



Notice is hereby given that the following Committees of the Library Board will be held via videoconference with
all remote participation Tuesday, July 13, 2021 at 7:00 p.m.

Meetings of the Library Board are open to the public under provisions of the Illinois Open Meetings Act. The Library Board President has determined that it is not practical or prudent to schedule an in-person meeting due to the COVID-19 pandemic, therefore, this meeting will be held virtually and in accordance with state statute.

To submit public comment, either join the meeting using the link below, or send an email with your comments to librarydirector@prpl.org at any time before or during the meeting. All comments will be read aloud during the meeting.

Join meeting online: <https://zoom.us/s/95130716787?pwd=RjJPdit4Q3dnakQ5WmUvUUxOQzF4dz09>

Or call (312) 626-6799

Webinar ID: 951 3071 6787

Password: 905566

International numbers available: <https://zoom.us/u/aeqJp5Wcbl>

Of note, those calling in will be identified by the phone number from which they are calling. To be assigned a different identifier, dial *67 before dialing the phone number. Callers may dial *6 to unmute for public comment.

Please contact Library Administration for additional information or to request accommodations.

LIBRARY COMMITTEE AGENDAS - BOARD OF TRUSTEES

TUESDAY, July 13, 2021 at 7:00 P.M.

All committees are committees-of-the-whole unless noted

PUBLIC COMMENT

BUILDING & GROUNDS (Rapisand)

1. Approve June 8, 2021 minutes – Attached
2. Update on Library construction project – Change order 29 Attached
3. Update on City of Park Ridge Library Parking Lot project - Attached
4. Other

BUDGET & FINANCE (Rapisand– Chair)

1. Approve June 8, 2021 minutes – Attached
2. Budget assumptions for city provided services - Attached
3. Other

PLANNING & OPERATIONS (Burkum/Steinfels – Co-Chairs)

1. Approve June 8, 2021 minutes – Attached
2. Phase 5 Restored Services - Attached
3. Review of Final Draft Board SY21 Task Calendar – Attached
4. CVI Contract renewal - Attached
5. Other

NO MEETINGS:

COMMUNICATIONS & DEVELOPMENT

NOMINATING

PERSONNEL

RESOURCES

INTERGOVERNMENTAL AGREEMENT SUBCOMMITTEE

MINUTES

PARK RIDGE PUBLIC LIBRARY

20 S. Prospect Avenue, Park Ridge, IL 60068

Building and Grounds Committee of the Whole Meeting of the Board of Trustees
held via videoconference – June 8, 2021 at 7:00 p.m.

CALL TO ORDER

President Rapisand called the Committee of the Whole meeting of the Park Ridge Public Library Board of Trustees to order at 7:04 p.m.

President Rapisand explained that the Library Board was meeting via videoconference and stated that she authorized the Board to meet remotely as per Illinois Public Act 101-0640 which, among other matters, amends Section 7 of the Open Meetings Act to allow meetings of members of a public body subject to the Act to occur without a quorum being physically present at the meeting due to COVID-19.

President Rapisand announced that any public comments or requests to speak may be sent to librarydirector@prpl.org or participants could raise their hand virtually.

ROLL CALL

Trustees Present: Lauren Rapisand, President; Alexandrea Hanba; Josh Kiem; Michael Reardon; Joseph Steinfels; Deepika Thiagarajan
(Via videoconference)
Absent: Karen Burkum, Vice-President; Stevan Dobrilovic, Treasurer; David Somheil, Secretary
Others Present: Joanna Bertucci, Library Director; Angela Berger, Interim Library Director; Alyson Doubek, Finance Manager; John Prial, Facility Manager and Andrew Jose, Green and Associates.

PUBLIC COMMENT

None.

CALL TO ORDER

Committee Chair Reardon called the Building and Grounds Committee meeting to order at 7:07 p.m.

APPROVAL OF MINUTES

Trustee Hanba made a

MOTION: to approve the minutes of May 11, 2021

President Rapisand seconded the motion.

Roll Call Vote: Yes: Hanba, Kiem, Rapisand, Reardon, Steinfels, Thiagarajan

Absent: Burkum, Dobrilovic, Somheil

Motion passed.

UPDATE ON CONSTRUCTION PROJECT

Mr. Jose of Green Associates provided an update on Library construction. With regard to interior work, sprinkler tests and occupancy inspections for second and third floor are scheduled for June 11 with partial occupancy permits issued if sprinkler test passes. As for the status of exterior work, the new water main has been installed. There will be no interruption to the water service during the changeover to the new water main. Completion of water main and plumbing work anticipated by June 30.

He noted additional excavation and water main costs for concrete encased water main, backfilling vault, additional investigations requested by city, additional traffic control devices, and removal of section of existing foundation; the preliminary costs for which is \$36,000. Mr. Jose explained that there were three factors that triggered the additional costs for excavation: the existing foundation, the concrete encased old water main, and additional piping and valves present that required additional investigation resulting in work stoppage requested by City while IDOT reviewed.

Lintels noted on the second floor that were determined to be deficient have a proposed cost of \$34,001. Structural engineer is reviewing and assessing and Mr. Jose expects these costs to be reduced to the high \$20,000 range. Other additional outstanding costs include request to address city requirement for floor drain in mechanical room

MINUTES
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sink, \$9,651.47; proposed request for nitrogen generator additional electrical circuit, \$1,325.27 and proposal for electrical and fire alarm punch list items from prior renovation project, costs are pending.

Mr. Jose suggested that the Board might want to consider packaging the work required for the three lintels identified on the second floor along with the two in the area of the Children's washrooms and bid these out as a new project, separate from the current project. Mr. Jose will be contacting the City to determine if deferring this work will be an option for the Library. There was discussion among the committee with regard to completing the work now or deferring to a future date. Mr. Prialal stated that it was his opinion that the work for all five identified lintels should be bundled and addressed in a future project.

