

**PORT WASHINGTON PUBLIC LIBRARY
BOARD OF TRUSTEES ORGANIZATIONAL MEETING
JULY 10, 2024
AGENDA**

- I Oaths of Office
 - a) Adrienne Saur - Trustee
 - b) Paul Thomaidis – Treasurer
 - c) Lynn Moessner – District Clerk
- II Approval of June 12, 2024 Board of Trustees Minutes
- III Approval of June 2024 Warrants
- IV Approval June 2024 Staff Changes
- V Annual Reorganization
 - a) Reaffirmation of Procedures set forth in the General Municipal Law, Section 104-B
 - b) Reaffirmation of Library's Investment and Purchasing Policies
 - c) Proposal for Bond, Schoeneck & King General Counsel Services
 - d) Proposal for Cullen & Danowski Accounting Services
 - e) Proposal for Gryphon Technologies Computer Services
 - f) Proposal for Rynkar, Vail & Barrett Auditing Services
 - g) Appointment of Investment Officer
 - h) Appointment of Library Purchasing Agent
 - i) Appointment of Library Treasurer – Paul Thomaidis
 - j) Appointment of District Clerk
 - k) Approval - Officers of Board of Trustees 2024/2025
 - l) Designation of Bank Depository
 - m) Acceptance of Amount of Petty Cash
 - n) Conflict of Interest Document
 - o) Resolution for Prepaid Public Utilities
- VI Director's Report
 - a) "The Lab" Updates
 - b) Approval of 2024/2025 Holiday Schedule
 - c) PILOT Monies
 - d) Personal Registration Day for 2025 Election – April 1, 2025
 - e) Foundation Gala Event – September 21, 2024
 - f) SAM Grant
 - g) Trustee Training
 - h) Nancy Curtin Scholarship Awardees

(over)

- VII President's Report
 - a) Review of Internal Controls
 - b) Approval of Board Meeting Schedule for 2024/2025
 - c) Acceptance of Warrant Signing Schedule for 2024/2025
 - d) Board of Trustees' Committee Appointments
 - e) Facility & Technology Objectives 2024-2025
- VIII Assistant Director's Report
 - a) Community Survey
 - b) New Quiet Study Pods
- IX Councils.
 - a) Art Advisory Council Members
 - 1. Minutes of Meeting – June 12, 2024
 - b) Children's Advisory Council Members
 - 1. Notes from June 6, 2024 Meeting
 - c) Health Advisory Council Members
 - d) Music Advisory Council Members
 - e) Nautical Advisory Council Members
 - f) Books for Dessert Advisory Board
 - g) ESOL Tutors
- X Foundation
 - a) 2024/2025 Members
 - b) Minutes of Meeting – June 3, 2024
- XI Friends of the Library
 - a) 2024/2025 Board Members
 - b) Minutes of Meeting – June 12, 2024
- XII New Business
 - a) Approval of Meeting Room Policy Update
 - b) Approval of Breaktime for Nursing Employees & Lactation Accommodation Policy Update
- XIII Public Comments
- XIV Adjournment

Constitutional Oath of Office

State of New York)
County of Nassau) ss:

I, Adrienne Saur do solemnly swear (or affirm) that I will support the Constitution of the United States and the Constitution of the State of New York, and that I will faithfully discharge the duties of the office of **Trustee** for the **Port Washington Public Library** according to the best of my ability.

Subscribed and sworn to
Before me this ____ day of _____, 20__

Notary Public

Applicant Signature

Constitutional Oath of Office

State of New York)
County of Nassau) ss:

I, **Paul Thomaidis** do solemnly swear (or affirm) that I will support the Constitution of the United States and the Constitution of the State of New York, and that I will faithfully discharge the duties of the office of **Treasurer** for the **Port Washington Public Library** according to the best of my ability.

Subscribed and sworn to
Before me this ____ day of _____, 20__

Notary Public

Applicant Signature

Constitutional Oath of Office

State of New York)
County of Nassau) ss:

I, **Lynn Moessner** do solemnly swear (or affirm) that I will support the Constitution of the United States and the Constitution of the State of New York, and that I will faithfully discharge the duties of the office of **District Clerk** for the **Port Washington Public Library** according to the best of my ability.

