

LAKE FOREST LIBRARY BOARD OF TRUSTEES
360 East Deerpath Road, Lake Forest, IL 60045
Monday, June 29, 2020, 5:30 p.m.
Special Meeting by Remote Access (Virtual)

The Library Trustees will be remotely attending this regularly scheduled Board of Trustees meeting by electronic means, in compliance with Governor's Executive Order 2020-07, issued on March 16, 2020, that suspended certain Open Meetings Act provisions relating to in-person attendance by members of a public body. Specifically, the Governor's Order: (1) suspends the requirement in Section 2.01 that "members of a public body must be physically present:" and (2) suspends the limitations in Section 7 on when remote participation is allowed. This Executive Order is effective the duration of the Gubernatorial Disaster proclamation.

The Library provides members of the public with an opportunity to participate in the meeting. Members of the public can participate remotely in the meeting at the following link: [Join Microsoft Teams Meeting](#). Members of the public may also call in using: [+1 872-240-4516](#) and using the following Conference ID: 965 595 409#

Alternatively, members of the public may email comments to Catherine Lemmer, Library Director, at clemmer@lakeforestlibrary.org, before 4:30 pm on Monday, June 29, and the comments will be read into the meeting minutes. The minutes of the June 29 meeting will be available on the Library's website after they are approved at the next meeting of the Library Board of Trustees. Current and past meeting information is available at: www.lakeforestlibrary.org/board-meetings. The Library website and social media platforms are updated after the meeting.

Agenda

1. Call Meeting to Order.
2. President's Remarks:

This meeting of the Lake Forest Library Board is being held as a virtual meeting because the Illinois Governor has declared the COVID-19 pandemic a disaster and it is not practical or prudent for in-person meetings. The Library Director is on-site at the Library for this meeting and may be reached by calling 847.810.4602. This meeting is being recorded.
3. Board of Trustees Roll Call/Confirmation that can hear the discussion.
4. Call for additions to the Agenda.
5. For action: Approval of the Agenda. [Roll call vote]

6. Opportunity for the Public to Address the Board and Correspondence.
7. For action: Approval of the June 22, 2020 Special Meeting Minutes [Roll call vote]
8. For action: Discussion and approval of the re-opening of the Library building and hours of operation. [Roll call vote]
9. For action: Discussion and approval of MSP contract. [Roll call vote]
10. For action: Discussion and approval of print/copier vendor contract. [Roll call vote]
11. For action: Discussion and approval of The Hodge Group contract. [Roll call vote]
12. For action: Discussion and approval of amendment to HGA, Inc. contract. [Roll call vote]
13. For action: election of the board officers for the July 2020 – June 2021 period. [Roll call vote]
14. Executive Session pursuant to Illinois Law 5 ILCS 120/2.06(d) to review the minutes of closed meeting sessions and determine whether the (1) the need for confidentiality still exists as to all or part of those minutes; or (2) that the minutes or portions thereof no long require confidential treatment and are available for public treatment. To determine pursuant to 5 ILCS 120/2.06(c) that the audio recordings of closed sessions may be destroyed after 18 months.
15. For action: Approval of a recommendation approving minutes of closed meeting sessions, public treatment of minutes of closed meeting sessions, and destruction of audio recordings. [Roll call vote]
16. Unfinished Business
17. New Business
18. Adjournment

Upcoming Meetings:

Regular Board Meeting: July 14, 2020, 7:30 p.m.

Individuals with disabilities 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 the meetings or the facilities are requested to contact the Library Director at 847.810.4602 promptly to allow the Library to make reasonable accommodations.

June 2020 Special Board Meeting – June 2020 Public Correspondence

Patron Comments/Suggestions: Comments are transcribed from the “How are we doing? Share your comments, suggestions, compliments, or complaints” cards in the foyer of the library. Comments also come via phone, email and U.S. post. This does not include program evaluation comments.

Email in response to building design

I think this is fine now for a while, compatible not with the building but with current aesthetics. But before long it will be out of step, very dated, much more than the three Danforth boxes of 1978, originally covered with Boston Ivy, like my house (Concrete walls).

My choice is to extend south into the lawn from the entry, a terrace on top with a classically detailed, still simple box below with Boston Ivy and the Lawn further down. Maybe south side corner kiosks for an elevator on one corner. I think a stylistically compatible simple one or two lower levels addition is less disruptive and no less efficient. It preserves more of the original 1931 form, massing, and the dome with nothing nearby to distract.

Everybody is a critic, Art Miller (ahmiller169@gmail.com)

Lake Forest Library Board of Trustees
360 E Deerpath Road, Lake Forest, IL 60045
Special Meeting (Remote Access) Minutes
5:30 p.m. June 22, 2020

CALL TO ORDER

Vice President Wendy Darling called the meeting to order at 5:34 p.m.

ROLL CALL

Trustees Present: Germaine Arnson, Wendy Darling, JoAnn Desmond, Elizabeth Grob, Andrea Lemke, David Rose, Carrie Travers (late arrival). Trustees Absent: Ron Levitsky, Todd Puch.

Staff Present: Catherine Lemmer, Director, Felicia Song, Assistant Director, Ed Finn, Head of Operations.

Guest Presenters: Jane Dederling, Victor Pechaty, Jason Vanselow – HGA, Inc.

ADDITIONS TO THE AGENDA

None

APPROVAL OF THE AGENDA

Trustee Rose made a motion, seconded by Trustee Desmond, to approve the agenda. The motion carried unanimously with a roll call vote.

OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD, AND CORRESPONDENCE

No request to address the board, nor was there any new correspondence.

DISCUSSION AND APPROVAL OF JUNE 9, 2020 REGULAR MEETING MINUTES

Trustee Lemke made a motion, seconded by Trustee Rose, to approve the June 9, 2020 Regular Meeting Minutes. The motion carried unanimously with a roll call vote.

LIBRARY CAPITAL IMPROVEMENT PROJECT: PRESENTATION BY HGA, INC.

Mr. Victor Pechaty, HGA, presented a site plan review. An updated exterior massing and architectural aesthetic, based on input from earlier design sessions, was shared. Key to the design was the removal of the 1970s additions. Ms. Jane Dederling presented interior adjacency options that allowed for different usage patterns and patron experiences. Cost estimates for the project, based on the projected timeframe, were shared. The Trustees engaged in a lengthy and thoughtful discussion of the proposed design balancing the need to deliver a 21st century library while being respectful to the original 1931 design on a highly constrained site. Mr. Pechaty restated that HGA's goal is to put bricks and mortars to the Board's vision. Trustee Rose complimented the HGA team on their vision and commitment to the project.

Trustee Arnson made a motion, seconded by Trustee Rose, to authorize HGA to further modify the current exterior massing and building design to create greater compatibility with the existing

Lake Forest Library Board of Trustees
Special Meeting Minutes
June 22, 2020

Library structure. The motion carried unanimously with a roll call vote. Updated plans will be shared at the July Board meeting on July 14, 2020.

Trustee Travers left the meeting at 8:18 p.m. prior to the roll call vote.

SET DATE OF SPECIAL BOARD MEETING TO ADDRESS YEAR-END ISSUES

A Special Board Meeting will be held on June 29, 2020 at 5:30 p.m. to address year-end issues.

NEW BUSINESS

No new business.

UNFINISHED BUSINESS

No unfinished business.

ADJOURNMENT

Trustee Rose made a motion, seconded by Trustee Arnson, to adjourn the meeting at 8:49 p.m. Motion carried unanimously.

Upcoming Meetings:

Special Board Meeting: June 29, 2020 5:30 p.m., Remote Access

Regular Board Meeting: July 14, 2020 7:30 p.m., Remote Access

Germaine Arnson, Secretary

Minutes approved by the Board on June 29, 2020.

COVID-19 Response Plan for Reopening the Lake Forest Library Building

Introduction

The COVID-19 pandemic forced the Lake Forest Library building to close temporarily, but it has not closed our Library. Library Service Level 1 implemented with the closure of the building on March 14, 2020 included expanded digital resources and services, and new virtual events developed and provided through the talents and creativity of the Library's exceptional staff. Although we commit every day to develop and deliver outstanding virtual services and resources to our community, we are strategizing carefully about a return to our physical space.

While we assess the evolving situation and discuss scenarios, there are elements of the environment we do not know and cannot predict. We do know, however, that a return to our physical space will not be an immediate return to a pre-pandemic library environment. First and foremost, the health, safety, and well-being of Lake Forest residents and the Library staff have guided our actions to date and will continue to guide the reopening of our physical facility.

This document, *COVID-19 Response Plan for Reopening the Lake Forest Library Building*, outlines a proposed reintroduction of Lake Forest residents to the physical space, materials, and building services with appropriate health and safety protocols in place. Considerations include a proposed reopening date of *July 20, 2020*; modifications of services and hours; needs for supplies and materials; and plans for continuation of remote working. Additional assumptions include the potential for reversion to earlier stages if new infections occur and/or new government mandates are issued. Therefore, this document is subject to change and will continue to be developed as we learn more.

Library Service Level 2

On June 3, 2020, *Library Service Level 2* started. During this phase, Lake Forest residents have access to physical materials (e.g., books, movies, music, launchpads, STEAM-kits, new magazines) through *Curbside Collect*. There is no limit on the number of materials that can be placed on hold and checked out. On average, there are 50 pickups per day, most often consisting of multiple item packages. The *Curbside Collect* service operates Monday through Friday from 2:00 pm – 6:00 pm and Saturday from 10:00 am – 2:00 pm and has been very well received by Lake Foresters.

New materials are ordered and processed daily into the collection. Returned materials are accepted and quarantined prior to check-in.¹ The preventative health and safety actions of physical distancing, daily health self-checks, contact tracing, and the wearing of face coverings/masks and gloves is required for all on-site staff. Off-site staff continue to work under

¹ The Library initially held all returned materials in a 10-day quarantine. On June 23, the [REALM project](#) released its literature review. The consistent findings describe in the literature review encouraged the Library to reduce its quarantine period from ten to three days starting June 24.

the parameters of the Library’s new Remote Work Policy. Some home delivery services have been reinstated.

Library Service Level 3

The Library is now proposing to move to *Library Service Level 3* on *Monday, July 20, 2020*. Generally, patrons will be able to come to the Library building for express service. The number of people in the library building² and time spent in the building will be limited. Computer access will be limited to a one-hour session. Open hours for the public will be reduced from the pre-pandemic environment to allow staff to process materials (check-in and reshelve materials and pull holds) prior to patrons entering the building. Specific hours for vulnerable patrons will be established. When the building is open, off-site librarians will continue to provide reference and readers/viewers advisory service via email, phone, and chat services. These off-site services will reduce the number of on-site face-to-face interactions. Virtual programs and resources will continue as in *Library Service Level 2*. In summary, to safely provide services to all, patrons will be encouraged to keep their visits brief and no services that encourage gathering or extended stays will be offered.

Library Service Level 3 Specifics

Preparation of Building

- Plexiglass protection installed at all service desks
- Furniture (seating) reduced throughout the building to support physical distancing
- Number of public access computers reduced to support physical distancing
- Directional and physical distancing taping and signage installed
- Mask/face covering requirement signage installed
- Hand sanitizer stations installed
- Water fountains turned off
- Confirmation of sufficient on-hand PPE and access to continued supplies
- Staff-only soft opening of building on Thursday, July 16, and Friday, July 17, to test the protocols and workflows prior to opening to the public on Monday, July 20.

Hours of Operation

	Staff Hours	Vulnerable Individual Hours (face coverings/masks required)	Open to Patrons
Monday – Thursday	8:00 – 10:30 am	11 am – Noon	Noon – 7 pm
Friday	8:00 – 10:30 am	11 am – Noon	Noon – 6 pm
Saturday	8:00 – 10:30 am	11 am – Noon	Noon – 5 pm

² Using the [Illinois Department of Commerce and Economic Opportunity](#) suggested retail operations parameter of five persons per 1,000 square feet allows for 60 persons in the Library building at one time.

