entire demised Premises and any rents shall be prorated as of said date. If the entire premises are not taken, but such taking is more than 20% of the Premises the Tenant shall have the option to terminate this Lease. If the taking is less than 20% and such taking would cost the Tenant monies to reconfigure/ restructure the business premises or make it not practical to continue said business, tenant shall have the option to terminate the lease upon 30 days written notice to Landlord. All compensation awarded for any taking under the power of eminent domain, whether in whole or in part of the demised premises shall be the property of the Landlord, however, the Landlord shall not be entitled to any award made expressly to the Tenant for the taking of the Tenant's business value, furniture, fixtures or leasehold improvements (exclusive of the Landlord's contributions).

15. ENTIRE AGREEMENT AND TIME IS OF THE ESSENCE. This Lease contains the entire agreement of the parties with respect to the Premises and no representations or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. Time is of the essence of this Lease, and of each term, condition and provision hereof.

16. HOLDING OVER. Upon termination of this Lease, by lapse of time or otherwise, Tenant shall surrender the Premises (and all keys thereto) in the same condition as at commencement of the Term, excepting only reasonable wear and tear and loss by insured casualty. If Tenant remains in possession after expiration of the Term, Tenant agrees to yield up immediate and peaceable possession to Landlord, and if failing to do so, the Tenant shall pay the sum of two hundred and no/100 Dollars (\$200.00) per day, for the time such possession is withheld. The Landlord or its legal representative at any time after the expiration of the Term, without notice, to re-enter the Premises, and to expel, remove and put the Tenant or any person(s) occupying the said Premises, and to repossess and enjoy the Premises against as before this Lease, without prejudice to any remedies which might otherwise be used for arrears of rent or breach of covenants. The Tenant expressly agrees that the Landlord does NOT have to bring a forcible entry and detainer action in the Circuit Court of Cook County for possession rights, if the Tenant is a holdover tenant or defaults on its obligations to pay rent, Paragraph

17. ASSIGNMENT AND SUBLETTING. This Lease shall not be assignable, unless the Landlord has issued prior written consent which consent shall not be unreasonably withheld. The Parties agree that the agreements herein contained in this Lease shall be binding upon, apply, and inure to their respective successors and assigns.

18. SEVERABILITY. If any term, covenant or condition of this Lease or the application thereof to any person or circumstance shall be determined to be invalid or unenforceable to any extent, neither the remainder of this Lease nor the application of such term, covenant or condition to any other person or circumstance shall be affected thereby, and each term, covenant or condition of this Lease shall be valid and enforceable to the fullest extent permitted by law.

19. GOVERNING LAW AND TIME LIMITATION. This Lease shall be construed and enforced in accordance with the laws of the State of Illinois. All disputes relating to the interpretation of the provisions of this Lease shall be resolved exclusively by the federal or state court located in Cook County, Illinois, and the parties hereto hereby submit to the jurisdiction and venue of the court for such purpose. The parties hereby waive trial by jury.

20. NOTICES. Notices sent to the Landlord, should be mailed to the address set forth in Paragraph 1(a) of this Lease and notice to the Tenant should be mailed to the address set forth in Paragraph 1(b) of this Lease. A mailed notice must be sent via certified mail, return receipt requested and effective three (3) business days after deposit in the U.S. Mail. Notice given by personal delivery is effective upon delivery.

If to the Landlord:
Evanston Public Library
Attn: Karen Danczak Lyons, Library Director
1703 Orrington Avenue

Evanston, IL 60201
Fax: 847-866-0313

If to Tenant:
National Able Network, Inc.
Attn: Andi Drileck, Vice-President
567 West Lake Street, Suite 1150
Chicago, Illinois 60661
Fax: 312-994-4201

IN WITNESS WHEREOF, both of said Landlord and Tenant have caused this Lease to be executed as of the date and year first above written by a duly authorized officer or manager of each of the respective parties.

**BOARD OF TRUSTEES OF THE
EVANSTON PUBLIC LIBRARY**

NATIONAL ABLE NETWORK, INC.

