

# A G E N D A

**REGULAR MEETING  
VIGO COUNTY PUBLIC LIBRARY  
Monday, October 18, 2021, 5:30 PM  
Vigo County Public Library  
One Library Square  
Terre Haute, IN 47807**

1. **Call to Order and Roll Call of Members**
2. **Public Input on Action Items**
3. **Consideration of Minutes of September 20, 2021, Regular Meeting** 2
4. **Treasurer's Report**
  - A. Monthly Financial Statement 5
  - B. Claims and Payroll 6
  - C. Special Claims
  - D. Gift Fund Report 21
5. **Reports to the Library Board**
  - A. Automated Material Handler Update ~ Andrew Akers, Lending Services Manager
6. **Director's Report** 22
7. **Old Business**
8. **New Business**
  - A. Approval of ARPA Grant Contract and Appropriation of Funds 30
  - B. Resolution to Establish ARPA Technology & Social Distancing Needs Grant Fund 43
  - C. SirsiDynix Contract 44
9. **Suggestions from the Staff, Board or Public for Action or Study**
10. **Next Regular Meeting:** Monday, November 15, 2021 at 5:30 p.m., Main Library.
11. **Adjournment**

At the Regular Meeting of the Vigo County Public Library Board at the Vigo County Public Library, One Library Square at 5:30 p.m. on the 20<sup>th</sup> day of September 2021, the following persons were present:

Library Board Members Present: Terry W. Jones, President; Olivia K. Goulding, Vice President; Valentine K. Muyumba, Secretary; Christi A. Fenton; and Stacy D. Killion.

Library Board Members Absent: James M. Young and Daniel I. Pigg.

Library Staff: Kristi Howe; Amy Gibson; Dennis Shepard; Heather Rayl; Lauren Elyea; Jeff Crews; Jeanette Bouchie; Seth James; and Bonnie McNair.

Others: Jodi Lach and Patrick Jeffers, Boy Scouts of America

## **PUBLIC INPUT ON ACTION ITEMS**

No public input.

## **CONSIDERATION OF REGULAR MEETING MINUTES**

A motion to approve the minutes as written for the August 16, 2021, regular meeting, made by Muyumba, seconded by Goulding, passed.

## **CONSIDERATION OF SPECIAL MEETING MINUTES**

A motion to approve the minutes as written for the September 7, 2021, special meeting, made by Goulding, seconded by Fenton, passed.

## **TREASURER'S REPORT**

### **Monthly Cash Statement**

Dennis Shepard presented the Cash Statement for the period ending August 31, 2021 (copy attached to official minutes).

### **Claims and Payroll**

Mr. Shepard presented the Month End Claims dated August 31, 2021 in the amount of \$45,908.16 (Library Operating, \$44,316.38; Gift Fund, \$334.45; Grants, \$1,257.33); Library Operating Claims dated September 20, 2021, in the amount of \$153,892.73 (Library Operating Fund, \$153,659.96, Gift Fund, \$232.77; Grants, \$0.) (Copy of Cash Statement, Month End Claims, Board Claims, and Payroll Summaries attached to official minutes.)

### **Special Claims**

There were no special claims.

**Gift Fund Report**

Mr. Shepard presented the Gift Fund report dated August 31, 2021 for \$59,193.34.

**Approval of Treasurer's Report**

A motion to approve the Treasurer's Report, made by Fenton, seconded by Muyumba, passed.

**REPORTS TO THE LIBRARY BOARD**

**What's New in Adult Services**

Adult Services Manager Jeanette Bouchie gave an update on new programs and activities in Adult Services. Ms. Bouchie explained that with each program or activity that is organized and executed, staff keep the goals of VCPL's Strategic Plan prioritized.

**DIRECTOR'S REPORT**

Ms. Howe commented on her written report.

Ms. Howe reported that VCPL's Family Learning Day was highly successful this year. This program has been going on for more than 25 years and the past few years we have seen attendance numbers at or around 1,000. Given the circumstances in which we live right now, we would have been very pleased with 500 people; however, we are excited to report that more than 800 were in attendance on Saturday, September 8, 2021.

Ms. Howe noted that the audit by the State Board of Accounts has been completed and we are awaiting the results to share with the Board.

Ms. Howe invited board members to attend the Service Awards and Retirement Luncheon at the Staff Institute on Friday, October 1, 2021. Please RSVP to Amy. She also thanked Board members for allowing VCPL to close for this important staff-training day.

A motion approving the Director's Report made by Fenton, seconded by Killion, passed. (Copy of Director's Report attached to official minutes.)

**OLD BUSINESS**

**Adoption of 2022 Library Budget**

A motion to adopt the 2022 Library Budget, made by Muyumba, seconded by Goulding, passed. (copy of Ordinance or Resolution for Appropriations and Tax Rates is attached to the official minutes).

**NEW BUSINESS**

**Consideration of Policies in the VCPL Staff Manual: Emergency Paid Sick Leave Policy**

Ms. Howe explained that due to the ongoing nature of the Coronavirus Pandemic some staff members continue to be affected by quarantine orders, childcare closures, and other COVID-19 related situations. The proposed policy will be effective from 10/01/2021 through 06/30/2022.

A motion approving the Emergency Paid Sick Leave Policy in the VCPL Staff Manual, made by Fenton, seconded by Killion, passed. (Copies of the policy attached to official minutes.)

**SUGGESTIONS FROM THE BOARD, STAFF, OR PUBLIC FOR ACTION OR STUDY**

No suggestions.

**NEXT MEETING**

Regular Meeting, Monday, October 18, 2021, at 5:30 p.m. at the Main Library.

**ADJOURNMENT**

A motion to adjourn the meeting made by Goulding, seconded by Muyumba, passed. The meeting adjourned at 6:08 p.m.

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Terry W. Jones, President

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Olivia K. Goulding, Vice President

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Valentine K. Muyumba, Secretary

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Christi A. Fenton, Board Member

**ABSENT**

**ABSENT**

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James M. Young, Board Member

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Daniel I. Pigg, Board Member

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Stacy D. Killion, Board Member

AG 10/8/21

Vigo County Public Library

Cash Statement  
 Vigo County Public Library  
 September 2021

Account Title Number	Beginning MTD Balance YTD Balance	MTD Debits YTD Debits	MTD Credits YTD Credits	Ending Balance	MTD Change YTD Change
Cash Library Operating Fund 100-01-1010	5,721,133.68 5,393,659.33	100,786.13 4,600,097.03	528,899.27 4,700,735.82	5,293,020.54	(428,113.14) (100,638.79)
Cash Gift Fund 200-00-1010	59,193.34 63,760.68	271.56 4,599.53	2,928.42 11,823.73	56,536.48	(2,656.86) (7,224.20)
Cash Rainy Day Fund 201-00-1010	1,748,249.16 1,748,249.16	0.00 0.00	0.00 0.00	1,748,249.16	0.00 0.00
Cash Grants 276-00-1010	(10,058.64) (27,309.59)	0.00 30,711.52	0.00 13,460.57	(10,058.64)	0.00 17,250.95
Cash Public Library Access Car 800-00-1010	65.00 0.00	0.00 65.00	0.00 0.00	65.00	0.00 65.00
Cash-Payroll Withholdings 803-00-1010	1,122.16 1,289.84	70,855.22 630,781.47	70,896.86 630,990.79	1,080.52	(41.64) (209.32)

<b>Voucher #</b>	<b>Name of Claimant</b>	<b>Fund</b>	<b>Amount</b>	<b>Total</b>	<b>Check # ACH # EFT #</b>	<b>Description</b>
*20560	WAYNE*DANNY	100	Check	325.00	56561	FILM IN COLLETT PARK
*20824	AO WELLNESS CENTER*	100	Check	1,480.00	56562	STAFF INSTITUTE CHAIR MASSAGES
*20884	COMMON GROUND YOGA*	100	Check	480.00	56563	STAFF INSTITUTE SPEAKER FEES (8)
*20789	JAMES*SARAH	100	Check	150.00	56564	STAFF INSTITUTE SPEAKER
*20871	KJB THEATERS*	200	Check	500.00	56565	TERROR TALES FILM RIGHTS
*20863	SPARKS ENTERPRISES, INC*	100	Check	1,571.70	56566	CATERER FOR STAFF INSTITUTE LUNCH
*20831	SQUARE DONUTS*	100	Check	57.00	56567	STAFF INSTITUTE DONUTS
				Total Count:	7	
				Total Amount:	4,563.70	
*20814	ADP INC - AUTOPAY II*	100	ACH	1,415.58	5743	PAYROLL SERVICES/WORKFORCE NOW
*20762	AMAZON.COM LLC*	100	ACH	71.34	5744	LUGGAGE TAGS FOR KITS
*20763	AMAZON.COM LLC*	100	ACH	57.54	5745	CRAFT GLUE FOR KITS
*20764	AMAZON.COM LLC*	100	ACH	185.44	5746	CIRCULATING KITS
*20765	AMAZON.COM LLC*	100	ACH	150.98	5747	CIRCULATING KITS
*20766	AMAZON.COM LLC*	100	ACH	129.00	5748	CIRCULATING KITS
*20768	AMAZON.COM LLC*	100	ACH	245.06	5749	CIRCULATING KITS
*20770	AMAZON.COM LLC*	100	ACH	138.54	5750	CIRCULATING KITS
*20771	AMAZON.COM LLC*	100	ACH	237.98	5751	CIRCULATING KITS
*20772	AMAZON.COM LLC*	100	ACH	204.36	5752	CIRCULATING KITS
*20773	AMAZON.COM LLC*	100	ACH	121.50	5753	CIRCULATING KITS
				6		

<b>Voucher #</b>	<b>Name of Claimant</b>	<b>Fund</b>	<b>Amount</b>	<b>Total</b>	<b>Check # ACH # EFT #</b>	<b>Description</b>
*20778	AMAZON.COM LLC*	100	ACH	39.99	5754	VIDEO GAMES
*20779	AMAZON.COM LLC*	100	ACH	138.76	5755	FAMILY LEARNING DAY SUPPLIES
*20780	AMAZON.COM LLC*	100	ACH	105.45	5756	VIDEO GAMES
*20781	AMAZON.COM LLC*	100	ACH	173.04	5757	VIDEO GAMES
*20782	AMAZON.COM LLC*	100	ACH	19.99	5758	VIDEO GAMES
*20783	AMAZON.COM LLC*	100	ACH	29.99	5759	VIDEO GAMES
*20784	AMAZON.COM LLC*	100	ACH	307.72	5760	VIDEO GAMES
*20785	AMAZON.COM LLC*	100	ACH	122.80	5761	POTENTIAL KIT BAGS
*20792	AMAZON.COM LLC*	100	ACH	310.68	5762	VIDEO GAMES
*20793	AMAZON.COM LLC*	100	ACH	45.98	5763	METAL MOUSE PADS FOR MAINTENANC
*20810	AMAZON.COM LLC*	100	ACH	4.99	5764	DVD MATERIALS
*20812	AMAZON.COM LLC*	100	ACH	7.50	5765	DVD MATERIALS
*20813	AMAZON.COM LLC*	100	ACH	15.55	5766	DVD MATERIALS
*20815	AMAZON.COM LLC*	100	ACH	80.52	5767	CIRCULATING KITS
*20816	AMAZON.COM LLC*	100	ACH	24.98	5768	CIRCULATING KITS
*20817	AMAZON.COM LLC*	100	ACH	5.29	5769	SCISSORS FOR ADMIN
*20818	AMAZON.COM LLC*	100	ACH	101.74	5770	CIRCULATING KITS
*20820	AMAZON.COM LLC*	100	ACH	97.98	5771	CIRCULATING KITS
*20833	AMAZON.COM LLC*	100	ACH	176.70	5772	KIT BAGS, HOTSPOT CASES, CABLES
*20834	AMAZON.COM LLC*	100	ACH	11.10	5773	SILVER EXTRA FINE POINT MARKER
*20836	AMAZON.COM LLC*	100	ACH	49.87	5774	VIDEO GAMES

<b>Voucher #</b>	<b>Name of Claimant</b>	<b>Fund</b>	<b>Amount</b>	<b>Total</b>	<b>Check # ACH # EFT #</b>	<b>Description</b>
*20841	AMAZON.COM LLC*	100	ACH	42.05	5775	BAGS FOR KITS
*20865	AMAZON.COM LLC*	200	ACH	1,499.99	5776	MACBOOK PRO FOR SPC
*20866	AMAZON.COM LLC*	100	ACH	45.99	5777	HAND SANITIZER
*20803	BAKER & TAYLOR INC*	100 200	ACH	2,625.20	5778	CIRC PRINT MAT, YS MAT, AUD REC BO
*20855	BAKER & TAYLOR INC*	100 200	ACH	2,874.97	5779	CIRC PRINT MATERIAL, YS MATERIAL
*20857	BATTERIES PLUS #011*	200	ACH	26.96	5780	CHRISTMAS IN THE PARK MUSIC SUPPLI
*20858	E-Z CLEAN INC*	100	ACH	925.94	5781	GENERAL SUPPLIES
*20859	EPROMOS*	100	ACH	738.06	5782	FLD & ISU HOMECOMING PROMO
*20808	GALE/CENGAGE LEARNING*	100	ACH	26.99	5783	CIRC PRINT MATERIAL
*20867	MANHATTAN SHORT INC.*	100	ACH	600.00	5784	FILM FESTIVAL LICENSE
*20822	MIDWEST COMMUNICATIONS, I	100	ACH	56.00	5785	FAMILY LEARNING DAY PROMO + LIVE I
*20823	MIDWEST COMMUNICATIONS, I	100	ACH	60.00	5786	FAMILY LEARNING DAY PROMO + LIVE I
*20848	MIDWEST COMMUNICATIONS, I	100	ACH	952.00	5787	FAMILY LEARNING DAY PROMO + LIVE I
*20849	MIDWEST COMMUNICATIONS, I	100	ACH	750.00	5788	FAMILY LEARNING DAY PROMO + LIVE I
*20850	MIDWEST COMMUNICATIONS, I	100	ACH	940.00	5789	FAMILY LEARNING DAY PROMO + LIVE I
*20806	MIDWEST TAPE*	100	ACH	2,072.65	5790	DVD/VIDEO MATERIAL, AUDIO REC MUS
*20842	RICOH USA INC*	100	ACH	1,458.78	5791	COPIER LEASE
*20790	SHOWCASES*	100	ACH	12.25	5792	BKCD CASES - 12 DISC, 24 TRY
*20791	SHOWCASES*	100	ACH	89.42	5793	BKCD CASES - 12 DISC, 24 TRY
*20853	SHOWCASES*	100	ACH	178.85	5794	AUDIOBOOK CASES 12 DISCS

<b>Voucher #</b>	<b>Name of Claimant</b>	<b>Fund</b>	<b>Amount</b>	<b>Total</b>	<b>Check # ACH # EFT #</b>	<b>Description</b>
						Total Count: <b>52</b> Total Amount: <b>20,804.04</b>
*20769	COURTESY CLEANING CENTEF	100	<i>E-pay</i> 19.60	19.60	8202	LAUNDERING OF TABLECLOTHS
*20795	OFFICE DEPOT*	100	<i>E-pay</i> 1.72	1.72	8204	OFFICE SUPPLIES
*20796	OFFICE DEPOT*	100	<i>E-pay</i> 14.83	14.83	8205	OFFICE SUPPLIES
*20809	CENTER POINT LARGE PRINT*	100	<i>E-pay</i> 268.44	268.44	8215	CIRC PRINT MATERIAL
*20819	OVERDRIVE*	100	<i>E-pay</i> 7,500.00	7,500.00	8216	SEPTEMBER CONTENT CREDIT
*20821	CITY OF TERRE HAUTE SEWAG	100	<i>E-pay</i> 1,641.00	1,641.00	8217	MAIN SEWAGE BILLING
*20825	TRIBUNE STAR PUBLISHING CC	100	<i>E-pay</i> 645.00	645.00	8218	VISITOR GUIDE
*20828	OFFICE DEPOT*	100	<i>E-pay</i> 93.95	93.95	8219	AVERY LABELS FOR TS
*20829	OFFICE DEPOT*	100	<i>E-pay</i> 26.40	26.40	8220	NOTECARDS FOR ILL
*20832	REPUBLIC SERVICES OF WEST	100	<i>E-pay</i> 324.81	324.81	8221	MAIN TRASH SERVICE
*20837	CINTAS CORPORATION*	100	<i>E-pay</i> 59.87	59.87	8222	MAIN CABINET SERVICE
*20703	VISA CARD SERVICES	100 200	<i>E-pay</i> 3,907.01	3,907.01	8223	VARIOUS SUPPLIES, TRAVEL, REGISTR
*20840	TABCO PRINTING & PROMOTIC	100	<i>E-pay</i> 26.55	26.55	8224	NAMEPLATE FOR NEW BOARD MEMBEF
*20843	ARAMARK UNIFORM SERVICES	100	<i>E-pay</i> 171.24	171.24	8225	WEST MAT SERVICE
*20844	INDIANA AMERICAN WATER CC	100	<i>E-pay</i> 832.49	832.49	8226	MAIN WATER SERVICE
*20845	INDIANA AMERICAN WATER CC	100	<i>E-pay</i> 575.47	575.47	8227	MAIN IRRIGATION SERVICE
*20643	SAM'S CLUB DIRECT*	100	<i>E-pay</i> 78.96	78.96	8228	PLATES, SNACKS FOR FLD
*20612	CAPITAL ONE	100	<i>E-pay</i> 111.39	9 111.39	8229	SUPPLIES FOR YS PROGRAM