This plan provides for 60 operational hours: 45 hours of patron access and 15 morning hours available for staff only for checking in and reshelving materials and processing holds. Using short shifts with staggered smaller teams along with the ½ hour gap period to reduce the number of staff that interact with each other. Pre-pandemic, the Library was open to patrons 69 hours per week.

On-site Services Provided

- Access to browse the physical collections
- Circulation services for all materials other than Takeout Tech
- Access to WiFi, copier, and scanner services
- One-hour access to desktop computers, patrons provided with sanitizing wipe to wipe down keyboard
- Although encouraged to use off-site reference and readers/viewers advisory services, these services will be available on-site to deal with immediate needs
- New magazines available for checkout (not held for Reading Room)
- Materials return (excluding Takeout Tech) will be limited to the outside drop boxes behind the building and the return slots in the wall at the West Train Station, in order to keep the quarantine procedure accurate and effective
- Return of Takeout Tech will be managed on an individual basis
- Per the patron's request, holds will be processed for *Curbside Collect* (by appointment pickup) or inside pickup
- Tech help provided through appointment using online screen sharing.
- Media Lab usage limited to patrons with prior experience using the equipment. Patrons unfamiliar with the equipment may request online training to enable them to use the Media Lab.
- Homebound Delivery resumes

Health and Safety Protocols

Patrons will be required to observe the health and safety actions of physical distancing and the wearing of face coverings/masks. Child under the age of two are excluded from the face covering requirement. An adult parent or caregiver will be required to accompany a child under the age of ten at all times while in the Library.

Patrons who arrive without face coverings/masks will be provided with a face covering/mask and/or the option of placing the desired materials on hold for *Curbside Collect* pickup. Patrons choosing not to comply with these health and safety protocols will not be admitted to the Library and/or asked to leave. All Library staff will continue to wear both face coverings/masks and gloves while on-site. These protocols are especially important given that the Library's older HVAC

systems and narrow (and often dead-end) stacks do not support well the requirements for clean air and physical distancing on their own.

The Library's senior staff will manage the front door to track the count and enforce the face covering/mask requirement. Physical distancing requirements and inside face coverings/mask infractions will also be dealt with by senior staff.

Staff will continue the health and safety protocols established in Library Service Level 2. The Library building will be cleaned each night after the Library closes. In addition, there will be four hours of day porter service to clean high-touch areas such as restrooms and door handles.

Communication

Messaging via the Library's social media platforms and other outlets will focus on the good news of increased access to the building and the Library's collection for browsing and that the known and unknown health and safety risk aspects of COVID-19 continued to be managed with caution (*e.g.*, shorter visits, quarantine).

Library Service Level 4

Although too early to predict, it is anticipated that Library Service Level 4 will involve access to materials from other libraries, re-introduction of furniture, and on-site programs for small audiences.

Conclusion

Library Service Level 3 invites patrons back into the Library building. By removing furniture, limiting computer time to one hour, and encouraging short visits, the Library hopes to set patron expectations that the Library is an asset to be shared by all in a manner that supports safety protocols for both patrons and library staff.

Discussion and Approval of MSP contract

PURPOSE AND ACTION REQUESTED: The staff of the Lake Forest Library (Library) requests an award of proposal for Managed IT Services to Outsource IT Solutions Group, Naperville, IL (OSG) totaling \$69,021.00 for the remainder of FY2021 and \$91,184.00 for FY2022. Services will begin on August 1, 2020 and terminate unless renewed on April 30, 2022.

BACKGROUND/DISCUSSION: The Library opened a Request for Proposals (RFP) on February 21, 2020 for Managed IT Services. The RFP was shared publicly on the library website, with a proposal due date of March 13, 2020. The RFP reflected the Library's desire to move in a new and bold direction regarding technology. Current systems are server based and rely on outdated on premises-based technologies. The ability to work remotely or access information from offsite is hindered with these types of technologies.

The Library received five site visits to review the library facility and ask questions about current technology. Answers to questions asked during site visits and via email were also published as RFP addendums on the website to benefit all proposals. Four vendors that conducted site visits submitted proposals, with an additional submission from a vendor that did not take advantage of the site visit opportunity.

The Library building closed to the public on March 14, 2020 due to the COVID-19 pandemic. Luckily, library staff had been piloting Office 365 and Microsoft Teams, which helped to create a framework for accessing materials off-site. As a result, the technology profile of the Library has changed since the RFP's were submitted. Based on the submissions, the Library Director and Head of Operations selected three Managed Service Providers (MSP's) for interviews and provided the opportunity for proposal revisions. The companies were Outsource IT Solutions Group, Computer View (current provider), and IMPACT Networking. All interviews were conducted virtually using Microsoft Teams between June 15, 2020 and June 25, 2020.

During the interviews, questions revolved around the level of customer service of library staff, support of new and innovative technologies, the potential for the relocation of staff to off-site work, experience with Office 365, and experience with the library environment. Ultimately, the service model provided by OSG proved the most favorable to the Library. OSG includes project support with very few limitations, which will be especially helpful as the Library continues to virtualize and expand in the future. Additionally, their status as a Microsoft Gold Partner allows them enhanced access to Microsoft support and engineering resources, including in-house expertise.

Enhancing this idea of a forward-thinking partnership is a true managed services approach. The help desk model provided by OSG allows for multiple entry points, individual level support, and creates a single point of access to report issues with any library system. Additionally, their experience in the library environment and with the CCS consortium illustrates their understanding of the uniqueness of public libraries, but with an eye towards innovation and a more cloud-based approach to technology. Below is a summary chart of all the providers who submitted proposals, with the first three representing those who were asked to interview.

Managed Service Provider Name	Microsoft Gold Partner	Library Experience	Individual Level Support	Project Support	Year One Cost	Year Two Cost	Total Contract Cost	Notes
Outsource IT Solutions Group	Yes	Yes	Phone/Email/Ticketing System	Included	\$ 69,021.00	\$ 91,184.00	\$ 160,205.00	Year one includes onboarding fee
Computer View	No	Yes	Phone/Ticketing System	40 Hours	\$ 59,250.00	\$ 79,000.00	\$ 138,250.00	Includes computer lease support
IMPACT Networking	Yes	No	Phone/Email/Ticketing System	Additional	\$ 132,000.00	\$132,000.00	\$ 264,000.00	
RJ2 Technologies	No	Yes	Phone/Email/Ticketing System	Additional	\$ 59,400.00	\$ 79,200.00	\$ 138,600.00	
PSM Partners	Yes	No	Phone/Email	Additional	\$ 71,437.50	\$ 95,250.00	\$ 166,687.50	



Statement of Work

HASSLE FREE PROJECTS INCLUDED FOR LAKE FOREST LIBRARY

BRIAN BRUNS

6/25/20



Hassle Free Projects Included Scope of Services

Outsource Solutions Group, Inc. **Hassle Free** framework is designed to measure, alert, and maintain the key network elements needed to provide IT services. This includes help desk services to address end users challenges; emergency production support on the servers and supporting infrastructure, whereas OSG will return services, switches, firewalls, access points, and other key network elements to their last known good state in the event of a failure. **Hassle Free** is an all-inclusive service whereby there are no additional charges for any IT support issues. The framework allows customers to budget for IT as a fixed expense as opposed to variable expense.

IT Governance

Dedicated Account Manager will be assigned to ensure long term IT Roadmap is established, goals defined, and progress tracked

- Quarterly business review of strategic IT plan with Account Manager
- Assist with creating a lifecycle for all IT equipment to support annual budget preparation for IT capital expenses

Event Management

Events defined as detectable or discernible occurrences that may affect IT services, are tracked 24x7 with OSG's Hassle Free Services. These events include but are not limited to:

- CPU, Memory, Disk usage events
- Windows Services
- Virus/Spyware events

OSG will monitor each covered server remotely and will alert Customer by e-mail or other commercially reasonable means if any standard operating characteristic of a covered server falls out of normal ranges.

Incident Management

In the event of a system failure, OSG will work (with vendors if necessary) to restore service delivery of that system to the last known operational state in the shortest timeframe possible.

Infrastructure Change Management

Included in this all-inclusive package is strategy, design, and transition of new hardware and IT software services to the Lake Forest Library environment

Service Desk

- Access to the OSG Hassle Free Support Portal for service tickets and quotes
- Resolution of user incidents and daily operations by OSG staff of remote support champions who are available weekdays from 7:00am to 5:30pm

- Remote monitoring and management tools deployed to all endpoints for fast remote assistance if required
- Access to OSG's on call services for any afterhours or weekend emergency support needs
- Employee onboarding and remote workstation setups

Workstation Configuration Lockdown

Customer will enforce a uniform configuration across the workstations subject to support under this SOW and will prohibit by policy the introduction or loading of nonstandard software or other applications onto supported workstations. Customer will permit OSG to load and operate software on the supported workstations designed to prevent the operation of unauthorized or nonstandard software or other applications on each supported workstation. Customer and OSG will agree in good faith on a standard configuration and pre-approve any departures from the standard configuration (such as the operation of job-specific applications on designated workstations). OSG is not obligated or required under this SOW to support any workstation that materially departs from the standard configuration. Customer will pay OSG at the Standard Rate for any services that OSG actually renders in connection with any workstation whose configuration departs from the standard configuration under a separate SOW. Customer will notify OSG of any proposed change to the standard configuration and any proposed departures from the standard configuration with regard to any supported workstation.

Patch Management

Regular, controlled patching of operations systems is a key necessity in maintaining predictable service delivery. OSG's Hassle Free managed services includes the execution of the following:

- Monthly assessment and application of critical and security Windows operating system patches
- Monthly assessment and application of supported third party applications
- Yearly assessment and application of firmware to network switches
- Quarterly assessment and application of firmware updates to firewall appliance
- Quarterly assessment and application of critical and security patches to vSphere ESXi hosts

Backup and Disaster Recovery

Recovery is an often-overlooked aspect of successful IT service management. As a managed services customer, OSG will:

- Perform daily reviews of backup jobs for successful completion and remediate any failures that occur
- Quarterly Disaster Recovery testing of key systems and establish a recovery time objective for key applications and systems

Infrastructure Change Management

Included in this all-inclusive package is strategy, design, and transition of new hardware and IT software services to the Lake Forest Library environment

Asset Management and Vendor Management

With the goal of controlling the purchasing costs of hardware and software, ensuring compliance, and providing the highest experience to the end users OSG will:

- Maintain an inventory of all key network elements
- Build a lifecycle strategy
- Track software licensing and renewals to ensure licensing compliance
- Manage all outside vendors related to IT and help the Library achieve the best price on products and services by maintaining a 3-quote process for each new purchase of hardware, software, or services
- Build a lifecycle strategy
- Recycle obsolete hardware

Customer hereby authorizes OSG to do so. OSG may show to third party vendors this SOW as proof of OSG's authority and customer authorized each third-party vendor to rely upon this authorization.

Knowledge Management

To improve efficiency, OSG will maintain a repository of:

- Customer specific documentation that will support efficient service delivery
- Network and technical diagrams
- Administrator Passwords

Service Level Agreement

- OSG will use commercially reasonable efforts to meet the following service levels with the frequency stated in the specifications above.