Subscribed and sworn to
Before me this ____ day of _____, 20__

Notary Public

Applicant Signature

PORT WASHINGTON PUBLIC LIBRARY
UNAPPROVED MINUTES OF
THE BOARD OF TRUSTEES MEETING
June 12, 2024

| | | |
|---------------|--------------------------|----------------|
| Participants: | Adrienne Saur, Presiding | Patricia Saur |
| | Nancy Comer | Michael Krevor |
| | Matthew Straus | James Hutter |

Ms. Saur opened the public meeting at 7:30pm stating there was no Executive Session this evening.

OPENING

Ms. Saur requested a motion to approve the May 15, 2024, Board of Trustees minutes of meeting. Ms. Comer moved to approve with the Library Aid number adjusted. Mr. Straus seconded. All agreed.

**APPROVAL OF
MINUTES**

Ms. Saur requested a motion to approve the May 2024 warrants 24-05-11A and 24-05-11B with two payrolls, May 9th and May 23rd. Ms. Bridges moved to approve. Mr. Straus seconded. All agreed.

**APPROVAL OF
WARRANTS**

Ms. Saur requested a motion to accept the May 2024 staff changes with three appointments, one departure, and one salary adjustment. Ms. Bridges moved to approve. Mr. Straus seconded. All agreed.

STAFF CHANGES

Ms. Saur asked if there were any questions on the May Financial Report. There were no questions.

**FINANCIAL
REPORT**

Ms. Saur requested a motion to approve the Capital Fund Transfer Resolution from the capital expenditure budget line to the assigned for capital in the amount of \$12,500. Mr. Straus moved to approve. Ms. Bridges seconded. All agreed.

**CAPITAL FUND
TRANSFER
RESOLUTION**

Mr. Hutter reviewed the Facility and Technology Goals and Objectives of 2023-2024 noting completed goals and on-going items that were updated this month.

**GOALS &
OBJECTIVES
2023-2024**

Mr. Hutter presented a draft of the 2024-2025 Facility and Technology Goals and Objectives for the Board to review and add any additions or changes to the list prior to the Organizational Meeting next month. Ms. Comer & Ms. Bridges suggested that Me and General be consulted with the selection of shelving colors and furniture purchases. Ms. Comer thought the Facility Committee should meet to review Facility Goals 2024-2025 and future plans.

**GOALS &
OBJECTIVES
2024-2025**

| | |
|---|-------------------------------|
| Mr. Hutter noted the Consultant Proposals for 2024-2025 to be approved at the Organizational Meeting next month. | CONSULTANT PROPOSALS |
| Mr. Hutter presented the draft 2024-2025 Holiday Schedule which will be approved at next month's Organizational Meeting. | DRAFT HOLIDAY SCHEDULE |
| Mr. Hutter reminded the Board that Early Voting for the NYS Primary will take place beginning June 15, 2024, and continue for nine days. Primary Day is June 25 and will be held in the Lapham Room from 6:00am to 9:00pm. | EARLY PRIMARY VOTING |
| Mr. Hutter requested the Board approve the Excess Equipment list dated June 12, 2024, which includes two weathered bookcases which do not fit in other locations of the Library. Mr. Krevor suggested looking into other places for these bookcases. Mr. Straus moved to approve. Ms. Bridges seconded. All agreed. | EXCESS EQUIPMENT LIST |
| Mr. Krevor reported that he spoke with all Trustees regarding the Nominating Slate. Mr. Keller is nominated for Board President, Ms. Saur as Vice President, and Ms. Comer as Recording Secretary. The Board will approve the slate at the Organizational Meeting. | NOMINATING SLATE |
| Ms. Saur asked if anyone would like to switch committees for the following year. No one requested to be changed. | BOARD COMMITTEES |
| Ms. Saur noted that the July Organizational Meeting will be held on July 10, 2024. | ORGANIZATIONAL MEETING |
| Ms. Saur asked if anyone had questions on the Vendor List. Questions were answered concerning Amazon, Baker and Taylor, and Thomson & Reuters. | VENDOR LIST |
| Mr. Hutter informed the Board about recent events including a recent blood drive, Be The Rainbow Oral History Exhibit - Queer in Port, Jim Graf Art Exhibition, and Theatre for Dessert. Upcoming events include a soul, R&B, and gospel concert honoring Juneteenth on June 23 rd , Smartphones for the Perplexed, Summer Reading sponsored by the Friends of the Library, and SoundSwap Harvest. The popular Manhasset Bay Boat tours are returning from July through September. | IN-PERSON SERVICES |
| Mr. Hutter and Ms. Davidoff informed the Board of the new Large Format Printer that can print up to 42" wide. Mr. Hutter invited the Board to view the Pride banner on the front of the entranceway which was printed in-house. | LARGE FORMAT PRINTER |
| Ms. Saur noted the Art Advisory Council minutes of May 8, 2024, and requested a motion to approve new member, Dave Bett. Ms. Bridges moved to approve. Ms. Comer seconded. All agreed. | AAC MINUTES |

