

NORTHBROOK PUBLIC LIBRARY BOARD MEETING

August 15, 2024 | 7:00 p.m.
Northbrook Public Library | Civic Room

<https://youtube.com/live/lt3V87OrpV0?feature=share>

Regular Monthly Meeting Agenda

- 1 Call Regular Meeting to Order – Ms. Stacy Oliver
- 2 Board of Trustees Roll Call – Ms. Jennifer McGee
- 3 Consent Agenda – Ms. Stacy Oliver
 - 3.1 Approval of the Agenda
 - 3.2 Approve Regular Session Minutes – July 18, 2024
 - 3.3 Approve Cash Balances & Income Statement July 2024
 - 3.4 Approve Bills and Charges from July 2024 in the amount of \$897,886.96
 - 3.5 File detailed statement of all receipts and expenditures for previous 6 months
 - 3.6 Approve Executive Director Succession Plan
- 4 Presentation of United Against Hate Resolution with Cook County Commissioner
- 5 Public Comments

Community members wishing to respectfully share thoughts about any matter concerning the Northbrook Public Library may do so during Public Comments as outlined in the [Public Comment Policy](#). The Board will not immediately respond to public comments or engage in open dialogue due to time constraints, but are actively listening to your thoughts, comments, and suggestions. If follow-up communication is necessary, a staff member will contact you following the meeting. Thank you for your understanding of these guidelines.
- 6 Staff Reports – Ms. Kate Hall
- 7 Board Member Reports
- 8 Unfinished Business
- 9 New Business
 - 9.1 Executive Director Goal Check In
 - 9.2 Civic Room Audio Visual Upgrades Bid Proposal
 - 9.3 Civic Foundation Room Rental Memorandum of Understanding
 - 9.4 5th Star Collective Monthly Statistics Project Proposal
 - 9.5 Village of Northbrook Payroll Change
- 10 Closed Session
- 11 Agenda Building
- 12 Adjourn

FINAL VOTE OR ACTION MAY BE TAKEN AT THE MEETING ON ANY AGENDA ITEM SUBJECT MATTER LISTED ABOVE, UNLESS THE AGENDA LINE ITEM SPECIFICALLY STATES OTHERWISE.

The Northbrook Public Library is subject to the Requirements of the Americans with Disabilities Act of 1990. Individuals with disabilities who plan to attend any meetings of the Board and who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of these meetings or the facilities are requested contact 847-272-7074 promptly to allow the Northbrook Public Library to make reasonable accommodations for those persons. Hearing impaired individuals may establish TDD contact by calling 847-272-7074.

**NORTHBROOK PUBLIC LIBRARY
CASH BALANCES
7/31/2024**

	Beginning Balance	Cash Receipts	Expenditures	Ending Balance
Operating				
General	7,840,678.10	2,058,841.77	724,685.81	9,174,834.06
Restricted	200,747.88	54,221.01	12,275.26	242,693.63
IMRF	909,296.41	111,365.16	29,869.74	990,791.83
Fica	123,292.11	73,553.32	28,678.15	168,167.28
Total Operating	<u>\$ 9,074,014.89</u>	<u>\$2,297,981.26</u>	<u>\$ 795,508.96</u>	<u>\$10,576,486.80</u>
Capital Improvement	\$ 6,861,307.29	\$ 104,585.02	\$ 102,378.00	\$ 6,863,514.31
Debt Service	\$ 2,813.40			\$ 2,813.40

Cash Detail	Operating	Capital Improvement	Debt Service
NB&T - Checking	104,933.85	92,066.98	2,813.40
PayPal	1,931.10	-	-
FBofHP	243,471.73	-	-
Fifth Third - Checking/Money Market	10,220,423.28	6,770,883.22	-
US Bancorp	5,135.26	564.11	-
INB	116.58		
Petty Cash	475.00	-	-
Total	<u>\$ 10,576,486.80</u>	<u>\$6,863,514.31</u>	<u>\$ 2,813.40</u>

NB&T = Northbrook Bank & Trust
 FBofHP - First Bank of Highland Park
 USB = US Bancorp

Northbrook Public Library
Income Statement
July 2024

	PY Month	CY Month	PY YTD	CY YTD	CY Budget	25%
01 - General Operating Fund						
Revenues						
Undesignated Revenue						
Property Tax Levy	\$0.00	\$1,942,847.87	\$4,010,888.40	\$6,319,805.04	\$8,446,880.00	74.82%
Replacement Tax	\$0.00	\$0.00	\$0.00	\$0.00	\$150,000.00	0.00%
Impact Fees	\$0.00	\$0.00	\$1,356.00	\$0.00	\$0.00	0.00%
Fines, Fees & Rentals	\$4,656.65	\$5,535.36	\$17,213.88	\$18,533.31	\$35,000.00	52.95%
Interest Income	\$5,178.71	\$9,905.90	\$16,209.24	\$19,729.37	\$20,000.00	98.65%
Other Income	\$1,900.39	\$284.20	\$4,326.56	\$2,410.46	\$100,000.00	2.41%
Total Undesignated Revenue	\$11,735.75	\$1,958,573.33	\$4,049,994.08	\$6,360,478.18	\$8,751,880.00	72.68%
Designated Revenue						
Gifts & Other Designated Incon	\$4,920.02	\$53,181.05	\$353,700.28	\$534,694.32	\$600,000.00	89.12%
Designated Interest Income	\$746.94	\$1,039.66	\$1,813.11	\$2,521.54	\$0.00	0.00%
Total Designated Revenue	\$5,666.96	\$54,220.71	\$355,513.39	\$537,215.86	\$600,000.00	89.54%
Total Revenues	\$17,402.71	\$2,012,794.04	\$4,405,507.47	\$6,897,694.04	\$9,351,880.00	73.76%
Expenses						
Undesignated Expenses						
Materials & Services						
Books	\$56,824.82	\$62,564.62	\$270,099.08	\$284,982.61	\$1,001,500.00	28.46%
Audio Visual	\$51,133.86	\$52,445.90	\$248,996.30	\$262,812.39		
Videos/DVDs	\$2,918.22	\$4,935.95	\$11,965.89	\$9,012.32		
Programs	\$2,772.74	\$5,182.77	\$9,136.89	\$13,157.90		
OCLC	\$1,550.19	\$5,597.11	\$27,858.06	\$24,296.42	\$112,000.00	21.69%
CCS Shared Costs	\$35.52	\$5,662.11	\$3,398.70	\$9,373.85	\$29,000.00	32.32%
Total Materials & Services	\$0.00	\$17,512.78	\$13,017.15	\$29,963.52	\$76,000.00	39.43%
Human Resources						
General Salaries and Wages	\$58,410.53	\$91,336.62	\$314,372.99	\$348,616.40	\$1,218,500.00	28.61%
Maintenance Salaries & Wag	\$310,000.19	\$369,179.54	\$951,666.89	\$1,110,840.65	\$4,597,000.00	24.16%
Group Insurance	\$14,410.60	\$17,622.81	\$43,893.75	\$51,467.91	\$203,000.00	25.35%
Unemployment/Worker's Co	\$53,874.86	\$63,764.92	\$164,894.73	\$190,091.53	\$790,000.00	24.06%
Staff Development	\$0.00	\$0.00	\$18,471.57	\$20,672.60	\$24,000.00	86.14%
Total Human Resources	\$983.58	\$16,698.63	\$10,329.57	\$45,606.12	\$63,000.00	72.39%
Total Undesignated Expenses	\$379,269.23	\$467,265.90	\$1,189,256.51	\$1,418,678.81	\$5,677,000.00	24.99%

Northbrook Public Library
Income Statement
July 2024

	PY Month	CY Month	PY YTD	CY YTD	CY Budget	25%
Operating Costs						
Photocopy	\$765.00	\$4,783.00	\$8,588.99	\$9,955.82	\$19,000.00	52.40%
Office & Library Supplies	\$2,495.19	\$4,222.52	\$9,341.40	\$18,940.64	\$70,000.00	27.06%
Software	\$1,227.20	\$2,763.87	\$50,933.06	\$48,673.75	\$106,000.00	45.92%
Postage	\$59.43	\$39.51	\$15,120.35	\$15,447.77	\$20,000.00	77.24%
General Insurance	\$0.00	\$0.00	\$60,787.62	\$67,524.20	\$84,000.00	80.39%
Telephone/Internet	\$371.45	\$13.70	\$17,900.04	\$18,339.82	\$39,000.00	47.03%
Professional Services	\$40,000.02	\$25,400.02	\$109,925.66	\$100,423.69	\$434,000.00	23.14%
Furniture, Equipment	\$5,436.29	\$0.00	\$52,696.83	\$3,489.60	\$70,000.00	4.99%
Equipment Rental & Maintner	\$1,231.63	\$0.00	\$28,220.42	\$29,748.68	\$46,000.00	64.67%
Community Relations	\$9,895.28	\$743.20	\$10,365.05	\$10,640.24	\$55,000.00	19.35%
Total Operating Costs	\$61,481.49	\$37,965.82	\$363,879.42	\$323,184.21	\$943,000.00	34.27%
Maintenance						
Vehicle Expense	\$98.48	\$505.81	\$98.48	\$505.81	\$3,000.00	16.86%
Janitorial Supplies	\$2,710.40	\$3,040.96	\$13,291.36	\$9,043.14	\$45,000.00	20.10%
Utilities	\$2,962.11	\$631.45	\$6,629.27	\$3,880.06	\$54,000.00	7.19%
Building Repairs	\$0.00	\$0.00	\$1,050.00	\$2,810.00	\$35,000.00	8.03%
Contracted Services	\$6,677.09	\$13,528.00	\$35,009.31	\$56,836.72	\$223,000.00	25.49%
Total Maintenance	\$12,448.08	\$17,706.22	\$56,078.42	\$73,075.73	\$360,000.00	53.34%
Other Expenses						
Recruiting	(\$200.00)	\$0.00	(\$200.00)	\$100.00	\$1,000.00	10.00%
Contingency & Misc Exp	\$713.78	\$775.77	\$2,142.56	\$2,815.23	\$100,000.00	2.82%
Board Development	\$0.00	\$0.00	\$0.00	\$336.57	\$1,000.00	33.66%
Total Other Expenses	\$513.78	\$775.77	\$1,942.56	\$3,251.80	\$102,000.00	3.19%
Total Undesignated Expenses	\$512,123.11	\$615,050.33	\$1,925,529.90	\$2,166,806.95	\$8,300,500.00	26.83%
Designated Expenses						
Miscellaneous Designated Expe	\$2,650.72	\$10,400.15	\$316,100.50	\$526,394.81	\$600,000.00	87.73%
Designated Materials Expense	\$40.93	\$18.35	\$255.63	\$18.35	\$0.00	0.00%
Designated Capital Expense	\$0.00	\$0.00	\$1,129.96	\$0.00	\$0.00	0.00%
Designated Program Expense	\$892.00	\$1,856.76	\$30,298.60	\$39,877.99	\$0.00	0.00%
Total Designated Expenses	\$3,583.65	\$12,275.26	\$347,784.69	\$566,291.15	\$600,000.00	94.38%
Transfers & Other Financing Use						
Transfer to Cif	\$0.00	\$0.00	\$0.00	\$0.00	\$425,000.00	0.00%
Transfer to Debt Service	\$0.00	\$0.00	\$0.00	\$0.00	\$25,000.00	0.00%
Total Transfers & Other Financing	\$0.00	\$0.00	\$0.00	\$0.00	\$450,000.00	0.00%
Total Expenses	\$515,706.76	\$627,325.59	\$2,273,314.59	\$2,733,098.10	\$9,350,500.00	29.94%
NET SURPLUS/(DEFICIT)	(\$498,304.05)	\$1,385,468.45	\$2,132,192.88	\$4,164,595.94	\$1,380.00	

Northbrook Public Library
Income Statement
July 2024

	PY Month	CY Month	PY YTD	CY YTD	CY Budget	25%
02 - IMRF/FICA Fund						
Revenues						
Undesignated Revenue						
Property Tax Levy-IMRF	\$0.00	\$111,110.00	\$209,877.81	\$299,272.87	\$400,000.00	74.82%
Property Tax Levy FICA	\$0.00	\$73,376.71	\$142,716.91	\$209,491.02	\$280,000.00	74.82%
Interest Income IMRF	\$0.00	\$255.16	\$0.00	\$255.16	\$2,000.00	12.76%
Interest Income FICA	\$0.00	\$178.61	\$0.00	\$178.61	\$500.00	35.72%
Total Undesignated Revenue	\$0.00	\$184,920.48	\$352,594.72	\$509,197.66	\$682,500.00	74.61%
Total Revenues	\$0.00	\$184,920.48	\$352,594.72	\$509,197.66	\$682,500.00	74.61%
Expenses						
Undesignated Expenses						
Human Resources						
Employer IMRF	\$24,125.30	\$29,869.74	\$74,773.82	\$90,569.94	\$380,000.00	23.83%
Employer FICA	\$23,875.83	\$28,678.15	\$73,334.94	\$86,221.35	\$325,000.00	26.53%
Total Human Resources	\$48,001.13	\$58,547.89	\$148,108.76	\$176,791.29	\$705,000.00	25.08%
Total Undesignated Expenses	\$48,001.13	\$58,547.89	\$148,108.76	\$176,791.29	\$705,000.00	25.08%
Total Expenses	\$48,001.13	\$58,547.89	\$148,108.76	\$176,791.29	\$705,000.00	25.08%
NET SURPLUS/(DEFICIT)	(\$48,001.13)	\$126,372.59	\$204,485.96	\$332,406.37	(\$22,500.00)	

Northbrook Public Library
Income Statement
July 2024

	PY Month	CY Month	PY YTD	CY YTD	CY Budget	25%
03 - Capital Improvements Fund						
Revenues						
Undesignated Revenue						
Interest Income	\$2,621.59	\$3,767.02	\$7,775.72	\$11,219.33	\$20,000.00	56.10%
Total Undesignated Revenue	\$2,621.59	\$3,767.02	\$7,775.72	\$11,219.33	\$20,000.00	56.10%
Transfers & Other Financing Sou						
Transfer from General fund	\$0.00	\$0.00	\$0.00	\$0.00	\$425,000.00	0.00%
Total Transfers & Other Financing	\$0.00	\$0.00	\$0.00	\$0.00	\$425,000.00	0.00%
Total Revenues	\$2,621.59	\$3,767.02	\$7,775.72	\$11,219.33	\$445,000.00	2.52%
Expenses						
Undesignated Expenses						
Capital Projects & Bond Expe						
Renovation/Repair	\$11,420.03	\$105,862.75	\$9,440.03	\$263,990.11	\$885,000.00	29.83%
Professional Fees	\$0.00	\$1,560.00	\$0.00	\$1,560.00	\$100,000.00	1.56%
Furniture & Equipment	\$0.00	\$0.00	\$0.00	\$1,230.96	\$0.00	0.00%
Total Capital & Bond Expenses	\$11,420.03	\$107,422.75	\$9,440.03	\$266,781.07	\$985,000.00	27.08%
Total Undesignated Expenses	\$11,420.03	\$107,422.75	\$9,440.03	\$266,781.07	\$985,000.00	27.08%
Total Expenses	\$11,420.03	\$107,422.75	\$9,440.03	\$266,781.07	\$985,000.00	27.08%
NET SURPLUS/(DEFICIT)	(\$8,798.44)	(\$103,655.73)	(\$1,664.31)	(\$255,561.74)	(\$540,000.00)	

Northbrook Public Library
Income Statement
July 2024

	PY Month	CY Month	PY YTD	CY YTD	CY Budget	25%
05 - Debt Service Fund						
Revenues						
Undesignated Revenue						
Property Tax Levy	\$0.00	\$187,434.26	\$375,755.35	\$567,383.95	\$758,350.00	74.82%
Interest Income	\$0.00	\$483.74	\$0.00	\$483.74	\$0.00	0.00%
Total Undesignated Revenue	\$0.00	\$187,918.00	\$375,755.35	\$567,867.69	\$758,350.00	74.88%
Total Revenues	\$0.00	\$187,918.00	\$375,755.35	\$567,867.69	\$758,350.00	74.88%
Expenses						
Undesignated Expenses						
Capital Projects & Bond Expe						
Interest Payments	\$0.00	\$0.00	\$175,450.00	\$166,675.00	\$333,350.00	50.00%
Principal Payments	\$0.00	\$0.00	\$0.00	\$0.00	\$425,000.00	0.00%
Total Capital & Bond Expenses	\$0.00	\$0.00	\$175,450.00	\$166,675.00	\$758,350.00	21.98%
Total Undesignated Expenses	\$0.00	\$0.00	\$175,450.00	\$166,675.00	\$758,350.00	21.98%
Total Expenses	\$0.00	\$0.00	\$175,450.00	\$166,675.00	\$758,350.00	21.98%
NET SURPLUS/(DEFICIT)	\$0.00	\$187,918.00	\$200,305.35	\$401,192.69	\$0.00	

JULY 2024 FINANCIAL SUMMARY

I want to highlight that the budget is allocated evenly throughout the year while actual expenditures are recorded on a cash basis as paid.

Total General Fund revenues collected to date is \$6,897,694

- Property Taxes – 74.82% of property taxes have been collected
- Fines, Fees & Rentals budget is a conservative estimate – we have collected more than budget – the breakdown is as follows
 - 10% is fines and lost item / replacement collections
 - 69% is non-resident fees
 - 21% is copy machine collections
- Interest Income budget is a conservative estimate – we have collected more than budget

Total General Fund expenditures are \$997,079, budget differences include:

- CCS Shared Costs is greater than budget due to invoice being paid quarterly – the amount book represents 5 months of expense
- Unemployment/Workers Compensation is greater than budget due to invoice being paid annually - the amount booked represents 10 months of expense
- Staff Development is greater than budget due to
 - Staff Day expenses being booked in May - not evenly throughout the year
 - Registration and Travel costs related to Annual ALA Conference for 5 staff members being booked in May – not evenly throughout the year
 - Tuition Reimbursement for 2 staff members being booked in May – not evenly throughout the year
- Photocopy is greater than budget due to annual upgrade costs for simplescan and coin towers being booked in July and not allocated evenly throughout the year
- Software is greater than budget due to annual renewals being recorded/paid at the time of payment and not allocated evenly throughout the year
- Postage is greater than budget due to annual deposit being recorded/paid at time of payment and not allocated evenly throughout the year

JULY 2024 FINANCIAL SUMMARY

- General Insurance is greater than budget due to invoice being paid annually - the amount booked represents 10 months of expense
- Telephone is greater than budget due to booking 6 months of Ring Central expense and annual cost for Comcast (mobility phone lines and backup internet)
- Furniture and Equipment is less than budget due to expenses not being incurred to date
- Equipment Rental & Maintenance is greater than budget due to annual expense for RFID and AMH being recorded/paid when paid not allocated evenly throughout the year

Northbrook Public Library
Bills, Charges and Transfers for Board of Trustee Approval
Month of July 24

Operating Funds	
Library Claims List	\$ 170,161.14
Librarian's Claims List	\$ 14,034.81
Payroll	\$ 374,822.21
Fica/IMRF	\$ 58,547.89
ACH to IPBC	\$ 77,124.91
Transfer to CIF	\$ 100,818.00
Total Operating Funds	<u>\$ 795,508.96</u>
Capital Improvement Fund	
Claims List	\$ 102,378.00
	<u>\$ 102,378.00</u>
Debt Service Fund	
Grand Total Library	<u><u>\$ 897,886.96</u></u>

Northbrook Public Library
Bank Register Report
Northbrook Bank & Trust General Checking

Transaction Number	Transaction Date	Vendor	Amount	Description
26457	7/18/2024	First Bankcard	\$18,465.36	Monthly Payment - Supplies
26458	7/18/2024	WM Corporate Services Inc.	\$631.45	Monthly Payment - Utilities
26459	7/31/2024	Ancel Glink P.C.	\$2,167.50	Monthly Payment - Professional Services
26460	7/31/2024	Conflictish	\$5,000.00	Annual Payment - Staff Development
26461	7/31/2024	Cooperative Computer Service	\$23,062.59	Quarterly Payment - CCS & OCLC
26462	7/31/2024	Demco	\$1,052.56	Monthly Payment - Supplies
26463	7/31/2024	F.E. Moran, Inc. - Fire Protection - North	\$5,350.00	Annual Payment - Contracted Services
26464	7/31/2024	Gale/Cengage Learning Inc.	\$656.59	Monthly Payment - Materials
26465	7/31/2024	Illinois Heartland Library System-OCLC	\$762.84	Annual Payment - Software
26466	7/31/2024	Illinois Library Association	\$725.00	Monthly Payment - Staff Development
26467	7/31/2024	Urye Min	\$1,275.00	Annual Payment - Staff Development - Tuition Reimbursement
26468	7/31/2024	North American Corp of Illinois	\$1,746.68	Monthly Payment - Janitorial Supplies
26469	7/31/2024	Outsource Solutions Group, Inc.	\$21,679.26	Monthly Payment - Professional Services and Software
26470	7/31/2024	Overdrive	\$17,046.98	Monthly Payment - Materials
26471	7/31/2024	Reaching Across Illinois Library System	\$5,589.00	Annual Payment - Materials (database) and Programming (ILP membership)
26472	7/31/2024	Showcases	\$1,172.88	Monthly Payment - Supplies
26473	7/31/2024	Simon & Schuster Holding Company, LLC	\$7,500.00	ILP

Northbrook Public Library
Bank Register Report
Northbrook Bank & Trust General Checking

Transaction Number	Transaction Date	Vendor	Amount	Description
26474	7/31/2024	Tall Grass Educational Films	\$750.00	Monthly Payment - Programming
26475	7/31/2024	Thermosystems Building System Solutions	\$7,880.00	Quarterly Payment - Contracted Services
26476	7/31/2024	Today's Business Solutions, Inc.	\$4,783.00	Annual Payment - Photocopy
26477	7/31/2024	The Twangtown Paramours	\$600.00	Monthly Payment - Programming
26478	7/31/2024	Wex Health Inc.	\$1,702.06	Monthly Payment - Flexible Spending, Dedendant Care and Commuter Benefit
26479	7/31/2024	Amazon Capital Services	\$2,869.47	Monthly Payment - Supplies
26480	7/31/2024	Baker & Taylor	\$28,788.25	Monthly Payment - Materials
26481	7/31/2024	Baker & Taylor Entertainment	\$2,598.39	Monthly Payment - Materials
26482	7/31/2024	Midwest Tape LLC	\$6,306.28	Monthly Payment - Materials

\$ 170,161.14

Northbrook Public Library
Bank Register Report
Northbrook Bank & Trust Librarian Checking

Transaction Number	Transaction Date	Vendor	Amount
52989	5/12/2023	VOID - Carolyn Dunne	(\$3.00)
53681	3/27/2024	VOID - Carol Genetti	(\$250.00)
53959	7/15/2024	Anna Amen	\$109.92
53960	7/15/2024	Aquatic Works LTD	\$185.00
53961	7/15/2024	Aaron Ashmann	\$140.00
53962	7/15/2024	Donna Beach	\$577.68
53963	7/15/2024	Best Buy Business Advantage Account	\$189.62
53964	7/15/2024	Bryan Brugger	\$75.30
53965	7/15/2024	Chicago Filter Supply	\$550.64
53966	7/15/2024	Cintas	\$170.55
53967	7/15/2024	Cathleen Doyle	\$496.18
53968	7/15/2024	Carol Genetti	\$250.00
53969	7/15/2024	Caitlyn Hannon	\$226.49
53970	7/15/2024	Sarah Kaminski	\$372.00
53971	7/15/2024	Patrick McCallister	\$175.00
53972	7/15/2024	North Town Auto Service	\$333.96
53973	7/15/2024	Petty Cash Custodian	\$82.55
53974	7/15/2024	Lisa Rudman	\$12.99
53975	7/15/2024	Miles Schwartz	\$32.08
53976	7/15/2024	Sunset Food Mart, Inc.	\$47.50
53977	7/15/2024	UPS	\$6.60
53978	7/15/2024	WET Solutions, Inc.	\$113.00
53979	7/15/2024	WEX Bank	\$71.85
53980	7/15/2024	Wisconsin Glacier Springs Company	\$65.25
53981	7/15/2024	Lynn Wurtzel	\$18.99
53982	7/31/2024	A-Z Mindfulness	\$150.00
53983	7/31/2024	AICPA	\$350.00
53984	7/31/2024	American Library Association, Membership	\$282.00
53985	7/31/2024	Ashbourne Films LLC	\$300.00
53986	7/31/2024	Zbigniew Banas	\$250.00
53987	7/31/2024	Michael Bass	\$500.00
53988	7/31/2024	Nancy Buehler	\$250.00
53989	7/31/2024	CCI Solutions	\$164.56
53990	7/31/2024	Elenco Electronics, Inc.	\$77.50
53991	7/31/2024	Freeman Pictures, Inc.	\$100.00
53992	7/31/2024	Friends of Illinois Nature Preserves	\$150.00
53993	7/31/2024	Glenview Chess Club LLC	\$200.00

Northbrook Public Library
Bank Register Report
Northbrook Bank & Trust Librarian Checking

Transaction Number	Transaction Date	Vendor	Amount
53994	7/31/2024	Clarence Goodman	\$335.00
53995	7/31/2024	Grainger	\$353.74
53996	7/31/2024	Great Lakes Pigeon Rescue	\$200.00
53997	7/31/2024	Happiness Forward LLC	\$100.00
53998	7/31/2024	Sarang Heo	\$150.00
53999	7/31/2024	The Home Depot Credit Services	\$99.00
54000	7/31/2024	HR Source	\$280.00
54001	7/31/2024	Illinois Heartland Library System-OCLC	\$112.30
54002	7/31/2024	Image Specialties of Glenview, Inc.	\$32.25
54003	7/31/2024	Kino Lorber	\$250.00
54004	7/31/2024	Alisa Kusnitzow	\$150.00
54005	7/31/2024	Lynchpin Event Management LLC	\$325.00
54006	7/31/2024	Modular Robotics	\$86.00
54007	7/31/2024	Northbrook Hardware	\$120.35
54008	7/31/2024	Panera, LLC	\$146.91
54009	7/31/2024	Petersen Bros. Plastics, Inc.	\$598.00
54010	7/31/2024	Polonia Bookstore, Inc.	\$373.68
54011	7/31/2024	Quill LLC	\$205.37
54012	7/31/2024	Olga Rudiak	\$400.00
54013	7/31/2024	Runco Office Supply	\$270.00
54014	7/31/2024	Sheet Music Plus	\$26.95
54015	7/31/2024	Sphero, Inc.	\$127.50
54016	7/31/2024	Staples	\$66.82
54017	7/31/2024	Swank Motion Pictures Inc.	\$396.00
54018	7/31/2024	Teacher Dan	\$200.00
54019	7/31/2024	Teacher Dan	\$200.00
54020	7/31/2024	Teacher Dan	\$200.00
54021	7/31/2024	Tsai Fong Books, Inc.	\$433.60
54022	7/31/2024	Undercrank Productions LLC	\$150.00
54023	7/31/2024	Warehouse Direct Inc.	\$352.72
54024	7/31/2024	Robert Waterbury	\$50.00
54025	7/31/2024	Yami Vending Inc.	\$419.41

\$14,034.81

Northbrook Public Library
Bank Register Report
Northbrook Bank & Trust Capital Improvements

Transaction Number	Transaction Date	Vendor	Amount	Description
1919	7/18/2024	Thermosystems Building System Solutions	\$ 100,818.00	Chiller Project progress payment
1920	7/31/2024	Ancel Glink P.C.	\$ 1,560.00	Civic Room Project

\$ 102,378.00

NORTHBROOK PUBLIC LIBRARY
1201 Cedar Lane
Northbrook, IL 60062

CERTIFICATION

I, Jami Xu, Treasurer of the Board of Trustees of the Northbrook Public Library, do hereby certify that the attached Financial Reports and Bills & Charges for the months of January, 2024 through June 2024 are true and correct copies of the preceding six months.