<i>Voucher #</i>	<i>Name of Claimant</i>	<i>Fund</i>	<i>Amount</i>	<i>Total</i>	<i>Check # ACH # EFT #</i>	<i>Description</i>
*20851	T-MOBILE USA, INC.*	100	<i>E-pay</i>	1,090.82	8230	MAIN HOTSPOT DATA
*20852	T-MOBILE USA, INC.*	100	<i>E-pay</i>	131.78	8231	WEST HOTSPOT DATA
*20856	INFOUSA MARKETING, INC*	100	<i>E-pay</i>	480.00	8232	REF MATERIAL SERIAL, REF PRINT MAT
*20860	VERIZON - WIRELESS*	100	<i>E-pay</i>	205.56	8233	PHONE SERVICE
*20861	CROWN ELECTRIC, INC*	100	<i>E-pay</i>	1,156.25	8234	POWER INSTALLATION FOR NEW AMH
*20872	COURTESY CLEANING CENTEF	100	<i>E-pay</i>	13.72	8235	LAUNDERING OF TABLECLOTHS
*20882	ARAMARK UNIFORM SERVICES	100	<i>E-pay</i>	347.72	8237	MAIN MAT SERVICE
*20886	DLC MEDIA, INC.*	100	<i>E-pay</i>	210.00	8239	FAMILY LEARNING DAY PROMOTION
*20887	DLC MEDIA, INC.*	100	<i>E-pay</i>	210.00	8240	FAMILY LEARNING DAY PROMOTION
*20888	DLC MEDIA, INC.*	100	<i>E-pay</i>	210.00	8241	FAMILY LEARNING DAY PROMOTION
*20889	DLC MEDIA, INC.*	100	<i>E-pay</i>	157.50	8242	FAMILY LEARNING DAY PROMOTION

Total Count: **29**  
Total Amount: **20,512.08**

<i>Grand Total Fund 100:</i>	<b>43,184.17</b>
<i>Grand Total Fund 200:</i>	<b>2,695.65</b>
<i>Grand Total Fund 201:</i>	<b>0.00</b>
<i>Grand Total Fund 203:</i>	<b>0.00</b>
<i>Grand Total Fund 276:</i>	<b>0.00</b>
<i>Grand Total Fund 300:</i>	<b>0.00</b>
<i>Grand Total Fund 400:</i>	<b>0.00</b>
<i>Grand Total Fund 800:</i>	<b>0.00</b>

Grand Total Count:	<b>88</b>
Grand Total Amount:	<b>45,879.82</b>

## ACCOUNTS PAYABLE VOUCHER

**Vigo County Public Library Terre Haute, Indiana**

<b>Payee</b> <b>576</b>	<b>Purchase Order No.</b> <b>211257, 211304</b> <b>211218, 211184, 211328, 211217</b> <b>211210, 211232, 211261, 211260</b> <b>211267, 211219, 211288, 211312</b> <b>211313, 211380, 211297</b>
<b>VISA CARD SERVICES</b> <b>CARD SERVICES</b> <b>PO BOX 875852</b> <b>KANSAS CITY, MO 64187-5852</b>	<b>Terms</b> <b>E-PAY</b>
	<b>Date Due</b> <b>9/30/2021</b>

Invoice Date	Invoice Number	Description (or attach invoice(s))	Amount	
9/16/2021	242042983002 6QKHP	FACEBOOK- FAMILY LEARNING DAY EVENT PROMO	125	00
9/2/2021	24692167M2X 9DT7JR	GOOGLE- GOOGLE WORKSPACE	228	00
9/9/2021	24733097XBL K92XZE	INBIZ- NOTARY CONTINUING EDUCATION	50	00
9/13/2021	74288448803Y P1LP33	GOOGLE- DOCUMENT STUIOD ANNUAL SUBSCRIPTION	59	40
9/14/2021	7444500818R0 SK802	CREDIT- CHICAGO BOOKS AND JOURNALS- SALES TAX REFUND	-4	23
9/15/2021	243990082ELL 0P652	BEST BUY- BINOCULARS FOR CIRCULATING KITS	259	98
8/26/2021	24399007EEM 9BKPBX	BEST BUY- LAPTOP DOCKING STATION	99	99
8/26/2021	24430997FBM 30KGTV	AMERICAN LIBRARY ASSOCIATION- RDA TOOLKIT SUBSCRIPTION	208	65
8/26/2021	74430997FBM 30KGWW	CREDIT FOR SALES TAX- AMERICAN LIBRARY ASSOCIATION- RDA TOOLKIT SUBSCRIPTION	-13	65
8/27/2021	24755427G3V9 XDTV D	TSHIRT1, INC- VCPL SHIRTS FOR STAFF	512	15
9/2/2021	24431067M2D YSK721	SWANK MOVIE LICENSING USA- MOVIE RIGHTS FOR UP	275	00
9/2/2021	24492167M000 GGNR7	STONEMAIER GAMES- MATERIALS FOR CIRCULATING KITS	307	11
9/3/2021	24801977N612 RAT4Y	RETRACTABLE REELS.COM- BADGE REELS FOR PAYROLL	57	00
9/8/2021	24492157VLR XA2NOW	11 ONLINE LABELS- BOOK LABELS	222	26

9/8/2021	24492167V000 JW3KP	CANA KIT COPORATION- CHRISTMAS IN THE PARK CANA KIT	99	90
9/10/2021	24793387X000 HL2DB	YARD CARD DUDE- FAMILY LEARNING DAY YARD SIGN	155	00
9/11/2021	24906417Y3T1 A6GT3	GIFTCARDS.COM- STAFF INSTITUTE GIFT CARDS FOR RETIREES	158	50
9/12/2021	74906717Z3T3 1XSJZ	CREDIT- GIFTCARDS.COM- STAFF INSTITUTE GIFT CARDS FOR RETIREES	-158	50
9/14/2021	2490641813T6 TB6HW	GIFTCARDS.COM- STAFF INSTITUTE SERVICE AWARDS GIFT CARDS	1111	95
9/14/2021	2490641813T6 TB6JE	GIFTCARDS.COM- STAFF INSTITUTE GIFT CARDS FOR RETIREES	153	50
<b>TOTAL</b>			<b>3907</b>	<b>01</b>

I certify that the attached invoice(s) is true and correct and the materials or services itemized thereon for which charge is made were ordered and received except

Date - \_\_\_\_\_, 2021

\_\_\_\_\_  
Librarian

Voucher No.	Warrant No.	PAYEE	
Charge These Appropriations			
Account Number	Account Name	Amount	
4245	100-01	1103.20	
4325	100-01	8.75	
4213	100-02	50.00	
4325	100-02	7.00	
4325	100-07	16.31	
4442	100-07	550.78	
4462	100-07	-4.23	
4129	100-08	50.00	
4314	100-09	228.00	
4314	100-10	195.00	
4245	100-11	310.10	
4310	100-11	59.40	
4325	100-11	12.15	
4331	100-11	125.00	
4245	100-12	667.15	
4314	100-12	275.00	APPROVED _____, 2021
4245	200-00	144.75	

<b>4325</b>	<b>200-00</b>	<b>8.75</b>	
<b>4245</b>	<b>200-89</b>	<b>89.95</b>	<b>In the amount of \$</b>
<b>4325</b>	<b>200-89</b>	<b>9.95</b>	
	<b>Total</b>	<b>3,907.01</b>	<b>See Claims Docket</b>

*Library Form No. 4 (1934)*

Prescribed by State Board of Accounts

<b>Voucher #</b>	<b>Name of Claimant</b>	<b>Fund</b>	<b>Amount</b>	<b>Total</b>	<b>Check # ACH # EFT #</b>	<b>Description</b>
*20904	INDIANA STATE UNIVERSITY*	100	Check	20.00	56568	ISU HOMECOMING FEE
*20964	EVANSVILLE VANDERBURGH P	100	Check	34.00	56569	ILL REIMBURSEMENT
*20970	INDIANA STATE LIBRARY*	800	Check	65.00	56570	PLAC CARD 3RD QUARTER
*20966	TPC MECHANICAL CONTRACT	100	Check	5,095.80	56571	STRUCTURAL REPAIR & ACTUATORS
*20991	WALDENS WELLNESS AND FITI	100	Check	300.00	56572	TAI CHI FOR STRESS PROGRAM
					Total Count:	5
					Total Amount:	5,514.80
*20912	ADP INC - AUTOPAY II*	100	ACH	679.85	5795	PAYROLL SERVICES
*20947	AMAZON.COM LLC*	100	ACH	12.95	5796	CIRC MATERIALS
*20873	AMAZON.COM LLC*	100	ACH	119.98	5797	VIDEO GAMES
*20875	AMAZON.COM LLC*	100	ACH	79.97	5798	VIDEO GAMES
*20876	AMAZON.COM LLC*	200	ACH	61.10	5799	CHRISTMAS IN THE PARK- MUSIC
*20880	AMAZON.COM LLC*	100	ACH	919.76	5800	10 X 10 BLACK CANOPIES
*20927	AMAZON.COM LLC*	100	ACH	53.60	5801	FLASH DRIVES FOR PUBLIC
*20928	AMAZON.COM LLC*	100	ACH	83.80	5802	BAGS FOR YS
*20929	AMAZON.COM LLC*	100	ACH	220.73	5803	TRASH CAN DOLLY,SHOPVAC FILTERS,
*20930	AMAZON.COM LLC*	100	ACH	313.20	5804	YS KIT SUPPLIES NOVEMBER DECEMBE
*20931	AMAZON.COM LLC*	100	ACH	580.39	5805	YS KIT SUPPLIES NOVEMBER DECEMBE
*20932	AMAZON.COM LLC*	100	ACH	24.99	5806	YS KIT SUPPLIES NOVEMBER DECEMBE
*20937	AMAZON.COM LLC*	100	ACH	199.95	5807	VIDEO GAMES

<b>Voucher #</b>	<b>Name of Claimant</b>	<b>Fund</b>	<b>Amount</b>	<b>Total</b>	<b>Check # ACH # EFT #</b>	<b>Description</b>
*20948	AMAZON.COM LLC*	100	ACH	37.99	5808	LAMINATOR SHEETS
*20949	AMAZON.COM LLC*	100	ACH	77.88	5809	ISU HOMECOMING & AUTHOR PROGRA
*20952	AMAZON.COM LLC*	100	ACH	134.91	5810	ISU HOMECOMING & AUTHOR PROGRA
*20960	AMAZON.COM LLC*	100	ACH	512.67	5811	VIDEO GAMES
*20961	AMAZON.COM LLC*	100	ACH	19.99	5812	VIDEO GAMES
*20962	AMAZON.COM LLC*	100	ACH	19.99	5813	VIDEO GAMES
*20963	AMAZON.COM LLC*	100	ACH	39.98	5814	VIDEO GAMES
*20975	AMAZON.COM LLC*	100	ACH	39.99	5815	VIDEO GAMES
*20986	AMAZON.COM LLC*	100	ACH	100.31	5816	DIY BEAUTY KIT SUPPLIES
*20968	BAKER & TAYLOR INC*	100 200	ACH	5,328.84	5817	CIRC PRINT MATERIAL, YS MAT, AUD RI
*20987	BOOK DEPOT*	100	ACH	561.85	5818	YS KITS
*20978	BOSE MCKINNEY & EVANS LLP	100	ACH	2,572.50	5819	LEGAL SERVICES
*20919	CULLIGAN WATER CONDITIONI	100	ACH	40.00	5820	WEST COOLER RENTAL
*20920	CULLIGAN WATER CONDITIONI	100	ACH	145.00	5821	MAIN COOLER RENTAL
*20874	DEMCO, INC*	100	ACH	148.20	5822	HANGING BAGS, RIGID BOOK COVERS
*20868	EBSCO INFORMATION SERVICE	100	ACH	8,949.00	5823	NOVELIST SELECT AND NOVELIST PLU:
*20941	FOX*ROB	100	ACH	20.00	5824	WVHRA MEMBER MEETING TICKET REII
*20974	GALE/CENGAGE LEARNING*	100	ACH	532.30	5825	CIRC PRINT MATERIALS
*20923	INDIANA LIBRARY FEDERATION	100	ACH	2,710.00	5826	ILF CONFERENCE REGISTRATIONS
*20913	LYRASIS*	100	ACH	15 6,800.00	5827	ARCHIVSPACE HOSTING MEDIUM
*20924	MIDWEST TAPE*		ACH	5,867.93	5828	HOOPLA INVOICE

<i>Voucher #</i>	<i>Name of Claimant</i>	<i>Fund</i>	<i>Amount</i>	<i>Total</i>	<i>Check # ACH # EFT #</i>	<i>Description</i>
		100				
*20969	MIDWEST TAPE*		<i>ACH</i>	4,666.03	5829	DVD/VIDEO MATERIAL, AUD REC MUSIC
		100				
*20967	NEW AVENUES*		<i>ACH</i>	540.00	5830	CLINICAL HOURS
		100				
*20907	OCLC INC*		<i>ACH</i>	6,066.00	5831	CATALOGING SUBSCRIPTION
		100				
*20940	RICOH USA INC*		<i>ACH</i>	1,506.46	5832	COPIER LEASE
		100				
*20950	UNIQUE MANAGEMENT SERVIC		<i>ACH</i>	569.26	5833	NOTICES
		100				
*20951	UNIQUE MANAGEMENT SERVIC		<i>ACH</i>	313.25	5834	PLACEMENTS
		100				
*20911	WEAS ENGINEERING INC*		<i>ACH</i>	491.72	5835	WATER TREATMENT MANAGEMENT
		100				
						Total Count: 41
						Total Amount: 52,162.32
*20902	TOWN OF WTH WATER & SEWE		<i>E-pay</i>	68.83	8250	WEST WATER SERVICE
		100				
*20903	JOHNSON CONTROLS SECURI		<i>E-pay</i>	1,164.00	8251	SMOKE DETECTOR REPAIR
		100				
*20905	INDIANA AMERICAN WATER CC		<i>E-pay</i>	59.08	8252	PRIVATE FIRE SERVICE
		100				
*20908	WEX BANK*		<i>E-pay</i>	182.62	8253	FUEL
		100				
*20909	OFFICE DEPOT*		<i>E-pay</i>	30.59	8254	DISINFECTANT WIPES
		100				
*20910	OFFICE DEPOT*		<i>E-pay</i>	99.09	8255	OFFICE SUPPLIES
		100				
*20914	ACTION PEST CONTROL, INC*		<i>E-pay</i>	285.00	8256	WEST PEST CONTROL
		100				
*20722	LOWE'S COMMERCIAL SERVICI		<i>E-pay</i>	271.80	8257	MAINTENANCE SUPPLIES
		100				
		200				
*20917	ENA*		<i>E-pay</i>	667.37	8258	VOICE SERVICE
		100				
*20918	ENA*		<i>E-pay</i>	1,257.33	8259	INTERNET SERVICE
		276				
				16		
*20926	PAYPAL INC*		<i>E-pay</i>	19.95	8260	MONTHLY PAYFOW LINK
		100				