| | |
|---|---|
| Ms. Saur noted the Foundation minutes of April 8, 2024 and the financial activity report ending April 30, 2024. | FOUNDATION MINUTES/FINAN- CIAL |
| Ms. Saur noted the reports from the PLA Annual Conference by Ms. Davidoff and Ms. Monsour. The Board thanked Ms. Davidoff for their reports that provide them with valuable information. | PLA REPORTS |
| Ms. Saur noted the correspondence from Mill Pond Acres dated May 17, 2024 thanking Mr. Klang and Ms. Monsour for attending their clubhouse to speak on the important topic of book banning. | CORRESPOND- ENCE |
| Ms. Garza represented the Staff Association at this meeting and had no comments for the Board. | STAFF ASSOCIATION |
| Mr. Hutter informed that Board that the Collections, Acquisitions, and Management (CAM) vote conducted by Nassau Library System did not pass. | NLS CAM VOTE |
| Ms. Saur asked the Board to “Save The Date” for the Foundation Gala at the Manhasset Bay Yacht Club on September 21, 2024, which will be honoring John & Pam O’Connell. | FOUNDATION GALA |
| Ms. Lim’s question regarding the Holiday Schedule was answered. | PUBLIC COMMENTS |
| Ms. Saur requested a motion to adjourn. Ms. Bridges moved to adjourn. Mr. Straus seconded. All agreed. | ADJOURNMENT |

PORT WASHINGTON PUBLIC LIBRARY
BOARD MEETING
JUNE 2024 REPORTS

WARRANTS TO BE VOTED ON

| Warrant Number | Amount |
|----------------|----------------------|
| 24-6-12A | \$ 205,032.30 |
| 24-6-12B | \$ 60,038.88 |
| Warrant Total | <u>\$ 265,071.18</u> |

| <u>Payroll Date</u> | | <u>Gross</u> | | <u>Net</u> | | <u>Processing</u> | | <u>Tax Liability</u> |
|---------------------|----|--------------|----|------------|----|-------------------|----|----------------------|
| 6/6/2024 | \$ | 162,345.01 | \$ | 118,955.49 | \$ | - | \$ | 47,898.04 |
| 6/20/2024 | \$ | 144,322.06 | \$ | 91,425.28 | \$ | 2,071.75 | \$ | 39,634.70 |
| PAYROLL TOTAL | \$ | 306,667.07 | \$ | 210,380.77 | \$ | 2,071.75 | \$ | 87,532.74 |

Prepared By:
Mayra Fenig
Finance Department



GENERAL MUNICIPAL LAW

Section 104-b

The following relates to attorney, accountant, auditor, and information technology specialist:

Prior to making the above appointments, the Board reviewed the Library's Purchasing Policy and General Municipal Law, Section 104-b, pertaining to professional services, as it relates thereto, and reaffirmed the procedures set forth therein relative to competitive bidding. The Board's attorney, accountant, auditor, and information technology specialist were appointed based upon their expertise, prior experience, familiarity with relevant governmental operations and continuity of service.