In witness thereof, I have hereunto set my hand and have caused the seal of the Library to be affixed.

Treasurer

Subscribed and sworn before me on this ____ day of _____, 20__

Notary Public

Accounts Payable \$1,000 and above for the Period January 2024 through June 2024

3E Electric, Inc. - \$10,808.00; Added Incentives, Inc. - \$4,419.11; Allan Bogan - \$1,200.00; Amalgamated Bank of Chicago - \$166,675.00; Amazon Capital Services - \$25,335.59; American Library Association - \$1,900.00; American Library Association, Membership - \$1,713.00; American Program Bureau, Inc. - \$10,000.00; Ancel Glink P.C. - \$14,556.39; Anna Amen - \$1,228.88; Aquatic Works LTD - \$1,110.00; Arlington Glass & Mirror - \$20,680.00; Authors Unbound Agency - \$35,500.00; A-Z Mindfulness - \$1,200.00; Baker & Taylor - \$163,790.69; Baker & Taylor Entertainment - \$1,750.15; Benjamin Goluboff - \$1,500.00; Best Buy Business Advantage Account - \$1,096.47; Best Quality Cleaning - \$39,982.29; Bibliotheca, LLC. - \$9,935.57; Blackbaud Inc. - \$6,608.79; Book Page - \$1,116.00; Bright Plum Inc. - \$19,260.00; Carla Lasky - \$2,720.00; Chicago Backflow, Inc. - \$1,350.00; Chicago Tribune - \$1,504.97; Children's Plus Inc - \$8,988.09; Cintas - \$3,570.87; Colley Elevator Co. - \$5,243.00; Comcast - \$4,161.25; Computype, Inc. - 139154 - \$1,466.40; Continental Resources, Inc - \$11,519.19; Cook & Kocher Insurance Group - \$7,108.00; Cooperative Computer Service - \$49,308.78; Culture Amp Inc. - \$6,120.00; Data Products LLC - \$1,000.00; Demco - \$3,696.53; Depict Data Studio - \$3,500.00; Dornfeld Piano Tuning - \$4,530.00; EBSCO Information Services - \$4,071.08; Encyclopaedia Britannica, Inc. - \$1,479.00; ESM Civil Solutions, LLC - \$4,500.00; F.E. Moran Mechanical Services - \$5,000.00; Fast Forward Libraries LLC - \$17,200.00; Fifth Star Collective, LLC - \$2,100.00; First Bankcard - \$52,351.54; Folding Partition Services, Inc. - \$1,276.00; Gale/Cengage Learning Inc. - \$4,970.48; Garaventa USA Inc. - \$1,758.75; Getty Images (US), Inc. - \$1,080.00; Glenbrook HSD 225 - Business Services - \$6,455.82; Glenview Chess Club LLC - \$1,200.00; Gotham Artists Talent Services - \$13,000.00; GovConnection, Inc. - \$1,962.62; Grainger - \$4,082.77; Hang & Shine - \$8,990.00; HR Source - \$2,664.00; Impact Networking LLC - \$13,133.87; Info USA Marketing - \$7,500.00; Intergovernmental Personnel Benefit Cooperative (IPBC) - \$450,758.33; It's Impressive LLC - \$1,314.50; ITsavvy LLC - \$7,752.00; J.D. Power and Associates - \$1,247.00; Jascula Terman & Associates, Inc. - \$2,795.63; Jason Waclawik - \$1,317.50; Jayne Herring - \$3,800.00; Kanopy Inc. - \$13,500.00; Kate Will - \$3,710.00; Kathleen Jo Zeigler Mitchem - \$2,050.00; Kathryn Hall - \$2,212.31; Kathryn Norregaard - \$1,400.00; Krueger International, Inc. - \$1,230.96; Latitude Signage & Design - \$1,021.00; Library Ideas LLC - \$1,424.40; Limricc - UCGA - \$3,294.48; Linda Z's Sewing Center - \$1,499.98; LR Consulting LLC - \$15,000.00; Mark Anderson - \$1,500.00; Mergent, Inc. - \$1,007.00; Midwest Tape LLC - \$82,108.50; Morningstar, Inc. - \$8,160.00; Nancy Buehler - \$1,750.00; Naxos of America Inc. - \$1,125.00; Neuco Inc. - \$2,150.44; New York Times - \$4,134.00; Noland Sales Corporation - \$2,775.70; North American Corp of Illinois - \$8,616.14; North Town Auto Service - \$1,585.07; Northbrook Hardware - \$2,229.72; Oak Brook Mechanical Services, Inc. - \$18,363.09; Olga Rudiak - \$2,700.00; Outsource Solutions Group, Inc. - \$131,131.97; Overdrive - \$123,110.70; Panera, LLC - \$1,165.95; Patrick McCallister - \$1,720.91; Petersen Bros. Plastics, Inc. - \$1,234.00; Proquest - \$33,292.57; Quill LLC - \$2,333.41; Reaching Across Illinois Library System - \$22,005.19; Record Information Services, Inc. - \$1,330.00; RELX Inc. DBA LexisNexis - \$4,704.00; Reserve Account - \$15,000.00; Runco Office Supply - \$1,691.16; Sarah Romero-Reyes - \$1,400.00; Scholastic Inc - \$1,597.15; Scholastic Library Publishing - \$3,709.00; Showcases - \$2,616.08; Siemens Industry Inc. - \$4,686.46; Snow Systems, Inc. - \$5,760.00; StackMap LLC - \$1,735.00; Stand Up Flooring LLC - \$2,810.00; Sterling Services, Inc. - \$5,473.80; Stories Matter Foundation - \$1,500.00; Swank Motion Pictures Inc. - \$5,273.00; Symmetry Energy Solutions, LLC - \$23,634.96; Teacher Dan - \$1,050.00; Tee Jay Service Company, Inc. - \$4,315.00; Terryberry - \$1,723.08; The Charrm'd Foundation - \$2,073.00; The Hanover Insurance Company - \$58,483.00; The Home Depot Credit Services - \$1,081.40; The Lyceum Agency - \$10,000.00; Thermosystems Building System Solutions - \$211,831.00; TK Elevator - \$44,212.50; T-Mobile -

\$5,973.61; Travelers CL Remittance Center - \$35,373.00; Tsai Fong Books, Inc. - \$2,600.27; Tumbleweed Press Inc. - \$3,600.00; Uline - \$3,225.01; Value Line Publishing LLC - \$2,100.00; Village of Northbrook Water Dept. - \$2,084.40; Vis-O-Graphic, Inc. - \$19,616.46; Vivica Partners - \$2,550.00; VSP of Illinois, NFP - \$2,484.33; Warehouse Direct Inc. - \$2,394.60; WET Solutions, Inc. - \$3,900.00; Wex Health Inc. - \$10,394.86; WM Corporate Services Inc. - \$3,080.20; Yami Vending Inc. - \$3,364.18; Yellowstone Landscape - \$1,665.00; Zbigniew Banas - \$1,350.00; Zoobean Inc. - \$1,350.24;

Payroll for the Period January 2024 through June 2024

Abbas - \$988.41; Alteri - \$21,615.68; Amen - \$60,092.68; Amundsen - \$2,763.16; Anne - \$9,003.46; Ashman - \$28,500.48; Baran - \$9,371.45; Bass - \$7,701.84; Beach - \$30,398.16; Becker - \$11,201.29; Berkover - \$10,783.97; Bremner - \$27,023.04; Brugger - \$32,293.32; Chase - \$28,072.04; Choi - \$26,422.04; Cirignani - \$32,293.32; Collins, P - \$34,274.93; Collins, S - \$1,950.39; Cornogg III - \$6,768.62; Cotini - \$214.58; Czechorski - \$4,704.12; D'Antico - \$8,005.30; Doyle - \$47,463.68; Du - \$1,944.64; Duncan-McGee - \$26,059.28; Durov - \$52,326.52; Dzianott - \$5,406.76; Edwards, A - \$1,498.10; Edwards, W - \$2,458.89; Faedtke - \$11,228.75; Flowers - \$27,023.04; Fragozo - \$439.32; Franklin - \$35,261.16; Garzon - \$1,452.54; Godnik - \$840.27; Goese - \$24,491.88; Golembiewski - \$29,708.55; Gonzalez Esparza - \$23,848.64; Gossage - \$39,248.24; Gray - \$12,576.87; Gutmann - \$13,443.10; Haddad - \$45,948.05; Hall - \$81,795.00; Hannon, C - \$30,506.33; Hannon, M - \$3,142.74; Hegelund - \$39,570.56; Hill - \$32,293.32; Holland - \$20,279.75; Homozi - \$8,069.28; Huh - \$12,518.84; Huie - \$32,293.32; Ibardaloza, D - \$499.62; Ibardaloza, K - \$499.62; Jaffery - \$15,443.72; Johnson - \$1,074.94; Kalmens - \$30,025.76; Kaminski - \$30,357.40; Karahalios - \$16,323.29; Kayed - \$4,537.68; Kearns - \$9,977.34; Keaton, A - \$30,563.38; Keaton, N - \$8,016.88; Koontz - \$2,809.84; Kosuge - \$39,966.32; Kuehn - \$1,264.76; Lasky - \$9,012.37; Lee, Seyoung - \$12,084.12; Lee, Sunkyoung - \$2,260.92; Lewis - \$4,380.15; Lopez - \$29,357.52; Marek - \$7,064.16; Margis - \$37,107.23; Mayer, B - \$44,358.60; Mayer, S - \$14,381.67; McDowell - \$2,250.00; McGill - \$10,931.66; Medel - \$26,692.04; Miller - \$4,572.30; Min - \$9,107.24; Mistalski - \$30,398.16; Mohrdieck - \$7,951.37; Mojovic - \$7,249.12; Moore - \$15,616.84; Murphy - \$1,976.71; Nava - \$26,692.04; Nelson - \$27,392.73; Nguyen - \$21,242.64; Norton - \$37,785.72; Oh - \$6,841.80; Pekara - \$34,605.22; Porter - \$10,860.46; Posladek - \$6,533.95; Prioletti - \$49,552.16; Raucci - \$16,386.45; Raybuck - \$38,466.32; Readdy - \$5,797.68; Reid - \$14,369.98; Rodriguez - \$10,988.06; Saks - \$8,386.30; Schafer - \$7,176.24; Schmidt - \$14,950.84; Schwartz - \$15,401.72; Scodius - \$32,293.32; Shapiro - \$2,624.40; Sharma - \$276.45; Siegel, D - \$32,293.32; Siegel, L - \$24,070.61; Simmons - \$426.20; Simpson - \$11,612.15; Siwinski - \$22,350.50; Skittino - \$49,552.16; Suarez - \$639.67; Traskina - \$887.62; Vering - \$39,264.62; Vienna - \$29,357.52; Voronova - \$8,655.70; Waclawik - \$12,638.26; White - \$27,023.04; Wolf - \$47,349.24; Wright - \$11,292.22; Wu - \$316.14; Zwick - \$7,139.50;

Director's Report

August 2024

Agenda Items

3 Consent Agenda

- 3.5 File detailed statement of all receipts and expenditures for previous 6 months
This is included to be approved as part of the statutory requirements per 50 ILCS 305/1.
- 3.6 Approve Executive Director Succession Plan
An updated plan with all the appendices information is included in the packet with the recommended changes from the last board meeting. Once approved, it will be placed on the Board Portal.

4 Presentation of United Against Hate Resolution with Cook County Commissioner

Commissioner Britton will be coming to the board meeting and we will do a formal presentation of the resolution and then pause for a quick picture with the board and Commissioner.

9 New Business

- 9.1 Executive Director Goal Check In
This is the first check in of this fiscal year on my annual goals. I have included the goals and my original timeline and given an update for each goal for board discussion.
- 9.2 Civic Room Audio Visual Upgrades Bid Proposal
Kelly Durov has prepared the memo and bid documents for the board's review and is asking for the board's approval to move forward with the lowest responsible bidder for the Civic Room project which is being largely funded with a grant from the Civic Foundation.
- 9.3 Civic Foundation Room Rental Memorandum of Understanding
I have included the MOU in the packet that Civic and the attorney have reviewed along with a memo detailing the criteria for allowing Civic to use Library meeting rooms.
- 9.4 5th Star Collective Monthly Statistics Project Proposal
A memo with proposal is included in the packet and I am asking for approval of this proposal as part of our Strategic Plan activities.

- 9.5 Village of Northbrook Payroll Change
I have included background information and some research I've pulled together on next steps and shared with the board.

11 Agenda Building

Next month, we will have the following items on the agenda and will not be live streaming, but will be taping and recording:

- EDI Pulse Survey Responses- Becky Moore has taken over our work with Lily Zheng and will be presenting the results of the Q2 pulse survey that was administered in June.
- Levy- Anna Amen and I will present the initial levy presentation to the board for approval in October.
- Closing Schedule- The board will review the recommended closing schedule for 2025.
- File account of all monies received and expended during preceding fiscal year

Board News & Reminders

I will be taking off the week of August 26 to go to Michigan to visit my husband's family. Kelly Durov will be in charge in my absence.

Coming up on August 14, the Library will be at the Farmers Market and sharing a table with the Friends of the Library. Board Members are invited to stop by and say hello and maybe find a book to read.

We are partnering with Congressman Brad Schneider and the Illinois Treasury Department to host an event in the Auditorium on Beneficial Ownership on August 27 from 10-11:30am. I will be in Michigan and will not be present. Adult Services Assistant Manager Lev Kalmens will be running the event. If any board members plan to attend, please let us know.

Board Members are invited and encouraged to attend the upcoming joint program we are hosting in partnership with the Village's Community Commission, CATCH, and Cook County United Against Hate, Illinois Holocaust Museum, we are hosting a film screening of The Upstanders followed by a Q&A with Commissioner Britton on September 22 from 3-5pm.

Updates

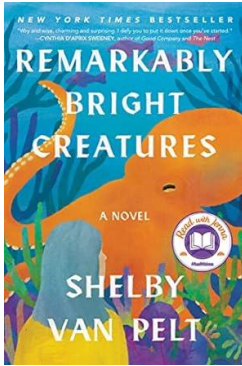
Programming

Summer Reading Programming

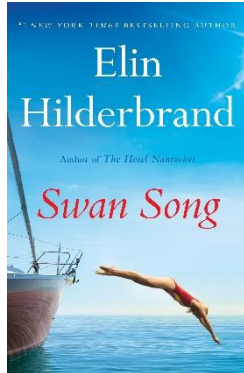
Summer Reading ends on August 11 and we are clearly in a community with a lot of readers because we have between 30-40% of people already finished by July 31. We expect there to be a lot of additional finishers in the last two weeks of the program and assume our numbers will end up being between 50-60% finishing.

Audience	Registrations	Finishers	% Finished
Baby	125	36	29%
Youth	1,727	753	44%
Teen	543	230	42%
Adult	962	327	34%

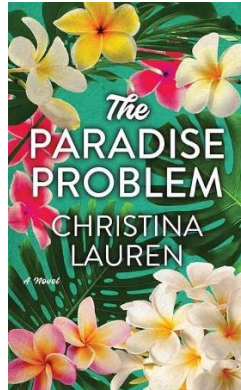
Popular books logged for Adult summer reading include:



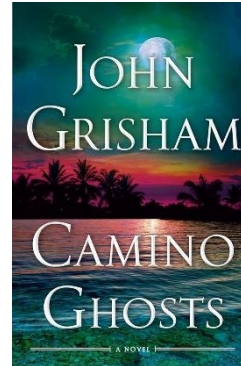
Remarkably Bright Creatures by Shelby Van Pelt



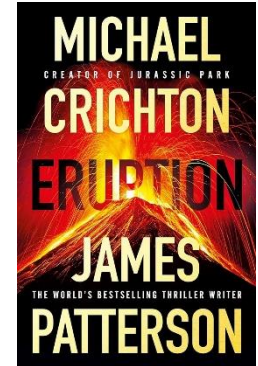
Swan Song by Elin Hilderbrand



The Paradise Problem by Christina Lauren



Camino Ghosts by John Grisham



Eruption by Michael Crichton & James Patterson

Adult Programming

Travel programs continue to be very popular. Below is a photo of the Circling Lake Michigan program on 7/15. Caitlyn Hannon received lots of positive feedback and requests for more travel programs



Jill Franklin hosted Electric Vehicles 101 -which included a mini car show. The audience was very engaged, asked many questions, and many spoke at length with car owners during the car show portion.

Youth Programming

The Friends of the Library sponsored 2 Mammals and More family programs from the Flying Fox Conservatory on Saturday, July 22. 127 patrons enjoyed interacting with a parrot, children’s python, fruit bat, rabbits, armadillo, kinkajou, and sloth.

Here are a few pictures highlighting some of our July programs:

Ordering pizza at the Stuffed Animal Sleepover on Monday, July 29.



YS Program Assistant Sean Collins presenting at the Wood

Oak’s Stories in the Park

Unicorn and Narwhal Story Fest Scavenger Hunt

Outreach & Partnerships

On July 11th at 7pm the library partnered with YIVO to present the film Ver Vet Blaybn? (Who Will Remain?). The screening featured a special live Zoom introduction from the film’s producer as well as a Zoom Q&A with the producer after the film. 116 attended the screening and expressed appreciation for the event.

The library worked with the Park District to provide a screening of a youth film to camp attendees on July 12th, partnering with the park district to bring a good amount of day campers into the auditorium to experience a film.

The library provided a space for a Joint Legislative Town Hall with State Representative Bob Morgan, State Representative Tracy Katz Muhl, and State Senator Julie Morrison on Wednesday, July 10, 6:00 – 8:30pm. The Town Hall featured the representatives explaining recent bills they’ve passed as well as taking questions from the house. There were 75 in attendance.



The library partnered with Versiti to host a Blood Drive on July 18th. There were 25 donors and their efforts will help as many as 69 potential patients.

Staff, Board Members, and Teen Volunteers participated in Northbrook's Annual 4th of July contest, generating a lot of love and support for the library. Congressman Brad Schneider and Cook County Commissioner Scott Britton posted for a photo with our staff before the parade, below.



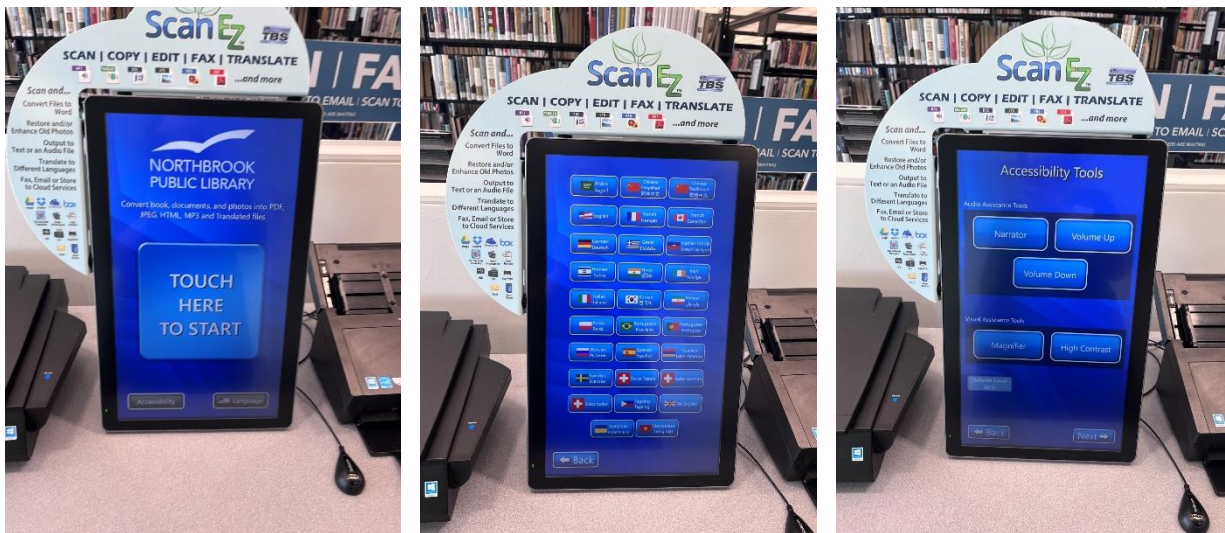
Operations

Technology

From OSG on the impact of the CrowdStrike outage: On Friday July 19th, a major global computer outage that affected 8.5 million devices in a variety of companies and sectors (including airlines, healthcare, and financial institutions) was linked to cybersecurity company CrowdStrike's faulty antivirus update. CrowdStrike quickly identified the problematic update, but most affected systems had already crashed and required users to manually remove the problematic update which was a cumbersome process. Northbrook Public Library does not use CrowdStrike on library owned and managed equipment, limiting the fallout to a few library vendor-provided services.

Northbrook Public Library's ILS (Polaris) vendor Innovative had Windows servers that were affected by the CrowdStrike antivirus causing servers to crash (BSOD). OSG/IT did a thorough check on all library systems at library open, and found the main vendor service affected by the ILS outage was Communico (room reservations and the mobile app). As CCS worked with Innovative to address the issue, various services went up and down throughout the morning, including the AMH/Sorter, Self-checks, and Catalog, until they stabilized around 11am and all services were working and available. IT relayed the status of services throughout the outage, implemented offline procedures for self-checks, and continued testing throughout the morning until resolved. Fortunately, not all ILS resources were affected, as the Polaris client and Leap web client were working throughout the morning, and all Staff worked well together throughout the outage.

In July we installed the new ScanEZ from Today's Business Solutions which is a very user friendly way for patrons to scan documents and photos and send it via email or fax or save to usb. I have included a few photos to illustrate and want to also point out the accessibility and world language features. We are excited to have this to offer the community and it gets heavy usage from patrons.



Marketing

Alina Lewis, Marketing Assistant, and Stephanie Bremner, Teen Librarian, have been running our High School Summer Volunteer group's Social Media team. The teens have launched a TikTok account and we have now posted three TikToks that were created by the teens. They will be continuing to do more videos this fall. As part of the High School Summer Volunteer Social Media group, Alina asked a friend from film school who is an award-winning movie trailer editor to join the group via Zoom to explain how he got started with trailer editing and answer their questions. The teens were interested and asked a lot of questions. They said they enjoyed having him as a guest. Marketing worked to promote the donation of cleaning supplies to help area veterans, and Facilities staff were instrumental in making this a success by storing items as they filled up the bin throughout the month and helping to load them for transport.

Here is an email from James Karol, Senior Vice Commander American Legion George W. Benjamin Post #791, Northbrook:

I am writing to thank you and the entire Library staff, once again, for helping the American Legion and VFW Posts of Northbrook in their effort to help Veterans Exiting Homelessness. The donations of household items will be distributed to VA health facilities at Jesse Brown, Hines and James Lovell who will pass them on directly to Veterans Exiting Homelessness.

We are so grateful to your patrons as well, without whom this work would not be



possible. If you could post a "THANK YOU" to your patrons from the Northbrook American Legion and VFW it would be much appreciated.

Again, thank you Linda and the entire Northbrook Library staff who made this possible.

