#### Cornwall Public Library December 11, 2024 Regular Meeting Agenda

- I. Roll
- II. Approval of Agenda
- III. Approval of the Minutes:
  - A. November 13, 2024
- IV. Financial Review:
  - A. Approval of Warrant # 5
- V. Public Remarks
- VI. Communications/Donations
- VII. Director's Report See Google Docs
- VIII. Committee Reports
  - A. Finance Committee
  - B. Policy Committee
  - C. Building, Grounds & Sustainability Committee:
  - D. Friends
  - E. Personnel Committee: Approve the hiring of Susan Fernandez to Full-time Youth

Services Librarian I Civil Service approval confirmed). Approve the resignation of Orlane Dubreus, effective December 27, 2024.

- F. Strategic Planning Committee
- IX. Unfinished Business: Political Events Policy, motion to approve; Vote on Contract with Frontline IT
- X. New Business
- XI. Public Remarks
- XII. Adjournment

Next Regular Board Meeting Wednesday, January 8, 2025, 7 PM

#### **Cornwall Public Library Board of Trustees Meeting**

#### November 13, 2024 7:00 p.m.

#### Minutes

Meeting was called to order by Meghann Chyla at 7:00 p.m.

I. **Roll**: Trustees Present: Meghann Chyla (President), Michelle Query (Vice President), Amy Stermer, Christopher DeFilippi, Greg Rocco, Lucinda Poindexter

Also: Charlotte Dunaief (Director), Cathy Squillini (Minutes), Allison Barry (Treasurer)

Excused: Julia Dahl

II. **Approval of Agenda**: A *motion to approve* the agenda was made by Chris DeFilippi, seconded by Michelle Query. Discussion: Addition of approval for a \$100.00 donation from Sarah Jane Wortman under Finance Committee. Addition of a staff appreciation item under New Business. The *vote to approve* the Agenda as amended was unanimous.

III. **Approval of the Minutes**: A *motion to approve* minutes of the October 9, 2024 Meeting was made by Amy Stermer, seconded by Chris DeFilippi. Discussion: Change public remarks made during **X New Business** to **XI Public Remarks**. Note in the minutes that Lucinda Poindexter was excused for October 9, 2024 meeting. A *vote to approve* the Minutes of the October 9 meeting was unanimously approved as amended.

V. **Financial Review:** A *motion to approve* Warrant #4 in the amount of \$104,935.03 was made by Chris DeFilippi, seconded by Michelle Query. Discussion: What is the Merritt Florist expense? Supplies for an Adult craft program. Why does Toshiba appear twice on the Warrant? Payment of \$84.00 for the coin box fee, \$1,003.28 for machine rental fee. What is EJB Music LLC? Cost associated with Holiday Concert. RCLS payment of \$10,520.75 breakdown: \$407.00 license fee, \$2,333.00 e-books, remainder for RCLS services. A *vote to approve* Warrant #4 was unanimous.

#### VI. Public Remarks: None

VII. **Communications and Donations**: A donation of \$100.00 was received on November 12, 2024 from Sarah Jane Wortman in gratitude for assistance with her computer. Final check of \$22,588.00 was received for HVAC project.

#### VIII. Director's Report: See Google Docs for full report.

The Director highlighted the following items for the Board:

 $\cdot$  Susan Fernandez's civil service exam re: Librarian I has been scored. The Director canvased the list of names with the top three scores. If one refuses the position, Ms. Fernandez can take the full-time position in Youth Services which she now holds as a part-time employee.

 $\cdot$  Mrs. Satterly requested to be removed from her position as Circulation Clerk and has been assigned to work on Local History. A new part-time Clerk will be hired.

 $\cdot$  The second half of the Tax receipts check was received from CCSD and deposited on 9/18/24.

• Programs from Youth Services (3<sup>rd</sup> grade library tours) and Adult Services (AARP driver safety course) were mentioned.

• Buildings and Grounds tasks that were performed include carpet cleaning by Chris Talkowski-Stanley Steemer free of charge, windows washed, portico and sidewalk power washed, installation of bike rack, fire inspection completed with no infractions, filters replaced for the water filling station and HVAC where needed.

#### IX. Committee Reports:

**Finance Committee**: The Finance Committee, along with the Personnel Committee, will be working on budget preparation; a meeting will be scheduled for some time in the month of November. One of the goals of the Finance Committee this year is to begin backing away from RCLS IT services. The Committee and the Director are investigating Frontline and others as a possible replacement for those services.

Policy: Four policies were voted on as follows:

A *motion to approve* the Tutoring Policy was made by Lucinda Poindexter, seconded by Chris DeFilippi. Discussion: notices have been posted on the tables in the Library indicating tutoring must be completed 15 minutes before closing. A *vote to approve* the Tutoring Policy was unanimous.

A *motion to approve* the Whistle Blower Policy was made by Michelle Query, seconded by Chris DeFilippi, and unanimously approved.