Accordingly, no request for alternate or additional proposals was made by the Board in the case of the attorney, accountant, auditor, or information technology specialist.

SECTION 104-B - Procurement policies and procedures

General Municipal (GMU) CHAPTER 24, ARTICLE 5-A

§ 104-b. Procurement policies and procedures. 1. Goods and services which are not required by law to be procured by political subdivisions or any districts therein pursuant to competitive bidding must be procured in a manner so as to assure the prudent and economical use of public moneys in the best interests of the taxpayers of the political subdivision or district, to facilitate the acquisition of goods and services of maximum quality at the lowest possible cost under the circumstances, and to guard against favoritism, improvidence, extravagance, fraud and corruption. To further these objectives, the governing board of every political subdivision and any district therein, by resolution, shall adopt internal policies and procedures governing all procurements of goods and services which are not required to be made pursuant to the competitive bidding requirements of section one hundred three of this article or of any other general, special or local law. In cities with a population of one million or more, the procurement policy board shall develop and promulgate such policies and procedures by rule.

2. Such policies and procedures shall contain provisions which, among other things:

a. prescribe a procedure for determining whether a procurement of goods and services is subject to competitive bidding and documenting the basis for any determination that competitive bidding is not required by law;

b. provide that, except for procurements made pursuant to subdivision three of section one hundred three or section one hundred four of this article, section one hundred seventy-five-b of the state finance law, section one hundred eighty-six of the correction law, or the policies and procedures adopted pursuant to paragraph f of this subdivision, alternative proposals or quotations for goods and services shall be secured by use of written requests for proposals, written quotations, verbal quotations or any other method of procurement which furthers the purposes of this section;

c. set forth when each such method of procurement will be utilized, taking into account which method will best further the purposes of this section and the cost-effectiveness of the method;

d. require adequate documentation of actions taken in connection with each such method of procurement;

e. require justification and documentation of any contract awarded to other than the lowest responsible dollar offeror, setting forth the reasons such an award furthers the purpose of this section; and

f. identify the individual or individuals responsible for purchasing and their respective titles. Such information shall be updated biennially.

g. set forth any circumstances when, or types of procurements for which, in the sole discretion of the governing body (or in the case of cities with a population of one million or more, the procurement policy board), the solicitation of alternative proposals or quotations will not be in the best interest of the political subdivision or district therein.

3. Comments concerning the policies and procedures shall be solicited from officers of the political subdivision or district therein involved in the procurement process prior to the enactment of the policies and procedures, and from time to time thereafter.

4. The governing board shall annually review its policies and procedures. In the case of a city with a population of one million or more, the annual review shall be the duty and responsibility of the procurement policy board.

5. The unintentional failure to fully comply with the provisions of this section shall not be grounds to void action taken or give rise to a cause of action against the political subdivision or district or any officer or employee thereof.

6. Notwithstanding any other provisions of this section or any provision of law, boards of education shall have the authority to include in the internal policies and procedures governing procurement of apparel or sports equipment, where such procurement is not required to be made pursuant to the competitive bidding requirements of section one hundred three of this article, a prohibition against the purchase of apparel or sports equipment from any vendor based upon either or both of the following considerations: (a) the labor standards applicable to the manufacture of the apparel or sports equipment, including but not limited to employee compensation, working conditions, employee rights to form unions, and the use of child labor; or (b) the bidder's failure to provide information sufficient for boards of education to determine the labor standards applicable to the manufacture of the apparel or sports equipment.

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2.0 INVESTMENT POLICY

2.1 SCOPE

This investment policy shall apply to all assets available for investment by the Library whether on its own or on behalf of any other entity or individual.

2.2 OBJECTIVES

The primary objectives of the Library's investment activities shall be in order of priority:

- to conform with all applicable federal, state and other legal requirements (legal);
- to adequately safeguard principal (safety);
- to provide sufficient liquidity to meet all operating requirements (liquidity);
and
- to obtain a reasonable rate of return (yield).