Facebook Post: Cleaning supplies to benefit area veterans leaving homelessness

7/1 at 9:30am

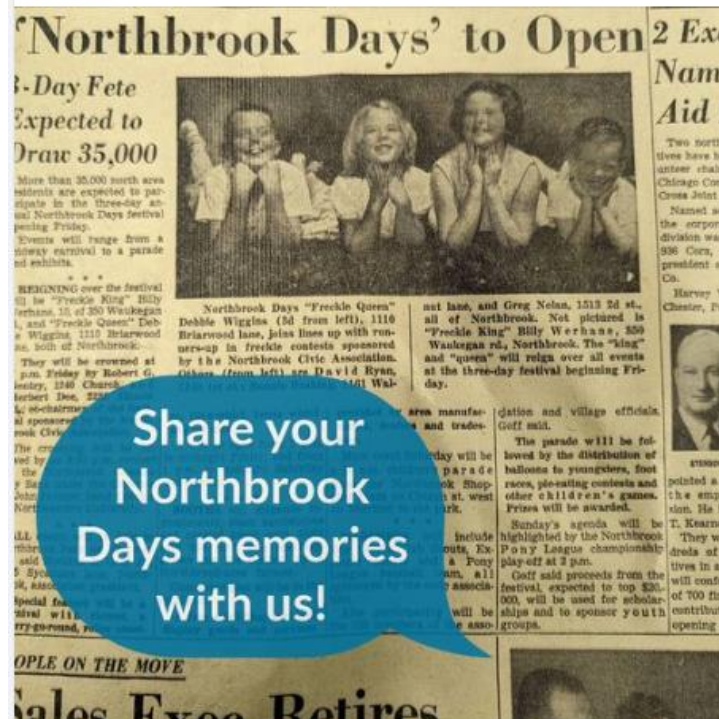
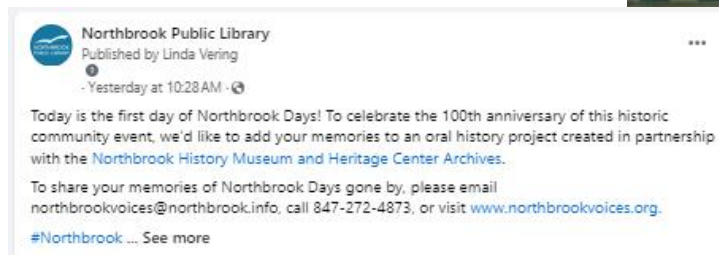
Reach: 1,833 (46 interactions)



Facebook Post: Share Your Northbrook Days Stories with Us

7/31 at 10:28am

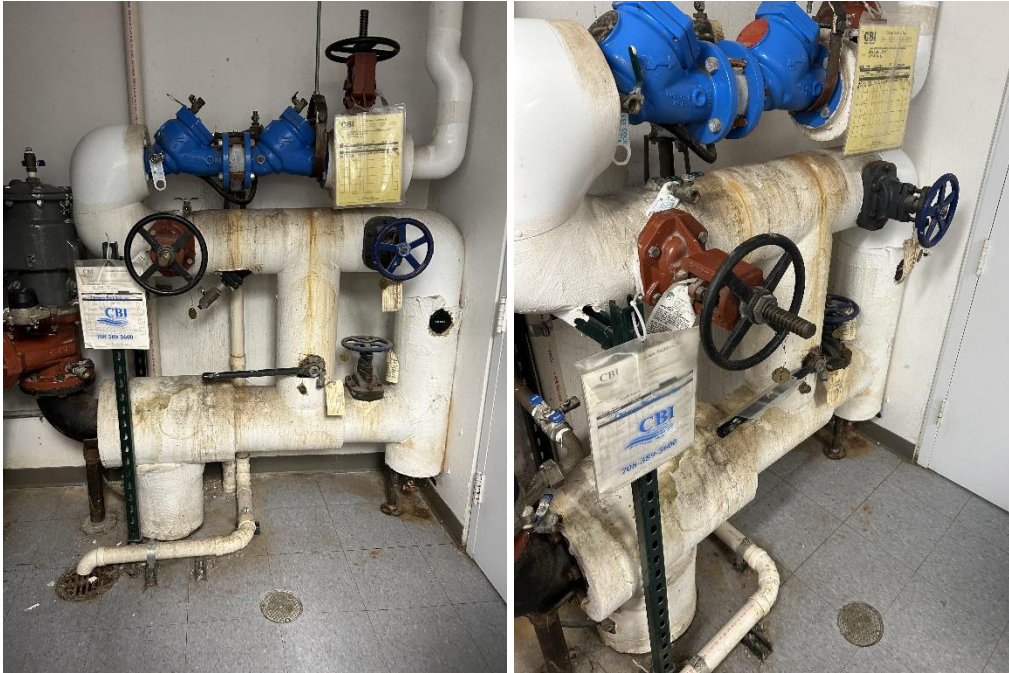
Reach: 1,060 (21 reactions)



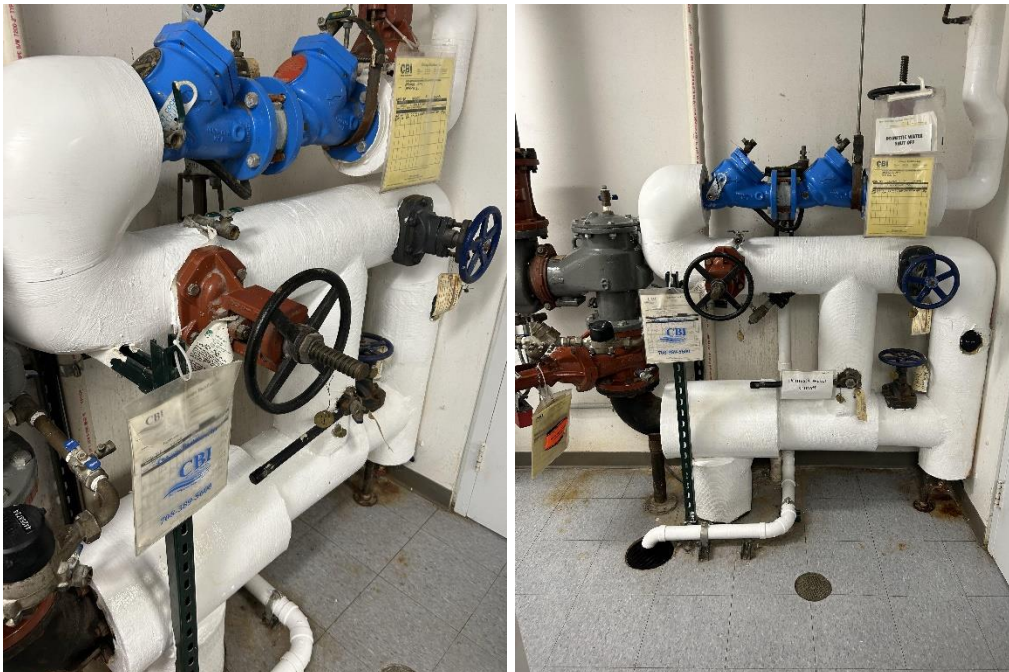
Facilities

We have hired two interim Facilities Managers (each will work Part-Time) from Local 399 which is the Building Operating Engineer union. They started in July and have been hard at work learning our systems and getting procedures in place to help us better manage the building. We are already seeing the visible improvements they are making as shown in the pictures below. They are working closely with Anna Amen and Facilities staff to ensure we have good procedures in place and will be working with us on identifying skills necessary in our next Facilities Manager. We plan to post for the open manager position by October.

Before



After



HR

Staff Arrivals

- Shannon Hall, part-time Clerk (CIRC), effective July 9 (replacement).
- Willie Edwards, part-time Security Monitor (Admin), effective July 9 (replacement).
- Xavier Budimir, part-time Clerk (CIRC), effective July 22 (replacement).
- Maggie Thomann, (seasonal) part-time Librarian (YS), effective July 24 (replacement).
- Daniel McQuinn, (seasonal) part-time Interim Manager (FAC), effective July 25 (replacement).
- Tom Spelz, (seasonal) part-time Interim Manager (FAC), effective July 25 (replacement).

Staff Departures

- Joe Skittino, full-time Manager (FAC) terminated July 2.

Upcoming Retirements & Staff Leaves

We have a number of management positions open at the moment from staff departures (Facilities Manager and Youth Services Assistant Manager) to upcoming retirements (Technical Services Manager Barb Mayer in September and Adult Services Assistant Manager Hala Haddad in August) and staff going out on leave (Events Production Manager Arielle Raybuck will be on parental leave September-November). We are working on filling open positions, reviewing soon to be open positions and working with staff on making sure they have support during these interim periods. We will be focusing a fair amount of time and attention on hiring in the next quarter.

Staff Training & Development

Marketing Manager Linda Vering presented on Marketing Programs in Libraries for the LACONI POP Marketing Section which we hosted at Northbrook Public Library. She presented with marketers from Arlington Heights and Waukegan libraries and had a great discussion on marketing for programs.

Events Production staff hosted Auditorium ADA Training for some Adult Services staff since some Adult Services staff will be helping cover for Arielle while she is out on leave. The ADA training detailed what rights people who require use of the Wheelchair Accessible row have and ran through a few scenarios for staff to see examples of real encounters.

Kate Hall, Executive Director

COLLABORATORY UPDATE

Prepared by: Cathleen Doyle
July, 2024

PROJECTS





PATRON STORIES

From Maker Specialist Daniel Choi: I helped a patron design acrylic light stands for the members of the Bottlecap Balloon Brigade that he wanted to hand out as gifts for each member. I demonstrated how to navigate the software to create his own designs. After etching his first prototype, he returned several times to design different variations for different events.



From Assistant Manager Michelle Mistalski: A family came in wanting to sublimate onto zippered pouches and a glitter mug, all sublimation-ready products they had purchased at a local craft store. They designed each of the pieces on Canva and were excited about how each of the items turned out. The patrons thanked staff for our patience and our ability to answer their questions about their designs.



3D PRINTING

We printed 99 objects for users in July.



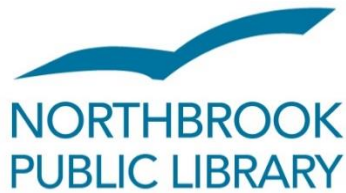
VISITORS

951 people visited the Collaboratory in July.

Comment	Response	Staff Member
<p>I am a northbrook resident and my family loves the northbrook library! My kids have been participating in the summer reading program and today brought their charts back to the library to get prizes and tickets. We are Jewish and only eat kosher and all the prizes were for not kosher establishments. I just wanted to let you know if some options that would be more inclusive to the kosher northbrook population, like Graeters ice cream, Baskin robins, slurpees at 7-11. (There are other kosher establishments not specifically within Northbrook too). I just wanted to bring this to someone's attention in case it would be possible to be more inclusive in the future. Thank you for your consideration.</p>	<p>Thank you for your kind words and we are pleased to know that your children are participating in summer reading this year. We appreciate your suggestion and we will add your recommendations for kosher establishments to our list of vendors to contact for food prizes in the future. It is our goal to be as inclusive as possible so we value your input. We also offer alternative prizes for youth patrons that have food allergies or restrictions that prevent them from using the food coupons. If your children were not given that option, please let us know so they will have the opportunity to select from our "treasure" bin of alternative prizes. Thanks again for your feedback.</p>	<p>Sara Chase</p>
<p>I love the Collaboratory. Daniel was extremely helpful to me which allowed me to create a fathers day shirt for my husband. We used the sublimation machine. I also like the fact that you show other peoples' designs and creativity on the tv. Thank you for having the Collaboratory at the NB library.</p>	<p>NA</p>	<p>Cathleen Doyle</p>
<p>Daniel helped me with 2 projects tonight and was extremely informative, patient, and helpful. He is doing a great job in the Collaboratory! I am inspired to come back and make more projects.</p>	<p>NA</p>	<p>Cathleen Doyle</p>
<p>The Collaboratory is the best resource, I love using this amazing space for free. The staff could not be more helpful, kind, resourceful and their expertise is amazing! We are lucky as a community to have this space. Thank you to the staff.</p>	<p>Thank you so much for your kind words! We're thrilled to hear that you've had such a positive experience at The Collaboratory. Our staff works hard to create a welcoming and resourceful environment, so it means a lot to us to know that you find their expertise helpful. We're truly grateful to have the opportunity to serve our community in this way. Thank you again for your support!</p>	<p>Cathleen Doyle</p>
<p>Eric & Patrick were the most helpful!!!! They helped up with our first 3D prints and were so kind. Thank you!</p>	<p>Thank you so much for your wonderful feedback! We're delighted to hear that Eric and Patrick were able to assist you with your first 3D prints and that their kindness made a positive impact. Providing helpful and supportive service is a top priority for us, and we're thrilled that your experience reflects this. We appreciate your support and look forward to seeing you again at the Collaboratory.</p>	<p>Cathleen Doyle</p>
<p>Patron came to desk with a suggestion as this was the first time visiting the library to attend a movie discussion. " The library is hidden, it would be helpful to have a traffic sign on Walters south of cedar indicating that library is ahead. " Patron was coming from Willow.</p>	<p>Staff (Diane Raucci) indicated they would let someone know of their suggestion</p>	<p>Kim Hegelund</p>

Comment	Response	Staff Member
<p>Would like to make a suggestion to have a paper shredder accessible to the patrons in the computer/copier area. Winnetka Public Library has one at each of their two branches which comes in handy.</p> <p>Also, if continuing to invest in DVD's and other tangible media, would be nice to have a DVD player, CD Player and even cassette accessible in the Library of Things for circulation.</p> <p>Also additional funds allocated for HOT SPOTS and possibly iPads in Library of Things since they seem to be popular and have to put on hold with an average wait time of 2 months. Per circulation records can examine the consistently circulated items, which is more consistent than newly released books and movies which tend to die down after a short period of time.</p> <p>Might care to look over the Library of Things at neighboring libraries such as Glenview, Niles, Winnetka/Northfield Library.</p> <p>Regarding the Collaboratory, can there be more group activity sections other than the Glass Fusion class ? Once again, Winnetka has activities for adults that the librarians head up along with the staff designated in their Maker Space. Speaking of Glass Fusion, since it is one of few hands on class that can be done remotely, how much time needs to pass between signing up for another class? Have not done it in years but sign up states if you ever signed up it is not allowed? Would like to see more upscale creative classes if possible for adults.</p> <p>The movies that are 30 years old showing in the auditorium many of which are available on antenna tv and also on the shelves of the library and shown during the day with low attendance would be nice to do them on the weekends or during the evenings if showing during the week.</p> <p>Also very much enjoyed the TED talks that were held in the auditorium, hybrid or in person is fine with me, but appeal to more of an intellectual and younger folks. Being a past attendee of the TED talks, it was very well attended.</p> <p>Might care to look over the other neighboring libraries, Winnetka, Deerfield, Glenview being some with a nice variety of events for adults both hands on and passive.</p> <p>That's all for now. :)</p> <p>Thanks for your time and consideration.</p>	<p>Wow! Thank you for taking the time to make so many thoughtful suggestions. We appreciate your input and are always looking for ways to improve our services and offerings. Here are the suggestions you mentioned:</p> <p>Paper Shredder: Adding a paper shredder to the computer/copier area.</p> <p>Library of Things: Including DVD, CD, and cassette players for circulation. Allocating additional funds for more Hot Spots and iPads.</p> <p>Collaboratory and Adult Classes: Offering more group activities beyond the Glass Fusion class. Reviewing the class sign-up policy for fair access. Introducing more upscale creative classes for adults.</p> <p>Movie Screenings: Adjusting the schedule to include weekends and evenings.</p> <p>TED Talks: Organizing more TED Talk events, both hybrid and in-person.</p> <p>I will pass along these suggestions to the appropriate staff members. Your feedback is highly valued, and we appreciate your thoughtful contributions. If you would like more follow-up on any specific suggestion, please let me know, and I can connect you with the right staff person.</p> <p>Thank you again for your valuable feedback.</p>	<p>Kelly Durov</p>

Comment	Response	Staff Member
<p>*E-mail received in friends@northbrook.info inbox* Friends Board,</p> <p>(names redacted)</p> <p>April 2024 Patron Comment:</p> <p>"Shame on you guys for allowing female products in mens bathrooms. This is very disgusting and disturbing. This is very disruptive for the kids mentality. Please remove these items as they are not appreciated at all."</p> <p>Kate Hall response:</p> <p>"Thank you for taking the time to share your feedback regarding the availability of period products in all restrooms, including men's bathrooms. I hear you when you say that you find this shameful and disturbing. We understand that this change may be unfamiliar, but it is important to us that we create an inclusive environment for everyone who visits our library. In alignment with Illinois law mandating menstrual product accessibility in all 6-12 schools, colleges, and universities, we have made a conscious decision to install dispensers in all public restrooms at our library. In addition to being available in women's bathrooms, menstrual hygiene dispensers are available in men's restrooms for many reasons, including being inclusive of transgender and intersex patrons or for someone to grab one for a friend or family member. Our goal is to promote period equity, reduce barriers, and be more welcoming to all patrons. If you would like to talk about this further, I am happy to discuss it in person or over the phone"</p> <p>https://northbrook.info/sites/default/files/board/April%202024%20PUBLIC%20Packet.pdf</p> <p>OUR UNETHICAL LIBRARY DIRECTOR KATE HALL DID NOT GET ANY BOARD APPROVAL FOR THIS ACTION. SHE IS MENTALLY ILL AND NOT FIT TO BE A PUBLIC EMPLOYEE IN NORTHBROOK. SHE MADE A "CONSCIOUS DECISION" ON HER OWN WITHOUT INFORMING THE COMMUNITY AND THE BOARD. THERE IS NO OTHER PUBLIC LIBRARY IN ILLINOIS THAT HAS DONE WHAT THIS MENTALLY ILL WOMAN HAS DONE. SHE NEEDS TO GO. SHAME ON ALL OF YOU FOR LETTING HER GET AWAY WITH THIS UNETHICAL BEHAVIOR.</p> <p>If Kate Hall was proud of what she did, she would have informed the board and the community when she started doing this last year. Her actions and obsession on forcing her un-American "EDI" religion on everyone NEEDS TO STOP.</p> <p>THIS IS UNACCEPTABLE.</p>	<p>No response needed, received as anonymous feedback</p>	<p>Kelly Durov</p>



Memorandum

DATE: August 8, 2024

TO: Board of Trustees

FROM: Kate Hall, Executive Director

RE: FY25 Goals Check-In

As part of setting my goals in May, we talked about doing a quarterly check-in on where I am at with my goals. I have included my goals and the original timeline I set for them and have added information on the progress I made since we finalized the goals at the May meeting.

Depending on some of the unexpected projects that come up, I may recommend updating my goals in the next quarter to better reflect changes to what we need to focus on this year.

Goals	Q1	Q2	Q3	Q4
Strategic Plan and EDI Goals Implementation				
Staffing Analysis				
HR Policy Review				
Website Review and Improvement				
Succession Plan Creation	✓			
Master Facilities Plan Revision				

1. Strategic Plan and EDI Goals Implementation: Create the implementation plan for the strategic plan and EDI (Equity, Diversity, and Inclusion) goals by September 2024, launch strategic plan implementation, and start quarterly progress reporting to the Board and community including the development of a web dashboard by December 2024.

August Update: We have adopted the plan and completed the Activity Plan and Outcomes Reflections (formerly Evaluation Metrics) for the Strategic Plan. We have been rolling it out to staff and department managers are working on weaving it into department workloads. I have updated the monthly reporting templates and will be starting to use them in September. We are awaiting board review of the proposal from Mallory Edgar to work on the dashboard and will be starting that piece of the project next.

2. Succession Plan Creation: Create a succession plan for the Executive Director position by July 31, 2024. This should include a clear roadmap for handling different scenarios of an absence or departure of the Executive Director.

August update: This was presented at the July board meeting and is on the agenda for approval at the August board meeting.

3. Staffing Analysis: Collaborate with the HR Director to begin a detailed analysis of staffing needs across all departments and begin review of HR policies and benefits by April 30, 2025. This should include a department-by-department report on current staffing levels versus needs and personnel costs analysis looking at short and long term needs and impacts.

August update: No action was taken on this goal in Q1.

4. HR Policy Review: Collaborate with HR Director, leadership team, and managers, do a comprehensive review of the Employee Handbook to ensure policies align with HR best practices and strategic and EDI organizational objectives. This should include a review of existing health and other benefit plans.

August update: Becky Moore and I started talking about next steps in this process which we plan to start in 2025.

5. Website Review and Improvement: Conduct a review of the current website and identify areas needing improvement. Research vendors and begin the process for updating the website by April 30, 2025.

August update: No action was taken on this goal in Q1. I will be starting to work with Linda on this in the Fall.

6. Master Facilities Plan Revision: Review and update the Master Facilities Plan by January 2025, ensuring it supports the strategic direction of the organization for the next five years. Include assessments of current facilities, identification of new needs, and a timeline for any proposed changes.

August update: At the July board meeting Anna and I shared some options we were talking to the architects about and received feedback from the board. We have shared the same with the staff and will be talking with the managers on their thoughts. We will be working with Product Architecture and Design on this to update the existing plan over the next couple months.

Here is an estimated timeline for next steps:

August-October	Review & Update Master Plan working with PA&D and staff
November	Present board with options for updated Master Plan
January	Board decides on next project and we begin design phase



Memorandum

Date: 8.15.2024

To: Trustees

From: Kelly Durov, Assistant Director

RE: Civic Room – Meeting Room Audio Visual Upgrades

The Meeting Room Audio Visual Upgrades project aims to enhance the technology and infrastructure of our Civic Room to provide a seamless experience for both patrons and staff. This project will enable improved virtual attendance and live streaming capabilities for meetings and events, thereby increasing accessibility and engagement. The upgrades will include new cameras, in-ceiling speakers and microphones, listening loop for hearing assistance, and IT infrastructure updates.

This project is funded in part by a generous grant of \$25,000 from the Northbrook Civic Foundation, which has provided us with the resources needed to improve our facilities and expand our technological capabilities.

We received two bids for this project. **We recommend Pace Systems, Inc. bid of \$34,378+ \$1,000 alternate as the lowest responsible bidder.**

Pace Systems, Inc. has provided a comprehensive plan for upgrading the audio visual equipment and capabilities in the Civic Room. They had strong references that highlighted their professionalism, reliability, and high quality work. They have extensive experience with audio visual equipment in public space and their experience aligns well with our project's scope and objectives.

The following documents are included in the Board packet for your review and consideration:

- Bid Evaluation: A comparison of the bids we received.
- Vendor Proposals: Copies of the proposals submitted by Pace Systems, Inc. and 22 Tones.
- Contract: The proposed contract with Pace Systems, Inc.

PROJECT BID OPENING

Bidder Name	Total Bid Amount	Bid Pricing Form	List of Independent Contractors	Reference List	Certificate of Bidder Eligibility	Certificate of Compliance with Illinois Drug Free Act	Certificate Regarding Sexual Harassment Policy	Certificate Regarding Equal Employment Opportunity	Non Collusion Affidavit	Illinois Drug Free Workplace Statement
22 Tones	\$48,064.00 + \$2,240 Alternate	x	n/a	x	x	listed as n/a less than 25 employees	x	x	x	x
Pace Systems, Inc.	\$34,378+\$1,000 alternate	x	n/a	x	x	x	x	x	x	x

Cover Sheet

Request for Proposal:

Meeting Room Audio Visual Upgrades

Interested applicants should submit the following to the Administration office on the 2nd floor of the library:

Northbrook Public Library

1201 Cedar Ln.

Northbrook, IL 60062

Deadline for the RFP July 17, 2024.

- Name of Company _____
- Contact name and title _____
- Address _____

- Phone number _____
- Email _____
- Cost _____

Please submit

See page 4 for details on how to submit a proposal.

Meeting Room Audio Visual Upgrades

The Northbrook Public Library is seeking quotes from qualified audiovisual installers and designers to develop a plan that will help the library upgrade an existing meeting room to allow for hybrid and virtual meetings on Zoom, Google Meet, and other online platforms. We are looking to install audiovisual equipment in our Civic Room to allow us to use the room for a variety of purposes including livestreaming monthly Library Board of Trustees meetings, presenting and recording hybrid lecture programs, and meetings and discussions where participants are present both in person in the library and virtually via Zoom or another platform.

Given the current environment and goals for modern integration, we are seeking guidance from the consultant on best hardware, software, and infrastructure upgrades as well as implementation suggestions and guidance on project scope and management.

Scope of Work

The hired party will be expected to perform the following:

- Provide assessment of our Civic meeting room and equipment recommendations for:
 - Cameras
 - Speakers
 - Microphones
 - Assisted listening device recommendations. We have the Install Listen LT-800-072 listening system in another meeting room in the library.
 - Server infrastructure if needed
 - Low voltage updates if needed
 - Any other equipment needed to ensure the meeting room can be used for virtual and hybrid meetings.
- Use and relocate existing 72" TV monitor in the room.
- Procurement and installation of all specified equipment.
- Provide as built drawings at the end of the project.
- Training to library staff on equipment usage, maintenance, and IT related updates including providing user manuals and quick-reference guides for end-users
- Preventative maintenance plan or support agreement.
- Final project report including user feedback and system adjustments.
- Disconnect electrical connections from the large table in the Civic meeting room.

Alternate Bid Item

The following item should be included as an alternate in the bid:

- **Table Removal and Demolition:**
 - Remove and demolish the large table.
 - Ensure all work is performed safely and in compliance with relevant regulations and standards.

Preferred Qualifications

- Prior experience designing and installing audiovisual systems in meeting rooms, conference centers, or similar environments.
- Ability to recommend systems and platforms specifically for our medium sized meeting room including camera, microphones, speakers, and assistive listening devices tailored to the unique requirement of our Civic Room.
- Extensive knowledge of planning, management, and evaluation skills, particularly in the field of audiovisual and IT infrastructure.
- Relevant experience in integrating audiovisual systems with existing IT networks and ensuring seamless functionality.
- Robust quality assurance processes to organize and manage the project effectively.
- Ability to document information, configurations, and recommendations in a clearly written and comprehensive format.
- Strong project management skills to adhere to timelines, manage budgets, and coordinate with library staff.
- Prior experience working as a consultant for governmental entities such as municipalities, schools, park districts, and libraries.
- Positive references and case studies from similar projects in public or governmental settings.
- Proven ability to provide comprehensive training programs for library staff and technical support for ongoing maintenance and troubleshooting.
- Experience in creating user manuals and quick-reference guides for end-users.

Current Environment

The Northbrook Library serves a community of approximately 35,222 with 115 staff in an over 85,000 square foot building originally built in the 1960s. The library was expanded in 1999 and has undergone renovations since then. Currently, the library is a few years into its master plan to remodel the library. Normally, the library is open 69 hours per week and typically sees 1,500 people a day.

In addition to staff work spaces, the library houses a 225-seat auditorium, three large public meeting rooms, and 18 study rooms of varying sizes.

We are looking to upgrade our Civic Room to provide a better experience for virtual and hybrid meetings including livestreaming of monthly Library Board of Trustees meeting, lecture programs, and discussion programs.

IT Infrastructure

Outsource Solutions Group (OSG) manages our IT infrastructure and provides onsite and remote staff and patron IT support. Recent updates to our IT infrastructure include recabling the building with Cat6 and Cat6a cabling, a Meraki wireless network. We use Barco Clickshare technology in the Civic Room. We have a Listen hearing loop system in another meeting room and would like to install it in the Civic Room. We have a 72" TV monitor that we wish to repurpose for this project.

Timeline

The following is a proposed timeline for selecting a consultant and performing the services outlined in this RFP. The timeline is subject to change based on external factors outside our control and based on the library's needs.

July 2, 2024	RFP released
July 10, 2024 9am	Building Walkthrough
July 17, 2024 10am	RFP responses due
July 18, 2024-July 25, 2024	Library staff bid review
July 29, 2024	Reference checks complete
August 15, 2024	Library Board of Trustees Approves Bid
August 16, 2024	Vendor Hired

Selection Process

How to Submit a Proposal

Library staff will evaluate the RFP responses we receive.

Bids are due on or before July 17, 2024, at 10:00am CST. at which time they will be publicly opened and read.