<b>Voucher #</b>	<b>Name of Claimant</b>	<b>Fund</b>	<b>Amount</b>	<b>Total</b>	<b>Check # ACH # EFT #</b>	<b>Description</b>
*20938	FUN EXPRESS, LLC*	100	<i>E-pay</i>	72.32	8261	SUPPLIES FOR YS KITS NOV DEC
*20954	CENTERPOINT ENERGY*	100	<i>E-pay</i>	22.44	8262	GAS SERVICE
*20955	COURTESY CLEANING CENTEF	100	<i>E-pay</i>	120.58	8263	LAUNDERING OF TABLECLOTHS
*20956	STROHM NEWSPAPERS INC*	100	<i>E-pay</i>	170.00	8264	NEWSPAPERS
*20957	LAKESHORE LEARNING MATEF	100	<i>E-pay</i>	60.96	8265	YS MATERIAL
*20958	CENTER POINT LARGE PRINT*	100	<i>E-pay</i>	23.37	8266	CIRC PRINT MATERIAL
*20959	WAGeworks, INC.*	100	<i>E-pay</i>	168.82	8267	COBRA BENEFITS
*20971	WTHI TELEVISION*	100	<i>E-pay</i>	800.00	8269	FAMILY LEARNING DAY PROMOTION
*20972	WTHI TELEVISION*	100	<i>E-pay</i>	200.00	8270	FAMILY LEARNING DAY PROMOTION
*20973	FRONTIER*	100	<i>E-pay</i>	47.85	8271	WEST PHONE SERVICE
*20953	KROGER*	100	<i>E-pay</i>	39.44	8272	FLAVOR BYTES KIT SUPPLIES
*20980	DUKE ENERGY *	100	<i>E-pay</i>	645.01	8273	WEST ELECTRIC SERVICE
*20981	DUKE ENERGY *	100	<i>E-pay</i>	13,938.51	8274	MAIN ELECTRIC SERVICE
*20982	CARRIER CORPORATION*	100	<i>E-pay</i>	4,423.85	8275	SERVICE AGREEMENT
*20983	ARAMARK UNIFORM SERVICES	100	<i>E-pay</i>	353.54	8276	MAIN SERVICE
*20984	COURTESY CLEANING CENTEF	100	<i>E-pay</i>	10.00	8277	LAUNDERING OF TABLECLOTHS
*20988	NEXSTAR BROADCASTING*	100	<i>E-pay</i>	500.00	8278	FAMILY LEARNING DAY PROMOTION
*20989	NEXSTAR BROADCASTING*	100	<i>E-pay</i>	250.00	8279	FAMILY LEARNING DAY PROMOTION
*20990	NEXSTAR BROADCASTING*	100	<i>E-pay</i>	230.00	8280	FAMILY LEARNING DAY PROMOTION

<i>Voucher #</i>	<i>Name of Claimant</i>	<i>Fund</i>	<i>Amount</i>	<i>Total</i>	<i>Check # ACH # EFT #</i>	<i>Description</i>
						Total Count: <b>30</b>
						Total Amount: <b>26,182.35</b>

<i>Grand Total Fund 100:</i>	<b>82,392.64</b>
<i>Grand Total Fund 200:</i>	<b>144.50</b>
<i>Grand Total Fund 201:</i>	<b>0.00</b>
<i>Grand Total Fund 203:</i>	<b>0.00</b>
<i>Grand Total Fund 276:</i>	<b>1,257.33</b>
<i>Grand Total Fund 300:</i>	<b>0.00</b>
<i>Grand Total Fund 400:</i>	<b>0.00</b>
<i>Grand Total Fund 800:</i>	<b>65.00</b>

Grand Total Count:	<b>76</b>
Grand Total Amount:	<b>83,859.47</b>

**Payroll Payable**  
**Voucher Register**

**Vigo County Public Library**

For Period September -2021

Page 1 of 2 Pages

Date Filed	Voucher Number	NAME OF CLAIMANT	AMOUNT OF VOUCHER	AMOUNT ALLOWED	CHECK/ WARRANT NUMBER	MEMORANDUM
9/3	Pay#16	Gross Payroll	\$ 119,400.53	\$ 119,400.53	ACH	
9/3	Pay#16	FICA	\$ 8,763.61	\$ 8,763.61	ACH	
9/3	Pay#16	PERF	\$ 15,509.10	\$ 15,509.10	ACH	
9/17	Pay#17	Gross Payroll	\$ 136,962.00	\$ 136,962.00	ACH	
9/17	Pay#17	FICA	\$ 10,107.06	\$ 10,107.06	ACH	
9/17	Pay#17	PERF	\$ 15,276.63	\$ 15,276.63	ACH	
9/17	Pay#17	Anthem	\$ 19,699.08	\$ 19,699.08	ACH	
9/17	Pay#17	Guardian	\$ 5,228.65	\$ 5,228.65	ACH	
		Gross Payroll			ACH	
		FICA	\$ -	\$ -	ACH	
		PERF	\$ -	\$ -	ACH	

Total library cost			\$ 330,946.66			
Sep.	pays 18 & 19	Great West	\$ 1,579.10	\$ 1,579.10	ACH	Staff withholding
Sep.	pays 18 & 19	Garnishments	\$ 1,432.10	\$ 1,432.10	ACH	Staff withholding
Sep.	pays 18 & 19	AFLAC	\$ 1,077.26	\$ 1,077.26	ACH	Staff withholding
Sep.	pays 18 & 19	United Way	\$ 402.00	\$ 402.00	ACH	Staff withholding
Sep.	pays 18 & 19	Anthem	\$ 7,075.42	\$ 7,075.42	ACH	Staff withholding
Sep.	pays 18 & 19	HSA adj.		\$ -	ACH	Staff withholding
Sep.	pays 18 & 19	Guardian	\$ 734.68	\$ 734.68	ACH	Staff withholding
Sep.	pays 18 & 19	Boston Mutual	\$ 654.04	\$ 654.04	ACH	Staff withholding
Sep.	pays 18 & 19	Fed Tax	\$ 22,305.73	\$ 22,305.73	ACH	Staff withholding
Sep.	pays 18 & 19	State Tax	\$ 7,953.95	\$ 7,953.95	ACH	Staff withholding
Sep.	pays 18 & 19	Local Tax	\$ 4,858.07	\$ 4,858.07	ACH	Staff withholding
Sep.	pays 18 & 19	FICA	\$ 18,870.62	\$ 18,870.62	ACH	Staff withholding
Sep.	pays 18 & 19	Vol. PERF	\$ 3,953.89	\$ 3,953.89	ACH	Staff withholding
Staff Cost			\$ 70,896.86			

**Payroll Payable**

**Vigo County Public Library**

**Voucher Register**

For Period September -2021

I hereby certify that each of the above listed vouchers and the invoices, or bills attached thereto, are true and correct and I have audited same in accordance with IC5-11-10-1,6.

October 18, 2021  
Date

\_\_\_\_\_  
Dennis L. Shepard Jr., Fiscal Officer

ALLOWANCE OF PAYROLL PAYABLE VOUCHERS

(ICS-11-10-2 permits the governing body to sign the Accounts Payable Voucher Register in lieu of signing each claim the governing body is allowing)

We have examined the voucher listing and the foregoing accounts payable register, consisting of 2 page(s), and except for the vouchers not allowed as shown on the Register such vouchers are allowed in the total amount of \$ 330,946.66

Dated this 18th day of October 2021 .

\_\_\_\_\_  
Terry W. Jones, Board President

\_\_\_\_\_  
Olivia K. Goulding, Board Vice President

\_\_\_\_\_  
Valentine K. Muyumba, Board Secretary

\_\_\_\_\_  
Christi A. Fenton, Board Member

\_\_\_\_\_  
Daniel I. Pigg, Board Member

\_\_\_\_\_  
Stacy D. Killion, Board Member

\_\_\_\_\_  
James M.Young, Board Member

September 30, 2021

Gift Fund Balances  
2021

FUND	AMOUNT	PURPOSE	APPROVAL
00-General	\$ 759.58	Unrestricted Use	Admin.
64-SPC	\$ 9,744.42	Support of SPC	Admin.
65-Big Read	\$ 450.00	Big Read	Admin.
66-YS	\$ 5,208.92	Support of YS	Admin.
67-WVCF Endowment	\$ 986.00	Support of Strategic Plan Goals	Admin.
68-Crackerbarrel	\$ 65.09	Support of Crackerbarrel	Admin.
69-Wright Foundation	\$ 10,361.46	Unrestricted Use	Admin.
70- West Emily's Garden	\$ -	Maintenance of Emily's Garden at West Branch	Admin.
71-West Branch	\$ 810.71	Support of West Branch	Admin.
72-Friends	\$ -	Support of Pre-Approved Programs/Initiatives	Admin.
73-WVLC	\$ -	Support of LLC Literacy Events	Admin.
74-Wiley Cupola	\$ 1,274.00	Maintenance of Cupola	Admin.
75-Wiley Memorial	\$ 19,310.17	Maintenance of Memorial	Admin.
77-WVCF Meeks	\$ 501.90	Childrens Literature	Admin.
81-Community Connections	\$ 216.95	Support of Community Connections	Admin.
83-Kiwanis Ys	\$ 148.80	Childrens Book Label Commemorating Speakers	Admin.
85-Phillips	\$ 3,305.47	Support of LLC and Archives	Admin.
87-Cox	\$ 646.48	Hearing Impaired Support	Admin.
89-Christmas in the Park	\$ 1,464.44	Christmas in the Park	Admin.
92-Marketing	\$ 1,000.00	Unrestricted Use	Admin.
93-Family Learning Day	\$ -	Family Learning Day	Admin.
94-TH Econ.Dev.	\$ 139.58	Adult Nonfiction Commemorating Speakers	Admin.
96-Fundraiser	\$ 142.51	Buy a Book	Admin.
<b>TOTAL</b>	<b>\$ 56,536.48</b>		

# DIRECTOR'S REPORT TO THE VIGO COUNTY PUBLIC LIBRARY BOARD OCTOBER 18, 2021

## VCPL FALL STAFF INSTITUTE

VCPL conducted a full day Staff Institute for all staff members on Friday, October 1, at the Main Library. The day began with opening remarks from Executive Director Kristi Howe, followed by a presentation and an emergency preparedness interactive exercise conducted by the Indiana State Police. After the ISP session, staff members were able to choose from several conference style break-out sessions including Library Trivia, Tai Chi, Staff Association, Breath Work and Sound Journey, Fire Preparedness and Fire Extinguisher Training, Yoga, *VCPL Emergency Scavenger Hunt*, Yoga, Healthy Eating and Nutrition, etc.

In the afternoon, staff members were joined by thirteen retirees, including former Director Betty Martin, for a catered meal prepared by Patrick's Catering. Tables were available in the lobby, both wings, and the balcony to provide staff members with an opportunity to social distance while eating. During lunch, staff members were recognized with awards for their 5 year milestones with VCPL and 2021 retirees were also celebrated. At the conclusion of the day, staff members participated in a wrap-up discussion lead by Kristi and learned about updates on the 12 Points project and what's next for 2022.

Thank you to staff members who assisted with the planning, preparation, set-up, program development and presentation, and clean-up after the 2021 Fall Staff Institute. Thank you to the VCPL Board of Trustees for supporting library employee training and development, as well as recognizing the importance of employee wellness!

## ADULT SERVICES

### COMMUNITY OUTREACH



VCPL Adult Services staff celebrated Library-card Sign-up month in September by hosting pop-up registration tables at several locations across Vigo County, including the West Terre Haute IGA, the Twelve Points Ice Cream Social, Saint Mary-of-the-Woods College, the Farmers Market, and Ivy Tech. They spoke with a total of 402 people and received 34 library card applications.

### ESL WOMEN'S CONVERSATION CLUB

The ESL Women's Conversation Club continued to explore Vigo County, traveling to Lehman's Orchard on September 29. One group member spoke of how much she enjoyed learning more about her new community: "I appreciate that you have been giving us a lot of experience, not only the weekly classes but also inviting guests and visiting fun places. I enjoy all of it!"

# DIRECTOR'S REPORT TO THE VIGO COUNTY PUBLIC LIBRARY BOARD OCTOBER 18, 2021

Another participant commented on how she has come to realize and appreciate how much we all have in common, particularly after a recent guest spoke to the group. She stated, "When your mother-in-law came to talk about her story, it reminded me that my grandmother and my mother had similar advice they'd given to me. So it made me cry. It was so touching hearing, some of them (her stories) resembled my family, even if my grandma and mother were in Japan."



## LIBRARY TOUR

VCPL welcomed Professor Park of ISU and 15 of his early education students. They spent time learning about the Library's resources and touring the Main Library. They especially enjoyed Haute Create and the Youth Services Department but were also eager to learn about how VCPL serves the community in ways that go beyond traditional expectations for libraries.

## PROGRAMS AND EVENTS

### FAMILY LEARNING DAY



After hosting a Virtual Family Learning event in 2020, VCPL staff were delighted to welcome more than 800 people to this year's in-person Family Learning Day on September 18. Guests learned about community organizations offering services to children and families while playing games, interacting with therapy dogs, creating marble roller coasters, and more! All participants received free books to add to their home libraries, too. In addition to VCPL, twenty-six community organizations participated, including the Terre Haute Children's Museum, VCSC, THFD, reTHink, Terre Haute Parks and Recreation Department, Swope Art Museum, Pride Center of Terre Haute, and ISU Center for Bat Research, Outreach, and Conservation. It was a HOT, but wonderful, day for connecting community members to Vigo County resources.

# DIRECTOR'S REPORT TO THE VIGO COUNTY PUBLIC LIBRARY BOARD OCTOBER 18, 2021

## MOVIE IN THE PARK

The Library partnered with the Collett Park Neighborhood Association and the Terre Haute Parks Department to show Pixar's *Up* on September 24. Nicole Jones, Arielle Craig, and Carrie Sisk greeted more than 70 guests at Collett Park with glow sticks, library information and warm smiles.



Guests brought chairs and blankets to spread out and watch the film at the park. Ann Welch, from the Collett Park Neighborhood Association, was thrilled with the turnout and has already requested hosting another film together in the fall of 2022, if not sooner.

The gentleman in the photo to the left approached the VCPL table and expressed how grateful he is for the library and all of the events we provide. He said several people have commented on how he looks similar to the guy in the movie *Up*, so his family bought him an *Up* t-shirt for Christmas. He was happy to watch the film and show off his shirt.

## SPECIAL COLLECTIONS

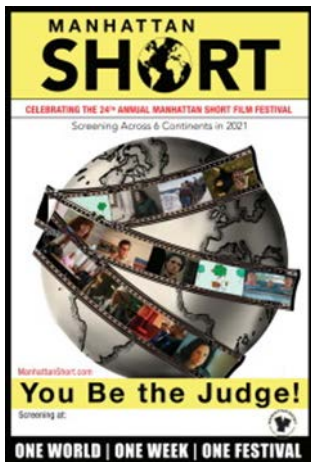
### GEORGE WARD EXHIBITION

In September, the Special Collections department prepared an exhibition discussing the 1901 lynching of George Ward, a Black man who was murdered by a white mob of Terre Hautians after being accused of killing Ida Finkelstein, a local white woman. George Ward's murder sent shockwaves throughout Vigo County and led to many Black citizens fleeing Terre Haute's interior. This year, the NAACP's Facing Injustice Project spearheaded the creation of a historical marker that memorialized George Ward's lynching, and SPC created an exhibition to show solidarity with their efforts. This exhibition serves to not only educate customers about the George Ward lynching, but also to encourage conversations about Vigo County's – and the nation's – history of racial injustice and prejudice – a conversation that VCPL believes is extremely relevant to this day. Special Collections Manager Seth James, along with Director of Technology and Special Services Heather Rayl and Executive Director Kristi Howe, represented VCPL and attended the historical marker unveiling at Fairbanks Park on September 26. SPC hopes to continue to tackle these difficult, sometimes uncomfortable, but nonetheless important topics through programming and exhibitions in the future.

# DIRECTOR'S REPORT TO THE VIGO COUNTY PUBLIC LIBRARY BOARD OCTOBER 18, 2021

## WEST BRANCH

### MANHATTAN SHORT FILM FESTIVAL



The Library held the 24<sup>th</sup> Annual MANHATTAN SHORT Film Festival in partnership with The Moonlite Drive-In Theater on September 29. The weather was perfect for an outdoor movie, with many of the attendees setting up lawn chairs to enjoy the nice, late-summer breeze. The 44 people in attendance chose the French film *Archibald's Syndrome* for Best Film, and the French Canadian actor Antoine Vézina for Best Actor. The festival organizers have decided to extend the festival this year with a Virtual Viewing option. Once online participation is complete, the final voting results will be counted and made public, so Vigo County can see how its results compared with viewers from all around the world. While people were coming up to the voting ballot box after the film, many commented on this being their second or third time attending the festival, and they shared how much they enjoy programs like this!

### VACCINATE THE VALLEY MOBILE VACCINE CLINIC

The Vigo County Health Department set up their mobile vaccine clinic on September 24 in the West Branch meeting rooms to offer COVID-19 vaccines free to the community. This was a great opportunity for West Terre Haute community members to have access to the vaccine if they wanted it, especially since there are no clinics or pharmacies in West Terre Haute where people can go to access such services.