2.3 DELEGATION OF AUTHORITY

The Board of Trustees' responsibility for administration of the investment program is delegated to the Director, who shall establish written procedures for the operation of the investment program consistent with these investment guidelines. Such procedures shall include an adequate internal control structure to provide a satisfactory level of accountability based on a data base or records incorporating description and amounts of investments, transaction dates, and other relevant information and to regulate the activities of subordinate employees.

2.4 PRUDENCE

All participants in the investment process shall seek to act responsibly as custodians of the public trust and shall avoid any transaction that might impair public confidence in the Library to operate effectively. Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the safety of the principal as well as the probable income to be derived.

All participants involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions.

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2.5 DIVERSIFICATION

It is the policy of the Library to diversify its deposits and investments by financial institution, by investment instrument, and by maturity scheduling, to the extent that such diversification can reasonably be expected to improve the Library's financial position. **(September 2014).**

2.6 INTERNAL CONTROLS

It is the policy of the Library for all monies collected by any officer or employee of the Library to transfer those funds to the Director or designee within five (5) business days of receipt, or within the time period specified in law, whichever is shorter. The Director is responsible for establishing and maintaining an internal control structure subject to the approval of the Board which provides reasonable assurances that deposits and investments are safeguarded against loss from unauthorized use or disposition, that transactions are properly authorized and executed and all documents properly recorded, and managed in compliance with applicable laws and regulations and that financial statements are provided to the Board.

2.7 DESIGNATION OF DEPOSITORIES

The Board of Trustees will annually designate the Bank Depository. **(July 2017)**

The following institution is authorized for the deposit of monies:

| | |
|-----------------|-------------------------------------|
| Depository Name | Webster Bank (July 12, 2023) |
|-----------------|-------------------------------------|

2.8 COLLATERALIZING OF DEPOSITS

In accordance with the provisions of General Municipal Law ("GML"), Section 10, all deposits of the Library, including certificates of deposit and special time deposits, in excess of the amount insured under the provisions of the Federal Deposit Insurance Act shall be secured by a pledge of the following "eligible securities" with an aggregate "market value" as provided by GML Section 10, equal to or greater than the aggregate amount of deposits:

1. Obligations issued, or fully insured or guaranteed as to the payment of principal and interest, by the United States of America, an agency thereof, or a United States government sponsored corporation.
2. Obligations issued or fully insured or guaranteed by the State, obligations issued by a municipal corporation, school district or district corporation of the State or obligations of any public benefit corporation which under a specific State statute may be accepted as security for deposit of public monies.

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3. An “eligible letter of credit,” payable to the Library as security for the payment of one hundred forty percent (140%) of the aggregate amount of deposits and the agreed-upon interest, if any. An “eligible letter of credit” shall be an irrevocable letter of credit issued in favor of the Library, for a term not to exceed ninety (90) days, by a qualified bank (other than the bank where the secured money is deposited). A qualified bank is either one whose commercial paper and other unsecured short-term debt obligations (or, in the case of a bank which is the principal subsidiary of a holding company, whose holding company’s commercial paper and other unsecured short-term debt obligations) are rated in one of the three highest rating categories by at least one nationally recognized statistical rating organization, or one that is in compliance with applicable federal minimum risk-based capital requirements. **(Adopted by the Board of Trustees July 10, 2013).**

2.9 SAFEKEEPING AND COLLATERALIZATION

All eligible securities used for collateralizing deposits shall be held by the depository and/or a third party, bank or trust company subject to a security agreement and a custodial agreement.

The security agreement shall provide that eligible securities are being pledged to secure Library deposits together with agreed upon interest, if any, and any costs or expenses arising out of the collection of such deposits upon default. The security agreement shall also provide the conditions under which the eligible securities may be sold, presented for payment, substituted or released and the events which will enable the Library to exercise its rights against the eligible securities. In the event that the eligible securities are not registered or inscribed in the name of the Library, such securities shall be delivered in a form suitable for transfer or with an assignment in blank to the Library or its custodial bank.