Severity	Description	Response Time	Commitment
Severity 1	Covered system unavailable or unusable for normal Operations by substantially all users.	Initial assessment within one hour after ticket opened.	Work continuously 24/7 until resolved.
Severity 2	(1) Covered system performance substantially degraded, but normal operations possible, even if substantially slowed or (2) key user(s) (e.g. VIP users, system-console-level operators) are unable to use the covered system for normal operations.	Initial assessment within two hours after ticket opened.	Work continuously during business hours until resolved.
Severity 3	Covered system available and usable for normal operations by substantially all users, but with minor or technical departures from normal operations.	Initial assessment within four business hours after ticket opened.	Workaround with plan for final resolution within 5 business days constitutes resolution.

Assumptions

- **Customer Cooperation** - All time commitments contained in this SOW assume reasonable access and Customer assistance when requested and/or necessary. Failure of Customer to grant reasonable access or render reasonable assistance will delay the time for performance by OSG for the duration of Customer’s failure. OSG is not liable for any delays caused by Customer or delays not within OSG’s direct control.

Known Exclusions

- Hardware and software are not included. OSG will assist with a (3) quote bid process and are happy to provide quotes to compare and assist the library making the most economical choice.
- Unsupported Hardware. OSG’s support of hardware or software not covered by a warranty or service agreement from manufacturer will be best effort.
- Software development. We will advise on outside resources if software development is needed.
- Database development. We will advise on outside resources if needed.
- Cabling/Wiring. We will advise on outside resources if needed.
- Web development, advertising or marketing/SEO. We will advise on outside resources if needed.
- Audio Visual installations – TV’s, Camera’s, mounting Access points. We will advise on outside resources if needed.

Pricing

Hassle Free Projects Separate Managed Services

Onboarding Fee	Term 1 Monthly (8/1/20-4/30/21)	Term 2 Monthly (5/1/21-4/30/22)
\$3,500	\$7,377.33	\$7,598.66

Authorization

This is a “Statement of Work” or “SOW” under the Professional Services Agreement dated TBD between Outsource Solutions Group, an Illinois corporation whose address for notices is 1730 Park Street Suite 225 Naperville IL 60563 (“Vendor”) and Lake Forest Library, whose address for notices is 360 E Deerpath Road Lake Forest, IL 60045 (“Customer”) (each of Vendor and Customer, a “Party”; together, the “Parties”).”

OSG agrees to provide, upon Customers’ request, skilled and/or certified professional services and resources, including materials if requested, for the purpose of servicing and maintaining Customers’ computer networks, related business applications, or other services. OSG will make a reasonable good faith effort to satisfy Customers’ regular and emergency needs in a timely manner.

The effective date of this SOW is August 1, 2020 (the “SOW Effective Date”).

The initial term of this SOW begins on the Effective Date and ends on the 4/30/2021. The second term has an effective date of 5/1/2021 – 4/30/2022. This SOW can be terminated at any time with 90 days written notice. If neither party notifies the other of its intention to terminate the term of this SOW at least 90 days prior to the end of the then-current term, the term of this SOW will automatically renew for a two-year term.

AGREED:

Lake Forest Public Library	Outsource Solutions Group, Inc.
Signature	Signature
Name	Name
Title	Title
Date	Date

Approval of Managed Copy/Print Proposal

PURPOSE AND ACTION REQUESTED: The staff of the Lake Forest Library (Library) requests an award of proposal for Managed Copy/Print to IMPACT Networking, Lake Forest, to be paid monthly at \$1,244.49.

BACKGROUND/DISCUSSION: The Library has had a longstanding relationship with Xerox to provide print/copy services for staff and patrons. While generally pleased with the service provided by Xerox, the Library felt it was time to explore other options, especially with a provider presence in the Lake Forest area, to ensure that pricing remained competitive. The Library Director and Head of Operations entered a dialogue with IMPACT Networking to explore a new service model. IMPACT is a member of the Association of Educational Purchasing Agencies so no Request for Proposals (RFP) was required. However, as the existing provider Xerox was asked to submit a competitive bid.

Prior to COVID-19, the Library was operating with two public copiers (Adult/Children's), one staff copier, and a marketing team copier. All the devices but the marketing copier were at the end of the lease term (with 13 payments remaining). All out-of-lease copiers were on a month-to-month maintenance agreement with Xerox, which also provided paper/toner at an extra charge. The copiers supported printing from staff terminals and provided for public use via coin operated boxes.

A comprehensive review was conducted by Library staff and IMPACT on current usage, pricing, and "right sizing" the fleet, both copiers and printers. Xerox does not currently manage any staff printers or supplies (toner and paper). IMPACT includes management of the entire fleet in their pricing model, and all supplies are either auto-replenished or ordered directly by calling their helpdesk.

After completing the review, it was determined that having two different copiers for staff was redundant and could be accomplished with a new Konica workstation. It was also determined that the copier in the adult circulation area and the scanner/printer in the adult reference area could be combined into one multi-function machine. Usage on the copier in the Children's Library also allowed the elimination of three staff printers based on volume. This approach creates efficiencies and allows still functioning machines to be reallocated to other staff or patron areas. IMPACT also rebates any unused allowances on a quarterly basis. In the wake of COVID-19, there may be additional savings from reduced paper use. The Library returned all out-of-lease devices to Xerox due to the closure of the physical building, resulting in additional savings. The tables below summarize the two proposals.

BUDGET IMPACT: Moving to the proposed provider would save approximately 15 percent over the FY2021 budget and 20 percent over FY2020 actual expenditures.

Provider	Equipment/Category	Monthly Cost	Yearly Cost	FY 2021 Budget (Monthly)	FY 2021 Budget (Yearly)
IMPACT					
	Marketing/Staff	\$ 466.49	\$ 5,597.88		
	Public				
	Public				
	Paper Allowance (Lease)	\$ 373.58	\$ 4,482.96		
	Paper Allowance (Printers)	\$ 404.22	\$ 4,850.64		
	Auto-Replenish	\$ -	\$ -		
	Centralized Ordering	\$ -	\$ -		
	Fleet Management	\$ -	\$ -		
Total		\$ 1,244.29	\$ 14,931.48	\$ 1,450.00	\$ 17,400.00
				\$ (205.71)	\$ (2,468.52)

Provider	Equipment/Category	Monthly Cost	Yearly Cost	FY 2021 Budget (Monthly)	FY 2021 Budget (Yearly)
Xerox	Marketing	\$ 544.48	\$ 6,533.76		
	Staff	\$ 424.04	\$ 5,088.48		
	Public				
	Public				
	Printer Supplies	\$ 387.66	\$ 4,651.92		
	Paper Costs	\$ 164.75	\$ 1,977.00		
	Auto-Replenish	\$ -	\$ -		
Total		\$ 1,520.93	\$ 18,251.16	\$ 1,450.00	\$ 17,400.00
				\$ 70.93	\$ 851.16

Note: Printer supplies and paper costs were added to the quote to provide a true comparison and show overall savings over multiple categories. The Xerox proposal does not cover these expenses, which are included in the IMPACT proposal.

This Agreement has been written in "Plain English". When we use the words **You** and **Your** in this Agreement, we mean the Customer described below. When we use the words **We**, **Us**, and **Our**, We mean **Impact Networking, LLC**. Our address is 13875 W. Bouldon Blvd., Lake Forest, IL 60045.

CUSTOMER INFORMATION	Customer Name Lake Forest Public Library	Agreement Number
	Billing Street Address/City/County/State/Zip 360 E Deerpath Rd Lake Forest IL 60045	Customer Phone Number 847-234-0636
	Equipment Location (if different from above)	Federal Tax ID Number

SUPPLIER	Supplier Name, Address, Phone ("SUPPLIER") Impact Networking, LLC, 13875 W. Bouldon Blvd., Lake Forest, IL 60045
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EQUIPMENT	Make / Model / Accessories	Serial Number	Starting Meter
See Schedule A			

RENTAL TERMS Term in Months 60 (months)	RENTAL PAYMENT AMOUNT \$ 1,244.29 (plus applicable taxes) Rental Payment Period is Monthly Unless Otherwise Indicated	Documentation Fee/Origination Fee: \$150.00 Supplier Fuel/Freight Fee: \$19.50 per month Total Number Advance Payments: 2 Total Advance Payment Amount: \$ 2,488.58
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Overage Meter Frequency: Monthly Quarterly Semi-Annual Annual

Monthly Copy Allowance:

Meter Type	Allowance	Meter Type	Allowance
Konica B/W	3,500		
Konica Clr	7,100		
HP B/W	12,000		
HP Clr	1,850		

Overage Copy Charge:

Meter Type	Overage Rate	Meter Type	Overage Rate
Konica B/W	\$0.0118		
Konica Clr	\$0.046		
HP B/W	\$0.023		
HP Clr	\$0.066		

END OF TERM OPTIONS	You will have the following options at the end of the original term, provided the Lease has not terminated early and no event of default under this Lease has occurred and is continuing: <input checked="" type="checkbox"/> Fair Market Value Purchase Option <input type="checkbox"/> \$1.00 Purchase Option <input type="checkbox"/> Fixed Price Purchase Option of 9% of Total Cash Price
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YOU HAVE SELECTED THE EQUIPMENT DESCRIBED ABOVE (SUCH EQUIPMENT, TOGETHER WITH ANY AND ALL ACCESSIONS, ACCESSORIES, ADDITIONS AND REPLACEMENTS THERETO, THE "EQUIPMENT"; THE SUPPLIER AND ITS REPRESENTATIVES ARE NOT AGENTS OF ANY ASSIGNEE OF OWNER AND ARE NOT AUTHORIZED TO MODIFY THE TERMS OF THIS AGREEMENT. YOU ARE AWARE OF THE NAME OF THE MANUFACTURER OF EACH ITEM OF EQUIPMENT AND YOU WILL CONTACT EACH MANUFACTURER FOR A DESCRIPTION OF YOUR WARRANTY RIGHTS. WE MAKE NO WARRANTIES TO YOU, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY OR OTHERWISE. WE PROVIDE THE EQUIPMENT TO YOU AS-IS. YOU AGREE TO USE THE EQUIPMENT ONLY IN THE LAWFUL CONDUCT OF YOUR BUSINESS, AND NOT FOR PERSONAL, HOUSEHOLD OR FAMILY PURPOSES. WE SHALL NOT BE LIABLE FOR CONSEQUENTIAL OR SPECIAL DAMAGES. WE MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE LEGAL, TAX OR ACCOUNTING TREATMENT OF THIS AGREEMENT AND YOU ACKNOWLEDGE THAT WE ARE AN INDEPENDENT CONTRACTOR AND NOT A FIDUCIARY OF CUSTOMER. YOU WILL OBTAIN YOUR OWN LEGAL, TAX AND ACCOUNTING ADVICE RELATED TO THIS AGREEMENT AND WILL MAKE YOUR OWN DETERMINATION OF THE PROPER AGREEMENT TERM FOR ACCOUNTING PURPOSES. YOUR PAYMENT OBLIGATIONS ARE ABSOLUTE AND UNCONDITIONAL AND ARE NOT SUBJECT TO CANCELLATION, REDUCTION OR SETOFF FOR ANY REASON WHATSOEVER. BOTH PARTIES AGREE TO WAIVE ALL RIGHTS TO A JURY TRIAL. THIS AGREEMENT SHALL BE DEEMED FULLY EXECUTED AND PERFORMED IN ILLINOIS OR THE STATE OF OWNER OR ITS ASSIGNEE'S PRINCIPAL PLACE OF BUSINESS, AS ELECTED BY OWNER OR ITS ASSIGNEE, AND SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH SUCH LAWS. IF THIS AGREEMENT IS ASSIGNED, YOU AGREE THAT ANY DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT WILL BE ADJUDICATED IN THE FEDERAL OR STATE COURT WHERE THE ASSIGNEE'S CORPORATE HEADQUARTERS IS LOCATED AND WILL BE GOVERNED BY THE LAWS OF THAT STATE. YOU HEREBY CONSENT TO PERSONAL JURISDICTION AND VENUE IN THAT COURT AND WAIVE ANY RIGHT TO TRANSFER VENUE. YOU HEREBY IRREVOCABLY SUBMIT GENERALLY AND UNCONDITIONALLY TO THE JURISDICTION OF ANY SUCH COURT SO ELECTED BY THE OWNER OR ITS ASSIGNEE IN RELATION TO SUCH MATTERS. TO HELP THE GOVERNMENT FIGHT THE FUNDING OF TERRORISM AND MONEY LAUNDERING ACTIVITIES, FEDERAL LAW REQUIRES ALL FINANCIAL INSTITUTIONS TO OBTAIN, VERIFY AND RECORD INFORMATION THAT IDENTIFIES EACH PERSON WHO OPENS AN ACCOUNT. WHAT THIS MEANS TO YOU: WHEN YOU OPEN AN ACCOUNT, WE WILL ASK FOR YOUR NAME, ADDRESS AND OTHER INFORMATION THAT WILL ALLOW US TO IDENTIFY YOU. WE MAY ALSO ASK TO SEE IDENTIFYING DOCUMENTS. BY SIGNING THIS AGREEMENT, YOU ACKNOWLEDGE RECEIPT OF PAGES 1 AND 2 OF THIS AGREEMENT AND AGREE TO THE TERMS OF PAGES 1 AND 2. ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE. TO PROTECT YOU AND US FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS WE REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS WRITING, WHICH IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US, EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.