By: _____

By: _____

Its: President

Its: President and CEO

Print Name: Ben Schapiro

Print Name: Bridget Altenburg



Memorandum

To: Evanston Public Library Board of Trustees

From: Karen Danczak Lyons, Director

Subject: Meeting Room Fee Review and Addition of Rooms to Fee Table

Date: June 15, 2018

Recommended Action:

Staff recommends approval of a fee adjustment for use of the Community Meeting Room and Small Meeting Room effective January 1, 2019 and applicable to any room reservations confirmed for 2019 on and after July 1, 2018. In addition, staff requests that both the Falcon and Seminar Rooms be added to the Meeting Room fee table for new bookings effective August 1, 2018. For new reservations in the Falcon and Seminar Rooms for 2018, the fees would mirror the existing fees for the Main Community (\$60) and Small Meeting (\$30) Rooms. Staff also recommends adjusting the fee for after hours security to reflect actual costs effective August 1, 2018.

Summary:

A review of our records suggests that the meeting room fees have not been adjusted in several years. After reviewing the fees charged by surrounding venues including the Woman's Club of Evanston, Rotary International and City Facilities, we feel the proposed new rates would continue to be competitive.

In 2017, meeting room fees generated \$10,304.12. As of May 31, 2018, meeting room fees have generated \$2,535.

Meeting rooms are reserved many months in advance. City meetings and programs produced by or in partnership with the Evanston Public Library do not generate revenue. Community Meeting Room and Small Meeting Room reservations that have been confirmed as of July 1, 2018 will pay the current fee. Any 2019 reservations for these two venues would be reserved at the proposed new rates.

We will begin to accept reservations for the Falcon and Seminar Rooms effective August 1, 2018. Since creating the Seminar Room, fees have not been charged for use of this room. Staff

recommends that both the Falcon and Seminar Rooms be included in the fee schedule effective July 1, 2018 for all new reservations.

The existing Fee schedule as previously approved by the Board is:

Meeting Room Fees

<i>Facility</i>	<i>Fee</i>
Community Meeting Room	\$60.00
Small Meeting Room	\$30.00
Video projector	\$15.00
VCR/DVD Player with monitor	\$15.00
Internet browser projection	\$15.00
Slide projector	\$15.00
Overhead projector	\$15.00
Public address system	\$15.00
Piano	\$15.00
Clean up	\$25.00
After hours use/security (per hour)	\$25.00
Special event	\$5,000.00

Proposed Meeting Room Fees

Agenda Item 10.D

<i>Facility</i>	<i>Fee</i>
Community Meeting Room	\$75.00
Falcon Room	\$75.00
Small Meeting Room	\$40.00
Seminar Room	\$40.00
Video projector	\$15.00
VCR/DVD Player with monitor	\$15.00
Internet browser projection	\$15.00
Slide projector	\$15.00
Overhead projector	\$15.00
Public address system	\$15.00
Piano	\$15.00
Clean up	\$25.00
After hours use/security (per hour)	\$35.00
Special event	\$5,000.00

The fee increases for both the Community and Small Meeting Rooms reflect a 25% increase. The fees proposed for the Seminar and Falcon Rooms mirror the proposed new rates for similarly sized and equipped rooms.

To reflect actual costs for after hours security, the fee associated has been adjusted.

Financial Implications:

Agenda Item 10.D

With the addition of the Falcon and Seminar Rooms we will be able to accommodate requests that are currently denied due to prior reservations for the similarly sized Community Meeting and Small Meeting Rooms. Revenue for these spaces will be tracked and reported at future Board meetings.



Memorandum

To: Evanston Public Library Board of Trustees

From: Karen Danczak Lyons, Library Director

Subject: Integrated communications and marketing consultant: Approval to extend contract

Date: June 15, 2018

Staff recommends that the Evanston Public Library Board of Trustees authorizes the Library Director to continue a sole source contract with Steve Johnson for an integrated communications and marketing consultation.