A *motion to approve* the Library Manners Policy was made by Michelle Query, seconded by Chris DeFilippi. Discussion: Do we need to keep the pandemic addendum? It was decided to leave it in place. A *vote to approve* the Library Manners Policy was unanimous.

A *motion to approve* the Computer, Internet, and Wireless Usage Policy was made by Lucinda Poindexter, seconded by Michelle Query, and unanimously approved.

**Buildings, Grounds, and Sustainability:** The Committee met to discuss the requirements for re-designing the Circulation Desk and is preparing to begin securing a designer.

A *motion to approve* application for a one-year free membership to Sustainable Libraries Initiative through N.Y. Library Assn. was made by Michelle Query, seconded by Greg Rocco. Discussion: The current fee for a one-year membership is \$150.00 based on the library's budget. To become a Certified Sustainable Library a one-time fee of \$800.00 will apply. A *vote to approve* the application was unanimous.

Friends: None

**Personnel:** The Committee met and will be setting up a meeting with the Finance Committee to discuss staff salary.

**Strategic Planning Committee**: The Staff Input Form was updated and the Committee is looking to obtain an increase in responses moving forward.

Brenda Goldfarb will include a question regarding transportation on the CPL program survey distributed at each program/event. The purpose is to help the Board understand accessibility needs of community seniors.

X. **Unfinished Business**: A *motion to vote* on the RCLS 2025 budget was made by Chris DeFilippi, seconded by Michelle Query. Discussion: The Director read the letter from RCLS and presented the budget figures. A *vote to accept* the RCLS 2025 budget was unanimous.

XI. **New Business**: The Board discussed hosting political events at the Library. The discussion included:

- $\cdot$  It is appropriate that events such as political meet and greets and political forums be part of CPL Adult programming activities.
- $\cdot$  Staff members should not be in the position to moderate political events. Paid or volunteer moderators will be used.
- · It is not the role of the Board to remove a person from any CPL event.

After the discussion, the Board drafted a Political Events Policy that will be sent to the CPL lawyer for review. A vote on the Policy will occur at the January meeting.

Discussion: In past years, the Board prepared a holiday appreciation party for the Friends. However, in recent years the party was not as successful as expected due to the fact that the volunteers prefer not to drive after dark. The Director suggested that the Friends appreciate the small gifts the Board gives and that may be sufficient. The Board would also like to treat CPL staff to a holiday gathering. A party on a Friday after closure in the Community Room was suggested. The staff will be included in the decision of date/time and the Board will be informed.

#### XII. Public Remarks: None

XIII **Adjournment:** A *motion to adjourn* was made by Christopher DeFilippi, seconded by Lucinda Poindexter, and unanimously approved. The Regular Board Meeting was adjourned at 8:20 p.m.

# The next Regular Board Meeting will be held on Wednesday, December 11, 2024, at 7:00 p.m. in the CPL Community Room

## Cornwall Public Library

#### Warrant #5

#### November 2024

DATE	NAME	AMOUNT
1001 General Fu	ınd (7848) - 3 - 2	
11/01/2024	Cornwall Public Library Payroll	-27,800.01
11/01/2024	Nationwide NYS Deffered	-600.00
11/12/2024	Benninger Landscaping LTD	-900.00
11/12/2024	Lock Around the Clock	-70.00
11/12/2024	Verizon- Wireless	-15.08
11/12/2024	Aflac	-93.70
11/12/2024	Cornwall Public Library Payroll	-26,944.20
11/12/2024	Nationwide NYS Deffered	-600.00
11/19/2024	Toshiba America Business Solutions	-7.86
11/19/2024	Utica National Insurance Group	-16,560.06
11/20/2024	New York State and Local Employee's Retirement System	-70,985.00
11/20/2024	Interstate Waste Services	-166.40
11/20/2024	NET 2 PHONE	-193.44
11/20/2024	Verizon	-119.00
11/20/2024	Heaven Scents Candle Co	-385.00
11/26/2024	Cornwall Public Library Payroll	-26,910.60
11/26/2024	NYS Health Insurance Pending Acct	-7,429.50
11/27/2024	Village of Cornwall on Hudson	-128.00
11/27/2024	NYS & Local Retirement	-991.81
11/27/2024	Nationwide NYS Deffered	-600.00
11/27/2024	Toshiba	-84.00
11/27/2024	The Guardian Life Insurance Company of America	-2,063.78
11/30/2024	Elan Financial Services	-2,734.11
11/30/2024	Toshiba	-828.98
11/30/2024	Architectural Digest	-39.99
11/30/2024	Blackstone Publishing	-260.58
11/30/2024	Brodart Co	-137.75
11/30/2024	Brodart Co- JUV	-1,404.77
11/30/2024	Brodart Co McN	-610.75
11/30/2024	Cengage Learning Inc/Gale	-323.16
11/30/2024	Central Hudson Gas & Electric Corp	-2,591.62
11/30/2024	Charlotte Dunaief	-33.96
11/30/2024	CJM Plumbing, Heating & AC	-451.23
11/30/2024	Demco, Inc.	-26.13
11/30/2024	Elizabeth Fisher	-10.18
11/30/2024	Greenwald Doherty LLP	-4,687.50
11/30/2024	Heaven Scents Candle Co	-700.00
11/30/2024	hoopla	-1,170.54
11/30/2024	Ingram Library Services	-644.35
11/30/2024	Lisa Sinclair	-45.96
11/30/2024	Magnolia Journal	-30.00
11/30/2024	Midwest Tape LLC	-234.99
11/30/2024	Monroe Free Library	-9.9
11/30/2024	Pam Stockton	-9.38