## YOUTH SERVICES

### PAINTING WITH NICOLE

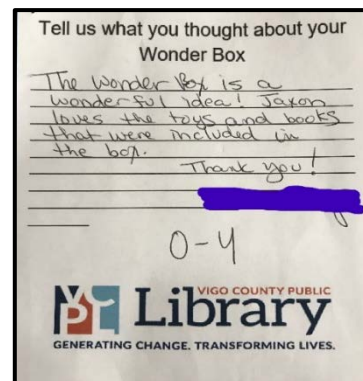
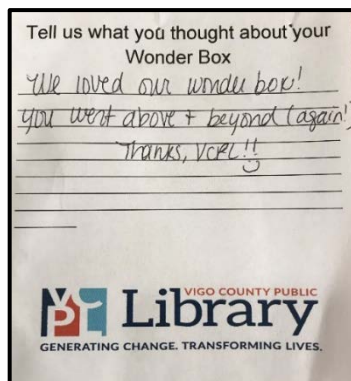


*Painting with Nicole* was held twice in September at the West Branch Shelter. Attendees painted along as Nicole Norris from Technical Services guided them step by step through painting a snail and mushroom. Participants were able to put their own spin on their snail paintings and take home their freshly created works of art. What a great opportunity for families to create art together and explore a fun new hobby.

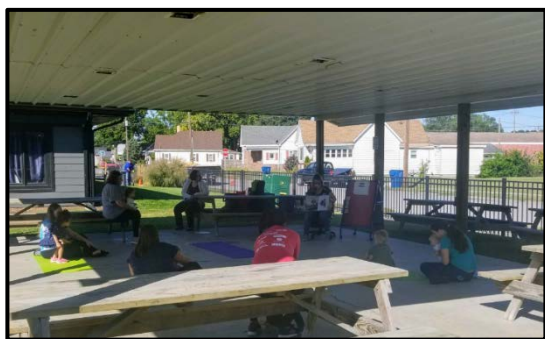
# DIRECTOR'S REPORT TO THE VIGO COUNTY PUBLIC LIBRARY BOARD OCTOBER 18, 2021

## WONDER BOXES

The Youth Services department has brought back the Wonder Box service! Wonder boxes are for youth aged 0-19 and contain circulating materials, as well as free items for registrants to keep, that align with their interests, hobbies, and likes. There are 25 boxes available each month that are reserved via registration, and in September, those spots filled up within minutes! Each box includes a card for patrons to provide feedback and VCPL received some very positive responses.



## READY TO READ OUTDOOR STORYTIMES



Youth Services and West Branch collaborated to begin holding in-person storytimes this September at the West Branch Outdoor Shelter. Customers were excited to participate in storytimes again and to socialize with others while building early literacy skills. Staff conducting the storytimes began implementing new techniques learned at the recent ILF Youth Services Conferences, such as visual schedules, to make the storytime more accessible for those who are neurodivergent.

## PERSONNEL CHANGES

### TRANSFER

Pope, Andrew III - Transfer from the full-time non-exempt position of Youth Services Librarian to the full-time non-exempt position of Youth Services Manager in the Youth Services Department effective October 18, 2021.

### EMPLOYMENT

Chandler, Lauren A. - Re-hired for the part-time non-exempt temporary position of Professional Development Mentor in the Youth Services Department effective October 15, 2021.

Respectfully submitted,  
Kristi J. Howe

10/14/21 AG

Vigo County Public Library  
September 2021

	September-21	September-20		YTD 2021	YTD 2020	
Print Circulation	20,780	20,777	0.0%	181,587	143,883	26.2%
A/V Circulation	6,686	8,859	-24.5%	66,998	82,950	-19.2%
Misc	432	292	47.9%	3,150	2,167	45.4%
Electronic Devices	71	45	57.8%	502	315	59.4%
<b>TOTAL</b>	<b>27,969</b>	<b>29,973</b>	<b>-6.7%</b>	<b>252,237</b>	<b>229,315</b>	<b>10.0%</b>

	September-21	September-20		YTD 2021	YTD 2020	
Overdrive						
E-book	4,660	2,642	76.4%	45,175	47,274	-4.4%
E-audiobook	2,811	5,578	-49.6%	30,463	26,777	13.8%
E-Magazines	360	151	138.4%	2,836	1,661	70.7%
E-video or music	12	5	140.0%	65	108	-39.8%
<b>TOTAL</b>	<b>7,843</b>	<b>8,376</b>	<b>-6.4%</b>	<b>78,539</b>	<b>75,820</b>	<b>3.6%</b>

Hoopla						
E-audiobook	1,585	1,517	4.5%	13,007	14,030	-7.3%
E-Books	805	783	2.8%	6,782	8,421	-19.5%
E-Comics	171	131	30.5%	1,679	1,624	3.4%
E-music	152	225	-32.4%	1,192	1,956	-39.1%
E-video movie	168	227	-26.0%	1,748	2,697	-35.2%
E-video TV	61	291	-79.0%	4,442	2,646	67.9%
<b>TOTAL</b>	<b>2,942</b>	<b>3,174</b>	<b>-7.3%</b>	<b>28,850</b>	<b>31,374</b>	<b>-8.0%</b>

	September-21	September-20		YTD 2021	YTD 2020	
Reference [fact-finding]	2,478	2,716	-8.8%	25,029	33,107	-24.4%

**Items Added to the Collection**

September-21	Book	Video	Video Game	Music CD	Audio Book	Misc	Total
Purchased Items	1,241	422	49	18	10	26	1,766
Donated Items	0	0	0	0	0	0	0
<b>Total Items Added</b>	<b>1,241</b>	<b>422</b>	<b>49</b>	<b>18</b>	<b>10</b>	<b>26</b>	<b>1,766</b>

YTD 2021	Book	Video	Video Game	Music CD	Audio Book	Misc	Total
Purchased Items	8,106	2,883	183	52	88	74	11,386
Donated Items	11	0	0	0	0	0	11
<b>Total Items Added</b>	<b>8,117</b>	<b>2,883</b>	<b>183</b>	<b>52</b>	<b>88</b>	<b>74</b>	<b>11,397</b>

**New Materials Ordered and Received**

September-21	Book	Video	Video Game	Music CD	Audio Book	Misc	Total
Ordered	1,161	370	24	6	21	68	1,650
Received	1,044	327	56	13	13	70	1,523

YTD 2021	Book	Video	Video Game	Music CD	Audio Book	Misc	Total
Ordered	9,876	2,773	228	43	116	143	13,179
Received	7,831	2,834	199	44	89	124	11,121

Vigo County Public Library  
September 2021

<b>ON-SITE PROGRAMS</b>	<b>September-21</b>	<b>September-20</b>		<b>YTD 2021</b>	<b>YTD 2020</b>	
Youth programs/events/classes	11	0	null	19	92	-79.3%
Teen programs/events/classes	0	0	null	0	8	-100.0%
Adult programs/events/classes	4	0	null	14	54	-74.1%
Family/general	2	1	100.0%	13	61	-78.7%
<b>TOTAL</b>	<b>17</b>	<b>1</b>	<b>1600.0%</b>	<b>46</b>	<b>215</b>	<b>-78.6%</b>

<b>ON-SITE ATTENDANCE</b>	<b>September-21</b>	<b>September-20</b>		<b>YTD 2021</b>	<b>YTD 2020</b>	
Youth attendance	48	0	null	153	530	-71.1%
Teen attendance	0	0	null	0	38	-100.0%
Adult attendance	27	0	null	147	1,149	-87.2%
Family/general attendance	810	3	26900.0%	996	756	31.7%
<b>TOTAL</b>	<b>885</b>	<b>3</b>	<b>29400.0%</b>	<b>1,296</b>	<b>2,473</b>	<b>-47.6%</b>

<b>OFF-SITE PROGRAMS</b>	<b>September-21</b>	<b>September-20</b>		<b>YTD 2021</b>	<b>YTD 2020</b>	
Youth outreach	0	1	-100.0%	0	32	-100.0%
Teen outreach	0	1	-100.0%	0	10	-100.0%
Adult outreach	2	9	-77.8%	21	55	-61.8%
Family outreach	1	0	null	8	8	0.0%
Participation in Community Events	3	0	null	9	1	800.0%
<b>TOTAL</b>	<b>6</b>	<b>11</b>	<b>-45.5%</b>	<b>38</b>	<b>106</b>	<b>-64.2%</b>

<b>OFF-SITE ATTENDANCE</b>	<b>September-21</b>	<b>September-20</b>		<b>YTD 2021</b>	<b>YTD 2020</b>	
Youth outreach attendance	0	201	-100.0%	0	1,119	-100.0%
Teen outreach attendance	0	173	-100.0%	0	347	-100.0%
Adult outreach attendance	21	166	-87.3%	387	1,343	-71.2%
Family outreach attendance	45	0	null	548	714	-23.2%
Community Events Interactions	279	0	null	1,741	6	28916.7%
<b>TOTAL</b>	<b>345</b>	<b>540</b>	<b>-36.1%</b>	<b>2,676</b>	<b>3,529</b>	<b>-24.2%</b>

	<b>September-21</b>	<b>September-20</b>		<b>YTD 2021</b>	<b>YTD 2020</b>	
Adult materials deliveries	46	43	7.0%	442	271	63.1%
Youth materials deliveries	27	17	58.8%	27	142	-81.0%
<b>TOTAL</b>	<b>73</b>	<b>60</b>	<b>21.7%</b>	<b>469</b>	<b>413</b>	<b>13.6%</b>

	<b>September-21</b>	<b>September-20</b>		<b>YTD 2021</b>	<b>YTD 2020</b>	
Computer Users	3,810	2,469	54.3%	26,680	22,991	16.0%
Web Site Hits	15,858	18,167	-12.7%	149,720	160,764	-6.9%
Mobile App Visits	557	578	-3.6%	5,025	5,297	-5.1%

	<b>September-21</b>	<b>September-20</b>		<b>YTD 2021</b>	<b>YTD 2020</b>	
Subscription Databases	10,011	12,724	-21.3%	105,642	133,835	-21.1%
ILL provided to other libraries	230	173	32.9%	1,973	893	120.9%
ILL received from other libraries	245	234	4.7%	2,302	1,386	66.1%

**Livestream Only Programs - # of streaming events Facebook, Zoom, Skype, etc. (not reposted or archived)**

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Children (ISL:0-11 yrs)	1
YA (ISL:12-18yrs)	0
Adult (ISL:18 + yrs)	3
General (all ages)	8
ESL - Adult	0
ESL - Family	0
Community Read (all ages)	0
Book Discussion (all ages)	0
<b>Livestream Only Attendance</b>	<b>18</b>

**Recorded Programs - (Never Presented Live)**

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Children (ISL:0-11 yrs)	0
YA (ISL:12-18yrs)	0
Adult (ISL:18 + yrs)	0
General (all ages)	0
ESL - Adult	0
ESL - Family	0
Community Read (all ages)	0
Book Discussion (all ages)	0
<b>Views/Hits of Recorded Programs</b>	<b>0</b>

**Grab & Go/Take & Make Kits Distributed by Age Group**

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Children (ISL:0-11 yrs)	YA (ISL:12-18yrs)	Adult (ISL:18 + yrs)	General (all ages)
55	0	0	54

## GRANT AGREEMENT

**Contract #000000000000000000057384**

This Grant Agreement ("Grant Agreement"), entered into by and between Indiana State Library (the "State") and Vigo County Public Library (the "Grantee"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

**1. Purpose of this Grant Agreement; Funding Source.** The purpose of this Grant Agreement is to enable the State to award a grant of **\$25387.91** to the Grantee for eligible costs of the services or project (the "Project") described in Exhibits A and B of this Grant Agreement, which are incorporated fully by reference. The funds shall be used exclusively in accordance with the provisions contained in this Grant Agreement and in conformance with Indiana Code §5-19-1, 4-23-7.1, and 36-12 establishing the authority to make this Grant, as well as any rules adopted thereunder. Grants will be made to organizations and libraries eligible to receive funds under the Library Services and Technology Act, P.L. 104-208 as amended by P.L. 105-128. The funds received by the Grantee pursuant to this Grant Agreement shall be used only to implement the Project or provide the services in conformance with this Grant Agreement and for no other purpose. The grant shall be from Fund #87945, Project # 730-ARPA-COMPGR, CFDA #45.310, Federal Grant LS-250210-OLS-21, Sub grant Project # ARPA21-145, Funding Source 010794. This grant shall be contingent upon the availability of LSTA funds to the State.

### FUNDING SOURCE:

If Federal Funds: Program Name per Catalog of Federal Domestic Assistance (CFDA): State Library Program  
CFDA # 45.310

### 2. Representations and Warranties of the Grantee.

A. The Grantee expressly represents and warrants to the State that it is statutorily eligible to receive these Grant funds and that the information set forth in its Grant Application is true, complete and accurate. The Grantee expressly agrees to promptly repay all funds paid to it under this Grant Agreement should it be determined either that it was ineligible to receive the funds, or it made any material misrepresentation on its grant application.

B. The Grantee certifies by entering into this Grant Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Grant Agreement by any federal or state department or agency. The term "principal" for purposes of this Grant Agreement is defined as an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Grantee.

### 3. Implementation of and Reporting on the Project.

A. The Grantee shall implement and complete the Project in accordance with **Exhibit A** and with the plans and specifications contained in its Grant Application, which is on file with the State and is incorporated by reference. Modification of the Project shall require prior written approval of the State.

B. The Grantee shall submit to the State written progress reports until the completion of the Project. These reports shall be submitted on a quarterly basis and shall contain such detail of progress or performance on the Project as is requested by the State.

**4. Term.** This Grant Agreement commences on October 01, 2021 and shall remain in effect through July 30, 2022. Unless otherwise provided herein, it may be extended upon the written agreement of the parties and as permitted by state or federal laws governing this Grant.

### 5. Grant Funding.

A. The State shall fund this Grant in the amount of \$25387.91. The approved Project Budget is set forth as **Exhibit B** of this Grant Agreement, attached hereto and incorporated herein. The Grantee shall not spend more than the amount for each line item in the Project Budget without the prior written consent of the State, nor shall

the Project costs funded by this Grant Agreement and those funded by any local and/or private share be changed or modified without the prior written consent of the State.

B. The disbursement of Grant funds to the Grantee shall not be made until all documentary materials required by this Grant Agreement have been received and approved by the State and this Grant Agreement has been fully approved by the State.

**6. Payment of Claims.**

A. If advance payment of all or a portion of the Grant funds is permitted by statute or regulation, and the State agrees to provide such advance payment, advance payment shall be made only upon submission of a proper claim setting out the intended purposes of those funds. After such funds have been expended, Grantee shall provide State with a reconciliation of those expenditures. Otherwise, all payments shall be made thirty five (35) days in arrears in conformance with State fiscal policies and procedures. As required by IC § 4-13-2-14.8, all payments will be by the direct deposit by electronic funds transfer to the financial institution designated by the Grantee in writing unless a specific waiver has been obtained from the Indiana Auditor of State.

B. Requests for payment will be processed only upon presentation of a Claim Voucher in the form designated by the State. Such Claim Vouchers must be submitted with the budget expenditure report detailing disbursements of state, local and/or private funds by project budget line items.

C. The State may require evidence furnished by the Grantee that substantial progress has been made toward completion of the Project prior to making the first payment under this Grant. All payments are subject to the State's determination that the Grantee's performance to date conforms with the Project as approved, notwithstanding any other provision of this Grant Agreement.

D. Claims shall be submitted to the State within 30 calendar days following the end of the quarter in which work on or for the Project was performed. The State has the discretion, and reserves the right, to NOT pay any claims submitted later than 30 calendar days following the end of the month in which the services were provided. All final claims and reports must be submitted to the State within 30 calendar days after the expiration or termination of this agreement. Payment for claims submitted after that time may, at the discretion of the State, be denied. Claims may be submitted on a [monthly or semi-monthly basis] only. If Grant funds have been advanced and are unexpended at the time that the final claim is submitted, all such unexpended Grant funds must be returned to the State.

E. Claims must be submitted with accompanying supportive documentation as designated by the State. Claims submitted without supportive documentation will be returned to the Grantee and not processed for payment. Failure to comply with the provisions of this Grant Agreement may result in the denial of a claim for payment.