In 2017, the Evanston Public Library Board approved a contract that allowed added resources to be devoted to the marketing and communications of staff. During our work with Steve Johnson, he has:

- assisted in creating messages that express our commitment to equity, diversity and inclusion,
- strengthened our relationships with local press,
- created an online video campaign highlighting our services during national library week,
- consulted on strategies and techniques to improve the effectiveness of our communication efforts
- provided training to staff at our All Staff Day.

With the Board's approval, Steve will continue his work with us including helping to create a library card sign up campaign and communication campaigns that share the results of our ongoing emphasis on equity, diversity and inclusion. This draft contract reflects a twelve month engagement at the deeply discounted rate that has been negotiated previously.

CITY OF EVANSTON

PROFESSIONAL SERVICES AGREEMENT

The parties referenced herein desire to enter into an agreement for professional communications and integrated media relations services for Evanston Public Library.

THIS AGREEMENT (hereinafter referred to as the "Agreement") entered into this 21st day of June, 2018, between the Evanston Public Library, an Illinois municipal public library with a main library and administrative offices located at 1703 Orrington Avenue, and branches at 900 Chicago Avenue and 2026 Central Street in Evanston Illinois (hereinafter referred to as the "Library"), and Steve Johnson, with his office located at 1014 Maple Ave., Suite 100, Evanston, IL 60202 (hereinafter referred to as the "Consultant"). Compensation for all basic Services ("the Services") provided by the Consultant pursuant to the terms of this Agreement shall not exceed \$6,000.

I. COMMENCEMENT DATE

Consultant shall begin providing the Communications planning, branded content development and integrated media relations Project Management Services effective June 21, 2018.

II. COMPLETION DATE

Consultant shall complete the Services by July 1, 2019. Should a change in schedule be required, the initial twelve month contract may be modified in writing and agreed to in advance. This Agreement may be renewed after this term for up to two (2) one year extensions. No renewal shall begin until agreed to in writing by both parties prior to the completion date of the Agreement.

III. PAYMENTS

The Library shall pay Consultant those fees as provided here: Payment shall be made upon the submission and approval of a monthly invoice, as set forth in Exhibit- A – Project Deliverables. Any expenses in addition to those set forth here must be specifically approved by the Library in writing in advance.

IV. DESCRIPTION OF SERVICES

Consultant shall perform the services (the "Services") set forth here: Services are those as defined in Exhibit A.

V. GENERAL PROVISIONS

A. Services. Consultant shall perform the Services in a professional and workmanlike manner. All Services performed and documentation (regardless of

format) provided by Consultant shall be in accordance with the standards of reasonable care and skill of the profession, free from errors or omissions, ambiguities, coordination problems, and other defects. Consultant shall require its employees to observe the working hours, rules, security regulations and holiday schedules of the Library while working and to perform its Services in a manner which does not unreasonably interfere with the Library's business and operations, or the business and operations of other tenants and occupants in the Library which may be affected by the work relative to this Agreement. Consultant shall take all necessary precautions to assure the safety of its employees who are engaged in the performance of the Services, all equipment and supplies used in connection therewith, and all property of Library or other parties that may be affected in connection therewith. If requested by the Library, Consultant shall promptly replace any employee or agent performing the Services if, in the opinion of the Library, the performance of the employee or agent is unsatisfactory.

Consultant is responsible for conforming its final work product to generally accepted professional standards for all work performed pursuant to this Agreement. Consultant is an independent Consultant and is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort, including but not limited to, Worker's Compensation Insurance. Nothing in this Agreement accords any third-party beneficiary rights whatsoever to any non-party to this Agreement that any non-party may seek to enforce. Consultant acknowledges and agrees that should Consultant or its sub consultants provide false information, or fail to be or remain in compliance with this Agreement, the Library may void this Agreement. The Consultant warrants and states that it has read the Contract Documents, and agrees to be bound thereby, including all performance guarantees as respects Consultant's work and all indemnity and insurance requirements.