The custodial agreement shall provide that securities held by the bank or trust company, or agent of and custodian for the Library, will be kept separate and apart from the general assets of the custodial bank or trust company and will not, in any circumstances, be commingled with or become part of the backing for any other deposit or other liabilities. The custodial agreement should also require the custodian to confirm the receipt, substitution or release of the securities and provide for the frequency of revaluation of eligible securities and for the substitution of securities when change in the rating of a security may cause concern. Such agreement shall include all provisions necessary to provide the Library a perfected interest in the securities.

2.10 PERMITTED INVESTMENTS

As authorized by GML, Section 11, the Library authorizes the Director or designee to invest moneys not required for immediate expenditure for terms not to exceed its projected cash flow needs in the following types of investments:

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- special time deposit accounts;
- certificates of deposit;
- obligations of the United States of America; obligations guaranteed by agencies of the United States of America where the payment of principal and interest is guaranteed by the United States of America;
- obligations of the State of New York.

All investment obligations shall be payable or redeemable at the option of the Library within such times as the proceeds will be needed to meet expenditures for purposes for which the moneys were provided and, in the case of obligations purchased with the proceeds of bonds or notes, shall be payable or redeemable at the option of the Library within two (2) years of the date of purchase.

2.11 AUTHORIZED FINANCIAL INSTITUTIONS AND DEALERS

The Library shall maintain a list of financial institutions and dealers approved for investment purposes and establish appropriate limits to the amount of investments which can be made with each financial institution or dealer. All financial institutions with which the Library conducts business must be credit worthy. Banks shall provide their most recent Consolidated Report of Condition (Call Report) at the request of the Library. Security dealers not affiliated with a bank shall be required to be classified as reporting dealers affiliated with the New York Federal Reserve Bank, as primary dealers. The Director is responsible for evaluating the financial position and maintaining a listing of proposed depositories, trading partners and custodians. Such listing shall be evaluated at least annually.

2.12 PURCHASE OF INVESTMENTS

The Director is authorized to contract for the purchase of investment:

1. Directly, including through a repurchase agreement, from an authorized trading partner;
2. By participation in a cooperative investment program with another authorized governmental entity pursuant to Art. 5G of the GML where such program has been authorized by the Board of Trustees;
3. By utilizing an ongoing investment program with an authorized trading partner pursuant to a contract authorized by the Board of Trustees.

All purchased obligations, unless registered or inscribed in the name of the Library, shall be purchased through, delivered to and held in the custody of a bank or trust company. Such obligations shall be purchased, sold or presented for redemption or payment by such bank or trust company only in accordance with prior written authorization from the officer authorized to make the investment. All such transactions shall be confirmed in writing to the Library by the bank or trust

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company. Any obligation held in custody of a bank or trust company shall be held pursuant to a written custodial agreement as described in GML Section 10.

The custodial agreement shall provide that securities held by the bank or trust company, as agent of and custodian for the Library, will be kept separate and apart from the general assets of the custodial bank or trust company and will not, in any circumstances, be commingled with or become part of the backing for any other deposit or other liabilities. The agreement shall describe how the custodian shall confirm the receipt and release of the securities. Such agreement shall include all provisions necessary to provide the Library a perfected interest in the securities.

2.13 REPURCHASE AGREEMENTS

Repurchase agreements are authorized subject to the following restrictions:

- all repurchase agreements must be entered into subject to a Master Repurchase agreement;
- trading partners are limited to banks or trust companies authorized to do business in New York State and primary reporting dealers;
- obligations shall be limited to obligations of the United States of America and obligations guaranteed by agencies of the United States of America;
- no substitution of securities will be allowed;
- the custodian shall be a party other than the trading partner. (October 1993)

3.0 PURCHASING POLICY

The Board of Trustees recognize its responsibility to promulgate the purchasing policy of the Library, in order to obtain goods and services at the best possible price, in accordance with GML Section 104B.

The Board shall appoint a purchasing agent at the annual organizational meeting, who will be responsible for the implementation of all purchasing for the Library. If advantageous, purchases shall be made through New York State Contract and/or Nassau County Contracts.

Bids shall be let, as authorized by the Board, for all contracts for public works and all purchases in accordance with GML.

Purchases may be made under appropriate state and local contracts.

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No employee has the authority to order supplies and equipment and charge such to the Library. The Library will not reimburse any employee for supplies and equipment which are so ordered unless approved by the purchasing agent.