# Cornwall Public Library

#### Warrant #5

#### November 2024

DATE	NAME	AMOUNT
11/30/2024	People	-135.00
11/30/2024	Reader's Digest	-21.00
11/30/2024	Sky & Telescope	-57.75
11/30/2024	Staples	-545.43
11/30/2024	The New York Times	-2,324.40
11/30/2024	Vanity Fair	-28.00
11/30/2024	Womans Day	-24.97
11/30/2024	Central Hudson Gas & Electric Corp	-41.49
Total for 1001 Ge	neral Fund (7848) - 3 - 2	\$ -203,811.40

## Cornwall Public Library

#### Budget vs. Actuals: Budget\_FY25\_P&L - FY25 P&L

July - November, 2024

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
Revenue				
4002 Local Public Funds	1,477,559.13	1,477,558.00	1.13	100.00 %
4082 Income	5,125.26	5,000.00	125.26	102.51 %
4401 Interest Income	2,096.00	500.00	1,596.00	419.20 %
4706 Friends of the Cornwall Public Library	3,198.20	13,500.00	-10,301.80	23.69 %
4840 RCLS- LLSA	4,831.00	4,810.00	21.00	100.44 %
Total Revenue	\$1,492,809.59	\$1,501,368.00	\$ -8,558.41	99.43 %
GROSS PROFIT	\$1,492,809.59	\$1,501,368.00	\$ -8,558.41	99.43 %
Expenditures				
6010 Retirement	70,985.00	76,041.00	-5,056.00	93.35 %
6020 6020 NYS Disability Benenfits	2,063.78	2,500.00	-436.22	82.55 %
6030.8 FICA/Medicare Expense	2,620.50	69,093.00	-66,472.50	3.79 %
6060 Worker's Compensation	4,561.00	9,200.00	-4,639.00	49.58 %
6090 Health Insurance	33,263.23	127,103.00	-93,839.77	26.17 %
6141 Professional Library	75,531.51	178,822.00	-103,290.49	42.24 %
6142 Clerical Salary	202,061.09	580,456.00	-378,394.91	34.81 %
6143 Treasurer Salary	2,448.10	6,365.00	-3,916.90	38.46 %
6144 Custodial Salary	11,309.40	30,971.00	-19,661.60	36.52 %
7410 Books	19,534.90	56,450.00	-36,915.10	34.61 %
7410.9 McNaughton	2,443.00	7,329.00	-4,886.00	33.33 %
7411 Movie License	248.08	700.00	-451.92	35.44 %
7412 Video/Music/Books on Tape	15,176.38	40,990.00	-25,813.62	37.02 %
7413 Serials/Reference	5,654.95	16,100.00	-10,445.05	35.12 %
7430 Supplies	7,782.26	34,500.00	-26,717.74	22.56 %
7431 Telephone	1,635.47	4,700.00	-3,064.53	34.80 %
7432 Square Processing Fees	189.90	50.00	139.90	379.80 %
7433 Postage and Shipping	626.08	3,000.00	-2,373.92	20.87 %
7434 Printing		7,500.00	-7,500.00	
7435 7435- Travel/Conference	799.04	4,036.00	-3,236.96	19.80 %
7437 Professional Fees	18,655.77	47,050.00	-28,394.23	39.65 %
7438 Dues	584.98	1,500.00	-915.02	39.00 %
7450 Utilities/Fuel	9,261.86	41,000.00	-31,738.14	22.59 %
7451 Custodial Supplies	1,592.27	2,500.00	-907.73	63.69 %
7452 Repairs to Building	3,944.30	23,000.00	-19,055.70	17.15 %
7454 Building Insurance	15,729.06	13,500.00	2,229.06	116.51 %
7455 RCLS	25,986.23	77,472.00	-51,485.77	33.54 %
7469 Service Contracts	10,296.58	39,440.00	-29,143.42	26.11 %
Total Expenditures	\$544,984.72	\$1,501,368.00	\$ -956,383.28	36.30 %
NET OPERATING REVENUE	\$947,824.87	\$0.00	\$947,824.87	0.00%
NET REVENUE	\$947,824.87	\$0.00	\$947,824.87	0.00%

#### November 2024 Director's Report note: Closed 11/22/2024 –Bad Weather; 11/28 & 11/29/2024 Thanksgiving

#### Personnel

· 11/18--EW and I interviewed Candidates for the open Circulation Desk hours

 $\cdot$  Susan F's MSD has been sent to Civil Service, we are waiting for her to be approved for full-time employment.