The Consultant shall obtain prior approval from the Library prior to subcontracting with any entity or person to perform any of the work required under this Agreement. If the Consultant subcontracts any of the services to be performed under this Agreement, the sub consultant agreement shall provide that the services to be performed under any such agreement shall not be sublet, sold, transferred, assigned or otherwise disposed of to another entity or person without the Library's prior written consent. The Consultant shall be responsible for the accuracy and quality of any sub consultant's work.

All sub consultant agreements shall include verbatim or by reference the provisions in this Agreement binding upon Consultant as to all Services provided by this Agreement, such that it is binding upon each and every sub consultant that does work or provides Services under this Agreement.

The Consultant shall cooperate fully with the Library, other Library contractors, the City of Evanston, other municipalities and local government officials, public utility companies, and others, as may be directed by the Library.

This shall include attendance at meetings, discussions and hearings as requested by the Library. Consultant shall cooperate with the Library in scheduling and performing its Work to avoid conflict, delay in or interference with the work of others, if any, at the Project.

Except as otherwise provided herein, the nature and scope of Services specified in this Agreement may only be modified in writing and after approved by both parties. This Agreement may be modified or amended from time to time provided, however, that no such amendment or modification shall be effective unless reduced to writing and duly authorized and signed by the authorized representatives of the parties.

B. Representation and Warranties. Consultant represents and warrants that: (1) Consultant possesses and will keep in force all required licenses to perform the Services, (2) the employees of Consultant performing the Services are fully qualified, licensed as required, and skilled to perform the Services.

C. Termination. Library may, at any time, with or without cause, terminate this Agreement upon seven (7) days written notice to Consultant. If the Library terminates this agreement, the Library will make payment to Consultant for Services performed prior to termination. Payments made by the Library pursuant to this Agreement are subject to sufficient appropriations made by the Evanston Public Library and appropriations approved by Evanston City Council. In the event of termination resulting from non-appropriation or insufficient appropriation by the Evanston Public Library and approved by the City Council, the Library's obligations hereunder shall cease and there shall be no penalty or further payment required. In the event of an emergency or threat to the life, safety or welfare of the citizens of the City, the Library shall have the right terminate this Agreement without prior written notice. Within thirty (30) days of termination of this Agreement, the Consultant shall turn over to the Library any documents, drafts, and materials, including but not limited to, outstanding work product, data, studies, test results, source documents, and any other such items specifically identified by the Library related to the Services herein.

D. Independent Consultant. Consultant's status shall be that of an independent Consultant and not that of a servant, agent, or employee of the Evanston Public Library or City of Evanston. Consultant shall not hold Consultant out, nor claim to be acting, as a servant, agent or employee of the Evanston Public Library or City of Evanston. Consultant is not authorized to, and shall not, make or undertake any agreement, understanding, waiver or representation on behalf of the Evanston Public Library or City of Evanston. Consultant shall at its own expense comply with all applicable workers compensation, unemployment insurance, employer's liability, tax withholding, minimum wage and hour, and other federal, state, county and municipal laws, ordinances, rules, regulations and orders. Consultant agrees to abide by the Occupational Safety & Health Act

of 1970 (OSHA), and as the same may be amended from time to time, applicable state and municipal safety and health laws and all regulations pursuant thereto.

E. Conflict of Interest. Consultant represents and warrants that no prior or present services provided by Consultant to third parties conflict with the interests of the Library or City of Evanston in respect to the Services being provided hereunder except as shall have been expressly disclosed in writing by Consultant to the Library and consented to in writing to the Library.

F. Ownership of Documents and Other Materials. All originals, duplicates and other documents or materials required to be furnished by Consultant hereunder, including drafts and reproduction copies thereof, shall be and remain the exclusive property of the Library, and the Library shall have the unlimited right to publish and use all or any part of the same without payment of any additional royalty, charge, or other compensation to Consultant. Upon the termination of this Agreement, or upon request of the Library, during any stage of the Services, Consultant shall promptly deliver all such materials to the Library. Consultant shall not publish, transfer, license or, except in connection with carrying out obligations under this Agreement, use or reuse all or any part of such reports and other documents, including working pages, without the prior written approval of the Library, provided, however, that Consultant may retain copies of the same for Consultant's own general reference.