All bids must be submitted in sealed envelopes. The Bidder will hand deliver or mail **(2)** hard copies as well as **(2)** soft copies on **(2)** USB Flash drives that are labeled with the Bidder's name to the following below:

Northbrook Public Library
 Attn: Kelly Durov
 Administration Office
 1201 Cedar Lane
 Northbrook, IL 60062

Bids must bear the Bidder's name and address, and be clearly marked: "LIBRARY MEETING ROOM AUDIO VISUAL UPGRADES PROJECT DUE July 17, 2024 10:00 A.M."

Bids submitted by fax, electronic, or telephonic means will not be considered. Northbrook Public Library ("Owner") reserves the right to reject any or all bids and to waive any irregularities.

Respondents are encouraged to include technical information in their response instead of marketing information, and are encouraged to be as concise as possible in their response, targeting their response to the specific requirements of this project.

1. Cover Sheet – Provided on pg. 1.
2. Required Bid Submission Documents

As a part of their bid submission, Bidders shall submit the following documents, see forms below:

Documents to Submit	Comments	
<p>Bid Pricing Form - The Bidder must complete, sign and submit the below Bid Pricing Form with the completed bid. All pricing must be inclusive, and include all labor, material, and equipment necessary for all tasks listed in this Scope of Services. Provision of this information assists the Owner in determining whether the Bidder understands the project, whether the costs are fair and reasonable in light of the services to be provided, and provides Library staff with tools to negotiate the final cost.</p>	<p>Must be filled out completely and signed</p>	

List of Independent Contractor(s), Subcontractor(s) or Sub consultant(s), i.e. "Other Contractor"	Must be filled out completely	
Reference List – 3 references are required. The library would prefer that at least one of the references be a governmental entity like municipalities, schools, park districts, and libraries.	Must be filled out completely	
Certificate of Bidder Eligibility	Must be filled out completely and signed and notarized	
Certificate of Compliance with Illinois Drug-Free Workplace Act	Must be filled out completely and signed and notarized	
Certificate Regarding Sexual Harassment Policy	Must be filled out completely and signed and notarized	
Certificate Regarding Equal Employment Opportunity	Must be filled out completely and signed and notarized	
Non-Collusion Affidavit	Must be filled out completely and signed	
Illinois Drug Free Workplace Statement	Must be filled out completely and signed	

2. A concise statement of your firm’s qualifications including a general background, and the firm's current services and recent achievements especially prior experience installing audiovisual equipment in meeting rooms for governmental entities, schools, or hospitals. The statement must also describe your firm’s qualifications for the work described in this request Including experience installing

- cameras, speakers, microphones, listening systems, and related low voltage and IT infrastructure.
3. Document containing an assessment of the library's Civic Room meeting room and recommended audio visual equipment including:
 - Cameras
 - Speakers
 - Microphones
 - Assisted listening device recommendations. We have the Install Listen LT-800-072 listening system in another meeting room in the library.
 - Server infrastructure if needed
 - Low voltage updates if needed
 - Any other equipment needed to ensure the meeting room can be used for virtual and hybrid meetings.
 4. Training plan to hand off to library staff including preventative maintenance plans or support agreements, user manuals and quick guide creation plan, and library staff training.
 5. Project implementation plan including timelines for equipment procurement and installation.
 6. The Bidder acknowledges that by submitting a bid, the Bidders' proposed pricing is bound for 90 days after the Bid Submittal Deadline.

How Proposals will be Evaluated

Proposals will be evaluated and interviews will be conducted by library and information technology staff in accordance with the criteria here:

- A. Responsiveness to this RFP.
- B. Demonstrated knowledge of planning, management, and evaluation skills as well as relevant experience in using them in designing and installing audiovisual systems.
- C. Demonstrated quality and methodology to organizing and managing this project including the ability to document information and recommendations in a clearly written format including written samples of past methodology and plans.
- D. Understanding of the project objectives and scope.
- E. Demonstrated quality assurance processes including the ability to document information, configurations, and recommendations in a clearly written and comprehensive format.
- F. Ability to ensure solid project management including adherence to timelines, budget, and coordinating with library staff.
- G. Capability to offer ongoing technical support and maintenance, and their experience in creating user manuals and quick-reference guides for end-users.
- H. Prior experience as consultant for governmental entities like municipalities, schools, park districts, and libraries.
- I. References from completed consulting projects.

- J. Ability of the consultant to complete the work specified on page 4 in the proposed time frame.
- K. Cost and billing information.

ADVERTISEMENT FOR BIDS

Beginning on July 2, 2024, the Northbrook Public Library [the “Owner”] is accepting bids for the following project:

Meeting Room Audio Visual Upgrades PROJECT

The Project will include designing and installing audio visual equipment to an existing meeting room to enhance virtual and hybrid meetings and events.

A mandatory walk through will be held on July 10, 2024 at 9:00am CST.

Bids are due on or before July 17, 2024, at **10:00am CST**. at which time they will be publicly opened and read.

In sealed envelopes. The Bidder will hand deliver or mail **(2)** hard copies as well as **(2)** soft copies on **(2)** USB Flash drives that are labeled with the Bidder’s name to the following below:

Northbrook Public Library
Attn: Kelly Durov
Administration Office
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Bids submitted by fax, electronic, or telephonic means will not be considered. The Owner reserves the right to reject any or all bids and to waive any irregularities.

Bidders will be required to comply with all laws, including those relating to the employment of labor, and payment of the general prevailing rate of hourly wages in the locality in which the work is to be performed for each craft or type of worker or mechanic needed to execute the contract or perform such work, including the general prevailing rate for legal holiday and overtime work, as ascertained by the Owner or by the Illinois Department of Labor for Cook County, Illinois, shall be paid for each craft or type of worker needed to execute the contract or to perform such work.

Bid specifications may be obtained beginning July 2, 2024 by visiting the Owner’s website at <https://www.northbrook.info/about/bids-proposals>.

Direct any questions to Kelly Durov, Assistant Director of the Northbrook Public Library, kdurov@northbrook.info.

INSTRUCTIONS TO BIDDERS

A. Examination of Bid Documents

Before submitting a bid, Bidders should read this carefully and inform themselves completely of all details outlined herein. The submission of a bid shall be deemed a representation and certification by the Bidder that:

- Bidder has carefully read and fully understands the information provided by the Northbrook Public Library (“Owner”) to serve as the basis for submission of the bid;
- Bidder has the capability to successfully undertake and complete the responsibilities and obligations of the bid being submitted;
- All information contained in the bid is true and correct;
- Bidder did not, in any way, collude, conspire, or agree, directly or indirectly, with any person, firm, corporation or other Bidder in regard to the amount, terms or conditions of the bid; and
- Bidder acknowledges that the Owner has the right to make any inquiry it deems appropriate to substantiate or supplement information supplied by Bidder, Bidder grants the Owner permission to make these inquiries, and Bidder shall provide any and all related documentation in a timely manner.

No request for modification of the bid shall be considered after its submission on grounds that Bidder was not fully informed of any fact or condition.

B. Withdrawal of Bids

Any Bidder may withdraw his or her bid by written request, addressed to the Northbrook Public Library specified in Section XIV at any time prior to the Bid Submittal Deadline.

C. Insurance and Bonds

The successful bidder agrees to obtain insurance and bonds as required under the terms of the Independent Contractor Agreement attached to this Bid Packet.

D. Indemnification

In consideration of the award of the Contract and to the fullest extent permitted by law, the Contractor shall waive any right of contribution against the Owner and agrees to defend, indemnify, and hold harmless the Northbrook Public Library, and each of their respective library trustees, directors, officers, officials, employees, volunteers, and agents (collectively all of the foregoing entities and persons are referred to as the “Indemnitees”) from and against from all claims, actions, damages, losses, costs and

expenses incurred to third parties including but not limited to legal fees (including attorney's and paralegals' fees and court costs), arising out of or resulting from the Contractor's operations or its performance of the Work of the Contract which claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, other than the work itself, including the loss of use therefrom or is attributable to misuse or improper use of patent, trademark or copyright protected material or otherwise protected intellectual property (ii) and, only to the extent such liabilities, damages, losses, and expenses are caused by any wrongful or negligent act or omission of the Contractor, or any subcontractor or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable. Nothing herein shall be construed to require the Contractor to indemnify any indemnitee for that indemnitee's own negligence. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which Indemnitees would otherwise have. The Contractor shall similarly defend, indemnify and hold harmless Indemnitees against and from any and all claims, actions, damages, losses, costs and expenses including but not limited to legal fees, incurred by reason of Contractors' breach of any of its obligations under, or Contractors' failure to perform the Work in accordance with any provision of the Contract. Contractor shall similarly protect, indemnify and hold and save harmless the Owner, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of Contractor's breach of any of its obligations under, or Contractor's default of, any provision of the Contract. The indemnification obligations under this paragraph shall not be limited to in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation or Disability Acts or Employee

F. Taxes

The Owner is exempt from the Illinois Use Tax Act and the Retailer's Occupation Tax.

G. Payment

Payment terms shall be in accordance with the provisions of the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq. and the provisions of Article 12 of the A105-2007, as modified by the Owner.

H. Freedom of Information Act

Contractor agrees to maintain all records and documents for projects of the Owner in compliance with the Freedom of Information Act, 5 ILCS 140/1 et seq. In addition, the Contractor shall produce, without cost to the Owner, records which are responsive to a request received by the Owner under the Freedom of Information Act so that the Owner may provide records to those requesting them within the time frames required. If additional time is necessary to compile records in response to a request, then Contractor shall so notify the Owner and if possible, the Owner shall request an extension so as to comply with the Act. In the event that the Owner is found to have not complied with the Freedom of Information Act based upon Contractor's failure to produce documents or otherwise appropriately respond to a request under the Act, then Contractor shall indemnify and hold the Owner harmless, and pay all amounts

determined to be due including but not limited to fines, costs, attorneys' fees and penalties.

K. Prevailing Wage

To the extent that the Prevailing Wage Act applies, the Contractor shall comply therewith and pay, and require every Subcontractor to pay, the prevailing rates of wages as established by the Illinois Department of Labor for each craft or type of work needed to execute the contract in accordance with 820 ILCS 130/01 et seq. Contractor shall prominently post the current schedule of prevailing wages at the Contract site and shall notify immediately in writing all of its Subcontractors, of all changes in the schedule of prevailing wages. Any increases in costs to Contractor due to changes in the prevailing rate of wage during the terms of any contract shall be at the expense of Contractor and not at the expense of the Owner. Change orders shall, however, be computed using the prevailing wage rates applicable at the time the change order work is scheduled to be performed. Contractor shall be solely responsible to maintain accurate records as required by the prevailing wage statute and to obtain and furnish all such certified records to Owner as required by Statute including certified payroll or, in lieu thereof, a certified letter stating that the Contractor is exempt from the application of the Act. Contractor shall be solely liable for paying the difference between prevailing wages and any wages actually received by laborers, workmen and/or mechanics engaged in the Work and in every way defend and indemnify Owner against any claims arising under or related to the payment of wages in accordance with the Prevailing Wage Act. The Owner agrees to notify the Contractor or Subcontractor of the pendency of any such claim, demand, lien or suit. The Illinois Department of Labor publishes the prevailing wage rates on its website at <http://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx>. The Contractor is advised that the Department revises the prevailing wage rates and the Contractor/subcontractor has an obligation to check the Department's website for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. The Contractor shall also: (1) insert into each subcontract and the project specifications for each subcontract, a written stipulation that the subcontractor shall not pay less than the prevailing rate of wages to all laborers, workers, and mechanics performing work under the contract; and (2) require each subcontractor to insert into each lower-tiered contract and the project specifications for each lower tiered subcontract, a stipulation that the subcontractor shall not pay less than the prevailing rate of wages to all laborers, workers, and mechanics performing work under the contract.

FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

The Owner's Board of Trustees may award a contract to the lowest responsive and responsible Bidder. Only bidders who attend the mandatory walk thru shall be eligible for consideration. Upon acceptance of a bid by the Owner's Board of Trustees to the lowest responsible bidder, a notice of award will be issued within 45 days. No bid shall be withdrawn for a period of sixty (60) calendar days after the opening of bids without the consent of the Owner and all bids shall remain open and subject to acceptance during such period or until actual award of bid, or sooner. Contract documents shall consist of the Independent Contractor Agreement attached to this Notice of Meeting Room Audio Visual Upgrades Project Bid and all related attachments, the Successful Bidder's written bid, bonds, the Drawings, the Specifications any Supplemental Plans, Supplemental Specifications, Bulletins, all Addenda issued prior to and all modifications issued after execution of the Independent Contractor's Agreement and a Purchase Order issued by the Owner's Finance Department.

RIGHTS OF THE OWNER

This Notice of Meeting Room Audio Visual Upgrades Bid does not commit the Owner to enter into a contract, nor does it obligate the Owner to pay for any costs incurred in preparation and submission of bids or in anticipation of a contract. The Owner reserves the right to:

- Make the selection based on its sole discretion;
- Reject any and all bids;
- Issue subsequent Notices Inviting Bids;
- Postpone contract start date for its own convenience;
- Remedy technical errors in the Notice of Meeting Room Audio Visual Upgrades Project Bid process;
- Approve or disapprove the use of particular sub-contractors;
- Negotiate with any, all or none of the Bidders;
- Cancel the Notice of Meeting Room Audio Visual Upgrades Project Bid and reject any and all bids when it's in the best interest of the Owner;
- Waive informalities and irregularities in the bids;
- Enter into an agreement with another Bidder in the event the originally selected Bidder defaults or fails to execute an agreement with the Owner.

An agreement shall not be valid or binding on the Owner unless and until it is executed by authorized representatives of the Owner and of the Bidder.

PUBLIC NATURE OF BID MATERIALS

Responses to this Notice of Meeting Room Audio Visual Upgrades Project Bid become the exclusive property of the Owner. The Owner shall not in any way be liable or responsible for the disclosure of any such bid or portions thereof, if they are not plainly marked as “Confidential,” “Trade Secret,” or “Proprietary” or if disclosure is required under the Illinois Freedom of Information Act (FOIA). Any bid which contains language purporting to render all or significant portions of the bid “Confidential,” “Trade Secret,” or “Proprietary” may be regarded as non-responsive.

COLLUSION

By submitting a bid, each Bidder represents and warrants that its bid is genuine and not a sham or collusive or made in the interest of or on behalf of any person not named therein; that the Bidder has not directly induced or solicited any other person to submit a sham bid or any other person to refrain from submitting a bid; and that the Bidder has not in any manner sought collusion to secure any improper advantage over any other person submitting a bid.

FAIR DEALING / CONFLICT OF INTEREST

The Bidder warrants that no gratuities, in the form of entertainment, gifts or otherwise, were, or shall be offered or given by the Bidder, or any agent or representative of the Bidder to any officer or employee of the City with a view toward securing a recommendation of award or subsequent contract or for securing more favorable treatment with respect to making a recommendation of award.

The Bidder warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under the contract resulting from this Notice of Meeting Room Audio Visual Upgrades Project Bid. The Bidder also warrants that, to the best of its knowledge, no officer, agent or employee of the Owner who shall participate in any decision relating to this Notice of Meeting Room Audio Visual Upgrades Project Bid and the resulting contract, currently has, or shall have in the future, a personal or pecuniary interest in the Bidder’s business.

NON-CONFORMING BID

A bid shall be prepared and submitted in accordance with the provisions of these Notice of Meeting Room Audio Visual Upgrades Project Bid instructions and specifications. Any alteration, omission, addition, variance, or limitation of, from or to a bid may be sufficient grounds for non-acceptance of the bid, at the sole discretion of the Owner.

QUESTIONS REGARDING THE NOTICE OF MEETING ROOM AUDIO VISUAL UPGRADE PROJECT BID

Should discrepancies or omissions be found in this Notice of Meeting Room Audio Visual Upgrades Project Bid or should there be a need to clarify this Notice of Meeting Room Audio Visual Upgrades Project Bid, questions regarding this Notice of Meeting Room Audio Visual Upgrades Project Bid must be put in writing and received by the Owner's contact person identified Section XIV no later than July 17, 2024 (date) 10:00pm CST. Inquiries received after the date and time stated shall not be accepted.

Any interpretations or corrections of the Notice of Meeting Room Audio Visual Upgrades Project Bid shall only be made by an addendum posted online to the Owner's website at <https://www.northbrook.info/about/bids-proposals>. Such addenda shall be considered a part of the Notice of Meeting Room Audio Visual Upgrades Project Bid and must be signed and submitted with the bid.

Oral interpretations or clarifications shall be without legal effect.

Forms

Bid Pricing Forms

BID DUE DATE:

BID TIME: 10:00 AM, local time.

BID TO: **Northbrook Public Library, Civic Room**
1201 Cedar Lane
Northbrook, Illinois 60062

BID FROM:

BID FOR: Notice of Meeting Room Audio Visual Upgrades Project Bid

(BIDDER TO FILL IN)

THE UNDERSIGNED:
Acknowledges receipt of:

_____ Plans and
specifications for the Work indicated above.

Addenda No. _____ Dated: _____

Addenda No. _____ Dated: _____

Addenda No. _____ Dated: _____

Having examined the site of the Work, and having familiarized itself with local conditions affecting the cost of the Work and with all requirements of the bidding documents including Instructions to Bidders, and specifications and duly issued addenda as prepared by the library staff. Limited, hereby agrees to perform all Work and furnish all labor, material and equipment specifically required of itself by the bidding documents and such additional Work as may be included as related requirements in other divisions or sections of the specifications, exclusive of alternate bids.

Agrees:

To furnish and/or install the described material and/or services for a stated lump sum price.

To accept the provisions of the Standard General Conditions of the Construction Contract as amended and specifications and disposition of bid security.

To enter into and execute a contract with the Owner, if awarded on the basis of this bid, and in connection therewith to:

1. Furnish all bonds and insurance required by the bidding documents.
2. Accomplish the Work in accordance with the contract as amended by the Owner.
3. Complete the Work within the contract time herein specified.

Completion Time:

The undersigned agrees to commence and bring all Work under the Contract to Final Completion according to the schedule indicated within this Notice.

Base Bid:

1. For all the Work associated with this project.

The sum of: _____,

Dollars (\$_____)

Subcontractors

Equipment

General Contingency:

This bid shall include in the Base Proposal a construction contingency allowance of Five Thousand Dollars (\$5,000.00), for additional Work that is not defined in the construction documents. The base bid shall not include the cost of any Alternate Bids. This Work may be authorized only by Owner-signed change orders, and the unused amount remaining in this allowance shall be credited to the Owner at the completion of the project by way of deductive Change Order.

Bid Acceptance:

If written notice of the acceptance of this bid is mailed or delivered to the undersigned within the time noted herein, after the date of opening of bids or at any time thereafter before this bid is withdrawn, the undersigned agrees that he will execute an independent contractor's agreement with the Library. This proposal is binding upon the undersigned for 90 days after the Bid Submittal Deadline.

Company:	
Address:	
Contact Person:	
Contact Person's Telephone:	

Signature for Bidders:

If INDIVIDUAL, sign here:

Signature

Date

Post Office Address

If PARTNERSHIP, sign here:

Partners

Signature

Date

Post Office Address

If CORPORATION, sign here (show names of the non-signing officers)

Name of State Where Chartered

Signature

Date: _____

President

Date: _____

Secretary

Date: _____

Treasurer

Date: _____

Post Office Address

AFTER SIGNING, PLEASE SUBMIT ALL PAGES OF THIS BID PRICING FORM, INCLUDING THE SIGNATURE PAGES AND SUBMIT ALL PAGES OF THE NOTICE OF MEETING ROOM AUDIO VISUAL UPGRADES PROJECT BID.

List of Independent Contractor(S), Subcontractor(S) or Sub Consultant(S), I.E. “Other Contractor”

The following are the independent contractor(s), subcontractor(s) or sub-consultant(s) that Bidder proposes to engage for the following types of work. Any type of work not designated below shall be done by the main Contractor listed on the agreement with the Northbrook Public Library.

Work to be Performed by Other Contractor	Name and Address of Other Contractor	Dollar Value of Agreement

Main Contractor Company:	
Main Contractor Address:	

AFTER COMPLETING, PLEASE SUBMIT ALL PAGES OF THIS LIST OF INDEPENDENT CONTRACTOR(S), SUBCONTRACTOR(S) OR SUB-CONSULTANT (S), I .E. “OTHER CONTRACTOR” AND SUBMIT ALL PAGES OF THE Notice Meeting Room Audio Visual Project Upgrades Project Bid

Reference List

Please list three (3) clients, including one (1) public agency client, along with a very brief description of the work, which the Owner may contact regarding the Contractor's work performance.

Reference 1

Agency / City Name:	
Department:	
Contact Person:	
Telephone:	
Email Address:	
Dollar Value of Agreement:	
Date Range of Agreement:	
Nature of Work Performed:	

Reference #2

Agency / City Name:	
Department:	

Contact Person:	
Telephone:	
Email Address:	
Dollar Value of Agreement:	
Date Range of Agreement:	
Nature of Work Performed:	

Reference #3

Agency / City Name:	
Department:	
Contact Person:	
Telephone:	
Email Address:	
Dollar Value of Agreement:	

Date Range of Agreement:	
Nature of Work Performed:	

AFTER COMPLETING, PLEASE SUBMIT ALL PAGES OF THIS REFERENCE LIST AND SUBMIT ALL PAGES OF THE Notice of Meeting Room Audio Visual Upgrades Project Bid

Certificate of Bidder Eligibility

720 ILCS 5/33E-11 requires that all contractors bidding for public agencies in the State of Illinois certify that they are not barred from bidding on public contracts for bid rigging or bid rotation.

The following certification must be signed and submitted with the bidder's bid proposal.
FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION OF THE BIDDER.

_____, as part of its bid for the Meeting Room Audio Visual Upgrades Project work for the Northbrook Public Library, Cook County, Illinois, certifies that said contractor is not barred from bidding on the aforementioned contract as a result of a violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33-E4.

Firm: _____

By: _____
(Signature)

(Printed Name & Title)

SUBSCRIBED and SWORN TO before me

This _____ day of _____, 2024.

NOTARY PUBLIC

Certificate of Compliance with Illinois Drug-Free Workplace Act

_____, having 25 or more employees, does hereby certify pursuant to section 3 of the *Illinois Drug-Free Workplace Act* (30 ILCS 580/3) that it shall provide a drug-free workplace for all employees engaged in the performance of work under the contract by complying with the requirements of the *Illinois Drug-Free Workplace Act* and, further certifies that it is not ineligible for award of this contract by reason of debarment for a violation of the *Illinois Drug-Free Workplace Act*.

Firm: _____

By: _____
(Signature)

(Printed Name & Title)

SUBSCRIBED and SWORN TO before me

This _____ day of _____, 2024.

NOTARY PUBLIC

Certificate Regarding Sexual Harassment Policy

_____, does hereby certify pursuant to Section 2-105 of the *Illinois Human Rights Act* (775 ILCS 5/2-105) that it has a written sexual harassment policy that includes, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) an internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and Human Rights Commission; (vi) directions on how to contact the Department of Human Rights and Human Rights Commission; and (vii) protection against retaliation.

Firm: _____

By: _____
(Signature)

(Printed Name & Title)

SUBSCRIBED and SWORN TO before me

This _____ day of _____, 2024.

NOTARY PUBLIC

Certificate Regarding Equal Employment Opportunity

_____, does hereby certify pursuant to Section 2-105 of the *Illinois Human Rights Act* (775 ILCS 5/2-105) that it has a written equal employment opportunity policy that is in compliance with all terms and conditions of the Equal Employment Opportunity provisions of the Illinois Human Rights Act.

Firm: _____

By: _____
(Signature)

(Printed Name & Title)

SUBSCRIBED and SWORN TO before me

This _____ day of _____, 2024.

NOTARY PUBLIC

Non-Collusion Affidavit

AFFIDAVIT: "I (we) hereby certify and affirm that my (our) proposal was prepared independently for this project and that it contains no fees or amounts other than that for the legitimate execution of this work as specified and that it includes no understanding or agreements in restraint of trade."

The following affidavit must be signed and submitted with the bidder's bid proposal. FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION OF THE BIDDER.

_____, as part of its bid for the Meeting Room Audio Visual Upgrades Project work for Northbrook Public Library certifies that said Contractor is not barred from bidding on the aforementioned contract as a result of a violation of the above Non-Collusion Affidavit.

Firm: _____

By: _____
(Signature)

(Printed Name & Title)

SUBSCRIBED and SWORN TO before me

This _____ day of _____, 2024.

NOTARY PUBLIC

Illinois Drug Free Work Place Statement

1. Notify employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the work place.2. Specifying the actions that will be taken against employees for violating this provision.
3. Notifying the employees that, as a condition of their employment to do work under the contract with the Library, the employee will:
 - a. Abide by the terms of the statement.
 - b. Notify the undersigned of any criminal drug stature conviction for a violation occurring in the work place not later than five (5) days after such a conviction.
4. Establishing a drug free awareness program to inform employees about:
 - a. The dangers of drug abuse in the work place.
 - b. The policy of maintaining a drug-free work place.
 - c. Any available drug counseling, rehabilitation or employee assistance program.
 - d. The penalties that may be imposed upon an employee for drug violations.
5. The undersigned shall provide a copy of the required statement to each employee engaged in the performance of the contract with the library, and shall post the statement in a prominent place in the work place. 6. The undersigned will notify the Library within ten (10) days of receiving notice of an employee's conviction.
7. Make a good faith effort to maintain a drug free work place through the implementation of these policies.
8. The undersigned further affirms that within thirty (30) days after receiving notice of a conviction of a violation of the criminal drug statue occurring in the work place, he shall:
 - a. Take appropriate action against such employee up to and including termination; or
 - b. Require the employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposed by a federal, state, or local health, law enforcement, or other appropriate agency.

IT IS EXPRESSLY UNDERSTOOD THAT THE FOREGOING STATEMENTS AND REPRESENTATIONS AND PROMISES ARE MADE AS A CONDITION TO THE RIGHT OF THE BIDDER TO RECEIVE PAYMENT UNDER ANY AWARD MADE UNDER THE TERMS AND PROVISIONS OF THIS BID.