The Board concurred that they would like to see all proposals for additional work to be completed, along with the prioritization for each of these projects before making a decision as to how best to proceed. Mr. Jose stated that additional information would be available after the construction meeting held on June 10 and prior to the Board meeting scheduled for June 15. He will update the Board at that time.

OTHER

Mr. Reardon asked about the timing of the planned Capital Needs Assessment. Mr. Prialal replied that it is planned for SY21 and Ms. Doubek confirmed that it is not currently budgeted for in the SY21 budget but budgeted amounts can be carried forward from the FY21 budget.

Director Bertucci noted that this assessment has been included on the Board Annual Task Calendar in August. Mr. Reardon noted the importance of this assessment, as it will inform long-term capital needs planning and budgeting.

Committee Chair Reardon closed the Building and Grounds Committee meeting at 7:41 p.m.



Memorandum

Memo Date: July 9, 2021
From: Joanna Bertucci
Meeting Type: Building and Grounds Committee of the Whole Meeting
Meeting Date: July 13, 2021
Action Requested: For information
Subject: Library Sprinkler Project – Change Order 29 Update

Background:

During the excavation process, the contractors incurred additional excavation costs related to the Touhy water service connection. Change order 29 includes costs for additional excavation and water main costs for concrete encased water main, backfilling vault, and removal of sections of the existing foundation. Efrain Carlson & Son provided an estimated amount for Change order 29, approximately \$40,000, which is in review by Green and Associates.

It was our hope that Efrain Carlson & Son would provide a final cost for this change order by Friday, July 9 to be included on the July 13, 2021 Committee of the Whole Agenda. Due to staffing shortage, the excavator has not determined their final numbers by today's deadline. Mr. Jose will be present at the July 13 Committee of the Whole meeting to deliver a status update.

Recommendation:

I respectfully request that the Board approve a placeholder motion to go on the July 20, 2021 Regular Board Meeting agenda to review and approve Change Order 29, in anticipation of the final amount being confirmed by the excavator by Friday, July 16th.



Memorandum

Memo Date: July 9, 2021
From: Joanna Bertucci
Meeting Type: Building and Grounds Committee of the Whole Meeting
Meeting Date: July 13, 2021
Action Requested: For information
Subject: City of Park Ridge – Parking lot paver project

Background:

Ms. Bertucci and Mr. Prialia met with CPR engineer, Sarah Mitchell, and Public Works Director, Wayne Zingsheim on June 10 to discuss the parking lot pavement project. At this point, the project plans are 60% complete and will likely go out to bid in August. The project will be deployed in 3 phases starting in fall 2021. The first phase will impact the westbound lane adjacent to the Library, which provides access to the Library's exterior materials returns and staff parking area. Mr. Prialia is investigating temporary placement of our book returns so as not to cause a disruption to patron access. CPR is determining options for additional parking for Library patrons and staff.

Next Steps:

The Library is investigating the possibility of replacing the current exterior book drops with new models. If this is feasible, the Library hopes to repurpose and install one of the old units on a concrete pad (to be poured as part of the paver project) for use by patrons to donate materials to the Friends of the Library for their book sales.

Ms. Bertucci and Mr. Prialia will continue to have conversations with the City regarding this project. The goal of these conversations is to strategize ways to minimize the effect of this project on patrons and Library staff with regard to parking and materials return.

Recommendation:

No recommendation is made at this time.

MINUTES

PARK RIDGE PUBLIC LIBRARY

20 S. Prospect Avenue, Park Ridge, IL 60068

Budget and Finance Committee of the Whole Meeting of the Board of Trustees
held via videoconference – June 8, 2021 at 7:00 p.m.

President Rapisand explained that the Library Board was meeting via videoconference and stated that she authorized the Board to meet remotely as per Illinois Public Act 101-0640 which, among other matters, amends Section 7 of the Open Meetings Act to allow meetings of members of a public body subject to the Act to occur without a quorum being physically present at the meeting due to COVID-19.

President Rapisand announced that any public comments or requests to speak may be sent to adoubek@prpl.org or participants could raise their hand virtually.

ROLL CALL

Trustees Present:

(Via videoconference) Lauren Rapisand, President; Alexandrea Hanba; Josh Kiem; Michael Reardon; Joseph Steinfels; Deepika Thiagarajan

Absent: Karen Burkum, Vice-President; Stevan Dobrilovic, Treasurer; David Somheil, Secretary

Others Present: Joanna Bertucci, Library Director, Angela Berger, Interim Library Director; Alyson Doubek, Finance Manager

PUBLIC COMMENT

None

In the absence of Treasurer Dobrilovic, President Rapisand opened the Budget and Finance Committee meeting at 7:42 p.m.

Trustee Reardon made a

MOTION: to approve the minutes of May 11, 2021

Trustee Steinfels seconded the motion.

Roll Call Vote: Yes: Hanba, Kiem, Rapisand, Reardon, Steinfels, Thiagarajan

Motion passed.

CARRYOVER OF FY21 CAPITAL PROJECTS TO SY21

Ms. Doubek reviewed the memo that was included in the packet. Proposed project carryovers include two Operating Carry Forwards, one for the Door Lock project for \$20,000 and the second for Display Fixtures funded by the Per Capita Grant for \$25,000. Capital project Carry Forwards include four building improvement projects; Fire Suppression project \$275,000; Ice Melt System \$12,877; Phone system \$35,000 and Public Address system \$16,900. An additional carry forward is included to replace the back-up system \$18,100.

President Rapisand reiterated that in light of the discussion in the earlier Building and Grounds meeting this evening, she would like to see a prioritized list of all proposed projects, given the additional projects discussed. Trustee Reardon clarified that the amounts in Ms. Doubek's memo are proposed to simply transfer the amounts already budgeted to the new fiscal year due to delays in spending the funds. This results in FY21 amounts being expended for existing projects rather than funds newly budgeted for SY21.