G. Payment. Invoices for payment shall be submitted by Consultant to Library at the address set forth above, together with reasonable supporting documentation, Library may require such additional supporting documentation as Library reasonably deems necessary or desirable. Payment shall be made in accordance with the Illinois Local Government Prompt Payment Act, after Library's receipt of an invoice and all such supporting documentation.

H. Right to Audit. Consultant shall for a period of three years following performance of the Services, keep and make available for the inspection, examination and audit by Library or Library's authorized employees, agents or representatives, at all reasonable time, all records respecting the services and expenses incurred by Consultant, including without limitation, all book, accounts, memoranda, receipts, ledgers, canceled checks, and any other documents indicating, documenting, verifying or substantiating the cost and appropriateness of any and all expenses. If any invoice submitted by Consultant is found to have been overstated, Consultant shall provide Library an immediate refund of the overpayment together with interest at the highest rate permitted by applicable law, and shall reimburse all of Library's expenses for and in connection with the audit respecting such invoice.

I. Indemnity. Consultant shall defend, indemnify and hold harmless the Library and its officers, elected and appointed officials, agents, and employees from any and all liability, losses, or damages as a result of claims, demands,

suits, actions, or proceedings of any kind or nature, including but not limited to costs, and fees, including attorney's fees, judgments or settlements, resulting from or arising out of any negligent or willful act or omission on the part of the Consultant or Consultant's subcontractors, employees, agents or subcontractors during the performance of this Agreement. Such indemnification shall not be limited by reason of the enumeration of any insurance coverage herein provided. This provision shall survive completion, expiration, or termination of this Agreement.

Nothing contained herein shall be construed as prohibiting the Library, or its officers, agents, or employees, from defending through the selection and use of their own agents, attorneys, and experts, any claims, actions or suits brought against them. The Consultant shall be liable for the costs, fees, and expenses incurred in the defense of any such claims, actions, or suits. Nothing herein shall be construed as a limitation or waiver of defenses available to the Library and employees and agents, including but not limited to the Illinois Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 *et seq.*

At the City Corporation Counsel's option, Consultant must defend all suits brought upon all such Losses and must pay all costs and expenses incidental to them, but the Library and City of Evanston has the right, at its option, to participate, at its own cost, in the defense of any suit, without relieving Consultant of any of its obligations under this Agreement. Any settlement of any claim or suit related to this Agreement by Consultant must be made only with the prior written consent of the City Corporation Counsel and the Library, if the settlement requires any action on the part of the City or the Library.

To the extent permissible by law, Consultant waives any limits to the amount of its obligations to indemnify, defend, or contribute to any sums due under any Losses, including any claim by any employee of Consultant that may be subject to the Illinois Workers Compensation Act, 820 ILCS 305/1 *et seq.* or any other related law or judicial decision, including but not limited to, *Kotecki v. Cyclops Welding Corporation*, 146 Ill. 2d 155 (1991). The Library and City of Evanston, however, does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, the Illinois Pension Code or any other statute.

Consultant shall be responsible for any losses and costs to repair or remedy work performed under this Agreement resulting from or arising out of any act or omission, neglect, or misconduct in the performance of its Work or its sub-Consultants' work. Acceptance of the work by the Library will not relieve the Consultant of the responsibility for subsequent correction of any such error, omissions and/or negligent acts or of its liability for loss or damage resulting therefrom. All provisions of this Section shall survive completion, expiration, or termination of this Agreement.

J. Confidentiality. In connection with this Agreement, Library may provide Consultant with information to enable Consultant to render the Services hereunder, or Consultant may develop confidential information for Library. Consultant agrees (i) to treat, and to obligate Consultant's employees to treat, as secret and confidential all such information whether or not identified by Library as confidential, (ii) not to disclose any such information or make available any reports, recommendations and /or conclusions which Consultant may make for Library to any person, firm or corporation or use the same in any manner whatsoever without first obtaining Library's written approval, and (iii) not to disclose to Library any information obtained by Consultant on a confidential basis from any third party unless Consultant shall have first received written permission from such third party to disclose such information.