· Placed ads on Indeed for a Public Relations Specialist and a Part-time Reference Librarian.

#### **Budget/Financial**

· 11/22 Met with Chris (Finance Chair) to review personnel salaries on a person-by-person basis.

#### Programming

- · 11/5 Midday matinee- Thelma -21 attendees
- · 11/11 Veteran's Day Program, 72 Adults & Children attended
- · 11/12 Cornwall Highland Arts Alliance Reception 18 Attendees
- · 11/14 Mystery Book Group-7
- · 11/15 Craft program-"Printed Pumpkin" 10 attendees
- · 11/17 Opera Club 22 attendees

#### **Building and Grounds**

• 11/27 sewage backup into janitor's slop sink, again. Dawn called a plumber, who routed the pipe in the staff lunchroom. CJM plumbing is certain that this is the "whole building trap" causing backup.

#### Monthly Statistics November 2024 (previous month in parentheses):

Registered borrowers:7,525 (7,485); Direct Access/Circulation: 9,250 (10,048); ILL Borrows: 1,398 (1,656); ILL Loans: 1,366 (1,740); Item Count: 72,557 (72,555); Wi-Fi:5,320 (5,805). Libby (Overdrive) Checkouts: 3,545 (3,565); Unique Users: 740(758). Number of visits to the Library: (5,533) Notary Services: (52 {Pam S})

**Meetings Attended:** 11/4 Strategic Planning Committee; 11/11 Finance Committee re: IT; 11/13 RCLS Director's Association; 11/13 CPL Board Meeting; 11/18 Personnel Committee; 11/19 Department heads Meeting; 11/21 Staff Meeting; 11/21 ILS Committee; 11/21 Meeting with Finance Chair.

**Webinar(s) attended**: 11/12 Net 2 Phone-scheduling Holidays on answering system; 11/21-Building Community in a Changing Climate.

## **Circulation Monthly Stats for November**

24
51
39
2
24
40
18
48
7
51
21
18
0
157
111
27
4

Ellen Winchell Service Desk Manager 12/02/2024

### Youth Services -End of Month Report – November 2024

Program name	Date	Children	Teen	Adults	Vols	Total
Baby & Me	11/1,11/8,11/15,snow	14,17,17		18,19,19		104
Dog Tales	11/4, 11/25	6, 12		1	3,3	25
ChatterBooks	11/5	8			2	10
Book Break	11/7	8				8
Family Story T	11/12,11/19,11/26	22,20,21		20,20,23		126
Readza, Rdza	11/14		9			9
Chess Time	11/16	6		4	1	11
PJ Storytime	11/7, 11/21	8,6		6,8		28
TUT Meeting	11/22					snow
Veterans Day	11/11		2		3	76
Turkey Pumpkn	Passive program					
						37
TOTALS		165	11	138	12	434

#### Meetings & Webinars

11/21 Staff Meeting- Susan & Orlane RCLS Koha Linking- Sharon, Orlane, Susan, & Liz
11/19 Manager's Meeting- Lisa 11/26 Newbery & Caldecott RCLS mtg-Lisa
Implicit Bias Webinar- Aiden, Orlane, Lisa & Liz

#### Questions @ the Desk

Reference 246, Circulation 95, Phone 61, Tech 14, iPads lent 46, Programs 41, Misc. 6.

#### **Reflections**

The passive program this month was a turkey pumpkin where each "feather" was an expression of thankfulness.

I'm grateful for our team of individuals that make up Youth Services. They are dedicated to promoting literacy and try to make each child's visit to the library memorable. (too many words to fit on a feather.)

Respectfully submitted, 12/3/24 ekf

#### **Adult Services November 2024 Report**

(Submitted by Dawn S. Thornton)

**<u>REFERENCE</u>**: Reference Questions: 159 (177); <u>1-on-1 Tech Help</u>: 19(19) <u>Quick Tech Assists</u>: 48 (65); <u>Circulation: 63 (</u>91; <u>Directional</u>: 17 (19); <u>Reader's Advisory</u>: 6(1); <u>Faxing</u>: 3 (4) <u>ILL/SEAL</u>: 4 (2); <u>Pull List</u>: 1060 (1204) <u>Printing</u>: 1014(74) <u>Phone</u>: 53 (40) <u>Virtual Ref</u>: 2 (1) <u>Reservations</u>: 3 (1); <u>Items Lent</u>: 13(9); <u>Guest Pass</u>: 29(47)

Notary Service: 37 (58)

Database Stats: NoveList Plus Searches: 8 (8); Gale Virtual Ref. Library: 0 (1); Ancestry: 231 (44)

**Hoopla:** Usage Breakdown: Digital Audiobook: 279 (279); Digital BingePass: 7(3); Digital Comics: 15 (19); Digital Ebook: 166 (151); Digital Movie: 41 (53); Digital Music: 13 (7) Digital Television: 11 (9).