**7. Project Monitoring by the State.** The State may conduct on-site or off-site monitoring reviews of the Project during the term of this Grant Agreement and for up to ninety (90) days after it expires or is otherwise terminated. The Grantee shall extend its full cooperation and give full access to the Project site and to relevant documentation to the State or its authorized designees for the purpose of determining, among other things:

- A. whether Project activities are consistent with those set forth in **Exhibit A**, the Grant Application, and the terms and conditions of the Grant Agreement;
- B. the actual expenditure of state, local and/or private funds expended to date on the Project is in conformity with the amounts for each Budget line item as set forth in **Exhibit B** and that unpaid costs have been properly accrued;
- C. that Grantee is making timely progress with the Project, and that its project management, financial management and control systems, procurement systems and methods, and overall performance are in conformance with the requirements set forth in this Grant Agreement and are fully and accurately reflected in Project reports submitted to the State.

**8. Compliance with Audit and Reporting Requirements; Maintenance of Records.**

A. The Grantee shall submit to an audit of funds paid through this Grant Agreement and shall make all books, accounting records and other documents available at all reasonable times during the term of this Grant Agreement and until December 31, 2025 for inspection by the State or its authorized designee. Copies shall be furnished to the State at no cost.

B. If the Grantee is a "subrecipient" of federal grant funds under 2 C.F.R. 200.330, Grantee shall arrange for a financial and compliance audit that complies with 2 C.F.R. 200.500 *et seq.* if required by applicable provisions of 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements).

C. Not Applicable.

**9. Compliance with Laws.**

A. The Grantee shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Grant Agreement shall be reviewed by the State and the Grantee to determine whether the provisions of this Grant Agreement require formal modification.

B. The Grantee and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC § 4-2-6, *et seq.*, IC § 4-2-7, *et seq.* and the regulations promulgated thereunder. **If the Grantee has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Grant, the Grantee shall ensure compliance with the disclosure requirements in IC § 4-2-6-10.5 prior to the execution of this Grant Agreement.** If the Grantee is not familiar with these ethical requirements, the Grantee should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at <http://www.in.gov/ig/>. If the Grantee or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Grant immediately upon notice to the Grantee. In addition, the Grantee may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

C. The Grantee certifies by entering into this Grant Agreement that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State. The Grantee agrees that any payments currently due to the State may be withheld from payments due to the Grantee. Additionally, payments may be withheld, delayed, or denied and/or this Grant suspended until the Grantee is current in its payments and has submitted proof of such payment to the State.

D. The Grantee warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the Grantee agrees that the State may suspend funding for the Project. If a valid dispute exists as to the Grantee's liability or guilt in any action initiated by the State or its agencies, and the State decides to suspend funding to the Grantee, the Grantee may submit, in writing, a request for review to the Indiana Department of Administration (IDOA). A determination by IDOA shall be binding on the parties. Any disbursements that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest.

E. The Grantee warrants that the Grantee and any contractors performing work in connection with the Project shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Grant Agreement and grounds for immediate termination and denial of grant opportunities with the State.

F. The Grantee affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

G. As required by IC § 5-22-3-7:

(1)The Grantee and any principals of the Grantee certify that:

(A) the Grantee, except for de minimis and nonsystematic violations, has not violated the terms of:

- (i) IC § 24-4.7 [Telephone Solicitation Of Consumers];
- (ii) IC § 24-5-12 [Telephone Solicitations]; or
- (iii) IC § 24-5-14 [Regulation of Automatic Dialing Machines];

in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and

(B) the Grantee will not violate the terms of IC § 24-4.7 for the duration of this Grant Agreement, even if IC §24-4.7 is preempted by federal law.

(2)The Grantee and any principals of the Grantee certify that an affiliate or principal of the Grantee and any agent acting on behalf of the Grantee or on behalf of an affiliate or principal of the Grantee, except for de minimis and nonsystematic violations,

(A) has not violated the terms of IC § 24-4.7 in the previous three hundred sixty-five (365) days, even if IC § 24-4.7 is preempted by federal law; and

(B) will not violate the terms of IC § 24-4.7 for the duration of this Grant Agreement even if IC § 24-4.7 is preempted by federal law.

#### **10. Debarment and Suspension.**

A. The Grantee certifies by entering into this Grant Agreement that it is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Grant by any federal agency or by any department, agency or political subdivision of the State. The term "principal" for purposes of this Grant Agreement means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Grantee.

B. The Grantee certifies that it has verified the suspension and debarment status for all subcontractors receiving funds under this Grant Agreement and shall be solely responsible for any recoupments or penalties that might arise from non-compliance. The Grantee shall immediately notify the State if any subcontractor becomes debarred or suspended, and shall, at the State's request, take all steps required by the State to terminate its contractual relationship with the subcontractor for work to be performed under this Grant Agreement.

**11. Drug-Free Workplace Certification.** As required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana, the Grantee hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. Grantee will give written notice to the State within ten (10) days after receiving actual notice that the Grantee, or an employee of the Grantee in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of grant payments, termination of the Grant and/or debarment of grant opportunities with the State of Indiana for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total amount set forth in this Grant Agreement is in excess of \$25,000.00, the Grantee certifies and agrees that it will provide a drug-free workplace by:

A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and

B. Establishing a drug-free awareness program to inform its employees of: (1) the dangers of drug abuse in the workplace; (2) the Grantee's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace; and

C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment the employee will: (1) abide by the terms of the statement; and (2) notify the Grantee of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; and

D. Notifying in writing the State within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction; and

E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and

F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

**12. Employment Eligibility Verification.** As required by IC § 22-5-1.7, the Grantee hereby swears or affirms under the penalties of perjury that:

A. The Grantee has enrolled and is participating in the E-Verify program;

B. The Grantee has provided documentation to the State that it has enrolled and is participating in the E-Verify program;

C. The Grantee does not knowingly employ an unauthorized alien.

D. The Grantee shall require its contractors who perform work under this Grant Agreement to certify to Grantee that the contractor does not knowingly employ or contract with an unauthorized alien and that the contractor has enrolled and is participating in the E-Verify program. The Grantee shall maintain this certification throughout the duration of the term of a contract with a contractor.

The State may terminate for default if the Grantee fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

**13. Funding Cancellation.** As required by Financial Management Circular 2007-1 and IC § 5-22-17-5, when the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Grant Agreement, it shall be canceled. A determination by the Director of the State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

**14. Governing Law.** This Grant Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

**15. Information Technology Accessibility Standards.** Any information technology related products or services purchased, used or maintained through this Grant must be compatible with the principles and goals contained in the Electronic and Information Technology Accessibility Standards adopted by the Architectural and Transportation Barriers Compliance Board under Section 508 of the federal Rehabilitation Act of 1973 (29 U.S.C. §794d), as amended.

**16. Insurance.** The Grantee shall maintain insurance with coverages and in such amount as may be required by the State or as provided in its Grant Application.

**17. Nondiscrimination.** Pursuant to the Indiana Civil Rights Law, specifically IC § 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Grantee covenants that it shall not discriminate against any employee or applicant for employment relating to this Grant with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicant's: race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Furthermore, Grantee certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

The Grantee understands that the State is a recipient of federal funds, and therefore, where applicable, Grantee and any subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

**18. Notice to Parties.** Whenever any notice, statement or other communication is required under this Grant, it will be sent by E-mail or first class U.S. mail service to the following addresses, unless otherwise specifically advised.

A. Notices to the State shall be sent to:  
Angela Downs  
Indiana State Library  
140 N Senate Ave  
Indianapolis, IN 46204  
E-mail: ARPA@library.in.gov

B. Notices to the Grantee shall be sent to:  
Kristi Howe  
Vigo County Public Library  
1 Library Square  
Terre Haute, IN 47807  
E-mail: khowe@vigo.lib.in.us

As required by IC § 4-13-2-14.8, payments to the Grantee shall be made via electronic funds transfer in accordance with instructions filed by the Grantee with the Indiana Auditor of State.

**19. Order of Precedence; Incorporation by Reference.** Any inconsistency or ambiguity in this Grant Agreement shall be resolved by giving precedence in the following order: (1) requirements imposed by applicable federal or state law, including those identified in paragraph 24, below, (2) this Grant Agreement, and (3) Exhibits prepared by the State. All of the foregoing are incorporated fully herein by reference.

**20. Public Record.** The Grantee acknowledges that the State will not treat this Grant as containing confidential information, and the State will post this Grant on the transparency portal as required by Executive Order 05-07 and IC § 5-14-3.5-2. Use by the public of the information contained in this Grant shall not be considered an act of the State.

**21. Termination for Breach.**

A. Failure to complete the Project and expend State, local and/or private funds in accordance with this Grant Agreement may be considered a material breach, and shall entitle the State to suspend grant payments, and to suspend the Grantee's participation in State grant programs until such time as all material breaches are cured to the State's satisfaction.

B. The expenditure of State or federal funds other than in conformance with the Project or the Budget may be deemed a breach. The Grantee explicitly covenants that it shall promptly repay to the State all funds not spent in conformance with this Grant Agreement.

**22. Termination for Convenience.** Unless prohibited by a statute or regulation relating to the award of the Grant, this Grant Agreement may be terminated, in whole or in part, by the State whenever, for any reason, the State determines that such termination is in the best interest of the State. Termination shall be effected by delivery to the Grantee of a Termination Notice, specifying the extent to which such termination becomes effective. The Grantee shall be compensated for completion of the Project properly done prior to the effective date of termination. The State will not be liable for work on the Project performed after the effective date of termination. In no case shall total payment made to the Grantee exceed the original grant.

**23. Travel.** No expenses for travel will be reimbursed unless specifically authorized by this Grant.

**24. Federal and State Third-Party Contract Provisions.** If part of this Grant involves the payment of federal funds, the Grantee and, if applicable, its contractors shall comply with the federal provisions attached as **Exhibit(s)** A & B and incorporated fully herein.

**25. Provision Applicable to Grants with tax-funded State Educational Institutions: "Separateness" of the Parties.** The State acknowledges and agrees that because of the unique nature of State Educational Institutions, the duties and responsibilities of the State Educational Institution in these Standard Conditions for Grants are specific to the department or unit of the State Educational Institution. The existence or status of any one contract or grant between the State and the State Educational Institution shall have no impact on the execution or performance of any other contract or grant and shall not form the basis for termination of any other contract or grant by either party.

**26. Acknowledgement of the Institute of Museum and Library Services.** Grantee must acknowledge the Institute of Museum and Libraries Services in all related publications and activities in conjunction with the use of grant funds. At minimum, acknowledgement must state that the Project is funded in part with a grant from the Institute of Museum and Library Services which administers the Library Services and Technology Act.

**26. State Boilerplate Affirmation Clause.** I swear or affirm under the penalties of perjury that I have not altered, modified, changed or deleted the State's standard contract clauses (as contained in the *2021 OAG/ IDOA Professional Services Contract Manual* or the *2021 SCM Template*) in any way except as follows: 8. Compliance with Audit and Reporting Requirements; Maintenance of Records; 19. Order or Precedence; Incorporation by Reference. Added 26. Acknowledgement of the Institute of Museum and Library Services clause.

**Non-Collusion, Acceptance**

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Grantee, or that the undersigned is the properly authorized representative, agent, member or officer of the Grantee. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Grantee, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Grant Agreement other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Grant, the Grantee attests to compliance with the disclosure requirements in IC § 4-2-6-10.5.**

**Agreement to Use Electronic Signatures**

I agree, and it is my intent, to sign this Contract by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Contract to the State of Indiana. I understand that my signing and submitting this Contract in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Contract and this affirmation. I understand and agree that by electronically signing and submitting this Contract in this fashion I am affirming to the truth of the information contained therein. I understand that this Contract will not become binding on the State until it has been approved by the Department of Administration, the State Budget Agency, and the Office of the Attorney General, which approvals will be posted on the Active Contracts Database:

[https://fs.gmis.in.gov/psp/guest/SUPPLIER/ERP/c/SOI\\_CUSTOM\\_APPS.SOI\\_PUBLIC\\_CNTRCTS.GBL](https://fs.gmis.in.gov/psp/guest/SUPPLIER/ERP/c/SOI_CUSTOM_APPS.SOI_PUBLIC_CNTRCTS.GBL)

**In Witness Whereof**, the Grantee and the State have, through their duly authorized representatives, entered into this Grant Agreement. The parties, having read and understood the foregoing terms of this Grant Agreement, do by their respective signatures dated below agree to the terms thereof.

Vigo County Public Library

Indiana State Library

By:

By:

Title:

Title:

Date:

Date:

Electronically Approved by: Department of Administration  By: _____ (for) Rebecca Holwerda, Commissioner	
Electronically Approved by: State Budget Agency  By: _____ (for) Zachary Q. Jackson, Director	Electronically Approved as to Form and Legality by: Office of the Attorney General  By: _____ (for) Theodore E. Rokita, Attorney General

## EXHIBIT A

**Library / Institution Name: Vigo County Public Library**

**Library Type: Public**

**Library Street Address: 1 Library Square, Terre Haute 47807**

**Library County: Vigo**

**Library Director: Kristi Howe**

**Project Director:**

**Project Title: Technology & Social Distancing Needs of Library Customers in Meeting Room Spaces**

**Project Description: Vigo County Public Library (VCPL) provides meeting space for free to the public, including collaborative study spaces, conference rooms, and 4 meeting room spaces in the lower level complex. 3 of these 4 rooms can be combined into larger, shared spaces, which creates complicated audio visual challenges. The existing AV technology has been stretched to the limit as staff have created workarounds to attempt to meet the needs of library customers. Given the enhanced need for integrated technology in meeting spaces, particularly as virtual participation increases, the existing systems are insufficient. To address this issue, VCPL seeks to upgrade the audio visual system to support ease of use, flexibility, and compatibility with modern technology in these spaces. As VCPL collaborative study spaces are used by people conducting job interviews or telehealth appointments, small groups are being pushed to meet in larger rooms. And as social distancing continues, VCPL anticipates ongoing need to accommodate groups of myriad sizes in spaces that are larger than would have been required in the past. Maintenance staff set-up and take down tables and chairs for groups using meeting room spaces, and the purchase of lightweight meeting room tables and non-cloth upholstered chairs would add flexibility while also making it easier to wipe down and disinfect spaces between use.**

**Project Narrative: Library meeting rooms serve a variety of purposes. VCPL uses space for library programming, from story times for babies to job fairs for adults. Some of the most well-attended events are the monthly Legislative Cracker-barrels held during legislative session, where community members meet with local legislators. VCPL hosts candidate forums during election cycles and serves as a polling place on Election Day. Community groups also use these spaces. One of the most active is the Wabash Valley Genealogical Society, conducting member meetings and hosting nationally-known speakers. The NAACP meets at the Library, as do many other clubs, homeschooling groups, civic organizations, etc. They rely on the meeting room complex to host working groups, public forums, and other get-togethers. Each group has special technology needs, and VCPL staff work to accommodate each group. Pre-COVID, meeting room technology was challenging. Parts of the AV infrastructure are aging, and most updates have been in response to specific issues or limited to specific spaces. As a result, there is a combination of new and old technologies that are not intended to work well together! For example, the built-in speakers work fine when you have one guest/one microphone. We use a set of wireless mics with an independent mixer when we have multiple guests, but the wireless mics and speakers can cause interference, so they must be located carefully in the space. The mics cannot be turned up too loud or the speakers distort the sound. If video is required, we use an independent amp and stand-alone speakers, as the built-in ceiling speakers cannot handle complex audio. And while the ceiling mounted projector has been updated, the in-wall wiring to the projector is limited to a laptop. Tablets and phones cannot be used with the projector, as it overheats. Ultimately, the determination of VCPL staff to find workarounds has allowed us to meet many customer needs. But, the COVID-19 pandemic has dramatically altered the way library customers use technology within meeting room spaces, and VCPL is**

finding it harder to support the more sophisticated needs of library customers while using a patchwork of equipment. In updating the technology available in public meeting room spaces, VCPL aims to offer:

- Attractive spaces with modern technology intuitively designed for the end user.
- Larger screen displays with integrated tech, simultaneous displays, and drastically improved sightlines.
- Multi-faceted sound system with sophistication required for complex audio needs, including the entire combined space, as well as the segmented rooms within the complex.
- Flexibility for participants, speakers, etc., with clean and multi-functional furnishings.