PRINTED NAME

SIGNATURE:

TITLE: _____

DATE: _____

**DRAFT
INDEPENDENT CONTRACTOR AGREEMENT**

This Independent Contractor Agreement (“Agreement”) is made and entered into as of the ___ day of _____, 2024 by and between the Northbrook Public Library (“**Library**”), an Illinois public library with its offices located at 1201 Cedar Lane, Northbrook, Illinois 60062, and _____ (“**Contractor**”), an Illinois corporation with its principal place of business located at _____. (For conveniences, the Library and Contractor may be referred to individually as “**Party**” and collectively as “**Parties**.”)

NOW THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Library and the Contractor agree as follows:

1 **Work.**

The Library is engaging the Contractor to provide Meeting Room Audio Visual Upgrades specified in the Scope of Work and the Contractor’s Bid Proposal (“**Work**”) as set forth in **Exhibit A**, which is attached hereto and made a part hereof, pursuant to the terms and conditions of this Agreement. The Contractor represents it is financially solvent, has the necessary financial resources, and is sufficiently experienced and competent to perform and complete the Work in accordance with the standards of practice, care, and diligence practiced by recognized companies or firms performing services of a similar nature in existence at the time of performance. The representations and certifications expressed are in addition to any other representations and certifications expressed in this Agreement, or expressed or implied by law, which are reserved to the Library.

2 **Compensation**

2.1 **Pricing.** In consideration for the Contractor’s performance of the Work, the Library will pay Contractor pursuant to the price schedule set forth in **Exhibit B**, which is attached hereto and made a part hereof.

2.2 **Invoicing.** Contractor shall submit invoices to the Library for the Work monthly. The amount billed in any such invoice shall be based on the pricing set forth in **Exhibit B**. The Library shall pay to the Contractor the amount billed pursuant to the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq.)

2.3 **Records.** The Contractor shall maintain records showing actual time devoted and costs incurred and shall permit the authorized representative of the Library to inspect and audit all data and records of the Contractor for the Work performed under the Agreement. The records shall be made available to the Library at reasonable times with advance notice during the Agreement period, stating with specificity the records request, and for three years after the termination of the Agreement.

2.4 **Additional Services.** The Contractor shall not perform or charge the Library for any services outside the scope of this Agreement without the express written authorization of the Library.

3 **Confidentiality**

3.1 **Definitions.** The term "Confidential Information" shall mean information in the possession or under the control of the Library relating to the technical, business or corporate affairs of the Library; Library property; user information, including, without limitation, any information pertaining to usage of the Library's computer system, including and without limitation, any information obtained from server logs or other records of electronic or machine readable form; and the existence of, and terms and conditions of, this Agreement. Library Confidential Information shall not include information that can be demonstrated: (i) to have been rightfully in the possession of the Contractor from a source other than the Library prior to the time of disclosure of said information to the Contractor under this Agreement ("Time of Disclosure"); (ii) becomes publicly known through no fault of Contractor (iii) to have been in the public domain prior to the Time of Disclosure; (iv) to have become part of the public domain after the Time of Disclosure by a publication or by any other means except an unauthorized act or omission or breach of this Agreement on the part of the Contractor or the Library; (v) to have been supplied to the Contractor after the Time of Disclosure without restriction by a third party who is under no obligation to the Library to maintain such information in confidence; (vi) is available to visitors that use the Library; or (vii) are provided by the Library to the Contractor and are not marked "Confidential".

3.2 **No Disclosure of Confidential Information by Contractor.** The Contractor acknowledges that it shall, in performing the Work for the Library under this Agreement, have access to or be directly or indirectly exposed to Confidential Information. The Contractor shall hold confidential all Confidential Information and shall not disclose or use such Confidential Information, except in the performance of the Work, without express prior written consent of the Library. The Contractor shall use reasonable measures, at least as strict as those the Contractor uses to protect its own confidential information. Such measures shall include, without limitation, requiring employees and subcontractors of the Contractor to execute a non-disclosure agreement before obtaining access to Confidential Information. Any such agreement shall also name the Library as a third-party beneficiary.

4 **Term**

4.1 **Term.** This Agreement shall terminate upon completion of the Contractor's Work and the Library's satisfactory acceptance of the Work.

4.2 **Time of Performance.** The Contractor shall commence the Work immediately upon receipt of written notice from the Library that this Agreement has been fully executed by the Parties. The Contractor shall diligently and continuously perform the Work until the completion of the Work, or until the Agreement is terminated pursuant to the provisions of this Agreement.

5 **Termination**

5.1 **Termination for Convenience.** Notwithstanding any other provision in this Agreement, the Library may terminate the Agreement, for any reason, upon providing the Contractor at least thirty (30) days prior written notice, unless the Agreement is sooner terminated by the Library because of the Contractor's material breach of the

Agreement. In the event this Agreement is terminated by the Library for convenience, the Contractor will only be paid for Work actually performed and reimbursable expenses actually incurred, if any, prior to the termination date. The Contractor may terminate the Agreement, but only upon providing at least ninety (90) days prior written notice to the Library.

5.2 Termination for Material Breach. Either Party may terminate this Agreement for cause upon written notice to the other following a material breach of a material provision of this Agreement by such other Party if the breaching Party does not cure such breach within twenty (20) calendar days of receipt of written notice of such breach from the non-breaching Party. In the event that this Agreement is so terminated, the Contractor shall be paid for Work actually performed and reimbursable expenses actually incurred, if any, prior to termination.

5.3 Default. If the Contractor has failed or refused to perform, or has delayed in the performance of the Work with diligence at a rate that assures completion of the Work in full compliance with the requirements of this Agreement, or has otherwise failed, refused, or delayed to perform or satisfy the Work or any other requirement of this Agreement, through no fault of Library ("Event of Default"), and fails to cure any such Event of Default within fourteen (14) calendar days after the Contractor's receipt of written notice of such Event of Default from the Library, stating with specificity the Event of Default, and suggesting a reasonable cure, then the Library shall have the right, without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

A. Cure by Contractor. The Library may require the Contractor, within a reasonable time, to complete or correct all or any part of the Work that are the subject of the Event of Default; and to take any or all other action necessary to bring the Contractor and the Work into compliance with this Agreement.

B. Termination of Agreement by Library. The Library may terminate this Agreement without liability for further payment of to become due under this Agreement.

C. Withholding of Payment by Library. The Library may withhold from any payment, whether or not previously approved, or may recover from the Contractor, any and all costs, including reasonable attorneys' fees and administrative expenses, incurred by the Library as the result of any Event of Default by the Contractor or as a result of actions taken by the Library in response to any Event of Default by the Contractor.

6 **Insurance.**

6.1 Contractor shall, at its sole cost and expense, at all times during the term of this Agreement maintain insurance of the following character:

1. General comprehensive public liability insurance (inclusive of umbrella coverage) against claims for bodily injury, death, or property damage with such insurance to afford protection of not less than \$3,000,000 with respect to bodily injury or death to all persons in any one accident, and not less than the replacement value with respect to property damage in any one occurrence, subject to inflationary increases as required by Library at Library' reasonable discretion in view of what is customary in the local market, or such other amounts in excess of

the amounts set forth above as Library shall reasonably request.

2. Commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident subject to inflationary increases as required by Library or such other amounts in excess of the amounts set forth above as Library shall reasonably request.

3. Workers' compensation and employers liability insurance not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease subject to inflationary increases as required by Library or such other amounts in excess of the amounts set forth above as Library shall reasonably request.

6.2 Such insurance shall be written by companies of recognized financial standing which are "A-" rated or better by a national rating agency and are legally qualified to issue such insurance in the State of Illinois, and Contractor shall provide Library with certificates of insurance, naming as the insured parties thereunder, Library, or its assigns, and Contractor, as their interests may appear. Such insurance may be obtained by Contractor by endorsement on its blanket insurance policies, provided that (a) such blanket policies satisfy the requirements specified herein and (b) Library shall be furnished with the certificate of the insurer to the effect that (c) the amount of insurance is not less than the amount required by this Section. Library shall not be required to prosecute any claim against any insurer or to contest any settlement proposed by any insurer, provided that Contractor may, at its cost and expense, prosecute any such claim or contest any such settlement, and in such event Contractor may bring any such prosecution or contest in the name of Library, Contractor, or both, and Library shall cooperate with Contractor and will join therein at Contractor's written request upon receipt by Library of an indemnity from Contractor against all costs, liabilities, and expenses in connection with such cooperation, prosecution, or contest.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 01, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

Library shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 11 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to Library. Any insurance or self-insurance maintained by Library shall be excess of Contractor's insurance and shall not contribute with it.

If Library has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 11 under the Commercial General and Umbrella Liability Insurance required in this Agreement, Contractor waives all rights against Library and their officers, officials, employees, volunteers, and agents for recovery of damages arising out of or incident to Contractor's performance under this Agreement. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of Library for all activities of the Contractor, its employees, agents, and subcontractors.

6.3 Contractor shall deliver to Library promptly after the execution and delivery of this Agreement the original or duplicate policies or certificates of insurers satisfactory to Library evidencing all the insurance which is then required to be maintained by Contractor hereunder, and Contractor shall, within thirty (30) days prior to the expiration of any such insurance, deliver other original or duplicate policies or other certificates of the insurers evidencing the renewal of such insurance. Should Contractor fail to effect, maintain, or renew any insurance provided for herein, or to pay the premium therefor, or to deliver to Library any of such policies or certificates, Library, at their option, but without obligation so to do, may procure such insurance, and any sums expended by it to procure such insurance shall be reduced from the amount owed for services by Library under this Agreement. Such insurance policy(ies) shall contain a provision that such policy(ies) shall not be canceled or reduced in scope without thirty (30) days prior written notice to Library.

7 **Indemnification of Library by Contractor**

The Contractor shall, without regard to the availability or unavailability of any insurance, either of the Library or the Contractor, indemnify, save harmless, and defend the Library, and its officials, employees, agents, and attorneys against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including attorneys' fees and administrative expenses, that arise, or may be alleged to have arisen, out of or in connection with, the Contractor's performance of, or failure to perform, the Work or any part thereof, whether or not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or fault of the Contractor, except to the extent caused by the sole negligence of the Library. The Contractor's maximum liability for any claimed damages shall not exceed the terms of the policy of insurance carried by the Contractor as required under the terms of this Agreement.

8 **Indemnification of Service Provider by Library.**

The Library shall, without regard to the availability or unavailability of any insurance, either of the Library or the Contractor, indemnify, save harmless, and defend the Contractors, and its officials, employees, agents, and attorneys against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including attorneys' fees and administrative expenses, that arise, or may be alleged to have arisen, out of or in connection with, the Library's failure to perform, except to the extent caused by the sole negligence of the Contractor.

9 **Warranty**

The Contractor warrants that the Work shall be performed in accordance with the highest standards of professional practice, care, and diligence practiced by recognized information technology service provider or firms in performing services of a similar nature in existence at the time of performing the Services, The warranty expressed shall be in addition to any other warranties expressed in this Agreement, or expressed or implied by law, which are hereby reserved unto the Library.

10 **General**

10.1 **Relationship of the Parties.** The Contractor shall act as an independent contractor in providing and performing the Work. Nothing in, nor done pursuant to, this Agreement shall be construed (i) to create the relationship of principal and agent, employer and employee, partners, or joint ventures between the Library and Contractor; or (ii) to create any relationship between the Library and any subcontractor of the Contractor.

10.2 **Third-Party Beneficiary.** No claim as a third-party beneficiary under this Agreement by any person, firm, or corporation other than the Contractor shall be made or be valid against the Library.

10.3 **Amendment.** No amendment or modification to this Agreement shall be effective unless and until such amendment or modification is executed in writing by both Parties.

10.4 **Assignment.** This Agreement may not be assigned by the Contractor without the prior written consent of the Library, which the Library may elect to withhold in its sole discretion.

10.5 **Waiver.** No waiver of any provision of this Agreement shall be deemed to or constitute a waiver of any other provision of this Agreement (whether or not similar) nor shall any such waiver be deemed to or constitute a continuing waiver unless otherwise expressly provided in this Agreement.

10.6 **No Additional Obligation.** The Parties acknowledge and agree that the Library is under no obligation under this Agreement or otherwise to negotiate or enter into any other or additional contracts or agreements with the Contractor or with any vendor solicited or recommended by the Contractor.

10.7 **Mutual Cooperation.** The Library agrees to cooperate with the Contractor in the performance of the Work, including meeting with the Contractor and providing the Contractor with such confidential and non-confidential information that the Library may have that may be relevant and helpful to the Contractor's performance of the Work. The Contractor agrees to cooperate with the Library in the performance of the Work to complete the Work and with any other contractors engaged by the Library.

10.8 **Governing Law and Venue.** This Agreement shall be governed and interpreted according to the laws of the State of Illinois. Any action arising under this Agreement must be brought exclusively in the Circuit Court of Cook County.

10.9 **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes any and all previous or contemporaneous oral or written agreements and negotiations between the Library and the Contractor with respect to the subject matter of this Agreement.

10.10 **Binding Effect.** The terms of this Agreement shall bind and inure to the benefit of the Parties hereto and their agents, successors, and assigns.

10.11 **Severability.** If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the

remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated, to the fullest extent permitted by law.

10.12 Compliance with Laws. Contractor shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Work are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Work, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. Contractor shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with the Contractor's, or its subcontractors', performance of, or failure to perform, the Work or any part thereof. Every provision of law required by law to be inserted into this Agreement shall be deemed to be inserted herein.

10.13 Intellectual Property. The Contractor acknowledges and agrees that all trademarks, service marks, logos, tradenames, and images ("Library Materials") provided by the Library to the Contractor for use in performing the Work created by Contractor are the sole and exclusive property of the Library. The Contractor acknowledges that this Agreement is not a license to use Library Materials except as needed to perform the Work hereunder. If applicable, to the extent the Contractor has agreed to obtain and/or license Third-Party Materials on behalf of the Library, the Contractor shall obtain a license for the Library to use the Third-Party Materials as part of the Work for the specified purpose. "Third-Party Materials" shall include, but are not limited to, computer software, script or programming code or other materials owned by third parties and/or any software available from third parties, that is licensed by Contractor for the benefit of the Library. It is expressly understood that, excluding the Library Materials and Third-Party Materials, the Library and the Contractor may use or share in any improvements or modifications incorporated into any computer software (in object code and source code form), script or programming code used or developed by the Service Provider in providing Services hereunder.

10.14 Ownership. Designs, drawings, plans, specifications, photos, reports, information, observations, records, opinions, communications, digital files, calculations, notes, and any other documents, data, or information, in any form, prepared, collected, or received by the Contractor in connection with any or all of the Work to be performed under this Agreement ("Documents") shall be and remain the exclusive property of the Library. At the Library's request, or upon termination of this Agreement, the Contractor shall cause the Documents to be promptly delivered to the Library, in original format or a suitable electronic format acceptable to the Library.

10.15 Time. Time is of the essence in the performance of this Agreement.

10.16 Conflict Between Agreement and Exhibits. In the event of a conflict between the Agreement and either Exhibit A and/or Exhibit B of this Agreement, the text of this Agreement shall control.

10.17 **Rights Cumulative.** Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other such rights, remedies, and benefits allowed by law.

10.18 **Counterpart Execution.** This Agreement may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

10.19 **Freedom of Information Act.** Contractor may possess certain public records that may be subject to disclosure, in whole or in part, pursuant to records requests submitted pursuant to the Freedom of Information Act, 5 ILCS 140/1, *et seq.* ("FOIA"). Contractor agrees to timely cooperate with the Library and by produce records responsive to a FOIA request within Contractor's possession or custody to the Library, so the Library may comply with FOIA request within the time limits specified in FOIA. If additional time is necessary to compile records in response to a request, then Contractor shall promptly so notify the Library and if possible, the Library shall request an extension so as to comply with FOIA. In the event the Library is found to have not complied with FOIA due to Contractor's failure to produce documents or otherwise appropriately respond to a request under FOIA, then Contractor shall indemnify and hold the Library harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorneys' fees and penalties.

10.20 **Sexual Harassment Policy.** The Contractor certifies that it has a written sexual harassment policy in full compliance with Section 2-105(A)(4) of the Illinois Human Rights Act, 775 ILCS 512-105(A)(4).

10.21 **No Collusion.** The Contractor represents and certifies that the Contractor is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Contractor is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.*; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 *et seq.* The Contractor represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the Library prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that the Contractor has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Contractor shall be liable to the Library for all loss or damage that the Library may suffer, and this Agreement shall, at the Library's option, be null and void.

10.22 **Notice.**

- a. Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail and deposited in the U.S. Mail, postage prepaid, (iv) by facsimile, or (v) by electronic mail ("e-mail"). Facsimile notices shall be deemed valid only to the extent that they are (a) actually received by the individual to whom

addressed and (b) followed by delivery of actual notice in the manner described in either (i), (ii), or (iii) above within three business days thereafter at the appropriate address set forth below. E-mail notices shall be deemed valid and received by the addressee thereof when delivered by e-mail and (a) opened by the recipient on a business day at the address set forth below, and (b) followed by delivery of actual notice in the manner described in either (i), (ii) or (iii) above within three business days thereafter at the appropriate address set forth below. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail. By notice complying with the requirements of this Subsection, each Party shall have the right to change the address or the addressee, or both, for all future notices and communications to such party, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications to the Library shall be addressed to, and delivered at, the following address:

Northbrook Public Library
Attn: Kelly Durov
1201 Cedar Lane
Northbrook, Illinois 60062
Email: kdurov@northbrook.info

With a copy to:

Ancel Glink, P.C.
Attn: W. Britton Isaly
140 S. Dearborn Street, 6th Floor
Chicago, Illinois 60603
Email: Blisaly@ancelglink.com

Notices and communications to the Contractor shall be addressed to, and delivered at, the following address:

Contractor

With a copy to:

Contractor's Attorney

Any notice of breach, or anticipatory breach, shall be provided to the Contractor.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

[INDEPENDENT CONTRACTOR]

NORTHBROOK PUBLIC LIBRARY

Signature: _____

Signature: _____

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

“WORK”

[ATTACH SCOPE OF SERVICES & INDEPENDENT CONTRACTOR’S PROPOSAL]

EXHIBIT B
“PRICING”



22tones / BIP66 llc.



Tony Valente

24700 W. Caine rd.
Ingleside, IL. 60041
224-643-7940
tony@22tones.com

Northbrook Public Library

1201 Cedar Ln
Northbrook, IL. 60062

07/16/2024

Meeting room Proposal

22tones is proud to propose the following system for your meeting space upgrade. 22Tones has been in business for 19 years working in the Retail, Restaurant, Convention, Conferencing and Educational sectors. We have extensive knowledge of control systems including QSC, Extron, Crestron etc. and are certified under many different platforms.

This meeting space was designed with the RFP specifications in mind. It includes all equipment and labor (OFE items excluded) to complete a fully operational and simplistic system.

Functional and equipment descriptions:

The existing 75" Television will be moved to the adjacent wall using a new Chief mounting system. This mount utilizes an articulating arm which allows access to equipment stored behind the TV and within the wall cavity.

Other items will be installed in the IT room equipment rack including a network switch, assisted listening and speaker amplifier.

The OFE Computer is designed to reside behind the TV due to distance for keyboard and mouse and wiring into the TV. The PC needs to be of a smaller form factor as a tower will not fit. If this is an issue, we can discuss alternative options.

6 ceiling speakers distributed evenly will be installed.

Two cameras are included: One is a stationary wide angle camera with digital zoom capabilities. This will be installed in the back of the room to cover the presenter. The second camera is a full PTZ and will be installed over the TV. This will cover the audience and will automatically track to the person speaking. This is accomplished through the Shure MXA920 ceiling mic. It has the ability to locate speakers and tell the camera where to point. We would recommend a third PTZ Camera (not included) to give the far-end user a much more fluid experience and not perceive any camera movement.

A 5" wall mount touchscreen is included in order to perform basic operational tasks (On/Off , Input selection, Volume etc). The system allows for the use of wireless devices (Cell phones, tablets etc) to also control the system remotely.

An assisted listening system is included. This system has two physical devices to be handed out to attendees or they may use their own cell phones to listen to the program through Wifi.

A new Barco Clickshare is included as the existing system is not compatible with this design. This will allow the users laptop to access the microphones and cameras for virtual meetings.

An input plate below the TV is also included in order to plug in directly to the system. This will include an HDMI/USB connection as well as a USB-C connection that does both video and USB control of the cameras and microphones.

Removal of the existing table is not included. This would be an additional \$2240.00.

We appreciate the opportunity to assist with your upgrade, Tony Valente


Certificate of Bidder Eligibility

720 ILCS 5/33E-11 requires that all contractors bidding for public agencies in the State of Illinois certify that they are not barred from bidding on public contracts for bid rigging or bid rotation.

The following certification must be signed and submitted with the bidder's bid proposal.
FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION OF THE BIDDER.

22tones / BIP66 LLC, as part of its bid for the Meeting Room Audio Visual Upgrades Project work for the Northbrook Public Library, Cook County, Illinois, certifies that said contractor is not barred from bidding on the aforementioned contract as a result of a violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33-E4.

Firm: 22tones / BIP66 LLC

By: Anthony Valente 
(Signature)

Anthony Valente
(Printed Name & Title)

*State of IL
County of Lake*

SUBSCRIBED and SWORN TO before me
*This instrument was signed before me
by Anthony Valente*



This 16th day of July, 2024.


NOTARY PUBLIC

Certificate of Compliance with Illinois Drug-Free Workplace Act

NA _____, having 25 or more employees, does hereby certify pursuant to section 3 of the *Illinois Drug-Free Workplace Act* (30 ILCS 580/3) that it shall provide a drug-free workplace for all employees engaged in the performance of work under the contract by complying with the requirements of the *Illinois Drug-Free Workplace Act* and, further certifies that it is not ineligible for award of this contract by reason of debarment for a violation of the *Illinois Drug-Free Workplace Act*.

Firm: _____

By: _____
(Signature)

(Printed Name & Title)

SUBSCRIBED and SWORN TO before me

This _____ day of _____, 2024.

NOTARY PUBLIC

Certificate Regarding Sexual Harassment Policy

22tones / BIP66 LLC, does hereby certify pursuant to Section 2-105 of the *Illinois Human Rights Act* (775 ILCS 5/2-105) that it has a written sexual harassment policy that includes, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) an internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and Human Rights Commission; (vi) directions on how to contact the Department of Human Rights and Human Rights Commission; and (vii) protection against retaliation.

Firm: 22tones / BIP66 LLC

By: Anthony Valente 
(Signature)

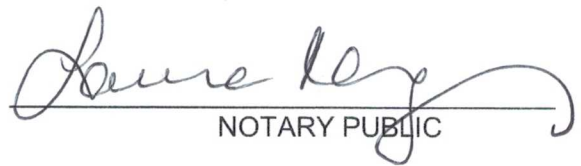
*State of IL
County of Lake*

Anthony Valente
(Printed Name & Title)

SUBSCRIBED and SWORN TO before me
This document was signed before me on 7-16-24 by Anthony Valente.




This 16th day of July, 2024.


NOTARY PUBLIC

Certificate Regarding Equal Employment Opportunity

22tones / BIP66 LLC, does hereby certify pursuant to Section 2-105 of the *Illinois Human Rights Act* (775 ILCS 5/2-105) that it has a written equal employment opportunity policy that is in compliance with all terms and conditions of the Equal Employment Opportunity provisions of the Illinois Human Rights Act.

Firm: 22tones / BIP66 LLC

By: 
(Signature)

Anthony Valente
(Printed Name & Title)

*State of IL -
County of Lake*

SUBSCRIBED and SWORN TO before me
*this instrument was signed before me on
7-16-24 by Anthony Valente*



This 16th day of July, 2024.


NOTARY PUBLIC

Non-Collusion Affidavit

AFFIDAVIT: "I (we) hereby certify and affirm that my (our) proposal was prepared independently for this project and that it contains no fees or amounts other than that for the legitimate execution of this work as specified and that it includes no understanding or agreements in restraint of trade."

The following affidavit must be signed and submitted with the bidder's bid proposal. FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION OF THE BIDDER.

22tones / BIP66 LLC, as part of its bid for the Meeting Room Audio Visual Upgrades Project work for Northbrook Public Library certifies that said Contractor is not barred from bidding on the aforementioned contract as a result of a violation of the above Non-Collusion Affidavit.

Firm: 22tones / BIP66 LLC

By: 
(Signature)

Anthony Valente
(Printed Name & Title)

*State of IL
County of Lake*

SUBSCRIBED and SWORN TO before me
This instrument was acknowledged before me on 7-16-24 by Anthony Valente



This 16th day of July, 2024.


NOTARY PUBLIC

Addendum No. 1

To: All Prospective Bidders

Project: Meeting Room Audio Visual Upgrades

Date: July 11, 2024

This Addendum forms a part of the Original Notice of Meeting Room Audio Visual Upgrades Project Bid and Bid Package (the "Bid Package") issued for the above-referenced project.

1. Clarification of Walk-Through Requirement:

Certain portions of the original Bid Package stated that the walk through scheduled for July 10, 2024, at 9:00 am was mandatory, and that only bidders who attended the walk through would be eligible for consideration by the Library. The mandatory language was included in the Bid Package in error. Attendance at the walk through was not mandatory, but rather was only optional. Submissions from bidders who did not attend the walk through will still be eligible for consideration by the Library as long as they meet the other requirements of the Bid Package.

Please acknowledge receipt of this Addendum by signing below and including a copy with your bid submission.

Signature of Bidder

Name of Bidder

Company Name

Date

All other terms and conditions of the Bid Package remain unchanged.

For any further inquiries, please contact:

Kelly Durov

Assistant Director

kdurov@northbrook.info

Cover Sheet

Request for Proposal:

Meeting Room Audio Visual Upgrades

Interested applicants should submit the following to the Administration office on the 2nd floor of the library:

Northbrook Public Library

1201 Cedar Ln.

Northbrook, IL 60062

Deadline for the RFP July 17, 2024.

- Name of Company Pace Systems, Inc.
- Contact name and title Todd Owen
- Address 2040 Corporate Lane, Naperville, IL 60563
- Phone number 630-395-2202
- Email towen@pace-systems.com
- Cost \$34,378.00

Please submit

See page 4 for details on how to submit a proposal.

Addendum No. 1

To: All Prospective Bidders

Project: Meeting Room Audio Visual Upgrades

Date: July 11, 2024

This Addendum forms a part of the Original Notice of Meeting Room Audio Visual Upgrades Project Bid and Bid Package (the "Bid Package") issued for the above-referenced project.