You agree that by providing a telephone number to a cellular or other wireless device, you are expressly consenting to receiving communications from us, our affiliates and agents (for non-marketing purposes) at that number, including, but not limited to, prerecorded and artificial voice messages, text messages, and calls from automated telephone dialing systems; these calls may incur fees from your cellular provider, and this consent applies to each such telephone number you provide to us now or in the future.

TERMS AND CONDITIONS

- COMMENCEMENT OF AGREEMENT.** Commencement of this Agreement and acceptance of the Equipment shall occur upon delivery of the Equipment to you ("Commencement Date"). To the extent that the Equipment includes intangible property or associated services such as periodic software licenses and prepaid database subscription rights, such intangible property shall be referred to as "Software". You understand and agree that we have no right, title or interest in the Software and you will comply throughout the Rental Term ("Term") of this Agreement with any license and/or other agreement ("Software License") entered into with the supplier of the Software ("Software Supplier"). You are responsible for entering into any Software License with the Software Supplier no later than the Commencement Date of this Agreement. You agree to inspect the Equipment upon delivery and verify by telephone or in writing such information as we may require. If you signed a purchase order or similar agreement for the purchase of the Equipment, by signing this Agreement you assign to us all of your rights, but none of your obligations under it. All attachments, accessories, replacements, replacement parts, substitutions, additions and repairs to the Equipment shall form part of the Equipment under this Agreement.
- IMAGE CHARGES.** Each month during the Term of this Agreement, you agree to remit to us the Rental Payment and all other sums when due and payable at the address we provide to you from time to time. In return for the Rental Payment, you are entitled to produce the Monthly Copy Allowance for each applicable copy type each month. You agree that you will remit payments to us in the form of company checks (or personal checks in the case of sole proprietorships), direct debit or wires only. You also agree cash and cash equivalents are not acceptable forms of payment for this Agreement and that you will not remit such forms of payment to us. Payment in any other form may delay processing or be returned to you. Furthermore, only you or your authorized agent as approved by us will remit payments to us. Rental Payments will include any freight, delivery, installation and other expenses we finance on your behalf at your request. You also agree to pay us the applicable Overage Copy Charge (plus applicable taxes) for each metered image that exceeds the applicable Monthly Copy Allowance for each copy type. You acknowledge that the Equipment includes a separate meter for each copy type and that you understand the differences between the copy types. We may estimate the number of images produced if you do not provide us with meter readings within seven (7) days of request. We will adjust the estimated charge for excess images upon receipt of actual meter readings. Notwithstanding any adjustments, you will never pay us less than the Rental Payment. You agree that after the first twelve (12) months of the Term (or any extension or renewal) of this Agreement, and at the end of each following twelve (12) month period thereafter, the Rental Payments and Overage Copy Charges may be increased by an amount equal to the lesser of: (a) up to 15% of the Rental Payments and Overage Copy Charges in effect at the end of the prior twelve (12) month period; or (b) the maximum percentage permitted by applicable law. At our option, you will: (a) provide us by telephone or facsimile the actual meter readings when requested by us; (b) provide us (or our agent) access to the Equipment to obtain meter readings; or (c) allow us (or our agent) to attach an automatic meter reading device to the Equipment. We may audit any automatic meter reading device periodically. Rental Payments are due whether or not you receive an invoice. If you have a dispute with the Supplier regarding the Equipment or any service, repair or maintenance of the Equipment (including without limitation, any equipment designated "Service Only"), you shall continue to pay us all Rental Payments and Overage Copy Charges without deduction or withholding of any amounts. You authorize us to adjust the Rental Payments by not more than 15% to reflect any reconfiguration of the Equipment or adjustments to reflect applicable sales taxes or the cost of the Equipment by the manufacturer and/or Supplier. You agree to pay us an interim payment from and including the Commencement Date through, but not including, the payment due date of the month next following the Commencement Date (the "Interim Rent Period") at a rate equal to 1/30th of the Rental Payment set forth herein for each calendar day during the Interim Rent Period.
- OTHER CHARGES.** You agree to: (a) pay all assessments, taxes and charges governmentally imposed upon Owner's purchase, ownership, possession, leasing, renting, operation, control or use and pay all premiums and other costs of insuring the Equipment; (b) reimburse us for all costs and expenses incurred in enforcing this Agreement; and (c) pay all other costs and expenses for which you are obligated under this Agreement. You agree, at

Continued on Page 2

OWNER ("We", "Us")	CUSTOMER ("You")
Impact Networking, LLC	Lake Forest Public Library
	(Customer Full Legal Name)
By: X _____	By: X _____
Name: _____	Name: _____ Title: _____
Title: _____ Date: _____	Date: _____ Federal Tax ID: _____

our discretion, to either: (1) reimburse us for all personal property and other similar taxes and governmental charges associated with the ownership, possession or use of the Equipment when billed by the jurisdictions; or (2) remit to us each month our estimate of the pro-rated equivalent of such taxes and governmental charges. In the event that the Billing Period sums including a separately stated estimate of personal property and other similar taxes, you acknowledge and agree that such amount represents our estimate of such taxes that will be payable with respect to the Equipment during the Term. As compensation for our internal and external costs in the administration of taxes related to this Agreement, you agree to pay us a processing fee by asset or contract per year during the Term, not to exceed the maximum permitted by applicable law. The Tax Administrative Fee, at our sole discretion, may be increased by an amount not exceeding 10% thereof for each subsequent year of the Term to reflect our increased cost of administration and we will notify you of any such increase by indicating such increased amount in the relevant invoice or in such other manner as we deem appropriate. We may take on your behalf any action required under this Agreement which you fail to take, and upon receipt of our invoice you will promptly pay our costs (including insurance premiums and other payments to affiliates), plus reasonable processing fees. Restrictive endorsements on checks you send to us will not reduce your obligations to us. We may charge you a return check or non-sufficiency funds charge of \$25 for any check which is returned by the bank for any reason (not to exceed the maximum amount permitted by law). You agree to pay a monthly Fuel/Freight Fee, specified on page 1 of this Agreement, which will be remitted by us to the Supplier. In addition, we may charge you and you agree to pay us a UCC filing fee of \$35.00 and reimburse us for all costs involved in documenting and servicing this Agreement.

4. **LATE CHARGES.** For any payment which is not received within three (3) days of its due date, you agree to pay a late charge not to exceed the higher of 10% of the amount due or \$35 (not to exceed the maximum amount permitted by law) as reasonable collection costs.

5. **MAINTENANCE AND SERVICE; OWNERSHIP AND USE.** The Supplier identified on page 1 of this Agreement ("Supplier") has agreed to provide FULL SERVICE MAINTENANCE DURING NORMAL BUSINESS HOURS, INCLUDING ALL TONER, DEVELOPER AND PARTS NECESSARY TO PRODUCE IMAGES. YOU MUST PURCHASE COPIER PAPER AND STAPLES SEPARATELY. You acknowledge that: (a) the Supplier is solely responsible for all service maintenance of the Equipment set forth herein; (b) in the event that we assign this Agreement, our assignee (1) shall not be responsible for any service, repair or maintenance of the Equipment; and (2) will bill (on a pass through basis) on behalf of Supplier any applicable Overage Copy Charges and the portion of the Rental Payment attributable to service maintenance of the Equipment, whether "Service Only" or not; and (c) no assignee of us shall be a party to any service maintenance agreement. You agree to pay for service maintenance outside of the Supplier's normal business hours for service required by your negligence or misuse of the Equipment at Supplier's customary rates. We reserve a security interest in the Equipment to secure all of your obligations under this Agreement. We own the Equipment and you have the right to use the Equipment under the terms of this Agreement. If this Agreement is deemed to be a secured transaction, you grant us a first priority security interest in the Equipment to secure all of your obligations under this Agreement. We hereby assign to you all our rights under any manufacturer and/or supplier warranties, so long as you are not in default hereunder. You must keep the Equipment free of liens. You may not remove the Equipment from the address indicated on page 1 of this Agreement without first obtaining our approval. You agree to: (a) keep the Equipment in your exclusive control and possession; (b) use the Equipment in conformity with all insurance requirements, manufacturer's instructions and manuals; (c) keep the Equipment repaired and maintained in good working order and as required by the manufacturer's warranty and specifications; and (d) give us reasonable access to inspect the Equipment and its maintenance and other records. If any Equipment is designated "Service Only", you acknowledge and agree that: (1) we do not own such Equipment; (2) we are not providing such Equipment to you pursuant to the terms of this Agreement; (3) Supplier has agreed to provide full service maintenance of such Equipment pursuant to the terms outlined above; and (4) the portion of the Rental Payment which relates to such Equipment includes only the full service maintenance of such Equipment and not the use or rental of the Equipment.

6. **INDEMNITY.** You are responsible for all losses, damages, claims, infringement claims, injuries and attorneys' fees and costs, including, without limitation, those incurred in connection with responding to subpoenas, third party or otherwise ("Claims"), incurred or asserted by any person, in any manner relating to the Equipment, including its use, condition or possession. You agree to defend and indemnify us against all Claims, although we reserve the right to control the defense and to select or approve defense counsel. This indemnity continues beyond the termination of this Agreement for acts or omissions which occurred during the Term of this Agreement. You also agree that this Agreement has been entered into on the assumption that we are the owner of the Equipment for U.S. federal income tax purposes and will be entitled to certain U.S. federal income tax benefits available to the owner of the Equipment. You agree to indemnify us for the loss of any U.S. federal income tax benefits resulting from the failure of any assumptions in this Agreement to be correct or caused by your acts or omissions inconsistent with such assumption or this Agreement. In the event of any such loss, we may increase the Rental Payments and other amounts due to offset any such adverse effect.

7. **LOSS OR DAMAGE.** If any item of Equipment is lost, stolen or damaged you will, at your option and cost, either: (a) repair the item or replace the item with a comparable item reasonably acceptable to us; or (b) pay us the sum of: (i) all past due and current Rental Payments, Overage Copy Charges and other charges; (ii) the present value of all remaining Rental Payments and other charges for the effected item(s) of Equipment; and (iii) the Fair Market Value of the effected item(s) of Equipment. We will then transfer to you all our right, title and interest in the effected item(s) of Equipment AS-IS AND WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION, TITLE OR VALUE. Insurance proceeds shall be applied toward repair, replacement or payment hereunder, as applicable. In this Agreement, "Fair Market Value" of the Equipment means its fair market value at the end of the Term, assuming good order and condition (except for ordinary wear and tear from normal use), as estimated by us. No such loss or damage shall relieve you of your payment obligations under this Agreement.