To allow for flexible room set-ups, ease of cleaning & disinfecting, and enhanced social distancing, VCPL will purchase new meeting room chairs with molded plastic backs and new meeting room tables in various sizes. VCPL seeks a complete overhaul of the AV components in the meeting room complex and the installation of a new system with modularity. When used as a large space, projectors must work together to show the same presentation on all screens to improve sightlines. Wired mics must be available for each room and each room's sound system must work independently of others when the room is subdivided. We need wireless projection capabilities, and as virtual meetings have become mainstream, 360 degree webcams are essential. We need more speakers and a press box for AV so local news stations and VCPL staff can record programs with a direct input of the sound system, greatly enhancing the quality of live broadcasts and recordings of programs held in the space. After conducting research and contacting several companies, VCPL has received only one quote for services (Team Tech, a local Terre Haute business). The Team Tech project scope and budget have been used as a basis for this grant. Please see email attachments.

**Purchasing with ARPA:** The scope of this project is quite large and will require a full re-cabling and replacement of all AV equipment. The current project budget is \$106,107. VCPL will cover \$11,200 related to installation and training costs. The ARPA grant would include 42 tables, 200 chairs (with chair dolly), and various AV supplies & equipment (see email attachment).

**Funding Requested: 94907**

**FEIN Number/Tax ID: 35-1300359**

**Federal DUNS Number: 134441203**

September 16, 2021

Kristie Howe  
Vigo County Public Library  
1 Library Square  
Terre Haute, IN

Dear Kristie Howe,

Thank you for submitting an American Rescue Plan Act (ARPA) grant application entitled Technology & Social Distancing Needs of Library Customers in Meeting Room Spaces. The Indiana State Library received \$3.47 million as part of the ARPA program and there were 154 grant applications submitted, totaling \$7.41 million. Each grant application was reviewed by a panel of Indiana State Library staff.

Due to the volume of applications and the dollar amount requested, partial grant awards are being offered to most applicants. The State Library is offering your project partial funding in the amount of \$25,387.91. We understand this may cause you to adjust your project. Please refer to the allowable expenses, as needed, on our ARPA webpage: <https://www.in.gov/library/arpa-grants/> as you make any adjustments and keep in mind that any service agreements and subscriptions must end July 30, 2022, and construction is not allowed.

Applicants have two options:

- A) Submit a revised budget that reduces the total expenditures to match the partial award amount while still accomplishing aspects of the project.
- OR
- B) If you find that you need to completely change your project, please update your grant narrative and budget.

Please submit revised materials to [arpa@library.in.gov](mailto:arpa@library.in.gov) by September 24, 2021. If you need additional time to revise your grant, please send an e-mail to the same address.

The State uses an electronic contracting system. Instructions for completing the contract will follow after September 24. Should you choose to accept the partial award, the timely return of your contract is important; it will be electronically routed through the State Library, State Budget Agency, Department of Administration, and Attorney's General Office.

Two reports are required from all grantees: one interim report and one final report. All report forms are available online on our webpage: <https://in.gov/library/arpa-grants>. The grantee manual includes further information. That manual can be found on the state library's ARPA webpage: <https://www.in.gov/library/arpa-grants/>.

If you have any questions regarding the grant process, please email [arpa@library.in.gov](mailto:arpa@library.in.gov).

Sincerely,

Jacob Speer  
State Librarian

Cc: --

**EXHIBIT B**

BUDGET ITEM	SOURCE OR METHOD OF COMPUTATION	LSTA GRANT FUNDS	COST SHARING (NOT REQUIRED)	PROJECT TOTAL
<b>Supplies</b>				
<i>Supplies</i>				
CAT6 Cabling	Vendor Quote		\$1,444	
Other media cables, patch cables, cable connectors, & inputs (HDMI, VGA, Display Port, XLR, CAT6)	Vendor Quote		\$4,770	
COAX Cabling	Vendor Quote		\$1,278	
<b>TOTAL SUPPLIES</b>		\$0	\$7,492	\$7,492
<b>Other Services &amp; Charges</b>				
<i>Professional Services</i>				
Installation, Programming, Testing	Vendor Quote		\$9,200	
Training on equipment	Vendor Quote		\$2,000	
<i>Communication &amp; Transportation</i>				
<i>Printing &amp; Advertising</i>				
<i>Repair &amp; Maintenance</i>				
<i>Indirect Costs</i>				
<b>TOTAL OTHER SERVICES &amp; CHARGES</b>			\$11,200	\$11,200
<b>Capital Outlays</b>				
<i>Furniture &amp; Equipment</i>				
Wall plates with media connectors (6 @ @\$277)	Vendor Quote		\$1,667	
Wall mount rack cabinet	Vendor Quote		\$750	
2 Laser projectors for small rooms (2 @ \$2572)	Vendor Quote	\$5,144		
1 4k projector for large room	Vendor Quote	\$4,950		
Recessed projector screen - 123"	Vendor Quote		\$3,500	
2 Recessed projector screens - 109" (2 @ \$3250)	Vendor Quote		\$6,500	
3 mini PCs for podiums for presentantions/remote meetings (3 @ \$389)	Vendor Quote		\$1,167	
3 mobile podiums (3 @ \$1200)	Vendor Quote		\$3,600	
Switches to data between rooms (2 @ \$444)	Vendor Quote		\$888	
Portable Pressbox	Vendor Quote		\$900	
Professions Blue-Ray & Media Player (for rack)	Vendor Quote		\$444	
Various professional & heavy duty converters for multiple media inputs (eg. Display port to HDMI, VGA to HDMI)	Vendor Quote		\$1,766	
HDMI to DTP transmitter (3 @ \$855)	Vendor Quote		\$2,565	

Touchpanel volume & media controller (3 @ \$1050)	Vendor Quote		\$3,150	
Presentation Matrix Switcher to manage rooms together and separately for mics, sound, media	Vendor Quote	\$11,111		
Screen controller	Vendor Quote		\$105	
Audio controller hardware & Software	Vendor Quote		\$2,389	
2 channel amp for stereo sound	Vendor Quote		\$867	
IR Remote control emmitter (2 @28)	Vendor Quote		\$56	
Ceiling Speakers (6 @ \$550)	Vendor Quote	\$2,582	\$718	
Goosneckmic for podium (3 @ \$245)	Vendor Quote		\$735	
Wireless Microphone (3 @ 638)	Vendor Quote		\$1,914	
Wireless Transmitter+ Headset Mic	Vendor Quote		\$906	
<b>Print, AV, Electronic Resources &amp; Collection Materials</b>				
<i>Software</i>				
We Present Wireless Collaboration & Presentation Software (3 copies - 1 for each room)	Vendor Quote	\$1,600		
<i>Other Capital Outlays</i>				
Ceiling mount hardware for projectors - (3 @ \$474)	Vendor Quote		\$1,422	
<b>TOTAL CAPITAL OUTLAYS</b>		\$25,387	\$36,008	\$61,395
<b>BUDGET TOTAL</b>		\$25,387	\$54,700	\$80,087
<b>ARPA funds cannot be used to supplant local or system funds.</b>				

**Resolution to Establish the ARPA  
Technology & Social Distancing Needs Grant Fund**

Whereas, the Board of Trustees of the Vigo County Public Library finds that an ARPA Grant fund needs to be established to receive money from the ARPA Fund; and

Whereas, the fund name, shall be called "ARPA Technology & Social Distancing Needs Grant Fund";

Therefore, be It resolved, that the Board of Trustees of the Vigo County Public Library do hereby establish the ARPA Technology & Social Distancing Needs Grant Fund for the purpose(s) of receiving money from the ARPA Fund and implementing the project or providing the services in pursuant to the Indiana State Library Grant Agreement CFDA #45.310. Upon expenditure of all grant monies the ARPA Technology & Social Distancing Needs Grant Fund shall be closed.

ADOPTED THIS 18th DAY OF October , 2021 .

AYE

NAY

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ATTEST:

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Secretary of Vigo County Public Library Board

# MASTER AGREEMENT BETWEEN VIGO COUNTY PUBLIC LIBRARY AND SIRSIDYNIX

## 1. PURPOSE AND SCOPE

**1.1 Parties and Effective Date.** This Master Agreement (the "Master Agreement") is entered into between Sirsi Corporation dba SirsiDynix ("SirsiDynix") and the customer identified in the signature block below ("Customer"), with effect on the date of the last signature below ("Effective Date").

**1.2 Purpose.** This Master Agreement establishes the general terms and conditions to which the parties have agreed with respect to the provision of Products by SirsiDynix to Customer. Additional terms for the purchase of a specific Product are set forth in the Quote(s). By signing below, the parties acknowledge receipt of and agree to be bound by the terms and conditions of this Master Agreement and the Quote(s) for Products purchased by Customer. All pre-printed or standard terms of any Customer purchase order or other business processing document shall have no effect.

**1.3 Incorporation of Quotes.** "Quote" means the document(s), regardless of actual name, executed by the parties which is incorporated by reference into the terms of this Master Agreement, and describes order-specific information, such as description of Product ordered, License Metrics, fees, statements of work, exhibits and milestones. At any time after execution of the Master Agreement and the initial Quote, Customer may purchase additional Products or otherwise expand the scope of existing licenses or Subscriptions granted under a Quote, upon SirsiDynix receipt and acceptance of a new Quote specifying the foregoing.

**1.4 Incorporation of EULAs.** Customer's use of any Third Party Products licensed hereunder or incorporated in the Products may be subject to, and Customer shall sign and comply with, any applicable EULAs.

**1.5 Order of Precedence.** To the extent any terms and conditions of this Master Agreement conflict with the terms and conditions of a Quote, the terms and conditions of the Master Agreement shall control, except where the Quote expressly states the intent to supersede a specific portion of the Master Agreement. To the extent any terms and conditions of this Master Agreement conflict with the terms and conditions of an EULA, the terms and conditions of the EULA shall control.

## 2. PRODUCTS USE RIGHTS; TITLE

**2.1 Generally.** Customer's purchase of Products under this Master Agreement may include from time-to-time Software, Subscriptions, Services, and/or Hardware. The following provisions under this Section 2 apply if relevant to the type of Product purchased pursuant to a Quote.

**2.2.1 Software License.** Subject to the terms and conditions of this Master Agreement including without limitation the restrictions set forth in Section 2.7 and Section 2.9 and timely payment of the applicable fees, SirsiDynix hereby grants to Customer a limited, non-exclusive, and non-transferable license to (i) install, run and use the Software identified in the Quote in the Operating Environment solely for Internal Business Purposes, and (ii) use the Documentation in connection with such use of the Software. Customer may not make copies of the Software except a reasonable number of machine-readable copies solely for internal backup or archival purposes. All Intellectual Property rights notices must be reproduced and included on such copies. Customer shall maintain accurate and up-to-date records of the number and location of all copies of the Software and inform SirsiDynix in writing of such upon request. **2.2.2** Unless otherwise set forth in a Quote, the Software shall not be simultaneously loaded and operated on more than one hardware platform, except temporarily during the process of platform

migration. **2.2.3** Customer shall use the Third Party Products solely in conjunction with the SirsiDynix Software and Customer shall have no broader rights with respect to the Third Party Products than it has to the SirsiDynix Software. SirsiDynix may add and/or substitute functionally equivalent products for any third party items in the event of product unavailability, end-of-life, or changes to software requirements.

**2.3.1 Subscriptions.** For Subscriptions purchased by Customer, and subject to the terms and conditions of this Master Agreement including without limitation the restrictions set forth in Sections 2.7 and 2.9 and timely payment of the applicable fees, SirsiDynix grants to Customer the right to access and use the Subscription identified in the Quote solely for Internal Business Purposes and to use the Documentation in connection with such access and use for the Term. SirsiDynix shall use commercially reasonable efforts to make the Subscription Services available 24x7, except for scheduled downtime events, or emergency downtime events, or Internet service provider failures or delays. SirsiDynix will use commercially reasonable efforts to perform scheduled downtime events outside of normal business hours. Customer acknowledges that the Subscription Services may be subject to limitations, delays, and other problems inherent in the use of the Internet and electronic communications. SirsiDynix is not responsible for any delays, delivery failures, or other damage resulting from such problems. **2.3.2** Customer is solely responsible for obtaining and maintaining at its own expense, all equipment that may be needed to access Subscriptions, including without limitation, Internet connections. Customer understands that Subscription communications may traverse an unencrypted public Internet connection and that use of the Internet provides the opportunity for unauthorized third parties to illegally gain access to Customer Data. Accordingly, SirsiDynix does not guaranty the privacy, security or authenticity of any information transmitted over or stored in any system connected to the Internet. Customer shall not encrypt Subscription traffic except as may be available through the SirsiDynix VPN solution. **2.3.3** Customer is responsible for maintaining the confidentiality of all passwords and for ensuring that each password is used only by the authorized user. Customer is responsible for all activities that occur under Customer's account. Customer agrees to immediately notify SirsiDynix of any unauthorized use of Customer's account or any other breach of security known to Customer. SirsiDynix shall have no liability for any loss or damage arising from Customer's failure to comply with these requirements. **2.3.4** Customer shall be solely responsible for the accuracy, quality, integrity and legality of Customer Data and of the means by which it acquired Customer Data. Customer acknowledges and agrees that SirsiDynix does not monitor or police the content of communications or data of Customer or its users transmitted through the Subscriptions, and that SirsiDynix shall not be responsible for the content of any such communications or transmissions. Customer shall use the Subscriptions exclusively for authorized and legal purposes, consistent with all applicable laws and regulations. Customer agrees not to post or upload any content or data which (a) is libelous, defamatory, obscene, pornographic, abusive, harassing or threatening; (b) contains viruses or other contaminating or destructive features; (c) violates the rights of others, such as data which infringes on any intellectual property rights or violates any right of privacy or publicity; (d) constitutes sensitive personal information such as social security numbers, credit card information, or drivers license numbers; or (e) otherwise violates any applicable law. Customer further agrees not to interfere or disrupt networks connected to the Subscriptions, not to interfere with another customer's use

Customer Initial and Date: \_\_\_\_\_

and enjoyment of similar services and to comply with all regulations, policies and procedures of networks connected to the Subscriptions. SirsiDynix may remove any violating content posted or transmitted on or through the Subscriptions, without notice to Customer. SirsiDynix may suspend or terminate any user's access to the Subscriptions upon notice in the event that SirsiDynix reasonably determines that such user has violated these terms and conditions. **2.3.5** The provision of third party Subscriptions is subject to availability from third party providers and SirsiDynix shall have no liability should such Subscription become unavailable for any reason or is no longer available under reasonable commercial terms. **2.3.6** In the event that Customer is locally hosting Subscription Software, SirsiDynix hereby grants to Customer, subject to the terms and conditions of this Master Agreement including without limitation the restrictions set forth in Section 2.7 and Section 2.9 and timely payment of the applicable fees, a limited, non-exclusive, non-transferable grant of use to locally install and use the Subscription Software solely for Customer's internal business purposes. The grant of use for Subscription Software is not a license and remains in effect only while Customer is timely paying its Subscription fees to SirsiDynix. If Customer fails to timely pay Subscription fees, Customer must immediately discontinue use of and certify to SirsiDynix the removal of Subscription Software.

**2.4.1 Services.** Services are described in the Quote. SirsiDynix shall be responsible for securing, managing, scheduling, coordinating and supervising SirsiDynix personnel, including its subcontractors, in performing any Services. Any change to the scope of Services must be in writing signed by both parties. Once executed by both parties, a change shall become a part of the Quote. **2.4.2** Customer acknowledges and agrees that SirsiDynix performance is dependent upon the timely and effective satisfaction of Customer's responsibilities hereunder and timely decisions and approvals of Customer in connection with the Services. SirsiDynix shall be entitled to rely on all decisions and approvals of Customer. Customer's data must be provided to SirsiDynix in a format reasonably approved by SirsiDynix or additional charges will apply. Customer shall be responsible for providing secured access to Customer's systems to SirsiDynix. SirsiDynix alone shall decide whether such access is sufficient for the performance of Services.