Discussion ensued among the trustees as to what amounts should be carried forward to the new fiscal year. Trustee Kiem suggested moving all unspent FY21 Capital Budget amounts forward into SY21. Ms. Doubek advised that as of Period 13, that amount is approximately \$620,000. There was consensus among the committee to proceed with carrying forward this amount.

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PARK RIDGE PUBLIC LIBRARY
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Budget and Finance Committee of the Whole Meeting of the Board of Trustees
held via videoconference – June 8, 2021 at 7:00 p.m.

Trustee Hanba made the following

MOTIONS:

1. To approve FY21 to SY21 operating carry forward of \$20,000 Building Maintenance Funds for Door Lock Project.
2. Approve FY21 to SY21 operating carry forward of \$25,000 Supplies Furnishing Funds for Per Capita Display Fixtures.
3. Approve FY21 to SY21 capital carry forward of \$620,000 Building Improvement Funds for the remainder of the Fire Suppression Project, Ice Melt System, Telephone and PA system replacement.
4. Approve FY21 to SY 21 capital carry forward to server Back-Up System.

Motions seconded by Trustee Reardon.

Roll Call Vote: Yes: Hanba, Kiem, Rapisand, Reardon, Steinfels, Thiagarajan

Motions passed

President Rapisand adjourned the Committee of the Whole meeting at 7:59 p.m.



Memorandum

Memo Date: July 9, 2021
From: Joanna Bertucci
Meeting Type: Budget & Finance Committee of the Whole Meeting
Meeting Date: June 13, 2021
Action Requested: For review
Subject: FY22 Budget assumptions for city provided services

Background:

Due to the compressed budget planning cycle for FY22, the Board scheduled reviewed of FY22 budget assumptions for services provided to the Library by the City of Park Ridge for July 2021.

FY22 Budget Assumptions for City Provided Services

I have confirmed the following assumptions with city Manager, Joe Gilmore. These assumptions remain unchanged from SY21.

- Administers and pays employer contributions for IMRF and FICA taxes for each Library employee
- Administers and pays for Library insurance coverage for excess workers compensation, employee accident, public liability (all City board and commissions), and excess liability and property insurance for the Library building and City parking lot adjacent to the Library
- Provides general banking for co-mingled funds in operating account only; provides check printing services and financial accounting software
- Provides general human resources support including maintenance of official personnel records of Library employees
- Processes payroll of Library employees including software licensing fees for payroll software
- Administers employee benefits program including health, dental, vision, life insurance, 457 plans and employee assistant program
- Includes Library in City gas and electric utilities franchise agreements as well as any other benefits the City received to the extent permitted by such franchises and applicable law
- Waives costs for water and sewer services
- Administers and pays for garbage removal
- Maintains City Commons (grounds surrounding Library building) including but not limited to: the drainage system, landscaping, fence and planters
- Provides snow removal services in City parking lot adjacent to the Library and public sidewalks including Library staff parking area
- Provides maintenance, gas and insurance for the Library van (replacement would be purchased by Library)

Note: Changes in service may need to be addressed with a budget transfer/amendment by one or both of the organizations involved.

**MINUTES
PARK RIDGE PUBLIC LIBRARY**

20 S. Prospect Avenue, Park Ridge, IL 60068

Planning and Operations Committee of the Whole Meeting of the Board of Trustees
held via videoconference –June 8, 2021 at 7:00 p.m.

President Rapisand explained that the Library Board was meeting via videoconference and stated that she authorized the Board to meet remotely as per Illinois Public Act 101-0640 which, among other matters, amends Section 7 of the Open Meetings Act to allow meetings of members of a public body subject to the Act to occur without a quorum being physically present at the meeting due to COVID-19.

President Rapisand announced that any public comments or requests to speak may be sent to adoubek@prpl.org or participants could raise their hand virtually.

ROLL CALL

Trustees Present:	Lauren Rapisand, President; Alexandrea Hanba; Josh Kiem; Michael Reardon; Joseph Steinfels; Deepika Thiagarajan
(Via videoconference)	
Absent:	Karen Burkum, Vice-President; Stevan Dobrilovic, Treasurer; David Somheil, Secretary;
Others Present:	Joanna Bertucci, Library Director; Angela Berger, Interim Director; Alyson Doubek, Library Finance Manager

PUBLIC COMMENT

None

Committee Chair Steinfels opened the Planning and Operations Committee Meeting at 8:06 p.m.

Trustee Hanba made a

MOTION: to approve the minutes of May 11, 2021

President Rapisand seconded the motion.

Roll Call Vote: Yes: Hanba, Kiem, Rapisand, Reardon, Steinfels, Thiagarajan
Absent: Burkum, Dobrilovic, Steinfels

Motion passed.

REVIEW OF BOARD TASK CALENDAR

The committee reviewed the revised draft of the Board Task Calendar, updated for the new fiscal year (SY21). As a result of this being an 8-month stub year in transition to a calendar year fiscal year beginning on January 1, 2022, tasks related to the levy and budgeting are scheduled earlier than in previous years. Director Bertucci noted that although this year's calendar timelines are compressed, the FY22 calendar will have a more even distribution of tasks throughout the year.

Trustee Steinfels asked if the change in timing for Board tasks has implications for the timing of appointment of officers and committee chairs. Trustee Reardon replied that the two were never formally linked. President Rapisand added that the appointment of officers in July is an attainable goal, if the City moves quickly in the process of appointing or reappointing new trustees.

Director Bertucci reviewed the calendar on a month-by-month basis with the committee. Trustee Reardon suggested that the secretary review of closed minutes scheduled for July should be moved to a subsequent month to allow for the appointment of the Board secretary each year. Director Bertucci will move to August. Trustee Steinfels noted that the Board By-Laws specify that the Planning and Operations Committee will conduct an annual review of the long-range plan. President Rapisand clarified that the Strategic Plan is a multi-year plan that is reviewed periodically.