8. **INSURANCE/COLLATERAL PROTECTION.** You agree (a) to keep the Equipment fully insured through a carrier acceptable to Us against loss at its replacement cost, with us named as loss payee; (b) you also agree to obtain a general public liability insurance policy from anyone who is acceptable to us and to include us as an insured on the policy; (c) to provide proof of insurance satisfactory to us no later than thirty (30) days following the commencement of this Agreement (or at commencement if we so elect), and thereafter upon our written request; (d) if you fail to obtain and maintain property loss insurance satisfactory to us and/or you fail to provide proof of such insurance to us within thirty (30) days of the commencement of the Agreement (or at commencement if we so elect), we have the option, but not the obligation, to do as provided in either (A) or (B) as follows, as determined in our discretion: (A) We may secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we place insurance on the Equipment, we will not name you as an insured and your interests may not be fully protected. If we secure insurance on the Equipment, you will pay us for the insurance premiums and related charges on which we may make a profit and you acknowledge the premiums may be higher than the premiums that you would pay if you placed the insurance independently, and may result in a profit to us through an investment in reinsurance. Any insurance proceeds received will be applied, at our option, (i) to repair, restore or replace the Equipment, or (ii) to pay us the remaining balance of the Agreement plus our estimated residual value, both discounted at 3% per year, provided we elect to apply this subsection A. (B) We may bill you and you shall pay us a monthly property damage surcharge of up to .0035 of the total stream of payments as a result of our administrative costs, credit risk or other costs. We may make a profit on this program. Provided you are current in paying the property damage surcharge and all other obligations under this Agreement at the time of a loss (intentional acts are not included), the remaining balance owed on this Agreement will be forgiven, provided we elected to apply this subsection B. NOTHING IN THIS SECTION WILL RELIEVE YOU OF YOUR OBLIGATION TO MAINTAIN LIABILITY INSURANCE COVERING THE EQUIPMENT.

9. **DEFAULT.** You will be in default under this Agreement if: (a) you fail to remit to us any payment within ten (10) days of the due date or breach any other obligation under this Agreement; (b) a petition is filed by or against you or any guarantor under any bankruptcy or insolvency law; (c) any representation made by you is false or misleading in any material respect; (d) you become insolvent, are liquidated or dissolved, merge, transfer a material portion of your ownership interest or assets, stop doing business, or assign rights or property for the benefit of creditors; or (e) you default under any other agreement with us or our assignees.

10. **REMEDIES.** If you default, we may do one or more of the following: (a) recover from you, AS LIQUIDATED DAMAGES FOR LOSS OF BARGAIN AND NOT AS A PENALTY, the sum of: (i) all past due and current Rental Payments, Overage Copy Charges and other charges; (ii) the present value of all remaining Rental Payments and other charges, discounted at the rate of 3% per annum (or the lowest rate permitted by law, whichever is higher); and (iii) the Fair Market Value of the Equipment; (b) declare any other agreements between us in default; (c) require you to return all of the Equipment in the manner outlined in Section 11, or take possession of the Equipment, in which case we shall not be held responsible for any losses directly or indirectly arising out of, or by reason of the presence and/or use of any and all proprietary information residing on or within the Equipment, and to lease or sell the Equipment or any portion thereof, and to apply the proceeds, less reasonable selling and administrative expenses, to the amounts due hereunder; (d) charge you interest on all amounts due us from the due date until paid at the rate of 1-1/2% per month, but in no event more than the lawful maximum rate; and (e) charge you for expenses incurred in connection with the enforcement of our remedies including, without limitation, repossession, repair and collection costs, attorneys' fees and court costs. These remedies are cumulative, are in addition to any other remedies provided for by law, and may be exercised concurrently or separately. Any failure or delay by us to exercise any right shall not operate as a waiver of any other right or future right.

11. **END OF TERM OPTIONS; RETURN OF EQUIPMENT.** If you are not in default, at least 30 days prior to the end of the Term (or the Renewal Term) you shall give us written notice of your intention at the end of the Term (or the Renewal Term) which election cannot be revoked, to either: (a) return all, but not less than all, of the Equipment at your expense; or (b) purchase all, but not less than all, of the Equipment AS-IS AND WHERE-IS WITHOUT ANY WARRANTY AS TO CONDITION, TITLE OR VALUE for the Fair Market Value, plus applicable sales and other taxes. If you FAIL TO PROVIDE US WITH SUFFICIENT 30 DAY PRIOR WRITTEN NOTICE, OR HAVING NOTIFIED US, YOU FAIL TO EITHER RETURN THE EQUIPMENT, OR PURCHASE ALL OF THE EQUIPMENT AT THE END OF THE TERM OF THIS AGREEMENT, THEN THIS AGREEMENT SHALL AUTOMATICALLY RENEW ON A MONTH-TO-MONTH BASIS (THE "RENEWAL TERM") and all of the provisions of this Agreement shall continue to apply, including, without limitation, your obligations to remit Rental Payments, Overage Copy Charges and other charges, until all of the Equipment is returned to us (either because we demand return of the Equipment or you decide to return the Equipment). If you are in default, or at the end of the Term (or the Renewal Term), you shall: (1) return all of the Equipment, freight and insurance prepaid at your cost and risk, to wherever we indicate in the continental United States, with all manuals and logs, in good order and condition (except for ordinary wear and tear from normal use), packed per the shipping company's specifications; and (2) securely remove all data from any and all disk drives or magnetic media prior to returning the Equipment (and you are solely responsible for selecting an appropriate removal standard that meets your business needs and complies with applicable laws). You will pay us for any loss in value resulting from the failure to maintain the Equipment in accordance with this Agreement or for damages incurred in shipping and handling.

12. **ASSIGNMENT.** You may not assign or dispose of any rights or obligations under this Agreement or sublease the Equipment without our prior written consent. We may, without notifying you: (a) assign all or any portion of this Agreement or our interest in the Equipment; and (b) release information we have about you and this Agreement to the manufacturer, Supplier or any prospective investor, participant or purchaser of this Agreement. If we do make an assignment under subsection 12(a) above, our assignee will have all of our rights under this Agreement, but none of our obligations. You agree not to assert against our assignee claims, offsets or defenses you may have against us.

13. **MISCELLANEOUS.** Notices must be in writing and will be deemed given five (5) days after mailing to you (or our) business address. You represent that: (a) you have authority to enter into this Agreement and by so doing you will not violate any law or agreement; and (b) this Agreement is signed by your authorized officer or agent. This Agreement is the entire agreement between us, and cannot be modified except by another document signed by us. This Agreement is binding on you and your successors and assigns. All financial information you have provided is true and a reasonable representation of your financial condition. You authorize us, our agent or our assignee to: (a) obtain credit reports and make credit inquiries; (b) furnish your information, including credit application, payment history, and account information to credit reporting agencies and our assignees, potential purchasers or investors, and parties having an economic interest in this Agreement or the Equipment, including, without limitation, the seller, Supplier or any manufacturer of the Equipment; and (c) you irrevocably grant us the power to prepare, sign on your behalf (if applicable), and file, electronically or otherwise, Uniform Commercial Code ("UCC") financing statements and any amendments thereto or continuation thereof relating to the Equipment, and containing any other information required by the applicable UCC. Any claim you have against us must be made within two (2) years after the event which caused it. If a court finds any provision of this Agreement to be unenforceable, all other terms shall remain in effect and enforceable. You authorize us to insert or correct missing information on this Agreement, including your proper legal name, serial numbers and any other information describing the Equipment. At our sole discretion, we may permit the early termination of this Agreement. If permitted, you agree to pay us a fee for such privilege. THE PARTIES INTEND THIS TO BE A "FINANCE LEASE" UNDER ARTICLE 2A OF THE UCC. YOU WAIVE ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A (508-522) OF THE UCC. YOU FURTHER HEREBY ACKNOWLEDGE AND AGREE THAT WE AND/OR THE SUPPLIER MAY MAKE A PROFIT ON ANY AND ALL FEES REFERENCED HEREIN AND, IN SO DOING WAIVE ANY AND ALL CLAIM WHICH YOU MAY HAVE FOR UNJUST ENRICHMENT. We may receive compensation from the manufacturer and/or Supplier of the Equipment in order to enable us to reduce the cost of this Agreement below what we otherwise would charge. If we received such compensation, the reduction in the cost of this Agreement is reflected in the Rental Payment.

14. **ELECTRONIC TRANSMISSION OF DOCUMENTATION.** This Agreement may be executed in counterparts. The executed counterpart which has our original signature and/or is in our possession shall constitute chattel paper as that term is defined in the UCC and shall constitute the original agreement for all purposes, including, without limitation: (i) any hearing, trial or proceeding with respect to this Agreement; and (ii) any determination as to which version of this Agreement constitutes the single true original item of chattel paper under the UCC. If you sign and transmit this Agreement to us by facsimile or other electronic transmission, the transmitted copy shall be binding upon the parties. You agree that the facsimile or other electronic transmission of this Agreement manually signed by us, when attached to the facsimile or other electronic copy signed by you, shall constitute the original agreement for all purposes. The parties further agree that, for purposes of executing this Agreement, and subject to our prior approval and at our sole discretion: (a) a document signed and transmitted by facsimile or other electronic transmission shall be treated as an original document; (b) the signature of any party on such document shall be considered as an original signature; (c) the document transmitted shall have the same effect as a counterpart thereof containing original signatures; and (d) at our request, you, who executed this Agreement and transmitted its signature by facsimile or other electronic transmission shall provide the counterpart of this Agreement containing your original manual signature to us. No party may raise as a defense to the enforcement of this Agreement that a facsimile or other electronic transmission was used to transmit any signature of a party to this Agreement.

Agenda Item 11

Discussion and Approval of The Hodge Group Contract

PURPOSE AND ACTION REQUESTED: The staff of the Lake Forest Library (Library) requests approval of The Hodge Group contract to serve as campaign counsel. The proposed contract provides for a monthly rate of \$12,500. The contract is cancelable without reason with a 30-day written notice.

BACKGROUND/DISCUSSION: The Library retained The Hodge Group in August 2019 to complete a feasibility study and position the Library for a capital campaign. The work contracted for under the initial contract will be completed in the coming months with the seating of *The Lake Forest Library Foundation* board. The contract will commence either August 1 or September 1 depending on the current philanthropic environment.

BUDGET IMPACT: The Library's FY2021 budget anticipated expenses for campaign counsel and architectural fees in the Special Projects Line. At some point, it is anticipated that this contract will transfer to *The Lake Forest Library Foundation*.

THE HODGE GROUP



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AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

BETWEEN

Lake Forest Library

AND

THE HODGE GROUP

The Hodge Group, hereinafter referred to as the “Contractor” and Lake Forest Library, hereinafter referred to as “Client” agrees as follows:

1. The Contractor will serve as counsel for the Client and will provide comprehensive fundraising planning and implementation counsel, including areas such as: strategic planning, system development, campaign materials development, prospect research, and overall campaign and volunteer management for a campaign.
2. Services may begin in August or September 2020. The services to be delivered are specified in the Proposal for Service dated June 2020, and attached hereto and incorporated herein.
3. This all-inclusive fee for service is \$12,500 per month beginning August or September 2020. Services will be assessed on an on-going basis.
4. The Contractor will be responsible for normal in-office expenses. In addition to the aforementioned professional fee, Client will be presented with receipts and billed for outside professional services including delivery and courier services, printing and non-routine copying, document binding, job postings and US postage etc. Contractor shall obtain prior approval from Client prior to incurring any expenditure on Client’s behalf.
5. All information and resources gathered and created for the Client through the execution of service shall be the sole property of Client and will be given to the Client and will be held in strict confidence by the Contractor. The Contractor will not at any time, have control or custody of contributions. The Contractor does not retain Client information, resources, reports, records etc. once the Contractor/Client project is completed.
6. All matters relative to compensation will be held in confidence unless these matters are required to be disclosed under law.
7. (a) Client agrees that it will not hire, employ, contract or do businesses with any former employee of the Contractor, whether directly or indirectly or through another employer or any company or business entity of any type whatsoever for a period of one year from the termination of the employee from Contractor's employ, or one year from the termination of the contractual relationship between Client and the Contractor, whichever is later. Client may engage in such a relationship with a former employee of the Contractor if Client obtains the written consent of the Contractor and pays the Contractor a fee equal to the greater of \$25,000.00 or the gross revenue managed by the employee in the 12 months preceding the month of his or her termination from the Contractor's employ.