#### **NYTimes Digital Subscription Stats:**

In-House Library usage sessions: 55 (54) page views: 127 (135); articles read: 75 (70); Offsite Code redemptions: 132(158); usage sessions:663(757); page views: 3459(3776); articles read: 945 (760)

PC Usage:

Adults': 327 (412); Children's: 6 (1) Laptops: 3(3)

#### HOME DELIVERIES

Items Delivered: 12 (6); Retrieved Items: 11 (7)

**PROGRAMS**: Book Chat and Chocolate: No Session (15); Members' Choice Book Group: 5; Mystery Book Group: 7; Out and About: 6; Creative Writers: (28); Midday Matinee: 21 (20); Tuesday Night Movie: 10 (15); Opera Program: 22 (28); Canasta: 36 (91); Diabetes Prevention: 15; Great Decisions: 6 (6) Teen Tech Tutors: 13 (10); Cornwall Highland Art Alliance

# **Reception**: 18; **Printed Pumpkin Program:** 10; **Garden Club:** 10; **Cornwall Clean-up Crew**: 10 (15)

I am currently assigning nonfiction collections to staff: Pam H is working the 300s and the 900s. She will temporarily filling the P.R. position, resulting in less desk staff, however Charlotte has ok'd an unstaffed reference desk if no department employees are available. Pam H has been working on an archiving project, in addition to a local history project with Ms. Dean.

Pam S has been assigned the 100s and 600s. She has also been helping me with craft programs.

Andrew is weeding the YA graphic novels, and will maintain the music CD collection, however he will soon be assigned a section/s in nonfiction.

It appears that Gale Virtual Reference Library is not being utilized by our patrons.

#### Adult Programming & Outreach Projects: November 2024

Date	Title	Attendance
11/18/24	Candle Making Workshop	24
11/19/24	The Ladies of Normandy	28
11/20/24	MSLC: Cardiac Risk Factors	11
11/26/24	MSLC: Diabetes Prevention	9
		Total:72
Creative Writers Work	shop: 11/4-9, 11/9-9, 11/18-10, 11/25-9 (CR)	Total: 37
Cornwall Clean-Up Cre	w : 11/12/24 (CR)	Total: 10
Great Decisions: Pande	emic Preparedness (CR)	Total: 14
Friends of Cornwall Lib	rary Board Meeting (CR)	Total: 12
Cornwall Highlands Art	Alliance (CR)	Total: 18
Cornwall Garden Club	(CR)	Total: 10
Cornwall Canasta Crusaders: 11/6-20, 11/13-16, 11/20-14		Total: 50
Book Club: Out & Abou	atBlack Cake by Charmaine Wilkerson 11/20/24	Total: 6

Donations to Friends of Cornwall Library:

11/18/24 Candle Making Workshop	\$79.00
11/19/24 The Ladies of Normandy	\$10.00
11/20/24 MSLC: Cardiac Risk Factors	\$ 4.00

Total: November \$93.00 Total YTD: \$1449.30

Turkey, stuffing and programming led to a grateful Cornwall Public Library programming month!

Brenda

#### **Board Meeting Schedule**

#### Regular Meetings for FY 2024-2025

#### All meetings at 7 PM, unless otherwise noted

Monday, July 1, 2024 (Organizational meeting at 6:30) Thursday July

11, 2024 11 AM; Financial portion of Board Meeting only Wednesday,

August 14, 2024

- Wednesday, September 11, 2024
- Wednesday, October 9, 2024
- Wednesday, November 13, 2024
- Wednesday, December 11, 2024
- Wednesday, January 8, 2025
- Wednesday, February 12, 2025
- Wednesday, March 12, 2025
- Wednesday, April 9, 2025 --VOTE April 22, 2025
- Wednesday, May 14, 2025

Wednesday, June 11, 2025

#### **Strategic Planning Report**

The Strategic Planning Committee met Monday, December 2, 2024.

Goals were reviewed to assess how the committee and Board can support the Director and staff with progress. The committee examined solutions for the problem of storage for records (payroll/personnel) and program supplies. We considered finding staff time to purge program supplies if the current process is not sufficient. One way time may be found is if the library needs to close for the work to fix the plumbing causing the back-ups. This will require planning to make sure plumbing needs of staff are met.



Ramapo Catskill Library System 619 RTE 17M Middletown, NY 10940

December, 2024

To Whom It May Concern,

The Board of the Cornwall Public Library has voted to become a hybrid library beginning July 1, 2025. We will begin with the removal of our public-facing computers and laptops from RCLS' IT services.

While we are grateful for the service the RCLS IT team has provided us, budgetary constraints require CPL to find more economical ways to operate.