Trustee Kiem noted the need for a monthly review of the calendar. Trustee Reardon noted the need to have visibility to January to April 2022 and Trustee Steinfels agreed that having a calendar that covers the transition to

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the new fiscal year is important. The committee agreed to review the Board Calendar again at the July committee meetings.

OTHER BUSINESS

Trustee Kiem asked about review of the Board “Parking Lot” – the listing of projects and initiatives that are pending. Trustee Steinfels has the latest version of this list and will forward it to Director Bertucci for distribution to the Board. All trustees will then submit any comments or changes to Director Bertucci and a review of the revised list will be included on the July committee agenda. In all subsequent months, a standing agenda item on the committee agenda will be the review of both the calendar and the “Parking Lot”.

Committee Chair Steinfels closed the meeting at 8:27 p.m.

OTHER BUSINESS

President Rapisand noted that a Nominating Committee will be appointed at the June Board meeting in order to develop a slate of officers to be presented at the July Board meeting. Trustees that are interested in either serving on the Nominating committee or in being a Board officer should contact her with that request.

ADJOURNMENT

There being no objection noted, the meeting was adjourned at 8:33 p.m.



Memorandum

Memo Date: July 9, 2021
From: Joanna Bertucci
Meeting Type: Planning & Operations Committee of the Whole Meeting
Meeting Date: July 13, 2021
Action Requested: For information
Subject: Phase 5 – Illinois Restored

Background:

On Friday, May 14 the Library resumed normal operating hours, Monday – Thursday: 9 am – 9 pm, Friday: 9am – 6pm, Saturday: 9 am – 5 pm, and Sunday: 12 pm – 5 pm.

On Friday, June 11, Governor Pritzker announced that Illinois had met metrics to trigger the reopening of Illinois to align with Phase 5 of the state's COVID-19 response plan, Restore Illinois.

As spaces have become available due to the completion of interior construction work, the Management Team developed a phased approach for the restoration of Library services to its pre-pandemic model.

Phase-in service restoration timeline:

Week of June 14	- Return to full seating capacity in all areas of the Library - PCs available in Children's (4) and Teen Loft (3) - Reservations no longer required for Adult PCs (8). Resumption of computer guest pass sales. PC use increased 30% from May to June 2021. - 2 nd Floor Study rooms available
Week of June 21	- Volunteers return to the Library
Week of June 28	- Addition of gross motor toys available in Children's room (foam activity set, plastic stepping stones, hopscotch mat, playhouse)
Week of July 12	- Public meeting room space is reclaimed; majority of staff are relocated to original work areas.
Week of July 19	- The Studio (maker space) and Media Lab reopen for patrons who have been oriented to the space.
September 2021	- Resumption of meeting room requests for use from the Public

Pandemic response services still in place:

- Contact free pickup and curbside service will remain in place. Patron Services scheduled nearly 16,000 contact free pickup appointments in the previous fiscal year. The Patron Services team will evaluate this service during the month of July.
- Virtual programming will continue throughout the summer. Departments are working on programs for fall 2021. Programs will likely feature a blend of in-person, virtual, and hybrid.
- Fine motor toys (Legos, play food, etc.) are still unavailable due to COVID-19 concerns.



Park Ridge Public Library

BOARD OF TRUSTEES – ANNUAL TASK CALENDAR SY21

MAY 2021

- Approve resolution for non-resident library cards
- Approve CCS and OCLC annual fees

JUNE 2021

- ***Nominating committee appointed***
- Discuss capital projects carryforward from FY21
- Library Award selection
- Review Board calendar and initiatives

JULY 2021

- Receive annual report (IPLAR)
- Receive annual report (Marketing)
- Welcome new and reappointed trustees
- Election of officers
- New Trustee orientation
- Approve IT service contract extension (exp. 8/21)
- Presentation of Library Award
- Review budget assumptions for City-provided services

AUGUST 2021

- Board development
- Board committee chairs assigned
- Discuss capital needs assessment
- Discuss draft summary FY22 budget and goals
- Discuss 5-year levy and reserves strategy
- Approve SY21 salary plan
- Review COVID Sick Leave Policy (if needed)
- Secretary review of closed minutes

SEPTEMBER 2021

- Finalize draft 5-year levy forecast
- Review Policy & Procedure manual
- Review FY22 salary plan
- Review draft summary budget and goals
- Review Board calendar and initiatives
- Recognize outgoing trustees

OCTOBER 2021

- Approve FY22 Salary plan
- Approve FY22 Operating budget
- Evaluation of block model/fine free trial
- Approve levy resolution
- Approve audit report

NOVEMBER 2021

- Review per capita grant requirements, deadline TBD
- Submit following year calendar for Board information – FY22

DECEMBER 2021

- Approve per capita grant request
- City approves levy
- Discussion of Parkway Bank CD investment strategy
- Mid-year director performance feedback
- Board development

BOARD OF TRUSTEES – ANNUAL TASK CALENDAR FY22

JANUARY 2022

- Discuss IT service contract (exp. 8/22)

FEBRUARY 2022

MARCH 2022

- Annual Library Certification due to State Library

APRIL 2022

- Receive annual report (IPLAR)
- Statement of Economic Interest due to Cook County



Memorandum

Memo Date: July 9, 2021
From: Joanna Bertucci
Meeting Type: Planning & Operations Committee of the Whole Meeting
Meeting Date: July 13, 2021
Action Requested: For approval
Subject: Computer View, Inc. 1- year contract extension

Background:

In August 2019 the Library entered into an agreement with Computer View, Inc. (CVI) for comprehensive management of the Library's IT infrastructure. This agreement provides for in-house technical support, inventory support of all Library computer hardware, and local area network management. CVI is a known provider who has successfully met the needs of PRPL since 2015.