THE HODGE GROUP



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(b) Contractor agrees that it will not hire, employ, contract or do businesses with any former employee of the Client, whether directly or indirectly or through another employer or any company or business entity of any type whatsoever for a period of one year from the termination of the employee from Client's employ, or one year from the termination of the contractual relationship between Contractor and the Client, whichever is later. Contractor may engage in such a relationship with a former employee of the Client if Contractor obtains the written consent of the Client and pays the Client a fee equal to the greater of \$25,000.00 or the gross revenue managed by the employee in the 12 months preceding the month of his or her termination from the Client's employ.

8. Client or Consultant may terminate or make adjustments to this agreement as of the last day of any month with 30 days prior written notice.

This Agreement constitutes the entire agreement between the parties and may only be amended in writing by both parties.

06/17/2020

Russell L. Hodge, CFRE (date)
CEO
The Hodge Group
5131 Post Road
Suite 350
Dublin, Ohio 43017
RH/dkm

Catherine Lemmer (date)
Library Director



**PROPOSAL FOR SERVICE
CAMPAIGN IMPLEMENTATION**

LAKE FOREST LIBRARY

JUNE 17, 2020

**THE HODGE GROUP
5131 POST ROAD
SUITE 350
DUBLIN, OHIO 43017
(877) 990-3005
WWW.HODGE-GROUP.COM**



PROPOSAL FOR SERVICE CAMPAIGN IMPLEMENTATION

LAKE FOREST LIBRARY

The Hodge Group (THG) will provide comprehensive fundraising planning and implementation counsel, including areas such as: strategic planning, system development, campaign materials development, prospect research, and overall campaign and volunteer management for a campaign.

Throughout the course of the campaign, THG will provide regular written and oral reports on campaign progress, to ensure that the Lake Forest Library and campaign leadership are informed of the project's progress. *See Appendix A.1 for Timeline.*

Although this proposal focuses on campaign implementation The Hodge Group will be responsible for establishing all appropriate elements and procedures for a highly functioning foundation. This would include many of the elements in *Appendix A.2* and planning for such things as:

- Annual Campaign
- Endowment/Planned Giving
- Establishing a CRM
- Other Core Functions of a Foundation

To implement the campaign, we will divide the campaign into five parts.

1. LEADERSHIP DONOR CULTIVATION /SOLICITATION/INTERNAL ORGANIZATION

THG will concentrate on helping the Lake Forest Library cultivate leadership donors and to prepare volunteers for these assignments.

During this phase, THG will:

- Conduct a planning session for leadership gift prospects, to include:
 - Identify top gifts and determine blended strategies for each track
 - Assess the potential of non-interviewed major donor prospects

- Volunteer leadership solicitor training
- Pre-gift preparation
- Determine solicitation sequence
- Preparation of solicitation materials
- Create campaign talking points
- Manage follow-up process
- Prepare prospectus and/or proposals for funding
- Facilitate pre-solicitation conferences
 - Educate and cultivate prospects regarding the project
- Accompany leadership gift requests, as appropriate on an on-going basis
- Establish a regular schedule for the campaign
- Convert case statement into a campaign tool with supporting pledge documents
- Create and organize planned giving documents
- Identify Regional and National grant submissions for 2020/2021

2. PREPARATION FOR LEADERSHIP GIFT SOLICITATION, VOLUNTEER RECRUITMENT, TRAINING AND CAMPAIGN PREPARATION

The next phase of the campaign will focus on fine-tuning the master plan. This includes the following:

- Finalizing the commemorative opportunities
- Identification and recruitment of campaign leadership
- Training of all volunteer leadership and staff
- Conducting prospect research if appropriate
- Development of campaign theme and campaign promotional materials
- Conduct message training
- Accompany leadership gift requests, as appropriate on an on-going basis

3. MAJOR GIFTS SOLICITATION

The primary focus of this phase is the solicitation of major gifts and to lay the foundation for the broad-based community campaign. The goal is to begin the Major Gifts phase of the campaign with the following objectives accomplished:

- A minimum of 60 to 70 percent in cash and pledges secured
- Leaders and committee volunteers recruited

The Major Gifts phase of the campaign will feature the following activities:

- Major gift solicitation
- Grant submission – on-going
- Identify a repository for gifts
- Conducting research and building a grant submission schedule
- Campaign kick-off event

4. COMMUNITY CAMPAIGN

The Community Campaign will be the focus of the last phase of active solicitation in the campaign and will include the following activities:

- Development of community commemorative opportunities
- Presentations to various civic organizations
- Planning and implementation of regional community events
- Implement P2P campaign
- E-mail and social media communication

5. CAMPAIGN WRAP-UP

The Campaign Wrap-up is a very important phase of the campaign. It brings a sense of finality and closure to the campaign and will assure that all pledges and gifts to the campaign are properly recognized and acknowledged. Activities include:

- Conducting a campaign audit



- Bringing closure to all outstanding requests
- Developing a plan for pledge fulfillment
- Hosting a campaign finale event

6. TRAINING

Training may be a significant part of this process, and below are listed educational modules. All of this is designed to move swiftly into an effective philanthropic effort.

- **Solicitor Training**
- **Cultivation Training**
- **Moves Management™ Training, Cultivation**
- **Development Training, including Annual Giving, Major Giving, and Planned Giving**
- **Message Training**
- **How Culture Leads to “Hyper-philanthropy™”**

A Master AFP Trainer conducts many of the above training sessions.

PUBLIC/PRIVATE PARTNERSHIP

The Hodge Group are leaders in understanding all aspects of public/private partnerships and the tools they employ. Public/private partnerships between a government agency and private sector company can be used to finance, build and operate projects. Financing a project through a public/private partnership can allow a project to be completed sooner or make it a possibility in the first place.

Key elements of this will be identifying the philanthropic portion of the overall construction program so we can say, “*philanthropy is making a good library great.*” Given we already have a lead donor how this is done is that much more important.

DELIVERY MODEL

1. Bi-weekly conference/Zoom calls - driven by a fixed agenda based on deliverables and meeting minutes – these calls will be designed to keep Lake Forest Library on track. By having one week devoted to tactical issues, the conference call and the next week to strategic issues, the initiative will ensure intensity and success.
2. Strategic planning sessions – during these sessions we will be looking at the prospect pool as it relates to solicitation, cultivation and overall volunteerism. We will also be developing an enhanced menu for cultivation/stewardship and ensuring consistent messaging. This time will also be used to develop recruitment strategies for cabinet and other volunteer resources.
3. Volunteer and donor engagement in the field – this represents accompanying Lake Forest Library volunteers, board members and campaign leadership as they interact with donors and volunteers. It would also include training and coaching for board members, volunteers and staff.
4. Support services – will be facilitated by The Hodge Group, including agendas, improving commemorative opportunities and assisting with the overall administrative workflow. Lake Forest Library, including tracking spreadsheets, will require additional administrative work.

SUMMARY/ORGANIZING THE WORK

During each of the bi-weekly conference/Zoom calls, THG will organize our work around one of the service areas and develop assignments and deliverables based on immediate goals and long-term campaign strategies. This process will help to determine how we utilize the regularly scheduled meetings.

YOUR INVESTMENT

This all-inclusive fee for service for campaign planning and implementation is \$12,500 per month beginning in August or September 2020.

Services will be assessed jointly on an on-going basis.

Respectfully submitted,



06/17/2020

Russell L. Hodge, CFRE

Date



APPENDIX

A.1 TIMELINE

A.2 SAMPLE LIST OF ELEMENTS FOR A SUCCESSFUL FOUNDATION

A.1 TIMELINE

Lake Forest Library 2020					
June	July	August	September	October	November
<ul style="list-style-type: none"> 1. Approve The Hodge Group Contract 2. Recruit Foundation Board 3. Brief City Leadership 		<ul style="list-style-type: none"> 1. First Foundation Board Meeting 2. Prepare Gift Prospectus 	<ul style="list-style-type: none"> 1. Identify Top 6 Requests 2. Finalize and Present Gift Prospectus 	<ul style="list-style-type: none"> 1. Lead Gift Request 2. Second Foundation Meeting 	<ul style="list-style-type: none"> 1. Update on the Foundations Progress

A.2 SAMPLE LIST OF ELEMENTS FOR A SUCCESSFUL FOUNDATION

Donations

Gift Acceptance Policy
Caging Process (gift tracking process)
Investment Policies
Commemorative Policy
Current Commemorative Commitments
Current Commemorative Opportunities

Leadership

Board Manuals & Bi-laws
Board List & Contact Info
Staff Manuals & Job Descriptions
Employee Policies
Prospective Board & Nominating Process
Strategic Plan

Donors

List of Top 25 Cumulative Donors
Current Donor engagement plan & process
Sampling of Annual Donor profiles
Database overview (number of records, etc.)

Collateral Materials

Past donor appeals
Newsletters
Thank you letters
Pledge Cards
Past case for supports/appeal materials
Annual Reports
Online & electronic options / materials

Crisis Management

Emergency Plan
Contact Information (Staff & Volunteer)
Press Plan

Events

Overview of Events over last 3 years
Purpose
Budget
Return/Outcome

Amendment of HGA Inc. Contract

The current contract with HGA, Inc. provided for the following seven meetings:

1. Project Initiation
2. Information Collection (HGA & Hummel Consulting)
3. Program Development
4. Design Workshop I
5. Design Workshop II
6. Design Workshop III
7. Final Design Review

The project was to conclude with a delivery of contracted for deliverables (no meeting) in August 2020. At this point we have concluded Design Workshop III (June 22, 2020).

Under the terms of the contract, HGA estimated their time and materials at \$64,000. There was the additional subcontractor fee for Penny Hummel's work of \$23,310 and a potential reimbursement of \$7,000 for other reimbursable expenses. HGA bills the Library for actual hours. The current account billing was on track prior to the need to add another design meeting. The actual number will be provided at the Board meeting.

In conversations since the completion of the Design Workshop III, HGA does not believe that "tweaking" is going to deliver a satisfactory design based on the feedback provided at the board meeting. As reported to the Board earlier, HGA is going to bring a new design statement that retains the current work as to location, massing, ADA access, entrances, parking, site, etc.; but which differently reflects the materiality of the original building than the current design statement attempted to do. HGA will also review the design trajectory through the last three meetings and how the most recent design statement was developed with Board input.

This new design statement adds Meeting 6A Design Workshop IV. Meeting 7 Final Design Review tracks from the additional agreement. Should the Board desire/need an additional design review, a proposed Meeting 7A for a Final Design Review has been added to the amended schedule. HGA is providing this information to be transparent and enable the Board to make decisions regarding additional meetings. The costs are detailed on page 3 of the amendment. The amendment also provides for an additional exterior rendering to be prepared given the complexity of the site and for a no-cost optional walk through of the deliverables at the end. HGA remains excited about the project and our partnership.