Sincerely,

Charlotte A Dunaief, MLIS Director

Meghann Chyla Board President



# IT Support / MSP Contract Prepared for Cornwall Public Library

100 Dutch Hill Road, Suite 330 Orangeburg, NY 10962 845.664.7381 sales@frontlineds.com http://www.frontlineds.com



# Master Services Agreement

This agreement ("Agreement") is between Sinep Corporation d/b/a Frontline Data Services ("Frontline"), with its main offices at 100 Dutch Hill Road, Suite 330, Orangeburg, New York, 10962, and , Cornwall Public Library(the "Client" or "Customer") with its main offices at 395 Hudson Street, Cornwall NY 12518

1. TERM: This Agreement is for a twelve (12) month term beginning on April 1, 2025 and will automatically renew for an additional twelve (12) month term unless cancellation by either party is provided at least sixty (60) days prior to the end of the contract term. For the first partial month, if any, Frontline will submit and the Client will pay a pro-rated invoice.

2. STATEMENT OF WORK: The Statement of Work (SOW) below, contains the description of services and equipment provided as well as pricing for each category. The monthly service charge shall be a function of the pricing as described in the SOW. Any one-time charges for equipment set-up and/or installation will be invoiced at the prices set forth in the SOW.

3. PAYMENTS: Client shall pay Frontline the rates and charges as outlined in the SOW. Each such payment shall be due no later than thirty (30) days after receipt of Frontline's monthly invoice. There is no sales tax on the services that Frontline provides.

#### 4. WARRANTIES AND INDEMNIFICATION:

4.1. Warranties. Frontline warrants that the Services will be provided in a professional and workmanlike manner and that the Services and any equipment or software provided by Frontline to perform the Services do not infringe the intellectual property rights of any third-party.

4.2. Infringement Indemnification. Frontline agrees to indemnify, hold harmless and defend Client from any claims, actions, damages, losses, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees) (collectively, "Claims and Losses") brought against or suffered by Client based upon any infringement of a third-party's intellectual property or other proprietary rights caused by equipment, software or services provided by Frontline pursuant to the terms of this Agreement. If any such claim is brought for which Frontline may be liable to indemnify Client, Client shall give Frontline notice of such claim, together with a copy of the Summons and/or Complaint and any other correspondence asserting or relating to the claim, within a reasonable time after its receipt thereof. Frontline shall have full control in the defense of such claims, and Client shall cooperate with Frontline to enable Frontline to defend such claim; provided, however, that if Frontline shall fail to assume and continue the defense of any such claim, Client shall be entitled to assume the defense thereof with counsel of its choosing. In all other events, notwithstanding any case law in any jurisdiction seemingly to the contrary, the Client expressly cedes to Frontline the right to choose counsel for the defense of any such claim.

4.3. General Indemnification. Subject to the limitations of liability in this Agreement (a) Frontline shall be liable for any material breach of this Agreement and for its own negligent and intentional acts and omissions, and those of its employees and agents, in connection with its performance of this Agreement; and (b) Frontline shall indemnify, defend and hold harmless the Client and its affiliates, and its employees and agents, against any Claims and Losses arising from any such breach or negligent or intentional acts or omissions by Frontline.



4.4. Limitations of Liability. Under no circumstances shall either party be liable to the other for lost revenues, lost profits, loss of business, or consequential, indirect, punitive, exemplary or special damages of any nature, whether or not foreseeable, including as a result of negligence.

#### 5. TERMINATION:

5.1. Client's Default. If the Client breaches any material provision of this Agreement, defaults in the payment of any amount due under this Agreement, becomes the subject of bankruptcy or re-organization proceeding or becomes insolvent, then Client shall be deemed in default. If any such default continues for more than thirty (30) days after notice thereof, then Frontline shall have the right to terminate this Agreement without further obligation or liability to Client. This remedy shall be in addition to any other remedies available to Frontline as a matter of law.

5.2. Frontline's Default. If Frontline breaches any material provision of this Agreement and such breach is not cured within thirty (30) days after notice thereof, then Frontline shall be deemed in default. If any such default is not cured within the aforesaid thirty (30) day cure period, then the Client shall have the right to terminate this Agreement. In addition, Client shall have the right to terminate this Agreement (i) if Frontline becomes the subject of a bankruptcy or re-organization proceeding which is not dismissed within 30 days or becomes insolvent or (ii) in the event that Frontline shall be unable to provide Client at then prevailing rates with electric power sufficient to meet Client's needs, as they may reasonably change from time to time during the term of this Agreement. Any termination of this Agreement by Client in accordance with this Section shall be without owing any further obligation or liability to Frontline. This remedy shall be in addition to any other remedies available to Client as a matter of law.

5.3. Obligations Upon Termination. Upon termination of this Agreement for any reason, Frontline will promptly suspend performance of all Services that would otherwise have been provided pursuant to this Agreement. Client shall notify Frontline as to its requests concerning the disposition of computer hardware, data files and/or other material and Frontline shall follow such instructions provided that Frontline's reasonable and customary price to do so shall be paid to Frontline in advance.