A two year agreement was signed in August 2019 for \$140,000 per year, with the contract expiration set on August 31, 2021. During the RFP process vendors were asked to provide a renewal option for a third year. The Library's current contract with CVI lists a year three renewal option at \$141,400 or a 1% increase. At the February 9, 2021 Planning and Operations Committee of the Whole Meeting, Interim Director Berger presented options for IT Managed Services. The Board agreed that given the transition in Library leadership in progress at the time that the best option would be to renew the existing contract with CVI.

Recommendation:

Due to the changes the Library has faced in the past 18-months and the timing of my hiring as Library Director, I respectfully recommend that the Board of Trustees approve the contract extension with CVI for a 1 year term commencing on September 1, 2021 and ending on August 31, 2022 in the amount of \$141,400 at the July 20th Regular Board meeting.

Proposed Motion:

Approve a contract extension with CVI for a 1 year term commencing on September 1, 2021 and ending on August 31, 2022 in the amount of \$141,400.

Comprehensive Plus LAN Management Agreement

This Agreement is entered into at Downers Grove, Illinois on June 24, 2021 between Computer View, Inc. (CVI), an Illinois corporation and Park Ridge Public Library (the "Customer") an Illinois public institution located at 20 South Prospect Avenue, Park Ridge, Illinois. This Agreement covers the twelve (12) month time period commencing September 1, 2021 and ending on August 31, 2022 (the "Agreement Term") and will remain in effect as outlined in Section 6.

1. Equipment Covered

All existing computer and networking equipment as described in Attachment A will be covered by this Agreement subject to any vendor and/or warranty limitations.

2. Service Provided

Attachment A defines the total inventory supported, the frequency and description of proactive system management activities to be performed by CVI, the service level agreement, the service charge summary and any equipment coverage exceptions.

Subject to all terms of this Agreement, CVI will provide to Customer the following services for the computer and networking equipment as described in Attachment A, including but not necessarily limited to:

- A. System management of the Customer's LAN environment consisting of the hardware, software and network resources listed in Appendix A.
- B. Consulting and system planning services
- C. Diagnosis and resolution of Local Area Network (LAN) or component issues
- D. Routine preventative maintenance of network equipment
- E. Telephone technical support
- F. End User application support

CVI will provide limited end-user application support when possible. CVI can only ensure successful operation in the networked environment, subject to vendor support or system compatibility, for any particular application.

- G. Repair equipment pickup and delivery
- H. An Hours Allowance for Move/Add/Change (MAC) Work Requests to be scheduled mutually between Customer and CVI

3. Optional Services

The following services are outside the scope of this Agreement but can be performed under this Agreement for an additional fee:

- A. Installation and configuration of major system or component upgrades
- B. Staff training of LAN administration, management or application software
- C. Software/Internet programming services
- D. Data recovery if backup system is not properly maintained by the Customer
- E. Equipment and/or service costs not covered by vendor/manufacturer warranty
- F. Technical support for issues created by the Customer or other third parties
- G. Integration and support of equipment not listed in Attachment A.

4. Customer and CVI Responsibilities

A. Access to Equipment and Facilities

Customer must provide CVI with access to the equipment covered under this Agreement which is convenient and timely for CVI, adequate working space and facilities within reasonable distance of the equipment, and access to and use of all information, internal resources and facilities determined necessary by CVI to service the network.

Any CVI software, equipment or consulting, programming, or management tools which may be furnished or utilized by CVI in the performance of these services shall remain the property of CVI and shall be immediately returned to CVI upon its request or upon termination of the Agreement.

B. Key Contact

Customer must appoint a key contact person with whom CVI technicians can communicate. The current key contact person is specified in Attachment A.

C. Routine Operating Procedures

Customer must follow routine operating procedures for the network, with regards to periodic backups, physical and access security, and periodic capacity monitoring.

D. Issue Resolution

Customer must follow CVI's problem reporting procedure as defined in the CVI Solutions Guide and may be required to conduct preliminary diagnostic procedures prior to a CVI technician being dispatched to the Customer's facility.

CVI will review, prioritize and perform preliminary diagnosis of problems within 1 hour of receipt in CVI's office. CVI will resolve problems per the specified Service Level in Attachment A, plus any additional time that may be required from third-party vendors, such as parts or software suppliers.

E. Onsite Visit

Once CVI determines that an onsite visit is required to resolve an issue, a technician will be dispatched within 4 hours for critical issues, after all necessary hardware, software and/or network components become available. Critical issues include operations failure of major network components such as a server, switch, router, circuit, or other critical components as specified in Attachment A.

F. Emergency Visit

An emergency visit is an on-site technician visit outside CVI's normal business hours of operation (9:00AM-5:00PM Monday-Friday, except CVI holidays). If initiated by CVI to meet the Service Level Agreement (SLA) specified in Attachment A, there is no additional charge to the Customer. If requested by Customer when it is not required by the SLA, CVI's then current Emergency Visit rates, as documented in Attachment A, will apply.

G. Software Costs and Licensing

CVI will license all necessary remote management software on behalf of Customer, and such fees will be integrated into the fees charged by CVI. In the event of early contract termination, Customer will separately pay for all such fees paid by CVI on Customer's behalf. CVI will track Customer's remote management software.

Customer is responsible for all other software license and license upgrade fees. Customer is also responsible for ensuring that all software, including future version upgrades, has been properly licensed and registered in the Customer's name. Customer is responsible for all software tracking.

H. Network Software

CVI provides support only for the current and immediately preceding versions of network software, and only to the extent such software is supported by the manufacturer. CVI is not liable for the performance and non-performance of software products or the manufacturer's technical support services.

I. Hardware Costs

Customer is responsible for all hardware costs including all equipment, cables, connectors, accessories and interfaces.