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Please acknowledge receipt of this Addendum by signing below and including a copy with your bid submission.

Todd A. Owen

Signature of Bidder

Todd A. Owen

Name of Bidder

Pace Systems, Inc.

Company Name

7/16/2024

Date

All other terms and conditions of the Bid Package remain unchanged.

For any further inquiries, please contact:

Kelly Durov

Assistant Director

kdurov@northbrook.info

Forms

Bid Pricing Forms

BID DUE DATE: 7/16/2024

BID TIME: 10:00 AM, local time.

BID TO: **Northbrook Public Library, Civic Room**
1201 Cedar Lane
Northbrook, Illinois 60062

BID FROM: Pace Systems, Inc.

BID FOR: Notice of Meeting Room Audio Visual Upgrades Project Bid

(BIDDER TO FILL IN)

THE UNDERSIGNED:
Acknowledges receipt of:

Todd A. Owen Plans and

specifications for the Work indicated above.

Addenda No. 1 Dated: 7/11/2024

Addenda No. _____ Dated: _____

Addenda No. _____ Dated: _____

Having examined the site of the Work, and having familiarized itself with local conditions affecting the cost of the Work and with all requirements of the bidding documents including Instructions to Bidders, and specifications and duly issued addenda as prepared by the library staff. Limited, hereby agrees to perform all Work and furnish all labor, material and equipment specifically required of itself by the bidding documents and such additional Work as may be included as related requirements in other divisions or sections of the specifications, exclusive of alternate bids.

Agrees:

To furnish and/or install the described material and/or services for a stated lump sum price.

To accept the provisions of the Standard General Conditions of the Construction Contract as amended and specifications and disposition of bid security.

To enter into and execute a contract with the Owner, if awarded on the basis of this bid, and in connection therewith to:

1. Furnish all bonds and insurance required by the bidding documents.
2. Accomplish the Work in accordance with the contract as amended by the Owner.
3. Complete the Work within the contract time herein specified.

Completion Time:

The undersigned agrees to commence and bring all Work under the Contract to Final Completion according to the schedule indicated within this Notice.

Base Bid:

1. For all the Work associated with this project.

The sum of: Thirty Four Thousand, Three Hundred, Seventy Eight Dollars ,

Dollars (\$34,378.00)

Subcontractors

None

Equipment

Attachment

General Contingency:

This bid shall include in the Base Proposal a construction contingency allowance of Five Thousand Dollars (\$5,000.00), for additional Work that is not defined in the construction documents. The base bid shall not include the cost of any Alternate Bids. This Work may be authorized only by Owner-signed change orders, and the unused amount remaining in this allowance shall be credited to the Owner at the completion of the project by way of deductive Change Order.

Bid Acceptance:

If written notice of the acceptance of this bid is mailed or delivered to the undersigned within the time noted herein, after the date of opening of bids or at any time thereafter before this bid is withdrawn, the undersigned agrees that he will execute an independent contractor's agreement with the Library. This proposal is binding upon the undersigned for 90 days after the Bid Submittal Deadline.

Company:	Pace Systems, Inc.
Address:	2040 Corporate Lane, Naperville, IL 60563
Contact Person:	Todd Owen
Contact Person's Telephone:	630-395-2202

Signature for Bidders:

If INDIVIDUAL, sign here:

Signature

Date

Post Office Address

If PARTNERSHIP, sign here:

Partners

Signature

Date

Post Office Address

If CORPORATION, sign here (show names of the non-signing officers)

Name of State Where Chartered
Illinois

Signature *Todd A. Owen*

Date: 7/16/2024

President

Date: _____

Secretary

Date: _____

Treasurer

Date: _____

Post Office Address

AFTER SIGNING, PLEASE SUBMIT ALL PAGES OF THIS BID PRICING FORM, INCLUDING THE SIGNATURE PAGES AND SUBMIT ALL PAGES OF THE NOTICE OF MEETING ROOM AUDIO VISUAL UPGRADES PROJECT BID.

List of Independent Contractor(S), Subcontractor(S) or Sub Consultant(S), I.E. “Other Contractor”

The following are the independent contractor(s), subcontractor(s) or sub-consultant(s) that Bidder proposes to engage for the following types of work. Any type of work not designated below shall be done by the main Contractor listed on the agreement with the Northbrook Public Library.

Work to be Performed by Other Contractor	Name and Address of Other Contractor	Dollar Value of Agreement
N/A		

Main Contractor Company:	
Main Contractor Address:	

AFTER COMPLETING, PLEASE SUBMIT ALL PAGES OF THIS LIST OF INDEPENDENT CONTRACTOR(S), SUBCONTRACTOR(S) OR SUB-CONSULTANT (S), I .E. “OTHER CONTRACTOR” AND SUBMIT ALL PAGES OF THE Notice Meeting Room Audio Visual Project Upgrades Project Bid

Reference List

Please list three (3) clients, including one (1) public agency client, along with a very brief description of the work, which the Owner may contact regarding the Contractor's work performance.

Reference 1

Agency / City Name:	Fountaindale Public Library
Department:	IT
Contact Person:	Tasos Priovolos
Telephone:	630-759-2102
Email Address:	tpriovolos@fountaindale.org
Dollar Value of Agreement:	\$1,000 - \$300,000
Date Range of Agreement:	2018-Present
Nature of Work Performed:	Audio Visual design and integrations

Reference #2

Agency / City Name:	City Colleges of Chicago
Department:	IT / AV / Security
Contact Person:	Diane Minor
Telephone:	312-553-2500
Email Address:	dminor@ccc.org
Dollar Value of Agreement:	\$3,000 - \$2,000,000
Date Range of Agreement:	2008 - Present
Nature of Work Performed:	IT / AV / Security equipment and installations

Reference #3

Agency / City Name:	Pace Suburban Bus Company
Department:	IT
Contact Person:	Liz Grazioso
Telephone:	847-228-2318
Email Address:	Elizabeth.Grazioso@Pacebus.com
Dollar Value of Agreement:	\$2,000 - \$600,000

Date Range of Agreement:	2015 - Present
Nature of Work Performed:	Audio Visual design and integrations

AFTER COMPLETING, PLEASE SUBMIT ALL PAGES OF THIS REFERENCE LIST AND SUBMIT ALL PAGES OF THE Notice of Meeting Room Audio Visual Upgrades Project Bid

Certificate of Bidder Eligibility

720 ILCS 5/33E-11 requires that all contractors bidding for public agencies in the State of Illinois certify that they are not barred from bidding on public contracts for bid rigging or bid rotation.

The following certification must be signed and submitted with the bidder's bid proposal.
FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION OF THE BIDDER.

Pace Systems, Inc., as part of its bid for the Meeting Room Audio Visual Upgrades Project work for the Northbrook Public Library, Cook County, Illinois, certifies that said contractor is not barred from bidding on the aforementioned contract as a result of a violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33-E4.

Firm: Pace Systems, Inc.

By: Todd A. Owen
(Signature)

Todd A. Owen / Sr. Account Manager
(Printed Name & Title)

SUBSCRIBED and SWORN TO before me

This _____ day of _____, 2024.

NOTARY PUBLIC

Certificate of Compliance with Illinois Drug-Free Workplace Act

Pace Systems, Inc., having 25 or more employees, does hereby certify pursuant to section 3 of the *Illinois Drug-Free Workplace Act* (30 ILCS 580/3) that it shall provide a drug-free workplace for all employees engaged in the performance of work under the contract by complying with the requirements of the *Illinois Drug-Free Workplace Act* and, further certifies that it is not ineligible for award of this contract by reason of debarment for a violation of the *Illinois Drug-Free Workplace Act*.

Firm: Pace Systems, Inc.

By: Todd A. Owen
(Signature)

Todd A. Owen / Sr. Account Manager
(Printed Name & Title)

SUBSCRIBED and SWORN TO before me

This _____ day of _____, 2024.

NOTARY PUBLIC

Certificate Regarding Sexual Harassment Policy

Pace Systems, Inc., does hereby certify pursuant to Section 2-105 of the *Illinois Human Rights Act* (775 ILCS 5/2-105) that it has a written sexual harassment policy that includes, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) an internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and Human Rights Commission; (vi) directions on how to contact the Department of Human Rights and Human Rights Commission; and (vii) protection against retaliation.

Firm: Pace Systems, Inc.

By: Todd A. Owen
(Signature)

Todd A. Owen / Sr. Account Manager
(Printed Name & Title)

SUBSCRIBED and SWORN TO before me

This _____ day of _____, 2024.

NOTARY PUBLIC

Certificate Regarding Equal Employment Opportunity

Pace Systems, Inc. _____, does hereby certify pursuant to Section 2-105 of the *Illinois Human Rights Act* (775 ILCS 5/2-105) that it has a written equal employment opportunity policy that is in compliance with all terms and conditions of the Equal Employment Opportunity provisions of the Illinois Human Rights Act.

Firm: Pace Systems, Inc.

By: Todd A. Owen
(Signature)

Todd A. Owen / Sr. Account Manager
(Printed Name & Title)

SUBSCRIBED and SWORN TO before me

This _____ day of _____, 2024.

NOTARY PUBLIC

Non-Collusion Affidavit

AFFIDAVIT: "I (we) hereby certify and affirm that my (our) proposal was prepared independently for this project and that it contains no fees or amounts other than that for the legitimate execution of this work as specified and that it includes no understanding or agreements in restraint of trade."

The following affidavit must be signed and submitted with the bidder's bid proposal. FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION OF THE BIDDER.

Pace Systems, Inc., as part of its bid for the Meeting Room Audio Visual Upgrades Project work for Northbrook Public Library certifies that said Contractor is not barred from bidding on the aforementioned contract as a result of a violation of the above Non-Collusion Affidavit.

Firm: Pace Systems, Inc.

By: Todd A. Owen
(Signature)

Todd A. Owen / Sr. Account Manager
(Printed Name & Title)

SUBSCRIBED and SWORN TO before me

This _____ day of _____, 2024.

NOTARY PUBLIC

Illinois Drug Free Work Place Statement

1. Notify employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the work place.2. Specifying the actions that will be taken against employees for violating this provision.
3. Notifying the employees that, as a condition of their employment to do work under the contract with the Library, the employee will:
 - a. Abide by the terms of the statement.
 - b. Notify the undersigned of any criminal drug stature conviction for a violation occurring in the work place not later than five (5) days after such a conviction.
4. Establishing a drug free awareness program to inform employees about:
 - a. The dangers of drug abuse in the work place.
 - b. The policy of maintaining a drug-free work place.
 - c. Any available drug counseling, rehabilitation or employee assistance program.
 - d. The penalties that may be imposed upon an employee for drug violations.
5. The undersigned shall provide a copy of the required statement to each employee engaged in the performance of the contract with the library, and shall post the statement in a prominent place in the work place. 6. The undersigned will notify the Library within ten (10) days of receiving notice of an employee's conviction.
7. Make a good faith effort to maintain a drug free work place through the implementation of these policies.
8. The undersigned further affirms that within thirty (30) days after receiving notice of a conviction of a violation of the criminal drug statue occurring in the work place, he shall:
 - a. Take appropriate action against such employee up to and including termination; or
 - b. Require the employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposed by a federal, state, or local health, law enforcement, or other appropriate agency.

IT IS EXPRESSLY UNDERSTOOD THAT THE FOREGOING STATEMENTS AND REPRESENTATIONS AND PROMISES ARE MADE AS A CONDITION TO THE RIGHT OF THE BIDDER TO RECEIVE PAYMENT UNDER ANY AWARD MADE UNDER THE TERMS AND PROVISIONS OF THIS BID.

PRINTED NAME Todd A. Owen

SIGNATURE:

Todd A. Owen

TITLE: Sr. Account Manager

DATE: 7/16/2024

**DRAFT
INDEPENDENT CONTRACTOR AGREEMENT**

This Independent Contractor Agreement (“Agreement”) is made and entered into as of the ___ day of _____, 2024 by and between the Northbrook Public Library (“**Library**”), an Illinois public library with its offices located at 1201 Cedar Lane, Northbrook, Illinois 60062, and _____ (“**Contractor**”), an Illinois corporation with its principal place of business located at _____. (For conveniences, the Library and Contractor may be referred to individually as “**Party**” and collectively as “**Parties**.”)

NOW THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Library and the Contractor agree as follows:

1 **Work.**

The Library is engaging the Contractor to provide Meeting Room Audio Visual Upgrades specified in the Scope of Work and the Contractor’s Bid Proposal (“**Work**”) as set forth in **Exhibit A**, which is attached hereto and made a part hereof, pursuant to the terms and conditions of this Agreement. The Contractor represents it is financially solvent, has the necessary financial resources, and is sufficiently experienced and competent to perform and complete the Work in accordance with the standards of practice, care, and diligence practiced by recognized companies or firms performing services of a similar nature in existence at the time of performance. The representations and certifications expressed are in addition to any other representations and certifications expressed in this Agreement, or expressed or implied by law, which are reserved to the Library.

2 **Compensation**

2.1 **Pricing.** In consideration for the Contractor’s performance of the Work, the Library will pay Contractor pursuant to the price schedule set forth in **Exhibit B**, which is attached hereto and made a part hereof.

2.2 **Invoicing.** Contractor shall submit invoices to the Library for the Work monthly. The amount billed in any such invoice shall be based on the pricing set forth in **Exhibit B**. The Library shall pay to the Contractor the amount billed pursuant to the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq.)

2.3 **Records.** The Contractor shall maintain records showing actual time devoted and costs incurred and shall permit the authorized representative of the Library to inspect and audit all data and records of the Contractor for the Work performed under the Agreement. The records shall be made available to the Library at reasonable times with advance notice during the Agreement period, stating with specificity the records request, and for three years after the termination of the Agreement.

2.4 **Additional Services.** The Contractor shall not perform or charge the Library for any services outside the scope of this Agreement without the express written authorization of the Library.

3 **Confidentiality**

3.1 **Definitions.** The term "Confidential Information" shall mean information in the possession or under the control of the Library relating to the technical, business or corporate affairs of the Library; Library property; user information, including, without limitation, any information pertaining to usage of the Library's computer system, including and without limitation, any information obtained from server logs or other records of electronic or machine readable form; and the existence of, and terms and conditions of, this Agreement. Library Confidential Information shall not include information that can be demonstrated: (i) to have been rightfully in the possession of the Contractor from a source other than the Library prior to the time of disclosure of said information to the Contractor under this Agreement ("Time of Disclosure"); (ii) becomes publicly known through no fault of Contractor (iii) to have been in the public domain prior to the Time of Disclosure; (iv) to have become part of the public domain after the Time of Disclosure by a publication or by any other means except an unauthorized act or omission or breach of this Agreement on the part of the Contractor or the Library; (v) to have been supplied to the Contractor after the Time of Disclosure without restriction by a third party who is under no obligation to the Library to maintain such information in confidence; (vi) is available to visitors that use the Library; or (vii) are provided by the Library to the Contractor and are not marked "Confidential".

3.2 **No Disclosure of Confidential Information by Contractor.** The Contractor acknowledges that it shall, in performing the Work for the Library under this Agreement, have access to or be directly or indirectly exposed to Confidential Information. The Contractor shall hold confidential all Confidential Information and shall not disclose or use such Confidential Information, except in the performance of the Work, without express prior written consent of the Library. The Contractor shall use reasonable measures, at least as strict as those the Contractor uses to protect its own confidential information. Such measures shall include, without limitation, requiring employees and subcontractors of the Contractor to execute a non-disclosure agreement before obtaining access to Confidential Information. Any such agreement shall also name the Library as a third-party beneficiary.

4 **Term**

4.1 **Term.** This Agreement shall terminate upon completion of the Contractor's Work and the Library's satisfactory acceptance of the Work.

4.2 **Time of Performance.** The Contractor shall commence the Work immediately upon receipt of written notice from the Library that this Agreement has been fully executed by the Parties. The Contractor shall diligently and continuously perform the Work until the completion of the Work, or until the Agreement is terminated pursuant to the provisions of this Agreement.

5 **Termination**

5.1 **Termination for Convenience.** Notwithstanding any other provision in this Agreement, the Library may terminate the Agreement, for any reason, upon providing the Contractor at least thirty (30) days prior written notice, unless the Agreement is sooner terminated by the Library because of the Contractor's material breach of the

Agreement. In the event this Agreement is terminated by the Library for convenience, the Contractor will only be paid for Work actually performed and reimbursable expenses actually incurred, if any, prior to the termination date. The Contractor may terminate the Agreement, but only upon providing at least ninety (90) days prior written notice to the Library.

5.2 Termination for Material Breach. Either Party may terminate this Agreement for cause upon written notice to the other following a material breach of a material provision of this Agreement by such other Party if the breaching Party does not cure such breach within twenty (20) calendar days of receipt of written notice of such breach from the non-breaching Party. In the event that this Agreement is so terminated, the Contractor shall be paid for Work actually performed and reimbursable expenses actually incurred, if any, prior to termination.

5.3 Default. If the Contractor has failed or refused to perform, or has delayed in the performance of the Work with diligence at a rate that assures completion of the Work in full compliance with the requirements of this Agreement, or has otherwise failed, refused, or delayed to perform or satisfy the Work or any other requirement of this Agreement, through no fault of Library ("Event of Default"), and fails to cure any such Event of Default within fourteen (14) calendar days after the Contractor's receipt of written notice of such Event of Default from the Library, stating with specificity the Event of Default, and suggesting a reasonable cure, then the Library shall have the right, without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

A. Cure by Contractor. The Library may require the Contractor, within a reasonable time, to complete or correct all or any part of the Work that are the subject of the Event of Default; and to take any or all other action necessary to bring the Contractor and the Work into compliance with this Agreement.

B. Termination of Agreement by Library. The Library may terminate this Agreement without liability for further payment of to become due under this Agreement.

C. Withholding of Payment by Library. The Library may withhold from any payment, whether or not previously approved, or may recover from the Contractor, any and all costs, including reasonable attorneys' fees and administrative expenses, incurred by the Library as the result of any Event of Default by the Contractor or as a result of actions taken by the Library in response to any Event of Default by the Contractor.

6 Insurance.

6.1 Contractor shall, at its sole cost and expense, at all times during the term of this Agreement maintain insurance of the following character:

1. General comprehensive public liability insurance (inclusive of umbrella coverage) against claims for bodily injury, death, or property damage with such insurance to afford protection of not less than \$3,000,000 with respect to bodily injury or death to all persons in any one accident, and not less than the replacement value with respect to property damage in any one occurrence, subject to inflationary increases as required by Library at Library' reasonable discretion in view of what is customary in the local market, or such other amounts in excess of

the amounts set forth above as Library shall reasonably request.

2. Commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident subject to inflationary increases as required by Library or such other amounts in excess of the amounts set forth above as Library shall reasonably request.

3. Workers' compensation and employers liability insurance not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease subject to inflationary increases as required by Library or such other amounts in excess of the amounts set forth above as Library shall reasonably request.

6.2 Such insurance shall be written by companies of recognized financial standing which are "A-" rated or better by a national rating agency and are legally qualified to issue such insurance in the State of Illinois, and Contractor shall provide Library with certificates of insurance, naming as the insured parties thereunder, Library, or its assigns, and Contractor, as their interests may appear. Such insurance may be obtained by Contractor by endorsement on its blanket insurance policies, provided that (a) such blanket policies satisfy the requirements specified herein and (b) Library shall be furnished with the certificate of the insurer to the effect that (c) the amount of insurance is not less than the amount required by this Section. Library shall not be required to prosecute any claim against any insurer or to contest any settlement proposed by any insurer, provided that Contractor may, at its cost and expense, prosecute any such claim or contest any such settlement, and in such event Contractor may bring any such prosecution or contest in the name of Library, Contractor, or both, and Library shall cooperate with Contractor and will join therein at Contractor's written request upon receipt by Library of an indemnity from Contractor against all costs, liabilities, and expenses in connection with such cooperation, prosecution, or contest.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 01, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

Library shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 11 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to Library. Any insurance or self-insurance maintained by Library shall be excess of Contractor's insurance and shall not contribute with it.

If Library has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 11 under the Commercial General and Umbrella Liability Insurance required in this Agreement, Contractor waives all rights against Library and their officers, officials, employees, volunteers, and agents for recovery of damages arising out of or incident to Contractor's performance under this Agreement. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of Library for all activities of the Contractor, its employees, agents, and subcontractors.

6.3 Contractor shall deliver to Library promptly after the execution and delivery of this Agreement the original or duplicate policies or certificates of insurers satisfactory to Library evidencing all the insurance which is then required to be maintained by Contractor hereunder, and Contractor shall, within thirty (30) days prior to the expiration of any such insurance, deliver other original or duplicate policies or other certificates of the insurers evidencing the renewal of such insurance. Should Contractor fail to effect, maintain, or renew any insurance provided for herein, or to pay the premium therefor, or to deliver to Library any of such policies or certificates, Library, at their option, but without obligation so to do, may procure such insurance, and any sums expended by it to procure such insurance shall be reduced from the amount owed for services by Library under this Agreement. Such insurance policy(ies) shall contain a provision that such policy(ies) shall not be canceled or reduced in scope without thirty (30) days prior written notice to Library.

7 **Indemnification of Library by Contractor**

The Contractor shall, without regard to the availability or unavailability of any insurance, either of the Library or the Contractor, indemnify, save harmless, and defend the Library, and its officials, employees, agents, and attorneys against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including attorneys' fees and administrative expenses, that arise, or may be alleged to have arisen, out of or in connection with, the Contractor's performance of, or failure to perform, the Work or any part thereof, whether or not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or fault of the Contractor, except to the extent caused by the sole negligence of the Library. The Contractor's maximum liability for any claimed damages shall not exceed the terms of the policy of insurance carried by the Contractor as required under the terms of this Agreement.

8 **Indemnification of Service Provider by Library.**

The Library shall, without regard to the availability or unavailability of any insurance, either of the Library or the Contractor, indemnify, save harmless, and defend the Contractors, and its officials, employees, agents, and attorneys against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including attorneys' fees and administrative expenses, that arise, or may be alleged to have arisen, out of or in connection with, the Library's failure to perform, except to the extent caused by the sole negligence of the Contractor.

9 **Warranty**

The Contractor warrants that the Work shall be performed in accordance with the highest standards of professional practice, care, and diligence practiced by recognized information technology service provider or firms in performing services of a similar nature in existence at the time of performing the Services, The warranty expressed shall be in addition to any other warranties expressed in this Agreement, or expressed or implied by law, which are hereby reserved unto the Library.

10 **General**

10.1 **Relationship of the Parties.** The Contractor shall act as an independent contractor in providing and performing the Work. Nothing in, nor done pursuant to, this Agreement shall be construed (i) to create the relationship of principal and agent, employer and employee, partners, or joint ventures between the Library and Contractor; or (ii) to create any relationship between the Library and any subcontractor of the Contractor.

10.2 **Third-Party Beneficiary.** No claim as a third-party beneficiary under this Agreement by any person, firm, or corporation other than the Contractor shall be made or be valid against the Library.

10.3 **Amendment.** No amendment or modification to this Agreement shall be effective unless and until such amendment or modification is executed in writing by both Parties.

10.4 **Assignment.** This Agreement may not be assigned by the Contractor without the prior written consent of the Library, which the Library may elect to withhold in its sole discretion.

10.5 **Waiver.** No waiver of any provision of this Agreement shall be deemed to or constitute a waiver of any other provision of this Agreement (whether or not similar) nor shall any such waiver be deemed to or constitute a continuing waiver unless otherwise expressly provided in this Agreement.

10.6 **No Additional Obligation.** The Parties acknowledge and agree that the Library is under no obligation under this Agreement or otherwise to negotiate or enter into any other or additional contracts or agreements with the Contractor or with any vendor solicited or recommended by the Contractor.

10.7 **Mutual Cooperation.** The Library agrees to cooperate with the Contractor in the performance of the Work, including meeting with the Contractor and providing the Contractor with such confidential and non-confidential information that the Library may have that may be relevant and helpful to the Contractor's performance of the Work. The Contractor agrees to cooperate with the Library in the performance of the Work to complete the Work and with any other contractors engaged by the Library.

10.8 **Governing Law and Venue.** This Agreement shall be governed and interpreted according to the laws of the State of Illinois. Any action arising under this Agreement must be brought exclusively in the Circuit Court of Cook County.

10.9 **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes any and all previous or contemporaneous oral or written agreements and negotiations between the Library and the Contractor with respect to the subject matter of this Agreement.

10.10 **Binding Effect.** The terms of this Agreement shall bind and inure to the benefit of the Parties hereto and their agents, successors, and assigns.

10.11 **Severability.** If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the

remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated, to the fullest extent permitted by law.

10.12 Compliance with Laws. Contractor shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Work are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Work, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. Contractor shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with the Contractor's, or its subcontractors', performance of, or failure to perform, the Work or any part thereof. Every provision of law required by law to be inserted into this Agreement shall be deemed to be inserted herein.

10.13 Intellectual Property. The Contractor acknowledges and agrees that all trademarks, service marks, logos, tradenames, and images ("Library Materials") provided by the Library to the Contractor for use in performing the Work created by Contractor are the sole and exclusive property of the Library. The Contractor acknowledges that this Agreement is not a license to use Library Materials except as needed to perform the Work hereunder. If applicable, to the extent the Contractor has agreed to obtain and/or license Third-Party Materials on behalf of the Library, the Contractor shall obtain a license for the Library to use the Third-Party Materials as part of the Work for the specified purpose. "Third-Party Materials" shall include, but are not limited to, computer software, script or programming code or other materials owned by third parties and/or any software available from third parties, that is licensed by Contractor for the benefit of the Library. It is expressly understood that, excluding the Library Materials and Third-Party Materials, the Library and the Contractor may use or share in any improvements or modifications incorporated into any computer software (in object code and source code form), script or programming code used or developed by the Service Provider in providing Services hereunder.

10.14 Ownership. Designs, drawings, plans, specifications, photos, reports, information, observations, records, opinions, communications, digital files, calculations, notes, and any other documents, data, or information, in any form, prepared, collected, or received by the Contractor in connection with any or all of the Work to be performed under this Agreement ("Documents") shall be and remain the exclusive property of the Library. At the Library's request, or upon termination of this Agreement, the Contractor shall cause the Documents to be promptly delivered to the Library, in original format or a suitable electronic format acceptable to the Library.