6. CONFIDENTIALITY: Each party acknowledges that certain information disclosed by one to the other for purposes of performing its obligations under this Agreement is or may be proprietary to the disclosing party. The party to whom such information is disclosed agrees not to disclose such information or knowingly permit its employees, officers or agents to disclose such information to any third-party or to any employee not having a need to know the information in connection with his/her performance of their work relating to this Agreement.

#### 7. OTHER TERMS:

7.1. Force Majeure. Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by a condition not resulting from any act or omission on its part including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected. Neither party shall be liable for any failure or delay in performance under this Agreement (other than for delay in the payment of money due and payable hereunder) to the extent said failures or delays are proximately caused by causes beyond that party's reasonable control and occurring without its fault or negligence, including, without limitation, failure of suppliers, subcontractors, and carriers, or party to substantially meet its performance obligations under this Agreement, provided that, as a condition to the claim of non-liability, the party experiencing the difficulty shall give the other prompt written notice, with full details following the occurrence of the cause relied upon. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

7.2. Notice. All notices, consents and other communications under this Agreement shall be in writing and shall be deemed to have been received on the earlier of the date of actual receipt, the third business day after being mailed by first class mail or air mail, or the first business day after being sent by a reputable overnight delivery service.



7.3. Entire Understanding. This Agreement with the attached exhibits states the entire understanding between the parties with respect to its subject matter, and supersedes all prior proposals, negotiations and other written or oral communications and agreements between the parties with respect to the subject matter of this Agreement. No modification of this Agreement, and no waiver of any breach of this Agreement, shall be effective unless in writing and signed by an authorized representative of the party against whom enforcement is sought. No waiver of any breach of this Agreement, and no course of dealing between the parties, shall be construed as a waiver of any subsequent breach of this Agreement. To the extent that one or more provisions of this Services Agreement conflict(s) with one or more provisions of any other document or agreement, the provisions of this agreement shall prevail.

7.4. Assignment. Neither party may assign its rights under this Agreement without the other party's prior written consent, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Client may assign this Agreement to a successor to substantially all of its business without the consent of Frontline. Frontline shall have the right to assign or delegate all or part of its rights, responsibilities or duties hereunder to any parent, subsidiary, affiliate or successor to substantially all of its business upon the provision of prior written notice to Client. This Agreement shall bind, benefit and be enforceable by and against both parties and their respective successors and permitted assigns.

7.5. Governing Law; Enforceability. This Agreement is made under, and will be construed and enforced in accordance with, the substantive law of the State of New York applicable (without giving effect to principles of conflicts of law). A determination that any provision of this Agreement is invalid or unenforceable shall not affect the other provisions of this Agreement. Section headings are for convenience of reference only and shall not affect the interpretation of this Agreement.

7.6. Independent Contractors. The relationship between the parties created by this Agreement is that of independent contractors, and not partners, joint venturers or agents.

7.7. Survival. Any provision of this Agreement which must survive in order to give effect to its meaning and purpose, shall survive any expiration or termination of this Agreement.

7.8. Dispute Resolution. The parties agree that in the event of a dispute arising under or in connection with this Agreement or the performance thereof, that the parties shall not resort to litigation but, instead, will arbitrate their dispute before a single arbitrator otherwise in accordance with the rules for commercial arbitration in effect at the time, including the optional rules, of the American Arbitration Association (referred to hereafter as the "AAA"), in the County of New York. The parties irrevocably and unconditionally consent to the service of any and all process in any such proceeding by the mailing of copies of process by certified or registered mail or by delivery using any courier service providing a receipt of delivery to the other party and its counsel at their respective addresses specified herein or in accordance with the rules of the AAA. The parties further irrevocably and unconditionally agree that a final arbitral award in any such arbitration (after exhaustion of all appeals or expiration of the time for appeal) shall be conclusive and may be enforced in any jurisdiction by suit on the award or in any other manner provided by law.

IN WITNESS HEREOF, the parties have caused this Agreement to be signed by its duly authorized representatives.

Frontline Data Services	Cornwall Public Library
Signature	Signature
Nicko Feinberg	Name: Charlotte Dunaief
President	Title: Director
Date: 12 / 06 / 2024	Date:



### STATEMENT OF WORK (SOW) Scope & Services

#### Managed IT Service Plan Includes:

- IT Support for existing workstations Including: desktop, laptops
- Professional IT Consulting Services including quarterly reviews with staff members
- Network Administration Services
- Patch Management, Microsoft Updates and 3rd Party Software updates
- Onsite and Cloud Data Backup Monitoring
- Firewall Support, Service and Maintenance
- Antivirus Software Alerting and Monitoring Services (Windows & Macs)
- Ransomware Protection and Recovery Solution
- Email Administration
- Technology Procurement Recommendations and Strategy Planning
- Vendor Management
- Hardware/Software Inventory Management with quarterly lifecycle reports to assist in long term budgeting
- VPN configuration, Support and Management
- Tablet/Smartphone Email Configuration and Support

**Location:** Includes Services/Support for: 395 Hudson St., Cornwall, NY 12518 **Hardware:** Includes 14 existing library owned PCs/Laptops. If number of hardware exceeds 10%, additional support costs may be incurred.