**2.5. Software Maintenance.** **2.5.1** Subject to Customer's timely payment of applicable fees, SirsiDynix will provide during the Term Maintenance services for the Software in accordance with the maintenance plan indicated in the Quote, provided however that with respect to Third Party Products, SirsiDynix's obligation to offer Maintenance is limited to using commercially reasonable efforts to obtain Maintenance from the third party owner of such Software. All licenses in Customer's possession must be supported under the same maintenance plan. **2.5.2** Updates are provided if and when available, and SirsiDynix is under no obligation to develop any future programs or functionality. **2.5.3** SirsiDynix is under no obligation to provide Maintenance with respect to: (i) a Product that has been altered or modified by anyone other than SirsiDynix or its licensors; (ii) a release for which Maintenance has been discontinued; (iii) a Product used other than in accordance with the Documentation or other than on the Operating Environment; (iv) discrepancies that do not significantly impair or affect the operation of the Product; or (v) any systems or programs not supplied by SirsiDynix. **2.5.4** For the avoidance of doubt, Updates provided under Maintenance services are subsequent minor or maintenance releases to the standard Products, excluding custom development or customizations whether such customizations are performed by SirsiDynix or by Customer or a third party. SirsiDynix reserves the right to charge Client for any reintegration work required to make customizations compatible with future releases. **2.5.5** If ordered, Maintenance must be ordered for all Software and all associated License Metrics licensed by Customer. Customer may not purchase or renew Maintenance for a subset of its licenses only. **2.5.6** If an Error was corrected or is not present in a more current release of the Product, SirsiDynix shall have no obligation to correct such Errors in prior releases of the Software. **2.5.7** Fees for Maintenance Services do not include implementation, training and other Professional Services. **2.5.8** It is Customer's responsibility to ensure that all appropriate users receive initial training services sufficient to enable Customer to effectively use the Software. Failure to do so could result in additional Maintenance fees if

service requests are deemed excessive as a result of insufficient training, at SirsiDynix's discretion. **2.5.9** In the event Customer does not renew Maintenance and subsequently desires to reinstate Maintenance, a reinstatement fee shall be assessed equal to 120% of the aggregate Maintenance fee that would have been payable during the period of lapse. **2.5.10** For Software licenses and Subscription Software, Customer is solely responsible for the installation of Updates and agrees to (i) meet the Update standard set forth in the SirsiDynix Support Policies referenced in the definition of Maintenance and (ii) maintain the Operating Environment. With respect to Subscriptions, SirsiDynix is responsible for the implementation of Updates and shall no longer provide access to any previous release upon the date SirsiDynix migrates to a new Update for production use in SirsiDynix's hosted environment.

**2.6.1 Hardware and Hardware Maintenance.** Title to the Hardware identified in the Quote, if any, shall pass to Customer on SirsiDynix's placement of the Hardware with a common carrier or licensed trucker, which shall constitute delivery to Customer. Thereafter Customer will be responsible for risks of loss or damage, except for loss or damage caused by SirsiDynix in the process of installation. **2.6.2** SirsiDynix does not provide support for Hardware unless Customer purchases any available maintenance associated with such Hardware. Such Hardware maintenance may be provided through a third party and is subject to that third party's standard terms, conditions and warranties, if any.

**2.7 License Metrics.** Customer may not use the Products in excess of the License Metrics specified in the Quote. Additional License Metrics and associated Maintenance must be purchased at the pricing in effect at the time the additional License Metrics are added in the event actual usage exceeds the licensed quantity, prorated for the remainder of the then-current Term. The additional License Metrics purchased shall terminate on the same date as the pre-existing Products. Prices are based on License Metrics purchased and not actual usage. The number of License Metrics provided in the initial Quote is a minimum amount that Customer has committed to for the Term and there shall be no fee adjustments or refunds for any decreases in usage.

**2.8 Reservation of Rights.** All rights not expressly granted in the Master Agreement are reserved by SirsiDynix and its third party providers. Customer acknowledges that: (i) all Software is licensed and not sold and all Subscriptions and Content are subscribed to and not sold; (ii) Customer acquires only the right to use the Protected Materials. SirsiDynix and its third party providers retain sole and exclusive ownership and all rights, title, and interest in, including Intellectual Property embodied or associated with, the Protected Materials and all copies and derivative works thereof (whether developed by SirsiDynix, Customer or a third party); and (iii) the Protected Materials, including the source and object codes, logic and structure, constitute valuable trade secrets of SirsiDynix and its third party providers. Customer agrees to secure and protect the Products consistent with the maintenance of SirsiDynix's and its third party providers' rights in the Products, as set forth in this Master Agreement.

**2.9 Restrictions.** Unless specifically permitted or licensed by SirsiDynix, Customer shall not itself, or through any affiliate, employee, consultant, contractor, agent or other third party: (i) sell, resell, distribute, host, lease, rent, license or sublicense, in whole or in part, the Protected Materials; (ii) decipher, decompile, disassemble, reverse assemble, modify, translate, reverse engineer or otherwise attempt to derive source code, algorithms, tags, specifications, architecture, structure or other elements of the Protected Materials, including the license keys, in whole or in part, for competitive purposes or otherwise; (iii) allow access to, provide, divulge or make available the Protected Materials to any user other than Customer's employees and independent contractors who have a need to such access and who shall be bound by a nondisclosure agreement with provisions that are at least as restrictive as the terms of this Master Agreement (except the Customer may grant access to public access catalogs to library users, other libraries, and third party entities); (iv) write or develop any derivative works based upon the Protected Materials; (v) modify, adapt, translate or otherwise make any changes to the Protected Materials or any part thereof; (vi) use the Protected Materials to provide processing services to third

Customer Initial and Date: \_\_\_\_\_

parties, or otherwise use the same on a 'service bureau' basis; (vii) disclose or publish, without SirsiDynix's prior written consent, performance or capacity statistics or the results of any benchmark test performed on the Protected Materials; or (viii) otherwise use or copy the Protected Materials except as expressly permitted herein.

**2.10 Customer Data.** SirsiDynix disclaims ownership of any and all Customer Data, all bibliographic, authority, item, fine, patron, and other data loaded to, created and/or entered into Customer's database or supplied to SirsiDynix by Customer. Notwithstanding Customer's ownership of Customer Data, at the end of the Term SirsiDynix shall only be obligated to provide to Customer extractable Customer Data at no additional charge in a supported MARC and/or ASCII delimited format. SirsiDynix shall have the right to aggregate and retain non-personally identifiable data.

**2.11 License Grant by Customer.** Customer grants to SirsiDynix a non-exclusive, royalty-free license, to use equipment, software, Customer Data or other material of Customer solely for the purpose of performing SirsiDynix's obligations under the Master Agreement.

**2.12 Enforcement.** Customer shall (i) ensure that all users of the Products comply with the terms and conditions of the Master Agreement, (ii) promptly notify SirsiDynix of any actual or suspected violation thereof and (iii) cooperate with SirsiDynix with respect to investigation and enforcement of the Master Agreement.

### 3. FINANCIAL TERMS

**3.1.1 Fees and Payment Terms.** The Customer shall pay the amounts set forth in the Quote. Subject to the provisions of the Quote, SirsiDynix may annually increase the fees of Subscription, Subscription Software and/or Maintenance upon 30 days written notice in advance. Invoices become past due 30 days after the invoice date. Interest accrues on past due balances at the higher of 1½% per month or the highest rate allowed by law. If Customer fails to make payments of any amount due under the Master Agreement, SirsiDynix will be entitled to suspend its performance upon ten (10) days written notice to Customer. **3.1.2** Unless expressly provided otherwise, amounts paid or payable for Software, Subscriptions, Subscription Software and Hardware are not contingent upon the performance of any Services.

**3.2 Taxes.** Customer agrees to pay any sales tax arising out of the Master Agreement, other than those based on SirsiDynix's net income. If Customer is tax-exempt, Customer agrees to send SirsiDynix a copy of its tax-exempt certificate upon execution of the Master Agreement. Customer agrees to indemnify SirsiDynix from any liability or expense incurred by SirsiDynix as a result of Customer's failure or delay in paying such sales tax due.

**3.3 No Contingencies.** Customer agrees that its purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written comments made by SirsiDynix regarding future functionality or features.

### 4. CONFIDENTIALITY

**4.1 Non-Disclosure.** Each party will protect the other party's Confidential Information from unauthorized dissemination and use the same degree of care that each such party uses to protect its own confidential information, but in no event less than a reasonable amount of care. Neither party will use Confidential Information of the other party for purposes other than those necessary to directly further the purposes of the Master Agreement. Neither party will disclose to third parties Confidential Information without prior written consent of the other party.

**4.2 Exceptions.** Information shall not be considered Confidential Information to the extent, but only to the extent, that the receiving party can establish that such information (i) is or becomes generally known or available to the public through no fault of the receiving party; (ii) was in the receiving party's possession before receipt from the disclosing party; (iii) is lawfully obtained from a third party who has the right to make such disclosure on a non-confidential basis; (iv) has been independently developed by one party without reference to any Confidential Information of the other; (v) is information aggregated by SirsiDynix that no longer contains any personally identifiable information; or (vi) is required to be disclosed by

law provided the receiving party has promptly notified the disclosing party of such requirement and allowed the disclosing party a reasonable time to oppose such requirement. The parties acknowledge that Customer may be subject to freedom of information legislation and further acknowledges that such legislation may take precedence over the confidentiality provisions of this section as they apply to Customer.

### 5. PRIVACY

Customer represents and warrants that before providing personally identifiable information to SirsiDynix or its agents, it will comply with any laws applicable to the disclosure of personally identifiable information, including providing notices to or obtaining permission from third parties to allow sharing of their personally identifiable information with SirsiDynix under the Master Agreement. Customer will indemnify SirsiDynix for any breach of this representation and warranty. No personally identifiable information will be disseminated by SirsiDynix to any third parties, except as consented to by Customer or required by law.

### 6. INDEMNIFICATION

**6.1.1 By SirsiDynix.** SirsiDynix will defend or settle, at its option and expense, any action, suit or proceeding brought against Customer that the SirsiDynix Software (excluding Content and Third Party Products) infringe a third party's USA patent, registered copyright, or registered trademark ("Claim"). SirsiDynix will indemnify Customer against all damages and costs finally awarded which are attributable exclusively to such Claim, provided that Customer: (i) promptly gives written notice of the claim to SirsiDynix; (ii) gives SirsiDynix sole control of the defense and settlement of the Claim; (iii) provides SirsiDynix, at SirsiDynix's expense, with all available information and assistance relating to the Claim and cooperates with SirsiDynix and its counsel; (iv) does not compromise or settle such Claim; and (v) is not in material breach of any agreement with SirsiDynix. **6.1.2** SirsiDynix has no obligation to the extent any Claim results from: (i) Customer having modified the SirsiDynix Software or used a release other than the most current unaltered release of the SirsiDynix Software, if such an infringement would have been avoided by the use of such current unaltered release, (ii) Third Party Products and/or Content, or (iii) the combination, operation or use of the SirsiDynix Software with software or data not provided by SirsiDynix. **6.1.3** If it is adjudicated that the use of the SirsiDynix Software in accordance with the Master Agreement infringes any USA patent, registered copyright, or registered trademark, SirsiDynix shall, at its option: (i) procure for Customer the right to continue using the infringing SirsiDynix Software; (ii) replace or modify the same so it becomes non-infringing; or (iii) Customer will be entitled to an equitable adjustment in the fees paid for the affected SirsiDynix Software. THIS SECTION STATES SIRSIDYNIX'S ENTIRE OBLIGATION TO CUSTOMER AND CUSTOMER'S SOLE REMEDY FOR ANY CLAIM OF INFRINGEMENT.

**6.2 By Customer.** To the extent allowed by law, Customer shall defend or settle, at its option and expense, any action, suit or proceeding brought against SirsiDynix by a third party arising out of or in connection with: (i) any claim that Customer Data infringes on the intellectual property rights of a third party; (ii) any claim by a Customer user or (iii) any claim that Customer or a Customer's user is using the Product in a manner that violates the provisions of the Master Agreement. Customer's obligations under this section are contingent upon: (a) SirsiDynix providing Customer with prompt written notice of such claim; (b) SirsiDynix providing reasonable cooperation to Customer, at Customer's expense, in the defense and settlement of such claim; and (c) Customer having sole authority to defend or settle such claim.

### 7. WARRANTIES; REMEDIES; DISCLAIMERS

**7.1 SirsiDynix Software.** SirsiDynix warrants that, for a period of 90 days from the Go Live Date, the SirsiDynix Software, as updated by SirsiDynix and used in accordance with the Documentation and in the Operating Environment, will operate in all material respects in conformity with the Documentation.

If SirsiDynix Software does not perform as warranted, SirsiDynix shall use commercially reasonable efforts to correct Errors. As Customer's exclusive remedy for any claim under this warranty, Customer shall promptly notify

Customer Initial and Date: \_\_\_\_\_

SirsiDynix in writing of its claim. Provided that such claim is reasonably determined by SirsiDynix to be SirsiDynix's responsibility, SirsiDynix shall, within ninety (90) days of its receipt of Customer's written notice; (i) correct such Error; (ii) provide Customer with a plan reasonably acceptable to Customer for correcting the Error; or (iii) if neither (i) nor (ii) can be accomplished with reasonable commercial efforts from SirsiDynix, then SirsiDynix or Customer may terminate the affected SirsiDynix Software license and Customer will be entitled to an equitable adjustment in the fees paid for the affected SirsiDynix Software. The preceding warranty cure shall constitute SirsiDynix's entire liability and Customer's exclusive remedy for cure of the warranty set forth herein.

**7.2 SirsiDynix Subscriptions.** SirsiDynix warrants that Subscriptions, as used in accordance with the Documentation, will operate in all material respects in conformity with the Documentation.

**7.3 Exclusions.** SirsiDynix is not responsible for any claimed breach of any warranty caused by: (i) modifications made to the SirsiDynix Software by anyone other than SirsiDynix; (ii) the combination, operation or use of the SirsiDynix Software with any items that are not part of the Operating Environment; (iii) Customer's failure to use any new or corrected releases of the SirsiDynix Software made available by SirsiDynix; (iv) SirsiDynix's adherence to Customer's specifications or instructions; or (v) Customer deviating from the operating procedures described in the Documentation.

**7.4 Third Party Products.** SirsiDynix warrants that it is an authorized distributor of the Third Party Product and that with the execution of this Master Agreement and the applicable EULA, Customer will have the right to use such Product in accordance with the terms and conditions of the terms of this Master Agreement and the applicable EULA. SIRSIDYNIX MAKES NO OTHER WARRANTY WITH RESPECT TO ANY THIRD PARTY PRODUCTS. CUSTOMER'S SOLE REMEDY WITH RESPECT TO SUCH THIRD PARTY PRODUCTS SHALL BE PURSUANT TO THE ORIGINAL LICENSOR'S WARRANTY, IF ANY, TO SIRSIDYNIX, TO THE EXTENT PERMITTED BY THE ORIGINAL LICENSOR. THIRD PARTY PRODUCTS ARE MADE AVAILABLE BY SIRSIDYNIX ON AN "AS IS, AS AVAILABLE" BASIS.

**7.5 Hardware.** SirsiDynix warrants that it is an authorized distributor of the Hardware. Hardware warranties shall be governed by the manufacturer's warranty. SIRSIDYNIX MAKES NO WARRANTIES OF ANY KIND WITH RESPECT TO HARDWARE OR HARDWARE MAINTENANCE. CUSTOMER'S SOLE REMEDY WITH RESPECT TO SUCH HARDWARE OR HARDWARE MAINTENANCE SHALL BE PURSUANT TO THE MANUFACTURER'S WARRANTY, IF ANY.

**7.6 Disclaimers.** THE WARRANTIES SET FORTH IN THIS MASTER AGREEMENT ARE IN LIEU OF, AND SIRSIDYNIX, ITS LICENSORS AND SUPPLIERS EXPRESSLY DISCLAIM TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, (i) ANY WARRANTY THAT ANY PRODUCT IS ERROR-FREE OR WILL OPERATE WITHOUT INTERRUPTION OR THAT ALL ERRORS WILL BE CORRECTED; (ii) ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, (iii) ANY WARRANTY THAT CONTENT OR THIRD PARTY PRODUCTS WILL BE ACCURATE, RELIABLE AND ERROR-FREE AND (iv) ANY AND ALL IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. NO ADVICE, STATEMENT OR INFORMATION GIVEN BY SIRSIDYNIX, ITS AFFILIATES, CONTRACTORS OR EMPLOYEES SHALL CREATE OR CHANGE ANY WARRANTY PROVIDED HEREIN. CUSTOMER ACKNOWLEDGES THAT USE OF OR CONNECTION TO THE INTERNET PROVIDES THE OPPORTUNITY FOR UNAUTHORIZED THIRD PARTIES TO CIRCUMVENT SECURITY PRECAUTIONS AND ILLEGALLY GAIN ACCESS TO THE SERVICES AND CUSTOMER DATA AND THAT NO FORM OF ENCRYPTION IS FOOL PROOF. ACCORDINGLY, SIRSIDYNIX CANNOT AND DOES NOT GUARANTEE THE PRIVACY, SECURITY OR AUTHENTICITY OF ANY INFORMATION SO TRANSMITTED OVER OR STORED IN ANY SYSTEM CONNECTED TO THE INTERNET.