J. Indemnity

The Customer agrees to indemnify and hold CVI harmless against all claims, demands, damages, costs, expenses, attorney fees, actions and causes of action except those caused by the willful, wanton or negligent acts or omissions of CVI. CVI agrees to indemnify and hold the Customer its Board member and employees harmless against all claims, demands, costs, attorney fees, actions and causes of action related to the performance of the work under the Contract by the CVI to the full extent as allowed by the laws of the State of Illinois and not beyond any extent which would render these provisions void or unenforceable except those caused by willful, wanton or negligent acts or omissions of the Customer.

K. Independent Contractor Relationship

It is understood, acknowledged and agreed by the Parties that the relationship of CVI to the Customer arising out of this Contract shall be that of an independent CVI. Neither CVI nor any person engaging in any work or services related to the Agreement at the request or with the actual or implied consent of CVI may represent himself to others as an employee of the Customer. Should any person indicate to CVI or any employee or agent of CVI, by written or oral communication, course of dealing, or otherwise, that such person believes CVI to be employee or agent of the Customer, CVI shall use its best efforts to correct such belief. In ordering or accepting delivery of or paying for any goods or services for the location, CVI shall do so in CVI's own business name and not in the name of the Customer.

L. Insurance

CVI shall provide insurance as follows:

- a. Qualifications of Insurance Companies: An insurer's policy with a policy holders rating of A or better and a financial rating of Class V or higher in Bests' Key Rating Guide (current edition) are acceptable.

- b. Certificates of Insurance

(1) CVI shall file with Customer a Certificate of Insurance, showing complete coverage of all insurance required by this section, signed by the insurance company's authorized agent with an endorsement if required by CVI's policy.

(2) Customer, its Board members, officers, agents, employees and volunteers shall be included as an additional insured for Commercial/Comprehensive General Liability, Umbrella or certificates.

(3) Each policy, binder or certificate shall contain a provision that the policy will not be canceled, changed, or altered until at least thirty (30) calendar days prior written notice has been given to the named insured and Customer.

b. Required Minimum Insurance Coverages.

(1) Comprehensive Automobile Liability:

(a) \$500,000 Bodily Injury Per Person.

(b) \$1,000,000 Bodily Injury Per Occurrence.

(c) \$500,000 Property Damage Per Occurrence.

(d) \$1,000,000 Combined Single Limit Coverage for bodily injury and property damage per occurrence in the same aggregate limit will be accepted in lieu of the separate limits specified above.

(e) Include coverage (shall be in comprehensive form)

(i) Owned vehicles.

(ii) Non-owned vehicle.

(iii) Hired vehicles.

(iv) Property damage - write on occurrence basis.

(2) Workmen's Compensation: Statutory Limits.

(a) Employer's Liability: \$500,000 Bodily Injury Per Person.

(b) CVI may use a Self-Insured Plan for Workmen's Compensation Insurance if the plan is approved by the State of Illinois. For approval, the CVI shall obtain a Certificate from the Illinois Industrial Commission, Office of Self Insurance Administration, Springfield Office.

(3) Commercial/Comprehensive General Liability (occurrence form).

Include coverage for premises and operations, broad form property damage, products completed operations, independent contractor's personal injury liability, and contractual obligations. Coverage shall not be excluded because of the CVI's negligence.

- (a) \$1,000,000 Bodily Injury Per Person.
- (b) \$1,000,000 Bodily Injury Aggregate Limit.
- (c) \$500,000 Property Damage Per Occurrence.
- (d) \$1,000,000 Property Damage Aggregate Limit.
- (e) \$1,000,000 Combined Single Limit Coverage for bodily injury and property damage per occurrence and in the same aggregate limit will be accepted in lieu of the separate limits specified above.

(4) Umbrella or Excess of Loss Coverage. An Umbrella or Excess Liability policy of not less than \$1,000,000 for any one occurrence and subject to the same aggregate over the Comprehensive Automobile Liability and Commercial/Comprehensive General Liability coverages is acceptable.

5. Service Fees

The contract fee will be as specified in Attachment A. Contract fees will be billed quarterly in advance. A summary of activities performed and issues resolved under this Agreement will be reviewed with Customer on a quarterly basis. As required by Illinois law, CVI shall pay the prevailing wage rates to subcontractors completing applicable work in Cook County as established by the Illinois Department of Labor for each craft or type of worker needed to execute the contract in accordance with 820 ILCS 130/0.01 et seq.

6. Term, Termination and Renewal

A. Term

This Agreement covers the time period as specified in Attachment A.

B. Termination

Except for non-payment of an invoice within 60 days of issue from Computer View, any party to this Agreement shall not be deemed in default, breach or in non-compliance with any term or provision of this Agreement and no action shall be taken regarding any default, breach or non-compliance unless all of the following have occurred:

- (a) Non breaching party shall send breaching party a written notice describing in reasonable detail any default, breach or non-compliance; when the act or omission occurred; what provision or term of said Agreement is involved; and the remedy or outcome expected by the non-breaching party.
- (b) Said notice must be sent regular and certified mail, return receipt requested, addressee only with postage prepaid to the breaching party at the address set forth herein;
- (c) Thirty (30) days must elapse from the time said notice is received by breaching party;
- (d) Breaching party has not cured said default, breach or non-compliance within said thirty (30) days.

Upon termination of this Agreement by either party, each party shall promptly return to the other all data, materials and properties of the other held by it.

C. Duration and Renewal

CVI shall provide customer at least 60 days prior to the end of the original term and all renewal time periods specified in Attachment A, a list of all CVI service rates in effect for the next renewal term of 12 months. Customer may terminate this Agreement by sending CVI written notice of its intent to terminate this Agreement within 45 days after receiving the list of all CVI rates in effect for the next renewal term of 12 months, which date of termination shall be the expiration date in Attachment A as amended. Customer is liable for all fees and expenses incurred until the date of termination. All fees and expenses are due and payable at the date of termination.