**Networking:** Includes All Network Switches, Hubs and Firewalls. Includes ISP management, service and support for Internet connectivity.

Software: Includes Installation, troubleshooting and subscription management for all applications used

**Data Backup Monitoring:** Includes Cloud and Onsite Data Backup monitoring, alerting and file restoration services with your existing backup solution.

**Patch Management:** Includes Microsoft Windows Patch Management Services to all Windows products. Includes 3rd party patch management to all Windows devices where applicable.

Anti-Virus & Ransomware Protection and Recovery Solution: Includes installation, and monitoring and alerting for Webroot Anti-Virus Software on all devices

**VPN's:** Includes support for Virtual Private Networking (VPNs) if any between sites/Firewall. Includes support for VPNs for staff from remote locations to office.

Remote Support: Includes support for staff to access offices remotely from their devices.



#### SERVICE RESPONSE LEVEL AGREEMENT

- 1. All IT service requests will be responded to within 2 hours, same day.
- 2. Onsite Service Request response will be within 24 hours depending upon severity.
- 3. Remote Support Request response will be same day.
- 4. Emergency Support Calls: Immediate Escalation.
- 5. Standard Business Hours: 9:00 am to 6:00pm, Mon Fri, not including Holidays.

#### **IT Support Helpdesk**

All Support and service requests shall be made to: Helpdesk Telephone: (845) 664-7381 Helpdesk Email Support: support@frontline.net Executive out of hours: (845) 664-7381 follow prompts for emergency

#### **Onsite Support Services:**

All onsite support services are included where necessary.

#### Our Services are ideal for libraries who:

- Need to have their workstations, servers, computer network, and Internet access up and running 24/7/365 without problems.
- Value the security of their data, and want to do everything possible to prevent loss, corruption, or theft.
- Want to maximize the speed, availability, and performance of their network.
- Despise dealing with--or thinking about--computer problems and other complexities of operating a computer network.
- Don't have the time or staff to deal with computer network maintenance.
- Most importantly have an IT support company that is not only familiar with your library's business, but also supports numerous other libraries and their staff as well as the Patron community.



# Monthly Recurring Pricing

Description	QTY	Unit Charge	Monthly Charge
Frontline Fully Managed IT Support	14	\$105.00	\$1,470.00
NextGen Cyber Security Awareness Training Phish testing is delivered regularly, with failures re- targeted for additional training Quarterly Training Curriculum Training Policy Document	43	\$0.00	\$0.00
Frontline Network Monitoring software Inventory - Provides 360 degree visibility of the network with realtime automated device and attributes discovery	1	\$0.00	\$0.00
Monitoring - Identify's issues in real time at network and device level ensuring we are alerted when a problem occurs and infrastructure is preforming at it's best.			
Security - Provides continuous scanning of network for security vulnerabilities			

Total

\$1,470.00



# **One-Time Fees**

Description	QTY	Charge	Subtotal
Frontline Fully Managed PFsense Router Includes rackmount kit, Setup & configuration of Internet line, DHCP Server, WAN IP reconfiguration.	1	\$1,250.00	\$1,250.00
Separation of Patron Network	1	\$0.00	\$0.00
Software Setup Reconfiguration and software Installation as needed for the departing RCLS computers. Remove computers from RCLS Domain, New Ant-virus software installation, Deep Freeze installation, TeamViewer, Frontline RMM Software & Ransomeware protection	1	\$0.00	\$0.00
Optional Closet Cleanup Est time 8-10 Man hrs. 2 Techs Includes 12U Rack mount Cabinet Misc Cables, 2 Shelfs Removal of unused equipment	1	\$1,300.00	\$1,300.00

Total

\$2,550.00



# Wifi Access Points Upgrade

Description	QTY	Charge	Subtotal
Managed POE 24 Port Switch This would be recommended if you go with a VOIP phone system	1	\$479.00	\$479.00
Access Point 6 Pro	4	\$228.00	\$912.00
Wireless Access Cloud Key Rack Mount Kit included. Monthly Wireless Access Usage Reports are emailed on the 1st of every month	1	\$359.00	\$359.00
Install & Setup	1	\$225.00	\$225.00

Total \$1,975.00



## Fiber Communications Line

Description	QTY	Charge	Subtotal
Frontline Fiber 500MB SYMMETRICAL Line 1 Static IP. This would replace all of the existing Internet lines (The RCLS line as well as the Optimum line the library pays directly).	1	\$195.00	\$195.00

#### Additional Considerations

- Envisionware Licenses/Maintenance
- DeepFreeze/RestoreRX
- Email Services
- VoIP Phone System