Date Rec'd	02/19/20	
<input checked="" type="checkbox"/> Scanned	<input checked="" type="checkbox"/> Executed	<input checked="" type="checkbox"/> Linked
Commission No.	4199-003-00	

333 East Erie Street
Milwaukee, WI 53202

414.278.8200
HGA.COM

February 10, 2020; **REVISED February 19, 2020**

Writer's Direct Dial 414-278-3423

Ms. Catherine Lemmer
Library Director
Lake Forest Library
360 East Deerpath Road
Lake Forest, Illinois 60045

Re: Lake Forest Library
Programming and Predesign Letter Agreement
HGA Commission Number 4199-003-00

Dear Catherine:

Hammel, Green and Abrahamson, Inc. (HGA) is pleased to submit to Lake Forest Library (Client) this Letter Agreement to provide professional services for a Predesign Study including a Space Needs Program document for the renovation and expansion of the Lake Forest Library, located in Lake Forest, Illinois. We are providing you this Agreement to assure a clear understanding of this engagement and our mutual responsibilities.

SCOPE OF BASIC SERVICES

Based upon our understanding of the Project, HGA will provide the following services:

1. Provide a Predesign Study which will include the following:
 - a. Participation in program meetings with selected Library Consultant. The Program document will be provided by Library Consultant to HGA. Separate proposal attached.
 - b. Site Plan
 - c. Two (2) Conceptual Exterior Rendering
 - d. Two (2) Conceptual Interior Rendering
 - e. Interior Plan diagrams for each floor to include walls, doors, and select conceptual furniture layouts
 - f. Conceptual construction cost estimate for planning purposes
 - g. Summary of decisions and meeting minutes from library stakeholders and committees
2. Attend up to four (4) one-day meetings, on-site visits in Lake Forest and three (3) real time progress update Zoom calls. Additional trips to Lake Forest will be considered an

additional service. It is assumed that meetings are scheduled during 10 a.m. – 4 p.m. unless noted below:

a. Meeting 1: Project Initiation (Zoom Call)

- i. Date: Week of February 17 or February 24
- ii. Time Commitment: 2 hours, between the hours of 11:00 a.m. & 5:00 p.m.
- iii. Deliverable: Establish project goals, project schedule, estimated meeting dates, and confirm deliverables.
- iv. Attendees:
 - Library Consultant: Penny Hummel
 - HGA: Jane Dederling and Victor Pechaty
 - Library: Catherine Lemmer (Director), Felicia Song (Assistant Director), Joy Schmoll (Head of Communications), Ed Finn (Head of Operations)
 - Library Board Representative
- v. Results: Schedule is set through September 2020

b. Meeting 2: Information Collection (On-site at the Lake Forest Library)

- i. Date: Week of March 9 (date to be confirmed by all)
- ii. Deliverable: Participate in program and data collection meetings with staff, library leadership, Library Board. This is a time of assessing current state of library building (physical building condition assessment was completed by HGA during previous study), activity, programs, resources, services, etc. and learning what is important in the new space.
- iii. Library Commitment:
 - All Staff
 - Full Board with potential new board members
 - Senior Library Staff
 - Library Support for Library Consultant's Data Collection work outside
- iv. Attendees:
 - Library Consultant: Penny Hummel
 - HGA: Jane Dederling
 - Library: Catherine Lemmer (Director), Felicia Song (Assistant Director), Joy Schmoll (Head of Communications), Ed Finn (Head of Operations)
 - Library Board
- v. Results: Library Consultant is provided with and collects data and information to prepare the building program document.

c. Meeting 3: Program Development (Zoom Call)

- i. Date: Week of April 17
- ii. Time Commitment: 2.5 hours, between the hours of 11:00 a.m. & 5:00 p.m.
- iii. Deliverable: Detailed review of the draft building program document.
- iv. Attendees:
 - Library Consultant: Penny Hummel
 - HGA: Jane Dederling

- Library: Catherine Lemmer (Director), Felicia Song (Assistant Director), Joy Schmoll (Head of Communications), Ed Finn (Head of Operations)
- v. Result: Library receives and approves the 90% draft program document and HGA receives approval to draft program information to move into the design workshop. Establish date of delivery of final building program document.

d. Meeting 4: Design Workshop I (On-site at the Lake Forest Library)

- i. Date: Week of April 27
- ii. Time Commitment: 4-6 hours, between the hours of 1:00 – 4:00 p.m. – Start with detailed staff review of functional plan; 5:00 – 8:00/9:00 p.m. – Board discussion of architectural design followed by high level review of functional building plans.
- iii. Deliverables:
 - Finalize program document with Library leadership and Library Board.
 - Site Plan: Site historic restoration, traffic and parking, connections to adjacent properties, pedestrian flow, etc.
 - Exterior Massing and Concept Options and Sketches: Three-dimensional images showing general size and shape of proposed addition and connection to existing building. Sketches to show preliminary design concepts for building exterior. Discuss materiality and design precedent.
 - Conceptual Space Plans: Blocking and stacking diagrams and options. This phase transforms the space program into building diagrams showing adjacencies and functional relationships. Core areas will begin to transform into floor plans showing walls, doors etc.
 - Gather general design input from Lake Forest Library and select preferred direction for further refinement and study.
- iv. Attendees:
 - Library Consultant: Penny Hummel
 - HGA: Jane Dederling and Victor Pechaty
 - Library: Catherine Lemmer (Director), Felicia Song (Assistant Director), Joy Schmoll (Head of Communications), Ed Finn (Head of Operations) and Department Heads (included in 1:00 – 4:00 p.m.)
- v. Results: HGA has sufficient guidance to move forward with more detailed building design and interior floor plans.

e. Meeting 5: Design Workshop II (Zoom Call or On-site)

- i. Dates: May 18, 19 or 20 (dates to be confirmed by all)
- ii. Time Commitment: 3-4 hours, between the hours of 11:00 a.m. & 5:00 p.m. ; 2:00 – 4:00 p.m. – Meet with Library Staff and Department Heads for

detailed review of functional plans; 5:00 – 6:00/7:00 p.m. – Board discussion of architectural design followed by high level review of interior plan development.

- iii. Deliverables:
 - Real-time Q/A: Lake Forest questions, input and direction for HGA. HGA on-going design questions, real-time sketch options/alternatives to share with Lake Forest.
 - General Progress Update regarding architectural design and interior floor plans. Floor plans will continue to develop showing walls, doors, windows and begin to reference furniture and shelving location.
 - Review high level cost information.
- iv. Attendees:
 - HGA: Jane Dederling, Victor Pechaty and Ginny Lackovic
 - Library: Catherine Lemmer (Director), Felicia Song (Assistant Director), Joy Schmoll (Head of Communications), Ed Finn (Head of Operations) and Department Heads (included in 1:00 – 4:00 p.m.)
 - Library Board Representative or Library Board Design Committee (Board or Committee discussion of design progress including architectural design and interior plan development)
- v. Results: HGA receives additional guidance and direction to continue to move forward with more detailed building design and interior floor plans.

f. Meeting 6: Design Workshop III (On-site at the Lake Forest Library)

- i. Date: Week of June 22
- ii. Time Commitment: 4-6 hours, between the hours of 2:00 – 4:00 p.m. – Meet with staff (may be limited to Library leadership for this phase) for final review of functional plans; 5:00 – 7:00 p.m. – Board discussion for approval of architectural design and interior plans.
- iii. Deliverables:
 - Review Site Plan: Traffic and parking, connections, pedestrian flow, etc.
 - Exterior Design: Three-dimensional digital images (pre-renderings) showing proposed exterior design. Images to illustrate exterior material palette, glass/window areas, select details, and surrounding site context. Images to incorporate input from Meetings 4 and 5.
 - Floor Plans: Further development and refinement implementing prior input. Show entries, all rooms, doors, preliminary furniture layout, shelving, etc.
 - Review conceptual construction cost information
 - Interior Design: Preliminary three-dimensional sketches and/or digital images illustrating 2-3 featured interior spaces/volumes.

Sketches to show spatial volume with proposed materials and colors.

- iv. Attendees:
 - HGA: Jane Dederling and Victory Pechaty
 - Library: Catherine Lemmer (Director), Felicia Song (Assistant Director), Joy Schmoll (Head of Communications), Ed Finn (Head of Operations) and Department Heads
 - Library Board or Library Board Design Committee. Library Board or Committee discussion of design program including architectural design and interior plan development and approval.
- v. Result: HGA receives additional direction regarding building design, plan refinements and cost information. HGA is directed to continue to redefine and finalize design direction.

g. Meeting 7: Final Design Review (Zoom Call)

- i. Date: Week of July 13 or 20 (dates to be confirmed by all)
- ii. Time Commitment: 2 hours, between the hours of 11:00 a.m. & 5:00 p.m.; Board Meeting 5:00 – 7:00/8:00 p.m.
- iii. Deliverables:
 - Review all design work presented at Meeting 6 with revisions/refinements incorporated
 - Review final floor plans; Review final site plan
 - Review proposed views for final renderings
 - Review final cost information
 - Review/confirm final deliverables
- iv. Attendees:
 - Library Consultant: Penny Hummel (available for questions regarding final program if required)
 - HGA: Jane Dederling and Victor Pechaty
 - Library: Catherine Lemmer (Director), Felicia Song (Assistant Director), Joy Schmoll (Head of Communications), Ed Finn (Head of Operations) and Department Heads
 - Library Board
- v. Result: HGA receives approval of final direction. The Board may have limited minor comments to incorporate into final deliverable. HGA is directed to produce final deliverables.

h. Celebrate & Deliver: No Meeting or Zoom Call Required

- i. Date: Week of August 24
- ii. Deliverable: Final Program documents, plans, images and costs delivered to Lake Forest Library for use in promotion and fundraising

The above-listed services will begin approximately March 2020 with an estimated completion of September 8, 2020.

Please carefully review the Scope of Basic Services listed above to be sure that it is accurate and that there are no items or services omitted.

COMPENSATION

Compensation to HGA for Basic Services, as provided in this Agreement, will be on an Hourly Rate basis at a multiple of 2.55 times Direct Personnel Expense (DPE)

Compensation to HGA	\$64,000
• includes HGA onsite participation in programming events; four (4) on-site and three (3) Zoom workshops; internal consultation and concept review by Ginny Lackovic.	

In addition to compensation for Basic Services, HGA will be reimbursed for its Reimbursable Expenses at 1.00 times their cost to HGA, estimated not to exceed \$7,000.

DPE is defined as the salary of HGA personnel engaged on the Project plus the cost of their mandatory and customary contributions and benefits.

Reimbursable Expenses are defined as the actual expenditures made by HGA in the interest of the Project for expenses such as out of town travel and/or living expenses, long-distance communications, reproductions and mailing, data processing, and any state or local taxes imposed where the Project is located.

Compensation to Library Consultant: Penny Hummell	\$19,950
• Hourly Fee: \$175 x 114 Hours	
Estimated travel cost to Lake Forest Library	\$3,360
Total:	\$23,310

ADDITIONAL SERVICES

HGA may be requested by the Client to provide Additional Services or the services of outside consultants, as necessary, which are in addition to the Basic Services provided for in this Agreement. If HGA is requested to provide such Additional Services, the Client shall compensate HGA for these services on an Hourly Rate basis of 2.55 times the Direct Personnel Expense of HGA's personnel providing the services and/or 1.2 times the cost to HGA of any consultants providing the services plus Reimbursable Expenses. These terms are defined below, and such compensation will be over and above any maximums set forth in this Agreement. Additional Services may include, but are not be limited to, the following:

1. Sustainability check list and cost coordination	\$2,500
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2. Per trip charge for additional single-day on-site meetings for Victory Pechaty and Jane Dederling. Charges will be reduced if only one person attends on-site, plus reimbursable expenses) \$3,600
3. Cost estimating by outside consultant or general contractor
4. Additional on-site technical/forensic review of existing building
5. Construction Documentation for dome repairs
6. Preparation for and meetings related to jurisdictional or local review and approvals
7. Additional meetings and site visits beyond those listed above

This Agreement has been signed by me on behalf of HGA. Terms and Conditions of this Agreement are attached. If this Agreement is satisfactory, please sign and date as indicated below. Once you have signed this Agreement, please return one copy to HGA and retain one copy for your records. Our receipt of the fully- executed copy will constitute our authorization to proceed.