## 8. EXCLUSION AND LIMITATION OF LIABILITY

**8.1** TO THE FULLEST EXTENT PERMITTED BY LAW, SIRSIDYNIX'S TOTAL LIABILITY (INCLUDING ATTORNEYS FEES AWARDED UNDER THE MASTER AGREEMENT) TO CUSTOMER FOR ANY CLAIM BY CUSTOMER OR ANY THIRD PARTIES UNDER THE MASTER AGREEMENT, EXCLUDING LIABILITY PURSUANT TO SECTION 6 (Indemnification), WILL BE LIMITED TO THE FEES PAID BY CUSTOMER DURING THE PREVIOUS 12 MONTHS FOR THE PRODUCT WHICH IS THE SUBJECT MATTER OF THE CLAIM.

**8.2** IN NO EVENT WILL SIRSIDYNIX BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY PUNITIVE, TREBLE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS, REVENUE, PROFITS, STAFF TIME, GOODWILL, USE, DATA, OR OTHER ECONOMIC ADVANTAGE), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, WHETHER OR NOT SIRSIDYNIX HAS PREVIOUSLY BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**8.3** NO CLAIM ARISING OUT OF THE MASTER AGREEMENT, REGARDLESS OF FORM, MAY BE BROUGHT BY CUSTOMER MORE THAN TWO YEARS AFTER THE CAUSE OF ACTION ARISES.

## 9. TERM AND TERMINATION

**9.1 Term of Master Agreement.** Subject to Section 10.12 below, the term of this Master Agreement shall commence on the Effective Date and shall continue in full force and effect until the expiration or termination of all Quotes, unless otherwise terminated earlier as provided hereunder.

**9.2 Product and Services Term.** The respective initial term of Software Maintenance, Hardware Maintenance, Subscriptions, and Subscription Software as applicable, is specified in the Quote ("**Initial Term**"). The Initial Term and any renewal term shall automatically renew for the same length as the Initial Term unless either party gives written notice 60 days prior to the end of any previous Term of its intention to terminate the Subscription or Maintenance service. The Initial Term and renewal terms are referred to as the "**Term**".

**9.3.1 Termination.** Either party may terminate the Master Agreement immediately upon written notice if the other party commits a non-remediable material breach of the Master Agreement, or if the other party fails to cure any remediable material breach or provide a written plan of cure acceptable to the non-breaching party within 30 days of being notified in writing of such breach. Where the non-breaching party has a right to terminate the Master Agreement, the non-breaching party may at its discretion terminate the Master Agreement or the applicable Quote. Quotes that are not terminated shall continue in full force and effect under the terms of this Master Agreement **9.3.2** Following termination of the Master Agreement, Customer agrees to certify that it has returned or destroyed all copies of the applicable Product and Confidential Information and acknowledges that its rights to use the same are relinquished.

**9.4. Suspension.** SirsiDynix will be entitled to suspend any or all performance upon 10 days written notice to Customer in the event Customer is in breach of the Master Agreement. Further, SirsiDynix may suspend Customer's use of and access to all or a portion of the Subscriptions if, and so long as, in SirsiDynix's sole judgment, there is a security risk created by Customer that may interfere with the proper continued provision of services or the operation of SirsiDynix's network or systems. SirsiDynix may impose an additional charge to reinstate service following such suspension.

Customer Initial and Date: \_\_\_\_\_

**10. GENERAL PROVISIONS**

**10.1 Force Majeure.** The parties will exercise every reasonable effort to meet their respective obligations hereunder but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including but not limited to power outages or failure of third party service providers. This provision does not relieve Customer of its obligation to make payments then owing.

**10.2 Assignment.** SirsiDynix may assign the Master Agreement and all of its rights and obligations herein without Customer's approval to its parent company or other affiliated company, to a successor by operation of law, or by reason of the sale or transfer of all or substantially all of its stock or assets to another entity. Neither party may otherwise assign or transfer the Master Agreement without the prior written consent of the other party, which shall not be unreasonably withheld. Notwithstanding the above, SirsiDynix may fulfill its obligations hereunder through its affiliated companies.

**10.3 Cooperation.** Customer agrees to provide cooperation, which means assistance, information, equipment, data, a suitable work environment, timely access, and resources reasonably necessary to enable SirsiDynix to perform any and all installation, implementation, and services required to fulfill its obligations hereunder including but not limited to ensuring SirsiDynix has remote access. Failure to grant such cooperation shall allow SirsiDynix to deem the Product purchased by Customer to be fully accepted and delivered. In the event any delay in implementing Products is caused by Customer resulting in SirsiDynix incurring additional expenses, the Customer shall pay to SirsiDynix the amount of such additional expenses.

**10.4 Delegation.** SirsiDynix may subcontract or delegate any work under any Quote to any third party without Customer's prior written consent, provided however that SirsiDynix shall remain responsible for the performance of any such subcontractors.

**10.5 Notice of U.S. Government Restricted Rights.** If the Customer hereunder is the U.S. Government, or if the Software is acquired hereunder on behalf of the US Government with U.S. Government federal funding, notice is hereby given that the Software is commercial computer software and documentation developed exclusively at private expense and is furnished as follows: "U.S. GOVERNMENT RESTRICTED RIGHTS. Software delivered subject to the FAR 52.227-19. All use, duplication and disclosure of the Software by or on behalf of the U.S. Government shall be subject to this Master Agreement and the restrictions contained in subsection (c) of FAR 52.227-19, Commercial Computer Software - Restricted Rights (June 1987)".

**10.6 Export.** Customer shall comply fully with all relevant export laws and regulations of the United States to ensure that the Software is not exported, directly or indirectly, in violation of United States law.

**10.7 Non-solicitation.** During the term of this Master Agreement and for a period of one year following its termination, neither party will solicit for employment directly or through other parties, without the other party's written permission, any individual employed by the other party, provided however that the hiring of individuals responding to general public marketing and recruiting advertisements and events shall not be a violation of this provision; only active, targeted solicitation is prohibited.

**10.8 Compliance.** During the term of this Master Agreement and for a period of one year following its termination, SirsiDynix shall have the right to verify Customer's full compliance with the terms and requirements of the Master Agreement. Should such verification process show noncompliance exceeding 5% excess usage of license metrics, Customer shall reimburse SirsiDynix for the reasonable costs and expenses of such verification process incurred by SirsiDynix (including but not limited to reasonable attorneys' fees) , and Customer shall promptly cure any such noncompliance; provided, however, that the obligations under this section do not constitute a waiver of SirsiDynix's termination rights and do not affect SirsiDynix's right to payment for Products and interest fees related to usage in excess of the License Metrics.

**10.9 Notices.** Any notice required or permitted to be sent under the Master Agreement shall be delivered by hand, by overnight courier, by email to SirsiDynix at [legal@sirsidynix.com](mailto:legal@sirsidynix.com), or by email to Customer at any current Customer email address routinely used by SirsiDynix, or by registered mail, return receipt requested, to the address of the parties set forth in the Master Agreement or to such other address of the parties designated in writing in accordance with this subsection.

**10.10 Relationship.** The Master Agreement is not intended to create a partnership, franchise, joint venture, agency, or a fiduciary or employment relationship. Neither party may bind the other party or act in a manner which expresses or implies a relationship other than that of independent contractor.

**10.11 Invalidity.** If any provision of the Master Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

**10.12 Survival.** The following provisions will survive any termination or expiration of the Master Agreement: sections 1, 2.7, 2.8, 2.10, 2.12, 3, 4, 5, 6, 7, 8, 9, and 10.

**10.13 No Waiver.** Any waiver of the provisions of the Master Agreement or of a party's rights or remedies under the Master Agreement must be in writing to be effective. Any such waiver shall constitute a waiver only with respect to the specific matter described in such writing and shall in no way impair the rights of the party granting such waiver in any other respect or at any other time. The waiver by either of the parties hereto of a breach or of a default under any of the provisions of the Master Agreement shall not be construed as a waiver of any other breach or default of a similar nature, or as a waiver of any of such provisions, rights or privileges hereunder. The rights and remedies herein provided are cumulative and none is exclusive of any other, or of any rights or remedies that any party may otherwise have at law or in equity. Failure, neglect, or delay by a party to enforce the provisions of the Master Agreement or its rights or remedies at any time, shall not be construed and shall not be deemed to be a waiver of such party's rights under the Master Agreement and shall not in any way affect the validity of the whole or any part of the Master Agreement or prejudice such party's right to take subsequent action.

**10.14 Entire Agreement.** The Master Agreement constitutes the parties' entire agreement relating to its subject matter. It cancels and supersedes all prior or contemporaneous oral or written communications, requests for proposals, proposals, conditions, representations, and warranties, or other communication between the parties relating to its subject matter as well as any prior contractual agreements between the parties. Notwithstanding the precedence of this Master Agreement, any existing Customer License Metrics shall continue unless new License Metrics are identified in a Quote. No modification to the Master Agreement will be binding unless in writing and signed by an authorized representative of each party.

**10.15 Third Party Beneficiaries.** All rights and benefits afforded to SirsiDynix under the Master Agreement shall apply equally to the owner of the Third Party Products with respect to the Third Party Products, and such third party is an intended third party beneficiary of the Master Agreement, with respect to the Third Party Products.

**10.16 Governing Law and Venue.** The Master Agreement shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to its principles of conflict of laws. Any dispute shall be litigated in the state or federal courts located in Indiana to whose exclusive jurisdiction the parties hereby consent. In addition, the Customer hereby waives any objection the customer may have based upon lack of personal jurisdiction, improper venue and/or "forum non conveniens".

**10.17 Application of Laws.** The parties agree that this contract is not a contract for the sale of goods; therefore, the Master Agreement shall not be governed by any codification of Article 2 or 2A of the Uniform Commercial Code, or any codification of the Uniform Computer Information Technology Act ("UCITA"), or any references to the United National Convention on Contracts for the International Sale of Goods.

Customer Initial and Date: \_\_\_\_\_

**10.18 Counterparts.** The Master Agreement and each Schedule may be executed in one or more counterparts, each of which shall constitute an enforceable original of the Master Agreement, and that facsimile, electronic and/or .pdf scanned copies of signatures shall be as effective and binding as original signatures.

Agreement shall not be construed in favor of or against a party based on the originator of the document.

**10.20 Attorney's Fees.** In the event a party seeks and obtains a remedy in the courts for its rights under this Master Agreement, the prevailing party in such litigation shall be entitled to its reasonable attorney's fees and cost.

**10.19 Headings and Drafting.** The headings in the Master Agreement shall not be used to construe or interpret the Master Agreement. The Master

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**END OF MASTER AGREEMENT**

<b>Vigo County Public Library</b> <b>One Library Square</b> <b>Terre Haute, Indiana 47807</b>	<b>Sirsi Corporation</b> <b>SirsiDynix Technology Centre</b> <b>3300 N. Ashton Blvd. – Suite 500</b> <b>Lehi, UT 84043</b>
Sign: _____	Sign: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Customer Initial and Date: \_\_\_\_\_

**Exhibit A - DEFINITIONS**

**“Circulation”** means the checkout of a Library Item to a patron, the checkout of a Library Item for the purpose of tracking in-library usage, the renewal of a Library Item, or an action functionally identical to any of the preceding acts.

**“Confidential Information”** means information of SirsiDynix and/or its licensors includes but is not limited to the terms and conditions (but not the existence) of the Master Agreement, all trade secrets, software, source code, object code, specifications, as well as results of testing and benchmarking of the Software or other services, product roadmap, data and other information of SirsiDynix and its licensors relating to or embodied in the Software or Documentation, including but not limited to information designated as confidential in writing or information which ought to be in good faith considered confidential and proprietary to the disclosing party. SirsiDynix's placement of a copyright notice on any portion of any Software will not be construed to mean that such portion has been published and will not derogate from any claim that such portion contains proprietary and confidential information of SirsiDynix. Confidential Information does not include that the Customer uses SirsiDynix Products.

**“Content”** means any information, data, text, software, music, sound, photographs, graphics, video messages or other material which Customer receives through a Subscription.

**“Customer Data”** means any electronic data, information or material provided or submitted by Customer (including the Customer's patrons and users) to SirsiDynix through a Subscription or Services, or which Customer (including the Customer's patrons and users) enters into the Subscription or Services or has entered on its behalf, or which SirsiDynix is otherwise given access to under the Master Agreement. Customer Data does not include non-personally identifiable information aggregated by SirsiDynix.

**“Documentation”** means the user instructions, release notes, manuals and on-line help files made available by SirsiDynix regarding the use of the applicable Product.

**“Effective Date”** is defined in section 1.1.

**“Error”** means a material failure of a Product to conform to its functional specifications described in the Documentation.

**“EULA”** means the end user license agreement that accompanies the Third Party Product, which governs the use of or access by Customer to the applicable Third Party Product.

**“Go Live Date”** means the date on which the Products are substantially ready for operational use for normal daily business.

**“Hardware”** means the physical hardware and equipment manufactured by third party providers and sold to Customers by SirsiDynix.

**“Intellectual Property”** means any and all intellectual property rights, recognized in any country or jurisdiction in the world, now or hereafter existing, and whether or not perfected, filed or recorded, including without limitation inventions, technology, patents rights (including patent applications and disclosures), copyrights, trade secrets, trademarks, service marks, trade dress, methodologies, procedures, processes, know-how, tools, utilities, techniques, various concepts, ideas, methods, models, templates, software, source code, algorithms, the generalized features of the structure, sequence and organization of software, user interfaces and screen designs, general purpose consulting and software tools, utilities and routines, and logic, coherence and methods of operation of systems, training methodology and materials, which SirsiDynix has created, acquired or otherwise has rights in, and may, in connection with the performance of obligations hereunder, create, employ, provide, modify, create, acquire or otherwise obtain rights in.

**“Internal Business Purposes”** means Customer's internal use but does not include (1) sharing Confidential Information or Intellectual Property with third parties without SirsiDynix written consent or (2) integration of third party

products by any means into Software, Subscriptions or Subscription Software without additional SirsiDynix license.

**“License Metrics”** means limits on Product usage as set forth in the Quote such as Titles, Circulation, Users, students, seats, and reports.

**“Maintenance”** means the technical support and, with respect to Software, the provision of Updates for the level of support services purchased from SirsiDynix, all of which are provided under SirsiDynix's support policies in effect at the time the Services are provided, which may be modified from time-to-time by SirsiDynix in its sole discretion. A current version of such Support Policies can be found under “SirsiDynix Support Policies” (Document ID 125773) at <http://support.sirsidynix.com>.

**“Operating Environment”** means SirsiDynix-recommended hardware, operating system, middleware, database products and other software on which the Software will operate.

**“Professional Services”** means data conversion, implementation, site planning, configuration, integration and deployment of the Software or Subscriptions, training, project management and other consulting services.

**“Products”** means Software, Subscriptions, Subscription Software, Services and Hardware.

**“Protected Materials”** means Software and work product provided by SirsiDynix under Services, Subscriptions, Subscription Software and SirsiDynix's or its licensors' Intellectual Property and Confidential Information.

**“Quote”** is defined in Section 1.3.

**“Services”** means those services provided or arranged by SirsiDynix including but not limited to specific SirsiDynix Products such as (i) Professional Services; and (ii) that part of Maintenance that is technical support, excluding the provision of Updates.

**“SirsiDynix Software”** means each SirsiDynix-developed and/or SirsiDynix-owned software product in machine-readable object code (not source code), the Documentation for such product, and any Updates thereto.

**“Software”** means the SirsiDynix Software and Third Party Software.

**“Subscriptions”** means the provision of access by SirsiDynix or its hosting providers to Software and/or Content from a server farm that is comprised of application, data and remote access servers, including associated offline components including but not limited to cloud services and web access to Content.

**“Subscription Software”** means Subscriptions hosted by Customer. Customer does not have a license in Subscription Software.

**“Term”** is defined in section 9.2.

**“Titles”** means the number of unique records for an electronic, virtual, and/or physical item which may be used by a library patron, such as a bibliographic, MARC, visual material, serial or Dublin Core record, created on the Software or Subscription. Multiple items, representing either identical items or volumes in a set, may be included in a single Title.

**“Third Party Products”** means software or content including documentation and updates if any, owned by an entity other than SirsiDynix and provided by SirsiDynix in connection with Products.

**“Updates”** means the error corrections, releases, updates, modifications or enhancements subsequently developed that SirsiDynix makes generally available to its customers as part of Maintenance on a when and if available basis. Updates exclude new products, modules, platform or functionality for which SirsiDynix charges a separate fee.

**“Users”** means Customer's employees or agents who have been issued user names and passwords by Customer to use the Products. Each such User shall be one person, and user names and passwords cannot be shared or used by more than one person.

Customer Initial and Date: \_\_\_\_\_