Pursuant to the Illinois Freedom of Information Act, 5 ILCS 140/7(2), records in the possession of others whom the Library has contracted with to perform a governmental function are covered by the Act and subject to disclosure within limited statutory timeframes (five (5) working days with a possible five (5) working day extension). Upon notification from the Library that it has received a Freedom of Information Act request that calls for records within the Consultant's control, the Consultant shall promptly provide all requested records to the Library so that the Library may comply with the request within the required timeframe. The Library and the Consultant shall cooperate to determine what records are subject to such a request and whether or not any exemptions to the disclosure of such records, or part thereof, is applicable. Vendor shall indemnify and defend the Library from and against all claims arising from the Library's exceptions to disclosing certain records which Vendor may designate as proprietary or confidential. Compliance by the Library with an opinion or a directive from the Illinois Public Access Counselor or the Attorney General under FOIA, or with a decision or order of Court with jurisdiction over the Library and the City, shall not be a violation of this Section.

K. Use of Library's Name or Picture of Property. Consultant shall not in the course of performance of this Agreement or thereafter use or permit the use of Library's name nor the name of any affiliate of the Library or City, nor any picture of or reference to its Services in any advertising, promotional or other materials prepared by or on behalf of Consultant, nor disclose or transmit the same to any other party.

L. No Assignments or Subcontracts. Consultant shall not assign or subcontract all or any part or its rights or obligations hereunder without Library's express prior written approval. Any attempt to do so without the Library's prior consent shall, at Library's option, be null and void and of no force or effect whatsoever. Consultant shall not employ, contract with, or use the services of any other third party in connection with the performance of the Services without the prior written consent of Library.

M. Compliance with Applicable Statutes, Ordinances and Regulations.

In performing the Services, Consultant shall comply with all applicable federal, state, county, and municipal statutes, ordinances and regulations, at Consultant's sole cost and expense, except to the extent expressly provided to the contrary herein. Whenever the Library deems it reasonably necessary for security reasons, the Library may conduct at its own expense, criminal and driver history background checks of Consultant's officers, employees, subcontractors, or agents. Consultant shall immediately reassign any such individual who in the opinion of the Library does not pass the background check.

N. Liens and Encumbrances. Consultant, for itself, hereby waives and releases any and all statutory or common law or other such lien claims.

O. Notices. Every notice or other communication to be given by either party to the other with respect to this Agreement, shall be in writing and shall not be effective for any purpose unless the same shall be served personally or by United States certified or registered mail, postage prepaid, addressed if to Library as follows: Evanston Public Library, 1703 Orrington Avenue, Evanston, Illinois 60201, Attention: Library Director and to Consultant at the address first above set forth, or at such other address or addresses as Library or Consultant may from time to time designate by notice given as above provided.

P. Attorney's Fees. In the event that the Library commences any action, suit, or other proceeding to remedy, prevent, or obtain relief from a breach of this Agreement by Consultant, or arising out of a breach of this Agreement by Consultant, the Library shall recover from the Consultant as part of the judgment against Consultant, its attorneys' fees and costs incurred in each and every such action, suit, or other proceeding.

Q. Waiver. Any failure or delay by Library to enforce the provisions of this Agreement shall in no way constitute a waiver by Library of any contractual right hereunder, unless such waiver is in writing and signed by Library.

R. Severability. In the event that any provision of this Agreement should be held void, or unenforceable, the remaining portions hereof shall remain in full force and effect.

S. Choice of Law. The rights and duties arising under this Agreement shall be governed by the laws of the State of Illinois. Venue for any action arising out or due to this Agreement shall be in Cook County, Illinois. The Library shall not enter into binding arbitration to resolve any dispute under this Agreement. The Library does not waive tort immunity by entering into this Agreement.

T. Time. Consultant agrees all time limits provided in this Agreement and any Addenda or Exhibits hereto are of essence to this Agreement. Consultant

shall continue to perform its obligations while any dispute concerning the Agreement is being resolved, unless otherwise directed by the Library.