Thank you for the opportunity to continue to work with you and the Lake Forest Library on this important project.

Sincerely,

HAMMEL, GREEN AND ABRAHAMSON, INC. (HGA)



Jane R. Dederling, IIDA, LEED AP
Vice President

ACCEPTED FOR LAKE FOREST LIBRARY (Client)

By: *Carrie Travers*

Name *Carrie Travers*

Title *President*

Date *February 19, 2020*

Attachments: Terms And Conditions

Ms. Catherine Lemmer
February 10, 2020; **Revised February 19 , 2020**
Page 8

cc: Victor Pechaty, HGA
Jadda Steiner, HGA

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and predesign.docx

TERMS AND CONDITIONS

The Client understands and acknowledges that in the evaluation, remodeling or repair of existing structures, certain design and technical decisions are made on assumptions based upon readily available documents and easily observed existing conditions. Unless specifically directed in writing by the Client, HGA shall not perform or have performed any destructive testing or open any concealed portions of the structure in order to ascertain actual conditions.

Where relevant, the Client agrees to provide the following information and/or Services, at its expense, and HGA shall be entitled to rely upon the accuracy and completeness thereof:

1. Any structural, mechanical, chemical, air and water pollution tests, tests for hazardous materials or other test inspection and reports required by code, regulation, law or the Contract Documents.
2. Legal, insurance and accounting services as may be necessary. The proposed language of certificates, assignments or agreements that require HGA's consent or signature shall be submitted for HGA's review at least 14 days prior to the date execution is needed. The time for review and/or negotiation of any such documents that HGA determines not to be a standard industry form shall be an Additional Service.
3. Provide answers to HGA's questions and attend meetings as required to accomplish the Project.
4. Provide the best available documentation and information regarding the existing conditions.

HGA will invoice monthly for Basic Services, and Additional Services and any Reimbursable Expenses. Payment is not conditional upon the happening of any other event and is due upon receipt of the invoice. Any invoiced amount not paid within thirty (30) days of the date of the invoice will include an interest and service charge of one percent (1%) per month. Objections not made to an HGA invoice in writing within thirty (30) days are deemed waived. If proper objection is not made, and you fail to pay HGA within sixty (60) days of receipt of any invoice, HGA may, after giving seven (7) days' written notice, suspend services until the outstanding balances are paid.

The Client and HGA shall not be liable to each other for any consequential damages, including loss of use, loss of profit, or cost of financing.

HGA shall not have control over or charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. HGA shall not be responsible for the Contractor's schedules or failure to carry out the Work in accordance with the Contract Documents.

HGA and its consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials in any form.

HGA shall retain all intellectual property rights to the drawings, specifications or other documents it prepares. The Client may retain copies, including reproducible copies of such documents for information and reference in connection with its use or occupancy of the Project.

This Agreement may be terminated by either party upon seven (7) days' written notice should the other fail substantially to perform in accordance with its terms, through no fault of the party that initiates the termination. In the event of termination, HGA shall be compensated for all services performed and expenses incurred to that date.

Nothing contained in this Agreement shall cause any third party to be a beneficiary of this Agreement.

This Agreement is intended to be the entire Agreement between us. Any changes or additions to this Agreement must be in writing and signed by both of us. The pre-printed terms and conditions of any Purchase Order issued for convenience that may be signed by both of us are not an addition or amendment to this Agreement and are of no force and effect.

June 26, 2020 (draft)

Writer's Direct Dial 414-278-3423

Ms. Catherine Lemmer
Library Director
Lake Forest Library
360 East Deerpath Road
Lake Forest, Illinois 60045

Re: Lake Forest Library
Additional Services Proposal: Design Workshop IV
HGA Commission Number 4199-003-01

Dear Catherine:

Hammel, Green and Abrahamson, Inc. (HGA) is pleased to submit to Lake Forest Library (Client) this Proposal to provide professional services to develop content and facilitate an additional Design Workshop (Design Workshop IV) for the renovation and expansion of the Lake Forest Library, located in Lake Forest, Illinois. The workshop is a continuation of the current design process to expand the existing library. This Design Workshop will utilize the site plan, general building footprint, and information regarding interior building organization and functional adjacency agreed upon under the scope of Basic Services.

SCOPE OF ADDITIONAL SERVICES

Based upon our understanding of the Project, HGA will provide the following Additional Services:

1. The Predesign Study will continue to include the following:
 - a. Site Plan
 - b. Two (3) conceptual exterior renderings
 - c. Two (2) conceptual interior renderings
 - d. Interior plan diagrams for each floor including walls, doors, and select conceptual furniture layouts
 - e. Conceptual construction cost estimate for planning purposes
 - f. Summary of decisions and meeting minutes from library stakeholders and committees
 - g. **Meeting 6A: Design Workshop IV (Zoom call)**
 - i. Date: July 14, 2020
 - ii. Time Commitment: 5:30 – 8:30 p.m. – Board discussion for the approval of the architectural design and advancement of interior plans.
 - iii. Deliverables:
 - New Exterior Design Concept: Three-dimensional digital images (pre-renderings) showing proposed exterior design. Images to illustrate exterior material palette, glass/window areas, select details, and surrounding site context. Images shall incorporate

input from previous meetings and subsequent conversations with the Library Director.

- Review conceptual construction cost information
 - Review existing Site Plan: Traffic and parking, connections, pedestrian flow, etc.
 - Floor Plans: Further development and refinement implementing prior input. Show entries, walls, doors, rooms, select furniture placement, etc.
- iv. Attendees:
- HGA: Jane Dederling and Victory Pechaty, **Ginny Lackovic**
 - Library: Catherine Lemmer (Director), Felicia Song (Assistant Director), Joy Schmoll (Head of Communications), Ed Finn (Head of Operations) and Department Heads
 - Library Board: Discuss new concept design including architectural design and interior plan development and approval.
- v. Result: HGA receives direction regarding building design, plan refinements, and cost information. HGA is directed to continue to redefine and finalize design direction.

(Basic Services Meetings 7 & 8 under Feb 19, 2020 contract resumes as follows)

h. Meeting 7: Final Design Review (Zoom Call)

- i. Date: Week of August 3 (date to be confirmed by all)
- ii. Time Commitment: 3:30 – 5:00 p.m. – Meet with Library Staff and Department Heads for review of functional plan; Board Meeting 5:30 – 8:30 p.m.
- iii. Deliverables:
 - Review all design work presented at Meetings including 6A with revisions and refinements incorporated
 - Review final floor plans and final site plan
 - Review proposed views for final renderings
 - Review final cost information
 - Review and confirm final deliverables
- iv. Attendees:
 - Library Consultant: Penny Hummel (available for questions regarding final program if required)
 - HGA: Jane Dederling and Victor Pechaty
 - Library: Catherine Lemmer (Director), Felicia Song (Assistant Director), Joy Schmoll (Head of Communications), Ed Finn (Head of Operations) and Department Heads
 - Library Board
- v. Result: HGA receives approval of the final direction. The Board may have limited minor comments to incorporate into the final deliverable. HGA is directed to produce final deliverables.

i. Meeting 7A: proposed Final Design Review (Zoom Call)

- i. Date: Week of August 17
- ii. Time Commitment: 5:30 – 7:30 p.m. – Meet with Library Board
- iii. Deliverables:
 - Review all final design work presented at Meetings with revisions and refinements incorporated
 - Review final floor plans and final site plan

- Review final renderings
 - Review final cost information
 - Confirm final deliverables
- iv. Attendees:
- HGA: Jane Dederling and Victor Pechaty
 - Library: Catherine Lemmer (Director), Felicia Song (Assistant Director), Joy Schmoll (Head of Communications), Ed Finn (Head of Operations) and Department Heads
 - Library Board
- v. Result: HGA is directed to finalize fundraising materials and deliverables.
- j. **Celebrate & Deliver: (Zoom Call)**
- i. Date: Week of August 24
 - ii. Time Commitment: 5:30 – 6:30 p.m. – Meet with Library Board
 - iii. Deliverable: Walk through the final deliverables: Final Program document, plans, images, and costs delivered to Lake Forest Library for use in promotion and fundraising

The above-listed additional services will continue to be completed by September 8, 2020.

Please carefully review the Scope of Additional Services listed above to be sure that it is accurate and that there are no items or services omitted.

COMPENSATION

Compensation to HGA for Additional Services, as provided in this Agreement, will be on an Hourly Rate basis not to exceed \$25,000, at a multiple of 2.55 times Direct Personnel Expense (DPE). The breakdown is as follows:

Meeting 6A	\$20,000
Meeting 7	No additional charge; included in Basic Services
Meeting 7A	\$5,000
Meeting 8	No additional charge

Note: One (1) additional exterior rendering has been included in the Final Deliverables.

In addition to compensation for Basic Services, HGA will be reimbursed for its Reimbursable Expenses at 1.00 times their cost to HGA, estimated not to exceed \$500.

DPE is defined as the salary of HGA personnel engaged on the Project plus the cost of their mandatory and customary contributions and benefits.

Reimbursable Expenses are defined as the actual expenditures made by HGA in the interest of the Project for expenses such as out of town travel and/or living expenses, long-distance communications, reproductions and mailing, data processing, and any state or local taxes imposed where the Project is located.

ADDITIONAL SERVICES

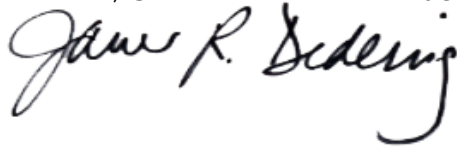
HGA may be requested by the Client to provide Additional Services or the services of outside consultants, as necessary, which are in addition to the Additional Services provided for in this Agreement. If HGA is requested to provide such Additional Services, the Client shall compensate

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HGA for these services on an Hourly Rate basis of 2.55 times the Direct Personnel Expense of HGA's personnel providing the services and/or 1.2 times the cost to HGA of any consultants providing the services plus Reimbursable Expenses. Additional Services include and are not limited to additional meetings or deliverables beyond those noted, presentations with Historic Preservation Commission, Lake Bluff Preservation Foundation, City Leadership, etc.
Thank you for the opportunity to continue to work with you and the Lake Forest Library on this important Project.

Sincerely,

HAMMEL, GREEN AND ABRAHAMSON, INC. (HGA)

A handwritten signature in black ink that reads "Jane R. Dederling". The signature is written in a cursive, flowing style.

Jane R. Dederling, IIDA, LEED AP
Vice President

cc: Victor Pechaty, HGA
Jadda Steiner, HGA

Election of the Officers for July 2020 through June 2021

Article III, Section 1 provides that the officers of the Lake Forest Library shall be a President, a Vice-President, a Secretary, and a Treasurer. Each office shall be held by a different Trustee.

Article III, Section 2, of the Library's bylaws provides that the officers shall be elected for a term of one year. The same Board member may hold the office of President for not more than two consecutive one-year terms. All officers shall hold office until the next election or until their respective successors shall have been duly elected and qualified.

The following is the slate of officers brought forward by the Nominating Committee to serve for the term starting July 1, 2020 through June 30, 2021:

Wendy Darling, President
David Rose, Vice President
Andrea Lemke, Treasurer
JoAnn Desmond, Secretary