Unless terminated as provided above, CVI will continue Service for the duration of this Agreement and after the expiration date of this Agreement. Use of the Service after a prepaid term, or after this Agreement has expired will constitute acceptance and renewal of this Agreement for a new twelve (12) month Agreement Term with the service rates in effect at the time of renewal.

Notwithstanding any other language in this Agreement, at any time, the Customer may terminate this Agreement for convenience without cause with 90 days' notice and CVI shall receive payment for all work completed but shall not be entitled to lost profit or overhead.

7. Non-Solicitation

Customer and CVI agree that during the term of this Agreement and for a period of twelve (12) months thereafter, neither party will hire, employ or contract with an employee of the other. In the event of a breach of the provisions of this Section 7, the breaching party agrees to pay to the non-breaching party upon demand liquidated damages in the amount of Twenty Thousand dollars (\$20,000.00) per person.

8. Customer Location

CVI is not responsible to the Customer for the cost or expense of Customer's or third-party administrative, technical, emergency and support personnel at the Customer's location necessary for activities relating to the Service.

9. Warranties

CVI warrants that, in performing the Service:

- i. The Services will not be in violation of any applicable law, rule or regulation, and CVI will have obtained all permits to comply with such laws and regulations;
- ii. The Services will not violate or in any way infringe upon the rights of third parties, including property, contractual, employment, trade secrets, proprietary information and non-disclosure rights, or any trademark, copyright or patent rights;
- iii. The Services will be performed in accordance with generally acceptable standards in the industry and as described in this Agreement.

In the event of a breach of this warranty, or otherwise, CVI's liability (whether founded in contract, tort, or otherwise) shall be limited to re-performing services hereunder as required or, at Customer's option, to an adjustment of fees to be no more than the reasonable value of the Services actually provided hereunder. CVI and the Customer shall determine mutually the reasonable value of such services.

THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

10. Limitation of Liability

Neither party shall be liable to the other for any loss, damage, liability, claim or expense arising out of or in relation to this Agreement, other than for fees due under Section 5 and 17 and for indemnification under Section 4, however caused, whether ground in contract, tort, strict liability or otherwise. The rights and duties contained in Section 4 shall survive termination of this Agreement.

11. No Assignment

Neither the Customer nor CVI shall sell, transfer or assign this Agreement without the prior written consent of the other party. Any act in derogation of the foregoing shall be null and void, and each party will remain obligated under this Agreement.

12. Severability

Each section, part, term, and provision of this Agreement shall be considered severable. If, for any reason, any section, part, term or provision is herein determined to be invalid and contrary to, or in conflict with, any existing or future law or regulation of a court or agency having valid jurisdiction, such determination shall not impair the operation or affect the remaining portions, sections, parts, terms, or provisions of this Agreement, and the latter will continue to be given full force and effect and bind the parties hereto. The invalid section, part, term or provision shall be deemed not to be part of this Agreement.

13. Descriptive Headings

Descriptive headings contained in this Agreement are inserted only as a matter of convenience and in no way define, limit or extend the scope or intent of this Agreement or any provision hereof.

14. Construction of Agreement

CVI and Customer agree and acknowledge that all provisions of this Agreement have been negotiated by both CVI and Customer at arms length and that neither CVI nor Customer shall be deemed the drafter of this Agreement. This Agreement shall not be construed against either party by reason of the authorship of any provision in this Agreement.

15. Corporate Parties

CVI and Customer warrant and represent to each other that (a) CVI and Customer are Illinois domestic corporations or organizations in good standing in the State of Illinois, not dissolved and duly qualified to do business in the State of Illinois at the time of entering this Agreement and will remain so until at least after the Agreement Term and the Park Ridge Public Library is an Illinois public library pursuant to the Illinois Local Library Act, 75 ILCS 5/1-0.1 *et seq.*; (b) CVI and Customer are duly authorized to execute and deliver this Agreement, perform the covenants on its part contained in this Agreement, consummate the transactions contemplated by this Agreement and execute, deliver and perform all documents and instruments to be executed and delivered pursuant to this Agreement; (c) neither CVI nor Customer are subject to any restriction,

agreement, law, judgment or decree which would prohibit or be violated by the execution, delivery and performance of this Agreement.

16. Entire Agreement

This Agreement and the documents referred to herein shall be the entire, full and complete Agreement between the parties concerning the subject matter hereof, and shall supersede all prior agreements. No representations, warranties, inducements, promises, or agreements, oral or otherwise, exist which are not embodied herein. No amendments, changes or variances from this Agreement shall be binding on either party unless the same is in writing and executed by the parties hereto.

Both parties acknowledge that they have read and understand this Agreement and agree to be bound by its items.

17. Jurisdiction

This Agreement shall be governed by, construed and enforced pursuant to the laws of the State of Illinois without regard to the conflicts of law provisions of the State of Illinois. The venue for all litigation pertaining to this Agreement shall be Cook County, Illinois. The prevailing party in any litigation shall be entitled to reimbursement for attorney's fees, costs and other expenses pertaining to said litigation and said attorney's fees, costs, and other expenses shall become a part of any judgment, verdict or decree.

18. Notices

All notices and other communications provided for by this Agreement shall be made in writing and shall be served on the party by (1) personal delivery, or (2) by mailing to the addresses listed herein by certified mail, return receipt requested, or (3) commercial delivery, e.g. Federal Express. The notice shall be deemed to be received if delivered on the date of its actual receipt by the party to whom it is directed, and, if commercial delivery, on the date of its delivery. Notices shall be sent to:

Seller: Computer View, Inc.
2777 Finley Road, Suite 13
Downers Grove, IL 60515

Customer: Park Ridge Public Library
Attn: Library Director
20 South Prospect Avenue
Park Ridge, IL 60068

19. Binding Effect

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their legal representatives, conservators, guardians, heirs, administrators, executors, successors and assigns.