V. Survival. Except as expressly provided to the contrary herein, all provisions of this Agreement shall survive all performances hereunder including the termination of the Consultant.

VI. EQUAL EMPLOYMENT OPPORTUNITY

In the event of the Consultant's noncompliance with any provision of Section 1-12-5 of the Evanston City Code, the Illinois Human Rights Act or any other applicable law, the Consultant may be declared nonresponsible and therefore ineligible for future contracts or subcontracts with the Library, and the contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

During the performance of the contract, the Consultant agrees as follows:

A. That it will not discriminate against any employee or applicant for employment or volunteer because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, or age or physical or mental disabilities that do not impair ability to work, and further that it will examine all job classifications and volunteer position descriptions to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization. Consultant shall comply with all requirements of City of Evanston Code Section 1-12-5.

B. That, in all solicitations or advertisements for employees or volunteers placed by it on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, or disability.

VII. SEXUAL HARASSMENT POLICY

The Consultant certifies pursuant to the Illinois Human Rights Act (775 ILCS 5/2-105 *et. seq.*), that it has a written sexual harassment policy that includes, at a minimum, the following information:

- A.** The illegality of sexual harassment;
- B.** The definition of sexual harassment under State law;
- C.** A description of sexual harassment utilizing examples;
- D.** The Consultant's internal complaint process including penalties;

E. Legal recourse, investigation and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission, and directions on how to contact both; and

F. Protection against retaliation as provided to the Department of Human Rights.

VIII. CONSULTANT CERTIFICATIONS

A. Consultant acknowledges and agrees that should Consultant or its sub consultant provide false information, or fail to be or remain in compliance with the Agreement, the Library may void this Agreement.

B. Consultant certifies that it and its employees will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. Section 1201 et seq.) and applicable rules in performance under this Agreement.

C. If Consultant, or any officer, director, partner, or other managerial agent of Consultant, has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, Consultant certifies at least five years have passed since the date of the conviction.

D. Consultant certifies that it has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any State in the U.S., nor made any admission of guilt of such conduct that is a matter of record. (720 ILCS 5/33 E-3, E-4).

E. In accordance with the Steel Products Procurement Act, Consultant certifies steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the U.S. unless the City grants an exemption.

F. Consultant certifies that it is properly formed and existing legal entity, and as applicable, has obtained an assumed name certificate from the appropriate authority, or has registered to conduct business in Illinois and is in good standing with the Illinois Secretary of State.

G. If more favorable terms are granted by Consultant to any similar governmental entity in any state in a contemporaneous agreement let under the same or similar financial terms and circumstances for comparable supplies or services, the more favorable terms shall be applicable under this Agreement.

H. Consultant certifies that it is not delinquent in the payment of any fees, fines, damages, or debts to the City of Evanston.

IX. INTEGRATION

This Agreement, together with Exhibit A sets forth all the covenants, conditions and promises between the parties with regard to the subject matter set forth herein. There are no covenants, promises, agreements, conditions or understandings between the parties, either oral or written, other than those contained in this Agreement. This Agreement has been negotiated and entered into by each party with the opportunity to consult with its counsel regarding the terms therein. No portion of the Agreement shall be construed against a party due to the fact that one party drafted that particular portion as the rule of *contra proferentem* shall not apply.

In the event of any inconsistency between this Agreement, and any Exhibits, this Agreement shall control over the Exhibits. In no event shall any proposal or contract form submitted by Consultant be part of this Agreement unless agreed to in a writing signed by both parties and attached and referred to herein as an Addendum, and in such event, only the portions of such proposal or contract form consistent with this Agreement and Exhibits hereto shall be part hereof.

IN WITNESS WHEREOF, the parties hereto have each approved and executed this Agreement on the day, month and year first above written.

CONSULTANT:

**Evanston Public Library
1703 ORRINGTON AVENUE
EVANSTON, IL 60201**

Signature _____

Signature _____

Name: Steve Johnson

Name: Karen Danczak Lyons

FEIN Number: _____

Date: _____

Date: _____