10.15 Time. Time is of the essence in the performance of this Agreement.

10.16 Conflict Between Agreement and Exhibits. In the event of a conflict between the Agreement and either Exhibit A and/or Exhibit B of this Agreement, the text of this Agreement shall control.

10.17 **Rights Cumulative.** Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other such rights, remedies, and benefits allowed by law.

10.18 **Counterpart Execution.** This Agreement may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

10.19 **Freedom of Information Act.** Contractor may possess certain public records that may be subject to disclosure, in whole or in part, pursuant to records requests submitted pursuant to the Freedom of Information Act, 5 ILCS 140/1, *et seq.* ("FOIA"). Contractor agrees to timely cooperate with the Library and by produce records responsive to a FOIA request within Contractor's possession or custody to the Library, so the Library may comply with FOIA request within the time limits specified in FOIA. If additional time is necessary to compile records in response to a request, then Contractor shall promptly so notify the Library and if possible, the Library shall request an extension so as to comply with FOIA. In the event the Library is found to have not complied with FOIA due to Contractor's failure to produce documents or otherwise appropriately respond to a request under FOIA, then Contractor shall indemnify and hold the Library harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorneys' fees and penalties.

10.20 **Sexual Harassment Policy.** The Contractor certifies that it has a written sexual harassment policy in full compliance with Section 2-105(A)(4) of the Illinois Human Rights Act, 775 ILCS 512-105(A)(4).

10.21 **No Collusion.** The Contractor represents and certifies that the Contractor is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Contractor is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.*; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 *et seq.* The Contractor represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the Library prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that the Contractor has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Contractor shall be liable to the Library for all loss or damage that the Library may suffer, and this Agreement shall, at the Library's option, be null and void.

10.22 **Notice.**

- a. Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail and deposited in the U.S. Mail, postage prepaid, (iv) by facsimile, or (v) by electronic mail ("e-mail"). Facsimile notices shall be deemed valid only to the extent that they are (a) actually received by the individual to whom

addressed and (b) followed by delivery of actual notice in the manner described in either (i), (ii), or (iii) above within three business days thereafter at the appropriate address set forth below. E-mail notices shall be deemed valid and received by the addressee thereof when delivered by e-mail and (a) opened by the recipient on a business day at the address set forth below, and (b) followed by delivery of actual notice in the manner described in either (i), (ii) or (iii) above within three business days thereafter at the appropriate address set forth below. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail. By notice complying with the requirements of this Subsection, each Party shall have the right to change the address or the addressee, or both, for all future notices and communications to such party, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications to the Library shall be addressed to, and delivered at, the following address:

Northbrook Public Library
Attn: Kelly Durov
1201 Cedar Lane
Northbrook, Illinois 60062
Email: kdurov@northbrook.info

With a copy to:

Ancel Glink, P.C.
Attn: W. Britton Isaly
140 S. Dearborn Street, 6th Floor
Chicago, Illinois 60603
Email: Blisaly@ancelglink.com

Notices and communications to the Contractor shall be addressed to, and delivered at, the following address:

Contractor

With a copy to:

Contractor's Attorney

Any notice of breach, or anticipatory breach, shall be provided to the Contractor.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

[INDEPENDENT CONTRACTOR]

NORTHBROOK PUBLIC LIBRARY

Signature: Todd A. Owen

Signature: _____

By: Todd A. Owen

By: _____

Title: Sr. Account Manager

Title: _____

Date: 7/16/2024

Date: _____

EXHIBIT A

“WORK”

[ATTACH SCOPE OF SERVICES & INDEPENDENT CONTRACTOR’S PROPOSAL]

EXHIBIT B
“PRICING”



A NEW WAY OF THINKING ABOUT INFRASTRUCTURE

July 16, 2024

RE: CIVIC ROOM A/V UPGRADES SCOPE OF WORK

CIVIC ROOM – Room is driven by a user BYOM-“Bring Your Own Meeting”

- Provide and install 2 new Marshall PTZ cameras for video conferencing
 - Camera equipment will consist of quantity 2 Rally Marshall Lan/USB3.1 5X Zoom Pan/Tilt USB Cameras
 - The Marshall Cameras will be connected to a USB hub
 - 1st Camera will be located left of the Screen at ceiling height
 - 2nd Camera exact location TBD, 25M USB cable is provided for flexibility
- Provide and install a Shure Mic system, in ceiling speakers for the audio solution
 - Install Shure Networked 4 in ceiling speakers
 - Install a Shure MXA920W-S+USB-V bundle
 - Connect the Shure ANI USB Matrix audio system via USB 3.0 to the USB Hub
 - Audio adjustments will be controlled by Users BYOM Device
- Provide and install an Extron 7 Inch Touch display for control 1024x600
 - Will allow for one touch control of audio, cameras and display on and off
 - Will connect to Network via a POE Net gear Switch
 - The touch panel will be installed on a wall near the Display



- Provide a Middle-Atlantic rack
 - Pivoting wall rack and misc. parts to complete
- Provide and install an Extron controller for system control
 - Pace will program Extron Controller with touch panel
- Provide and install a Listen Technologies System
 - Provide and install assisted listening system with hearing loop
 - Provide and install assisted listening signag

BILL OF MATERIALS

Civic Meeting Room				
Item	Manufacturer	Qty	Model #	Description
	Shure	4	MXN5W-C	Networked Loudspeaker
	Shure	1	MXA920W-S+USB-V	Ceiling Array Microphone and 1 ANIUSB-MATRIX
	Listen Technologies	1	LA-125	Antenna Kit for Rack Mount (72 MHz)
	Listen Technologies	1	LA-326	Universal Rack Mounting Kit
	Listen Technologies	2	LR-3200-072	Basic DSP RF Reciver (72 MHZ)
	Listen Technologies	1	LT-803-072	Stationary 3 -Channel RF Transmitter (72 MHz)
	Listen Technologies	2	LA-430	Intelligent Ear Phone/Neck loop landyard
	Extron	1	60-1911-01	IPCP Pro xi Control Processor
	Extron	1	60-1563-03	TLP Pro 725M 7" Wall Mount TouchLink Pro Touchpanel White
	Marshall	2	CV605WH	U3 Compact PTZ USB3.1/HDMI Camera 5X Optical Zoom 1080P -60fos
	Marshall	2	RCM-UNI	Camera Wall Mount Bracket
	Liberty Cable	3	DL-1H1A1U-WRKT-W	DigitLinX HDMI HDBaseT Wall Plate Extension Set with USB
	Liberty Cable	1	DL-N5USB-PHUB	TeamUp+ Series 4 +1 Port Powered USB 3.0 Hub w/Control & Client Switching Capabili
	Netgear	1	MS108EUP	8PT POE++ MULTIGIG PLUS SWCH
	Liberty Cable	1	DL-HD70	DigitLinX HDMI HDBaseT Extension Set w/ Control
	Liberty Cable	2	RJ45-STP-L6	Category 6 shielded 8P8C RJ45 Plug with 360 degree shielding Package
	Middle Atlantic	1	EWR-8-17SD	EWR Series Pivoting Wall Rack - EWR-8-17SD
	Middle Atlantic	1	UTR1	1 RU Mounting Rackshelf
	Tripp lite	1	PDUMH15	Metered 120V 15A 5-15R 13 Outlet 5-15P Horizontal 1URM - horizontal rackmount - p
	OFE	1	70 inch Display	Use existing

****Library to provide (1) power receptacles and (2) data drops at TV location**

Pricing Includes: Procurement and installation of all required AV equipment specific to the above BOM, Engineering, Programming, Project Management, Documentation, Client Training, Freight

EXCLUSIONS:

- Taxes
- Premium and Holiday time
- Power and data
- Conduit raceway
- Any/All Network peripherals and infrastructure unless otherwise noted in specifications
- Permits or performance bonds excluded
- Plywood backing for wall mounted displays
- Any/All Furniture penetrations/millwork
- General Construction including but not limited to flooring, ceilings, walls, plumbing, mechanical, furniture is excluded from this proposal

SUBTOTAL : \$29,378.00
ALLOWANCE: \$5,000.00

TOTAL BID: \$34,378.00

ALTERNATE (Table removal and demolition): \$1,000.00

Todd A. Owen | 312-515-1863 | towen@pace-systems.com

AUDIO VISUAL STANDARD SYSTEM WARRANTY

All components, installation materials, furniture, and/or programming as designed and installed by Pace Systems, Inc. shall be covered against defects in products or workmanship for a period of one (1) year with the exception of exclusions and limitations in the product's warranty. This limited warranty emulates the manufacturer warranty, for the products installed, for one year and adds coverage of parts and labor to the additional items provided by Pace Systems during the installation of the system. This limited warranty becomes valid beginning on date of final sign off and acceptance. This warranty does not provide loaner or replacement equipment when failures occur, nor will any allowance or compensation be made for any downtime due to failures regardless of the cause. Pace Systems will attempt to respond promptly to all properly reported failures; however no specific response time is guaranteed with this limited warranty.

Exclusions

Damage caused by misuse, acts of war/terrorism, abuse, accident, disaster or acts of nature, such as but not limited to, fire, flood, water, wind, and/or lightning. Damaged and/or misplaced equipment as a result of theft or client negligence. Any item that is designed to fail, such as but not limited to, power surge suppressers, power supplies, and fuses. Damage caused by voltage fluctuations such as, but not limited to spikes, brown outs, and/or power failures. For IP systems connected to the client's LAN, all issues related to network traffic, firewalls or existing Ethernet hardware/software shall be excluded. Issues caused by your Satellite, or Cable provider. All consumable items, such as but not limited to, lamps, fuses or batteries. Any repairs or adjustments deemed necessary due to tampering by anyone other than Pace Systems personnel shall not be covered and such tampering will void the Limited System Warranty. For equipment failures, this warranty shall be limited to the definition and length of the warranty coverage provided by the manufacturer of the equipment, unless otherwise stated under the Limited System Warranty paragraph above. In addition, all exclusions, as stated by each manufacturer's warranty for any component within this system, are also excluded under the Pace Systems Limited System Warranty. Applicable Manufacturers warranties are subject to change by the manufacturer at a moment's notice. When/if this should happen to applicable components, said component will be excluded by this warranty.

Special Circumstances

Any existing equipment, referred to as "Owner Furnished Equipment" (OFE), is assumed to be in good working order and within original factory specifications. Any parts, labor, training and/or freight required for OFE is specifically excluded from this warranty, but these services are available on a time and materials basis. Field Service requests during the warranty period for any of the above exclusions, or if determined to be user-error, such as but not limited to, reconnecting cables, replacing batteries, incorrect menu settings or tripped circuit breakers will be subject to Pace Systems' current rates for time and materials. No prior notification of these charges is required by this warranty. Some products may be considered "replacement only," in which case you may be sent a replacement, but no technician will be dispatched.

When You Need Service

Contact the Pace Systems office 630-395-2260, by emailing your request to HelpDesk@pace-systems.com. Requests for service should be initiated by an authorized customer representative who was directly involved at the time of installation, and who is familiar with the failure, and is authorized to approve charges not covered by this limited warranty. Pace Systems is staffed with a dedicated and factory trained technicians. When possible, a technician may attempt to troubleshoot with you telephonically. If determined that further on-site evaluation is needed, Pace Systems Audio Visual Director will dispatch a technician to your location on a first come, first served basis unless an enhanced service level agreement is in effect. In cases of minor problems, you may be requested to return the component to Pace Systems. Pickup and delivery services are available or you may be advised to use a common carrier.

Pace Service Bundle

The Pace Service Bundle is aimed to provide cost savings, flexibility, and rapid response for support, maintenance, and troubleshooting of your various systems.

Overview

This service program gives you long-term protection for your technology investment, and assures your system will always be working at its peak performance.

Service Bundle hours can be used for any of the following:

- Troubleshooting, Technical Support, Field Service
- Preventative Maintenance
- Training and VIP Meeting Services
- Purchasing Repair Parts
- Minor System Programming Modifications

By hiring us using pre-paid service bundles as opposed to hiring us for each individual task, you receive the following benefits:

- Discounted pricing
- Priority email and phone response time
- Priority on-site service time
- Flexibility with how you spend your hours (i.e. you can purchase repair parts directly with hours)

Troubleshooting, Technical Support, Field Service

When possible, a Pace technician will isolate and diagnose the issue via telephone (with an authorized client representative). If the issue is unable to be resolved over the phone, a technician will be dispatched at the first available time to perform additional troubleshooting to ensure the return of full system operability. Requests from clients who have Service Bundle agreements will be handled with top priority.

With the service bundle package, you will receive expedited response times:

- Pace will acknowledge receipt of your issue within 15 minutes of your initial request through helpdesk@pace-systems.com.
- Pace will provide troubleshooting and/or end-user operational guidance on the phone within 4 hours of initial response during normal business hours or on the very next business day if the request is late or after hours.
- Pace will dispatch on-site technicians at the first available time, typically the **next business day**.
- Service requests will be performed Monday through Friday, 8:00am-5:00pm CST, excluding holidays. After hours times are available, but will draw from banks at an increased rate (in which case Pace will inform you what the rate will be).
- All requests from Service Bundle subscribers are handled with top priority internally.

Preventative Maintenance

- Pace can provide on-site maintenance visits as frequently as you see fit, and can recommend common best practices.
- Where applicable, Pace will do things such as update software/firmware, clean components, verify security, align/focus displays, replace/deliver worn out parts, and check and verify system functionality.
- Pace will issue a detailed maintenance report for your records.



Training Services

- Pace can provide on-site training services for your organization for anything related to your existing systems.
- Pace can provide on-site or remote technical support staffing for your events or important meetings.

Purchasing Repair Parts with Hours

- Pace can provide immediate repair/replacement of your unit(s) and/or provide a loaner until such time your device can be repaired by a factory authorized service center or replaced by the manufacturer. Loaner devices may not be the exact make/model but we ensure they will be sufficient to maintain your system operability.
- The cost of repair parts can be deducted from your bank of hours.
- You will have the ability to also purchase common repair parts such as cables, lamp modules, filters, etc., and deduct these costs from your bank of hours, rounded to the nearest ½ hour.
- Pace can include escalated freight to and from the manufacturer on request.
- Pace will use the manufactures' warranties where applicable to prevent unnecessary spend.

Pricing

Standard Pricing Chart		
Investment	Discount	Total
50 Hours	Base Rate	\$7,000.00
100 Hours	3%	\$13,580.00
150 Hours	5%	\$19,950.00
200 Hours	8%	\$25,760.00

These hours are 100% pre-paid in advance, and must be used within the agreement start and end date. If you have remaining hours at termination of the contract, when you purchase a new contract all remaining hours will be rolled into the new contract. You can renew your hours at any time.

The minimum package is 50 hours, but you are not limited to the sizes above. Any hour amounts of 99 hours or less are at the Base Rate of \$140/hr. Any hour amounts of 100 hours or more will be at the appropriate discount to the Base Rate.

You can request a balance report be issued to you at any time for a real-time accounting of hours. An authorized representative from your organization will be determined to authorize the use of these hours. Please note: Some systems may require the need for more than one technician for troubleshooting. When multiple technicians are required, Pace will notify you ahead of time for your approval.

Exclusions

- New System Components, Services, Installation, Configurations, and provisions in addition to what already exists in your systems.
- Issues related to control systems where existing, current, and uncompiled source code is not made available.



Hours Usage Supplement (if needed)

In addition to the standard terms above, this agreement may also explicitly lay out special hours usage rates. For instance, certain types of labor may draw from the time banks at a multiple of or fraction of the standard rate. The following blank lines are meant to address any special cases. Special circumstances not addressed here can be added at any time when mutually agreed upon by the Client and Pace.

Pace Service Bundle Agreement

Agreement Terms	
Client	
Agreement Start Date	__/__/__
Agreement End Date	__/__/__
Number of Hours	__ hours
Price	\$

Client Representative's Name: _____ Title: _____

Signature: _____ Date Signed: _____

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (“Agreement”) is made and entered into as of the 15 day of August, 2024 by and between the Northbrook Public Library (“**Library**”), an Illinois public library with its offices located at 1201 Cedar Lane, Northbrook, Illinois 60062, and Pace Systems, Inc (“**Contractor**”), an Illinois corporation with its principal place of business located at 2040 Corporate Lane, Naperville, IL 60563 _____. (For conveniences, the Library and Contractor may be referred to individually as “**Party**” and collectively as “**Parties.**”)

NOW THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Library and the Contractor agree as follows:

1 Work.

The Library is engaging the Contractor to provide Meeting Room Audio Visual Upgrades specified in the Scope of Work and the Contractor’s Bid Proposal (“**Work**”) as set forth in **Exhibit A**, which is attached hereto and made a part hereof, pursuant to the terms and conditions of this Agreement. The Contractor represents it is financially solvent, has the necessary financial resources, and is sufficiently experienced and competent to perform and complete the Work in accordance with the standards of practice, care, and diligence practiced by recognized companies or firms performing services of a similar nature in existence at the time of performance. The representations and certifications expressed are in addition to any other representations and certifications expressed in this Agreement, or expressed or implied by law, which are reserved to the Library.

2 Compensation

2.1 **Pricing.** In consideration for the Contractor’s performance of the Work, the Library will pay Contractor pursuant to the price schedule set forth in **Exhibit B**, which is attached hereto and made a part hereof.

2.2 **Invoicing.** Contractor shall submit invoices to the Library for the Work monthly. The amount billed in any such invoice shall be based on the pricing set forth in **Exhibit B**. The Library shall pay to the Contractor the amount billed pursuant to the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq.)

2.3 **Records.** The Contractor shall maintain records showing actual time devoted and costs incurred and shall permit the authorized representative of the Library to inspect and audit all data and records of the Contractor for the Work performed under the Agreement. The records shall be made available to the Library at reasonable times with advance notice during the Agreement period, stating with specificity the records request, and for three years after the termination of the Agreement.

2.4 **Additional Services.** The Contractor shall not perform or charge the Library for any services outside the scope of this Agreement without the express written authorization of the Library.

3 Confidentiality

3.1 **Definitions.** The term "Confidential Information" shall mean information in the possession or under the control of the Library relating to the technical, business or corporate affairs of the Library; Library property; user information, including, without limitation, any information pertaining to usage of the Library's computer system, including and without limitation, any information obtained from server logs or other records of electronic or machine readable form; and the existence of, and terms and conditions of, this Agreement. Library Confidential Information shall not include information that can be demonstrated: (i) to have been rightfully in the possession of the Contractor from a source other than the Library prior to the time of disclosure of said information to the Contractor under this Agreement ("Time of Disclosure"); (ii) becomes publicly known through no fault of Contractor (iii) to have been in the public domain prior to the Time of Disclosure; (iv) to have become part of the public domain after the Time of Disclosure by a publication or by any other means except an unauthorized act or omission or breach of this Agreement on the part of the Contractor or the Library; (v) to have been supplied to the Contractor after the Time of Disclosure without restriction by a third party who is under no obligation to the Library to maintain such information in confidence; (vi) is available to visitors that use the Library; or (vii) are provided by the Library to the Contractor and are not marked "Confidential".

3.2 **No Disclosure of Confidential Information by Contractor.** The Contractor acknowledges that it shall, in performing the Work for the Library under this Agreement, have access to or be directly or indirectly exposed to Confidential Information. The Contractor shall hold confidential all Confidential Information and shall not disclose or use such Confidential Information, except in the performance of the Work, without express prior written consent of the Library. The Contractor shall use reasonable measures, at least as strict as those the Contractor uses to protect its own confidential information. Such measures shall include, without limitation, requiring employees and subcontractors of the Contractor to execute a non-disclosure agreement before obtaining access to Confidential Information. Any such agreement shall also name the Library as a third-party beneficiary.

4 Term

4.1 **Term.** This Agreement shall terminate upon completion of the Contractor's Work and the Library's satisfactory acceptance of the Work.

4.2 **Time of Performance.** The Contractor shall commence the Work immediately upon receipt of written notice from the Library that this Agreement has been fully executed by the Parties. The Contractor shall diligently and continuously perform the Work until the completion of the Work, or until the Agreement is terminated pursuant to the provisions of this Agreement.

5 Termination

5.1 **Termination for Convenience.** Notwithstanding any other provision in this Agreement, the Library may terminate the Agreement, for any reason, upon providing the Contractor at least thirty (30) days prior written notice, unless the Agreement is sooner terminated by the Library because of the Contractor's material breach of the

Agreement. In the event this Agreement is terminated by the Library for convenience, the Contractor will only be paid for Work actually performed and reimbursable expenses actually incurred, if any, prior to the termination date. The Contractor may terminate the Agreement, but only upon providing at least ninety (90) days prior written notice to the Library.

5.2 Termination for Material Breach. Either Party may terminate this Agreement for cause upon written notice to the other following a material breach of a material provision of this Agreement by such other Party if the breaching Party does not cure such breach within twenty (20) calendar days of receipt of written notice of such breach from the non-breaching Party. In the event that this Agreement is so terminated, the Contractor shall be paid for Work actually performed and reimbursable expenses actually incurred, if any, prior to termination.

5.3 Default. If the Contractor has failed or refused to perform, or has delayed in the performance of the Work with diligence at a rate that assures completion of the Work in full compliance with the requirements of this Agreement, or has otherwise failed, refused, or delayed to perform or satisfy the Work or any other requirement of this Agreement, through no fault of Library ("Event of Default"), and fails to cure any such Event of Default within fourteen (14) calendar days after the Contractor's receipt of written notice of such Event of Default from the Library, stating with specificity the Event of Default, and suggesting a reasonable cure, then the Library shall have the right, without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

A. Cure by Contractor. The Library may require the Contractor, within a reasonable time, to complete or correct all or any part of the Work that are the subject of the Event of Default; and to take any or all other action necessary to bring the Contractor and the Work into compliance with this Agreement.

B. Termination of Agreement by Library. The Library may terminate this Agreement without liability for further payment of to become due under this Agreement.

C. Withholding of Payment by Library. The Library may withhold from any payment, whether or not previously approved, or may recover from the Contractor, any and all costs, including reasonable attorneys' fees and administrative expenses, incurred by the Library as the result of any Event of Default by the Contractor or as a result of actions taken by the Library in response to any Event of Default by the Contractor.

6 Insurance.

6.1 Contractor shall, at its sole cost and expense, at all times during the term of this Agreement maintain insurance of the following character:

1. General comprehensive public liability insurance (inclusive of umbrella coverage) against claims for bodily injury, death, or property damage with such insurance to afford protection of not less than \$3,000,000 with respect to bodily injury or death to all persons in any one accident, and not less than the replacement value with respect to property damage in any one occurrence, subject to inflationary increases as required by Library at Library' reasonable discretion in view of what is customary in the local market, or such other amounts in excess of

the amounts set forth above as Library shall reasonably request.

2. Commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident subject to inflationary increases as required by Library or such other amounts in excess of the amounts set forth above as Library shall reasonably request.

3. Workers' compensation and employers liability insurance not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease subject to inflationary increases as required by Library or such other amounts in excess of the amounts set forth above as Library shall reasonably request.

6.2 Such insurance shall be written by companies of recognized financial standing which are "A-" rated or better by a national rating agency and are legally qualified to issue such insurance in the State of Illinois, and Contractor shall provide Library with certificates of insurance, naming as the insured parties thereunder, Library, or its assigns, and Contractor, as their interests may appear. Such insurance may be obtained by Contractor by endorsement on its blanket insurance policies, provided that (a) such blanket policies satisfy the requirements specified herein and (b) Library shall be furnished with the certificate of the insurer to the effect that (c) the amount of insurance is not less than the amount required by this Section. Library shall not be required to prosecute any claim against any insurer or to contest any settlement proposed by any insurer, provided that Contractor may, at its cost and expense, prosecute any such claim or contest any such settlement, and in such event Contractor may bring any such prosecution or contest in the name of Library, Contractor, or both, and Library shall cooperate with Contractor and will join therein at Contractor's written request upon receipt by Library of an indemnity from Contractor against all costs, liabilities, and expenses in connection with such cooperation, prosecution, or contest.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 01, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

Library shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 11 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to Library. Any insurance or self-insurance maintained by Library shall be excess of Contractor's insurance and shall not contribute with it.

If Library has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 11 under the Commercial General and Umbrella Liability Insurance required in this Agreement, Contractor waives all rights against Library and their officers, officials, employees, volunteers, and agents for recovery of damages arising out of or incident to Contractor's performance under this Agreement. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of Library for all activities of the Contractor, its employees, agents, and subcontractors.

6.3 Contractor shall deliver to Library promptly after the execution and delivery of this Agreement the original or duplicate policies or certificates of insurers satisfactory to Library evidencing all the insurance which is then required to be maintained by Contractor hereunder, and Contractor shall, within thirty (30) days prior to the expiration of any such insurance, deliver other original or duplicate policies or other certificates of the insurers evidencing the renewal of such insurance. Should Contractor fail to effect, maintain, or renew any insurance provided for herein, or to pay the premium therefor, or to deliver to Library any of such policies or certificates, Library, at their option, but without obligation so to do, may procure such insurance, and any sums expended by it to procure such insurance shall be reduced from the amount owed for services by Library under this Agreement. Such insurance policy(ies) shall contain a provision that such policy(ies) shall not be canceled or reduced in scope without thirty (30) days prior written notice to Library.

7 Indemnification of Library by Contractor

The Contractor shall, without regard to the availability or unavailability of any insurance, either of the Library or the Contractor, indemnify, save harmless, and defend the Library, and its officials, employees, agents, and attorneys against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including attorneys' fees and administrative expenses, that arise, or may be alleged to have arisen, out of or in connection with, the Contractor's performance of, or failure to perform, the Work or any part thereof, whether or not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or fault of the Contractor, except to the extent caused by the sole negligence of the Library. The Contractor's maximum liability for any claimed damages shall not exceed the terms of the policy of insurance carried by the Contractor as required under the terms of this Agreement.

8 Indemnification of Service Provider by Library.

The Library shall, without regard to the availability or unavailability of any insurance, either of the Library or the Contractor, indemnify, save harmless, and defend the Contractors, and its officials, employees, agents, and attorneys against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including attorneys' fees and administrative expenses, that arise, or may be alleged to have arisen, out of or in connection with, the Library's failure to perform, except to the extent caused by the sole negligence of the Contractor.

9 Warranty

The Contractor warrants that the Work shall be performed in accordance with the highest standards of professional practice, care, and diligence practiced by recognized information technology service provider or firms in performing services of a similar nature in existence at the time of performing the Services, The warranty expressed shall be in addition to any other warranties expressed in this Agreement, or expressed or implied by law, which are hereby reserved unto the Library.