20. Executed Copies Deemed Originals

All executed copies of this instrument shall be deemed to be the original even though physically produced by the use of automatic, printing or copy machines.

Any signed document including the Agreement may be transmitted by facsimile machine (fax) and shall be considered an original document and an original signature for all purposes. At the request of any party, any document which has been faxed shall be re-signed by the original party in an original form. Neither party shall raise the use of a fax as a defense to this Agreement.

21. Waiver of Breach

The waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either party.

22. Further Actions

Each party agrees to perform any further acts and to execute and deliver any documents which may be reasonably necessary to carry out the provisions of this Agreement.

23. Force Majeure

Neither party shall be responsible to the other for damages or delays caused by force majeure, acts of God nor other events beyond the control of the other party and which could not have been reasonably foreseen or prevented. Such acts shall include but are not limited to unusual weather, floods, epidemics, war, riots, strikes, lockouts or other industrial disturbances, protest demonstrations and the inability, with reasonable diligence, to supply personnel, equipment or material. Notice may be given via email or telephone, rather than the requirements of Section 18.

24. Payment

Payment shall be made in accordance with the Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.*

25. Confidentiality

Customer and CVI agree to hold this Agreement and any services performed pursuant to this Agreement and all information and communications pertaining to this Agreement in strict confidence and shall not disclose or provide to any person or entity any such information, communications or Agreement, except as required by law or as stated below. CVI shall initiate and maintain during the existence of this Agreement internal procedures which shall require all employees of CVI to maintain the confidentiality which CVI is required to maintain as described in the Section.

Disclosure of said information, communications or Agreement in violation of this Agreement is a material breach of this Agreement and shall require the breaching party to pay the nonbreaching party all damages proximately caused by said violation. The portion of this Agreement pertaining to disclosure of information, communications and this Agreement shall expire two (2) years after the termination or cancellation of this Agreement. Upon the expiration of said two year period or at any earlier time CVI shall provide to customer a written certificate stating that all information, communications and documents required to be held in strict confidence under this Agreement have been destroyed.

Customer and CVI shall not be responsible or liable under this Agreement for disclosure of said information, communications or this Agreement if the information, communications and this Agreement:

- a. Are required to be disclosed by any law or in response to any subpoena, court order, summons, judicial or governmental requirement or other legal process, provided that the party making the disclosure gives the other party adequate written notice of potential disclosure.
- b. Become generally available to the public other than by disclosure of the Customer or CVI.
- c. Was or become available to the Customer or CVI on a non-confidential basis prior to disclosure by a party.

In Witness Whereof, the parties have entered into this Agreement as of the date set forth below:

Authorized Customer Representative/Title

Customer Signature

Date

Customer Purchase Order Number

Authorized CVI Representative

CVI Representative Signature Date

ATTACHMENT A

To Comprehensive Plus LAN Management Agreement

<u>Customer</u>	Park Ridge Public Library
<u>Agreement Term</u>	September 1, 2021 – August 31, 2022 (12 months)
<u>Customer Contact Person</u>	Joanna Bertucci
<u>Contact Phone</u>	847-825-3123
<u>Contact E-mail</u>	jbertucci@parkridgelibrary.org

<u>Inventory Supported</u>	<u>8</u> Servers <u>122</u> Desktop Computers <u>17</u> Notebook Computers (including 1 MAC) <u>18</u> Network Printers <u>1</u> Scanner/FAX Device (TBS) <u>1</u> Firewall <u>1</u> Wireless Network (25 access points) <u>1</u> Security System (1 server & 26 cameras)
TOTAL	169 Devices

System Management Activities to be performed for Supported Inventory

Annually	Technology planning consultation
Quarterly	Resolved issue report and trend analysis O/S, firmware and driver updates
Monthly	Review system error logs Validate system backups Review system capacity
Weekly	5 full-day onsite technician visits Evening & weekend onsite coverage by Technical Assistants
As Required	Diagnostics and problem resolution Telephone technical support Repair equipment pickup and delivery Move/add/change requests – up to Hours Allowance

Hours Allowance for Move/Add/Change Work Requests	40 hours per year
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Service Level Agreement for Supported Inventory

Review, Prioritize and Perform Initial Diagnostic	1 hour
Issue Response – Major Severity (Failure of major LAN network component severely impacting Customer's business operations)	4 hours
Issue Response – Medium Severity (Failure of important LAN network component; Customer's business operations continue in a degraded state)	1 business day

Issue Response – Minor Severity (Failure of non-critical LAN network component; Minor impact on Customer's business operations)	2 business days
Move/Add/Change Work Requests	Scheduled for mutual convenience during CVI's normal business hours of operation (9AM-5:00PM Monday-Friday excluding CVI holidays)

Service Charge Summary

Comprehensive Remote Management of Installed Inventory	\$141,400 per 12 month term, with \$35,350 billed quarterly in advance
Hourly Rate – After Hours Allowance Exceeded for Move/Add/Change Service Requests	\$153 per hour
Emergency Visit Weekdays After Hours and/or Weekends CVI Holidays	\$306 per hour (double time) – 3 hours minimum \$459 per hour (triple time) – 3 hours minimum

Coverage Exclusions

Move/Add/Change Requests	Exceeding Hours Allowance specified above
Training	Applications or operations training for Customer's staff
Programming	Software or website programming and/or modifications
Data recovery	If backup system not properly maintained by Customer
Equipment / service costs	If equipment is outside manufacturer warranty
Emergency visit	For Move/Add/Change Request, or per Customer request for Issue Resolution at a higher severity level than specified by CVI
Equipment integration/support	Equipment not explicitly listed under Supported Inventory