10 General

10.1 **Relationship of the Parties.** The Contractor shall act as an independent contractor in providing and performing the Work. Nothing in, nor done pursuant to, this Agreement shall be construed (i) to create the relationship of principal and agent, employer and employee, partners, or joint ventures between the Library and Contractor; or (ii) to create any relationship between the Library and any subcontractor of the Contractor.

10.2 **Third-Party Beneficiary.** No claim as a third-party beneficiary under this Agreement by any person, firm, or corporation other than the Contractor shall be made or be valid against the Library.

10.3 **Amendment.** No amendment or modification to this Agreement shall be effective unless and until such amendment or modification is executed in writing by both Parties.

10.4 **Assignment.** This Agreement may not be assigned by the Contractor without the prior written consent of the Library, which the Library may elect to withhold in its sole discretion.

10.5 **Waiver.** No waiver of any provision of this Agreement shall be deemed to or constitute a waiver of any other provision of this Agreement (whether or not similar) nor shall any such waiver be deemed to or constitute a continuing waiver unless otherwise expressly provided in this Agreement.

10.6 **No Additional Obligation.** The Parties acknowledge and agree that the Library is under no obligation under this Agreement or otherwise to negotiate or enter into any other or additional contracts or agreements with the Contractor or with any vendor solicited or recommended by the Contractor.

10.7 **Mutual Cooperation.** The Library agrees to cooperate with the Contractor in the performance of the Work, including meeting with the Contractor and providing the Contractor with such confidential and non-confidential information that the Library may have that may be relevant and helpful to the Contractor's performance of the Work. The Contractor agrees to cooperate with the Library in the performance of the Work to complete the Work and with any other contractors engaged by the Library.

10.8 **Governing Law and Venue.** This Agreement shall be governed and interpreted according to the laws of the State of Illinois. Any action arising under this Agreement must be brought exclusively in the Circuit Court of Cook County.

10.9 **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes any and all previous or contemporaneous oral or written agreements and negotiations between the Library and the Contractor with respect to the subject matter of this Agreement.

10.10 **Binding Effect.** The terms of this Agreement shall bind and inure to the benefit of the Parties hereto and their agents, successors, and assigns.

10.11 **Severability.** If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the

remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated, to the fullest extent permitted by law.

10.12 Compliance with Laws. Contractor shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Work are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Work, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. Contractor shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with the Contractor's, or its subcontractors', performance of, or failure to perform, the Work or any part thereof. Every provision of law required by law to be inserted into this Agreement shall be deemed to be inserted herein.

10.13 Intellectual Property. The Contractor acknowledges and agrees that all trademarks, service marks, logos, tradenames, and images ("Library Materials") provided by the Library to the Contractor for use in performing the Work created by Contractor are the sole and exclusive property of the Library. The Contractor acknowledges that this Agreement is not a license to use Library Materials except as needed to perform the Work hereunder. If applicable, to the extent the Contractor has agreed to obtain and/or license Third-Party Materials on behalf of the Library, the Contractor shall obtain a license for the Library to use the Third-Party Materials as part of the Work for the specified purpose. "Third-Party Materials" shall include, but are not limited to, computer software, script or programming code or other materials owned by third parties and/or any software available from third parties, that is licensed by Contractor for the benefit of the Library. It is expressly understood that, excluding the Library Materials and Third-Party Materials, the Library and the Contractor may use or share in any improvements or modifications incorporated into any computer software (in object code and source code form), script or programming code used or developed by the Service Provider in providing Services hereunder.

10.14 Ownership. Designs, drawings, plans, specifications, photos, reports, information, observations, records, opinions, communications, digital files, calculations, notes, and any other documents, data, or information, in any form, prepared, collected, or received by the Contractor in connection with any or all of the Work to be performed under this Agreement ("Documents") shall be and remain the exclusive property of the Library. At the Library's request, or upon termination of this Agreement, the Contractor shall cause the Documents to be promptly delivered to the Library, in original format or a suitable electronic format acceptable to the Library.

10.15 Time. Time is of the essence in the performance of this Agreement.

10.16 Conflict Between Agreement and Exhibits. In the event of a conflict between the Agreement and either Exhibit A and/or Exhibit B of this Agreement, the text of this Agreement shall control.

10.17 **Rights Cumulative.** Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other such rights, remedies, and benefits allowed by law.

10.18 **Counterpart Execution.** This Agreement may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

10.19 **Freedom of Information Act.** Contractor may possess certain public records that may be subject to disclosure, in whole or in part, pursuant to records requests submitted pursuant to the Freedom of Information Act, 5 ILCS 140/1, *et seq.* ("FOIA"). Contractor agrees to timely cooperate with the Library and by produce records responsive to a FOIA request within Contractor's possession or custody to the Library, so the Library may comply with FOIA request within the time limits specified in FOIA. If additional time is necessary to compile records in response to a request, then Contractor shall promptly so notify the Library and if possible, the Library shall request an extension so as to comply with FOIA. In the event the Library is found to have not complied with FOIA due to Contractor's failure to produce documents or otherwise appropriately respond to a request under FOIA, then Contractor shall indemnify and hold the Library harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorneys' fees and penalties.

10.20 **Sexual Harassment Policy.** The Contractor certifies that it has a written sexual harassment policy in full compliance with Section 2-105(A)(4) of the Illinois Human Rights Act, 775 ILCS 512-105(A)(4).

10.21 **No Collusion.** The Contractor represents and certifies that the Contractor is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Contractor is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.*; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 *et seq.* The Contractor represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the Library prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that the Contractor has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Contractor shall be liable to the Library for all loss or damage that the Library may suffer, and this Agreement shall, at the Library's option, be null and void.

10.22 **Notice.**

- a. Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail and deposited in the U.S. Mail, postage prepaid, (iv) by facsimile, or (v) by electronic mail ("e-mail"). Facsimile notices shall be deemed valid only to the extent that they are (a) actually received by the individual to whom

addressed and (b) followed by delivery of actual notice in the manner described in either (i), (ii), or (iii) above within three business days thereafter at the appropriate address set forth below. E-mail notices shall be deemed valid and received by the addressee thereof when delivered by e-mail and (a) opened by the recipient on a business day at the address set forth below, and (b) followed by delivery of actual notice in the manner described in either (i), (ii) or (iii) above within three business days thereafter at the appropriate address set forth below. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail. By notice complying with the requirements of this Subsection, each Party shall have the right to change the address or the addressee, or both, for all future notices and communications to such party, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications to the Library shall be addressed to, and delivered at, the following address:

Northbrook Public Library
Attn: Kelly Durov
1201 Cedar Lane
Northbrook, Illinois 60062
Email: kdurov@northbrook.info

With a copy to:

Ancel Glink, P.C.
Attn: W. Britton Isaly
140 S. Dearborn Street, 6th Floor
Chicago, Illinois 60603
Email: WIsaly@ancelglink.com

Notices and communications to the Contractor shall be addressed to, and delivered at, the following address:

Contractor

With a copy to:

Contractor's Attorney

Any notice of breach, or anticipatory breach, shall be provided to the Contractor.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

[INDEPENDENT CONTRACTOR]

NORTHBROOK PUBLIC LIBRARY

Signature: _____

Signature: _____

By: _____

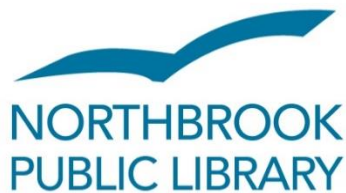
By: _____

Title: _____

Title: _____

Date: _____

Date: _____



Memorandum

DATE: August 8, 2024

TO: Board of Trustees

FROM: Kate Hall, Executive Director

RE: Civic Foundation Memorandum of Understanding

As I shared last month, the Northbrook Civic Foundation is in need of a place to host their monthly meetings. They have two meetings a month, one for the general membership meeting and one for the Northbrook Days Committee. They would like to meet at the library and while we do allow room bookings, we limit how far in advance rooms can be booked.

As a longtime partner and in recognition of their help in founding the library back in 1952, I am recommending the board approve a Memorandum of Understanding with the Civic Foundation that will honor this longstanding partnership and collaboration and modify our typical meeting room rental requirements.

The MOU allows for Civic to book the rooms for the year and also gives them more leeway with who can check in for a room rental. We typically limit people who can check in to 1-2 people, but will allow anyone from the Board of the foundation to be able to check in. They will provide an updated list for us annually of who the board members are. I have spoken with members of the Civic Board and they understand that they need to comply with the other provisions laid out in the Room Rental Policy.

There is minimal additional effort on our part and Civic does not have a need for any storage or additional modifications to our typical room bookings. Staff are prepared to add this to our regular workload. If Civic needs additional rooms beyond these two monthly meetings, they would book a room through our regular room rental policy process.

The MOU is attached and I am asking for the board's approval.

Room Rental Memorandum of Understanding

This Memorandum of Understanding ("MOU") is entered into as of the 15th day of August, 2024, by and between Northbrook Public Library, an Illinois local library (hereinafter referred to as "Library"), and Northbrook Civic Foundation, a 501(c)(3) non-profit organization incorporated in the State of Illinois (hereinafter referred to as "Civic"). The Library and Civic may be referred to individually as "Party" or jointly as "Parties" throughout this MOU.

WHEREAS, the Library operates and maintains facilities located at 1201 Cedar Lane, Northbrook, Illinois, and is governed by the Illinois Local Library Act, which empowers the Library to contract with entities for carrying out its responsibilities, 75 ILCS 5/4-7(8); and

WHEREAS, Civic has historically contributed to the formation and ongoing support of the Library, fostering a significant partnership aimed at community enrichment; and

WHEREAS, Civic requires access to meeting room facilities at the Library for conducting its board and general membership meetings, as well as other related activities; and

WHEREAS, the Library wishes to support Civic by providing access to its meeting rooms under specific terms that recognize the longstanding relationship between the two entities.

NOW, THEREFORE, the Parties agree as follows:

Article 1 Rights

The Library hereby grants Civic a non-exclusive, revocable license to use the meeting rooms at the Library (the "Licensed Premises") for the Permitted Uses as described herein. This License is subject to compliance with all Library policies, except as specifically modified by this MOU.

Article 2 Commencement

This MOU shall commence on the date written below and shall continue in effect for a period of 5 years unless earlier terminated by either Party upon sixty (60) days' written notice to the other Party.

Article 3 Use of Licensed Premises

3.1 Permitted Uses

Civic is authorized to use the Licensed Premises for conducting its scheduled board meetings and general membership meetings, as well as for monthly Northbrook Days meetings.

3.2 Meeting Schedule

Civic's meetings will be held according to the schedule provided by Civic at least thirty (30) days prior to the beginning of each calendar year. The Library agrees to make the Licensed Premises available for these meetings and will book the rooms for Civic. In the event of a cancellation or change, Civic shall promptly notify the Library, which reserves the right to open the rooms for rental or use by other patrons or groups in its sole discretion. In the event of an unexpected closure of the Library on a meeting date, the Library shall notify Civic as soon as possible. Civic shall be responsible for notifying members of their group of any cancellation.

3.3 Setup

Civic shall furnish an updated list of board members with contact information to the Library at least fourteen (14) days prior to the beginning of each calendar year. All board members shall be authorized to check-in for the meeting room and shall be listed on the booking as authorized agents for the booking.

Article 4 Compliance with Policies

4.1 Civic agrees to adhere to all applicable Library policies regarding the use of meeting rooms, as documented in the Library's "Room Rentals Policy," with agreed-upon exceptions regarding booking procedures and set-up as specified in this MOU. A copy of the Room Rentals Policy is attached to this MOU as Appendix A.

Article 5 Miscellaneous

6.1 In the event of any conflict between this MOU and other Library policies, the terms of this MOU shall prevail.

6.2 This MOU may be amended only by written agreement signed by authorized representatives of both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding as of the latest date listed below.

NORTHBROOK PUBLIC LIBRARY

By: _____

Name:

Title:

Date:

NORTHBROOK CIVIC FOUNDATION

By: _____

Name:

Title:

Date:

APPENDIX A

Room Rentals Policy

402: Room Rentals

Created:	March 2020	Updated:	February 2022, March 2024
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The Northbrook Public Library offers rental space in order to support our mission to provide an environment where community members can come together.

Availability and Use

Room availability is as follows:

- Auditorium (Seats 225)
- Civic Room (Seats 40)
- Collaboratory (not available to outside organizations)
- Pollak Room A&B (Seats 100)
- Pollak Room A (Seats 50)
- Pollak Room B (Seats 50)
- Interactive Classroom (Seats 32)
- Youth Services Activity Room (not available to outside organizations)

Priority for any space is given first to library and library sponsored or co-sponsored functions, including functions of the Northbrook Public Library Foundation.

The library makes select spaces available as “limited forums” for meetings and programs to:

1. Friends of the Northbrook Public Library programs, meetings or activities;

2. Meetings of municipalities, agencies or departments of local government located within the library boundaries;
3. Meetings of organizations whose purposes are educational, cultural or civic in nature and/or classified as a non-profit 501 (c)(3);
4. Businesses within the district boundaries.
5. Northbrook Public Library card holders for programs, meetings, activities, or events in line with the mission of the library.

Permission to use the space does not imply endorsement of an outside organization by the library.

Restrictions

The library's spaces may not be used for:

1. The sale or promotion of commercial products or services including informational or educational offerings held for the ultimate purpose of soliciting sales.
2. Social meetings or private parties, including, but not limited to birthday and graduation parties, and showers;
3. Groups who have no members residing within the Northbrook Public Library boundaries;
4. Religious worship services or proselytizing; or
5. Any illegal activities.

General Rules and Regulations

1. Use of the Northbrook Public Library rental spaces shall be in accordance with Article VI of the ALA Library Bill of Rights.
(<https://www.northbrook.info/about/policies/ala-library-bill-rights>)

2. The Northbrook Public Library complies with the Americans with Disabilities Act by making reasonable accommodations for people with disabilities and all patrons holding public meetings are responsible for complying with the provisions of the Americans with Disabilities Act, which require that a meeting or materials at a meeting be provided in an accessible format in response to a request.
3. Any groups wishing to show a film or documentary must provide the library with proof that they have obtained the public performance rights for the movie.
4. Storage is not available before or after room use. The library is not responsible for the safety of or damage to personal property.
5. Library meeting rooms may not be used for the sale, advertising, solicitation, or promotion of any products or services unless approved in advance by the Executive Director or their designated representative and it is determined that this activity aligns with the mission of the library to provide information and resources to the community.
6. Donations may be taken if approved in advance by the Executive Director or as otherwise allowed by law.
7. Organizations meeting in the library may not use the library as a mailing address or telephone number. The telephone facilities of the library shall not be available to the persons meeting in the building.
8. Food and drink except covered water bottles are not allowed in the Auditorium.
9. All those present must abide by the library's Public Code of Behavior policy (<https://www.northbrook.info/about/policies/public-code-behavior>).
10. Renters may conduct ticket sales provided that the booking group is solely responsible for sales and money handling. The library will not provide support for ticket sales in the form of staff time, library technology and resources, or library facilities.
11. Bringing animals, other than service animals necessary for a disability, into the library is prohibited, except as authorized by the Executive Director.

12. Posted occupancy limits must be observed and enforced by the signee.

Reservation Process

Reservations for the Interactive Classroom, Pollak Room or Civic Room must be completed by a Northbrook resident 18 years or older with a valid Northbrook Public Library card in good standing. Reservations for the Auditorium must be completed by a Northbrook resident 21 years or older with a valid Northbrook Public Library card in good standing. The library has full discretion to approve room usage.

Fees & Fines

Fees and fines for room usage are detailed in the 303 Fines & Fees policy and are based on a cost recovery model. The library reserves the right to charge additional fees if needed to ensure compliance with any applicable local, state or federal laws or in the interest of safety.

Equal Opportunity

Rental spaces are available on an equitable basis to community groups regardless of the beliefs or affiliations of the group. The Northbrook Public Library provides access to all patrons, regardless of race, creed, color, national origin, religion, marital status, sexual orientation, gender, gender identity/expression, physical appearance, physical or mental ability, socioeconomic level, education level and any other legally protected characteristics. However, the library does not guarantee availability to any individual citizen or group.

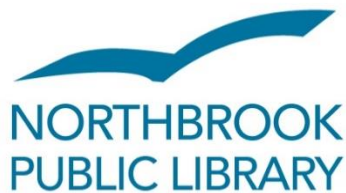
Liability

The organization or individual agrees to indemnify and hold harmless the Northbrook Public Library from any loss, cost, expense or damage occasioned by the use of the meeting room. Auditorium rentals require additional insurance by the renter.

In addition, each group or organization using the library rental spaces shall be responsible for damage to the room and its contents, including any library equipment, used by the group. A charge will be assessed for any special cleaning, repairs, or replacements made necessary by a group.

Withdrawal of Privileges

Failure to abide by the requirements and regulations set forth in this policy will result in a possible charge or revocation of meeting room privileges.



Memorandum

DATE: August 1, 2024

TO: Board of Trustees

FROM: Kate Hall, Executive Director

RE: Data Dashboard

As part of our strategic plan goal 2.2 To Foster a Culture of Shared Growth and Learning, one of our year one activities is to collaborate with an external vendor to reestablish methodology and reporting for monthly statistics. I am including a proposal from Mallory Edgar at 5th Star Collective to do this work.

I have had the opportunity to work with Mallory over the past three years as she has helped us streamline the Illinois Libraries Present data collection and dissemination, creating this wonderful data dashboard that we share with member libraires:

<https://lookerstudio.google.com/u/0/reporting/6c2c7c91-37dc-46dd-b01d-3b88268159af?s=g5Qb2PpX3-Q>

We were looking for a way to increase the efficiency of how we collect and report on statistics and also looked at how we can utilize the statistics we are gathering to measure the effectiveness of our strategic plan work. Mallory will help us create an accessible dashboard that will give staff and board the opportunity to look at both immediate impacts and longer trends. The dashboard will give us a tool to help hold us accountable as we work on the strategic plan.

The proposal is for a cost not to exceed \$23,700 and the cost is included in this year's budget as part of our strategic planning initiatives. I am asking the board to approve this proposal from 5th Star Collective and am happy to answer any questions on the work being done.



Mallory S. Edgar, MPH
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Chicago, IL 60647
217-257-3698
mallory@fifthstarcollective.com

Service Contract — Northbrook Public Library Monthly Statistics Project

July 30, 2024

Introduction

Thank you for the opportunity to work with Northbrook Public Library! This document outlines the services, fees, and terms for a contract in which Fifth Star Collective, PLLC (hereafter referred to as “FSC”) will provide support to Northbrook Public Library (hereafter referred to as “NPL”) around the development of tools and processes for compiling, managing, and visualizing key library data that are necessary for monitoring and reporting. All elements of this contract are open to negotiation.

Consultant Background

Fifth Star Collective is a consulting company that works primarily with nonprofit organizations in the public health, human service, and public library fields, helping teams improve their capacity to plan for and evaluate the important work they do with and for communities. FSC’s service portfolio includes strategic planning, monitoring and evaluation, and data services, as well as support with technical writing and editing.

FSC is a two-person team with nearly 30 years of combined experience in the public health and social work fields. Co-Founder & Consultant, **Mallory Edgar**, has more than a decade of experience in nonprofit, governmental, and academic settings in the public health field and five years of experience in the public library field. During this time, she has held a variety of positions, with her work including program planning, evaluation, data analytics and visualization, mixed methods research, direct service, and people and project management. Mallory has a Master of Public Health from the University of Michigan and a Bachelor of Arts in sociology and gender & women’s studies from the University of Illinois at Urbana-Champaign.

Services & Deliverables

As of the effective date named in this contract between FSC and NPL, FSC will be available to provide the following services, with work anticipated to be performed September 2024 - January 2025. All services described below will be performed solely by FSC Co-Founder & Consultant Mallory Edgar. Other related tasks not specifically outlined below may also be completed, as mutually agreed upon by FSC and NPL.

Description	Deliverables	Estimated Time	Estimated Cost
<p>Data Landscape Analysis & Initial Project Planning — Before any work can begin on editing existing or creating new data tools and procedures for NPL, FSC first needs to develop a clear understanding of NPL’s current data landscape and its vision for future improvements. To that end, FSC will meet with the NPL Executive Director, Assistant Director, and other relevant manager-level staff to 1) review current data/evaluation practices (ie., what is and is not collected, what tools are used for collecting/managing/sharing data, what staff are responsible for these activities, etc.) and 2) clarify the library’s data priorities with respect to ongoing data collection/management and monthly data sharing, including discussing what can/should drive these priorities (e.g., strategic plan, IPLAR requirements, department-level needs, etc.).</p> <p>Based on the information gained through the above discussions and FSC’s review of any existing tools, FSC will finalize the plan and list of deliverables necessary for completing the monthly statistics project. FSC will also put together a brief memo highlighting any other areas for improvement or opportunities for growth that FSC observes with respect to NPL’s data collection, management, analysis, or visualization practices and priorities, which may be useful for future consideration.</p> <p><i>NOTE: During this initial phase of the project, it is anticipated that meetings will occur more frequently (e.g., weekly or biweekly), with meeting frequency likely decreasing in future phases as FSC begins dedicating more time to tool & process development.</i></p>	<ul style="list-style-type: none"> ○ Meetings and other as-needed email communications with NPL Executive Director, Assistant Director, and relevant manager-level staff ○ Finalized project plan and deliverables list ○ Memo summarizing any additional recommended data improvements ○ Additional document(s) (e.g., spreadsheet, logic model) summarizing NPL data priorities, as needed/appropriate 	<p>39-57 hours</p>	<p>\$5,850 - \$8,550</p>
<p>Data Tool & Process Development — FSC will work with NPL director-level and manager-level staff to build out a multi-sheet spreadsheet that 1) comprehensively outlines key data points (definitions, sources, persons responsible, etc.) for monthly reporting and 2) serves as the central location for key library data to be entered and managed each month.</p> <p>Through the process of developing this master spreadsheet, FSC may identify additional items that would be useful for streamlining data activities, such as new data collection/entry/management tools (e.g., Google</p>	<ul style="list-style-type: none"> ○ Meetings and other as-needed email communications with NPL Executive Director and Assistant Director (and other manager-level staff, as appropriate) ○ Comprehensive data spreadsheet (Google Sheet) to be used for compiling NPL monthly data 	<p>60-78 hours</p>	<p>\$9,000 - \$11,700</p>

<p>Forms, other Google Sheets) or procedures that should be developed, or existing tools/procedures that should be revised. FSC will outline any of these additional recommended improvements in a memo. (Should NPL be interested in FSC supporting the development/revision of additional data tools as outlined in this memo, this can be discussed further with FSC. Dependent on complexity and consultant capacity, this work may be completed as part of “miscellaneous data consultation” below, may be added to this contract as an addendum for additional fees, or may be completed as part of a separate scope of work in a future contract.)</p> <p>Finally, FSC will develop a dashboard to visualize the core data points that NPL wishes to share with the Board of Trustees and the public on a monthly basis.</p>	<ul style="list-style-type: none"> ○ Memo summarizing recommendations for revision/development of additional data tools ○ Monthly data dashboard (Looker Studio or Google Sheet) 		
<p>Project Handoff — Once all of the above activities and deliverables are completed, FSC will meet with relevant NPL staff as needed to review updated data processes, answer any questions, and make any final revisions to deliverables before closing out this monthly statistics project.</p>	<ul style="list-style-type: none"> ○ Wrap-up meeting(s) and other as needed email communications with NPL Executive Director and Assistant Director (and other manager-level staff, as appropriate) 	<p>5-8 hours</p>	<p>\$750 - \$1,200</p>
<p>Miscellaneous Data Consultation — While engaged with NPL through this contract, FSC agrees to be available for as-needed data consultation that may arise for NPL but may not be specifically related to the activities and deliverables outlined above as part of this monthly statistics project. Should the NPL Executive Director or Assistant Director encounter a data-related issue or question that they are unsure how to address and for which they would like external expertise and support, they may reach out to FSC for assistance. Should the issue/question be more complex and require more time than expected, FSC will communicate this to the NPL Executive Director or Assistant Director to determine the most appropriate next step.</p> <p><i>NOTE: Time estimates listed at right for this “miscellaneous data consultation” category are based on an availability of up to 2-3 hours per month for FSC from September 2024 through January 2025.</i></p>	<ul style="list-style-type: none"> ○ As-needed meetings and email communications with NPL Executive Director and Assistant Director to support TBD data needs 	<p>10-15 hours</p>	<p>\$1,500 - \$2,250</p>

Compensation & Payment Terms

For the services and deliverables outlined above, NPL will be billed at FSC’s current hourly rate of \$150. Based on the estimated contract hours described above (114-158 hours total), the estimated total cost for support on all aforementioned activities and deliverables will be in the range of \$17,100 to \$23,700. Hours will be billed on a monthly basis, with invoices submitted by the first day of the month for work performed during the previous month. Invoices will be submitted electronically unless otherwise specified, with payment due one month from the invoice date. The maximum fee for services will not exceed \$23,700. Should any tasks require less time than estimated above, actual time will be reflected in submitted invoices.

Confidentiality of Information

In completing the work described above, FSC is required to comply with any and all NPL data privacy and confidentiality policies. FSC shall maintain all information received, viewed, transmitted, or otherwise accessed from NPL in the strictest confidence. Further, FSC shall not disclose, transmit, release, copy, publish, or use the information except as permitted by this contract agreement, notwithstanding any provisions in the contract agreement to the contrary. FSC shall use the same degree of care to avoid unauthorized disclosure of the confidential information as it uses with respect to its own confidential proprietary information of like quality and nature, but employing no less than a reasonable standard of care. On termination or expiration of this contract agreement, FSC will promptly return to NPL or securely discard all materials containing NPL’s confidential information, including all copies, unless otherwise agreed by NPL.

Renewal & Termination

Either party may terminate this agreement upon the giving of thirty (30) days’ written notice to the other party. Termination will become effective on the 31st day from the giving of such notice or, if later, the date specified in the notice. All fees and expenses accrued to this date will be due and payable upon receipt of a final invoice.

FOR: **Northbrook Public Library**

Print Name _____ Title _____

Signature _____ Date _____

FOR: **Fifth Star Collective, PLLC**

Print Name _____ Title _____

Signature _____ Date _____