The Board of Trustees will make certain that professional services are secured in a manner that protects the integrity of the process, ensures the prudent use of taxpayer dollars and provides a high-quality standard of service, in accordance with law and regulation. Professional services are defined as services requiring special skill and/or training, such as legal services, auditing services, or insurance.

On a periodic basis as determined by the Board of Trustees, the designated staff will prepare a comprehensive written request for proposals ("RFP"), which will contain critical details of the services sought. The RFP will specify that the proposal include the structure of the relationship between the Library and the provider, including, if applicable, the terms of the retainer, the hourly fees and other associated costs.

In reviewing the RFPs, the Library will consider, at a minimum, the following factors:

1. the suitability of the individual/firm for the Library's needs;
2. the special knowledge or expertise of the individual/firm;
3. the credentials and applicable certifications of the individual/firm;
4. the quality of the service provided by the individual/firm;
5. cost;
6. the staffing availability from the firm or the time available from the individual.

RFPs for auditing services will be prepared no less than every five (5) years.

The Board of Trustees permits the use of a **Library credit card** by the Library Director or his/her/their designee to pay for actual and necessary expenses incurred in the performance of work-related duties for the Library. The credit card shall be in the name of the Library.

The Library shall establish a credit line not to exceed \$15,000 on its credit card. **(Board of Trustees meeting of October 20, 2021).**

The Board shall ensure the credit card company is such that the Library preserves its right to refuse to pay any claim or portion thereof that is not expressly authorized, does not constitute a proper Library charge, or supersedes any laws, rules, regulations, or policies otherwise applicable. In addition, the Board will ensure that no claim shall be paid unless an itemized voucher approved by the employee whose action gave rise or origin to the claim, shall have been presented to the Board and shall have been audited and allowed.

The credit card may be used only for legitimate Library business expenditures. Further, any use of the credit card must be in accordance with the Library's policy on purchasing. All "Reward" points accrued through credit card use will be used for Library purposes. **(Adopted by the Board of Trustees July 6, 2011).**

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Users must take proper care of this credit card and take all reasonable precautions against damage, loss, or theft. Any damage, loss, or theft must be reported immediately to the Board and to the appropriate financial institution. Failure to take proper care of the credit card or failure to report damage, loss or theft may subject the employee to financial liability and/or disciplinary action.

Purchases that are unauthorized, illegal, represent a conflict of interest, are personal in nature or violate the intent of this policy may result in credit card revocation and discipline of the employee.

Users must submit detailed documentation, including itemized receipts for commodities, services, travel and/or other actual and necessary expenses which have been incurred in connection with Library-related business for which the credit card has been used.

(Resolution to incorporate the Use of Corporate Credit Cards policy into the Library Policy Manual was approved by the Board at the November 16, 2005 meeting.)

Purchases in excess of three thousand dollars (\$3,000) shall be subject to competitive quotations. These competitive quotations must be in written proposals, written quotations or verbal quotations. All quotations shall be recorded. **(January 2015)**

The Board of Trustees reserves the right to reject any and all quotations which it determines are not in the best interests of the Library by reason of quality and/or not adhering to the specifications as described in the request for quotations.

All awards to other than the lowest responsible offeror must be documented containing all information justifying the reason and explanation for awarding to other than the lowest responsible offeror.

Contract awards will be made to local merchants, all else being equal.

The Board of Trustees shall annually review this policy. (November 1993)

3.1 CAPITALIZATION POLICY

The Library defines capital assets as non-consumable assets with a normal service life of more than two (2) years. In order to provide for the proper control and conservation of Library property, the Director or designee shall account for capital expenditures in accordance with the following guidelines:

Capitalization of Assets

1. Equipment items that cost more than five hundred dollars (\$500) will be capitalized and depreciated.
2. Equipment items that cost less than five hundred dollars (\$500) will be expensed.

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3. All non-equipment capital assets costing in excess of five thousand dollars (\$5,000) shall be capitalized and depreciated.
4. All non-equipment capital assets costing less than five thousand dollars (\$5,000) shall be expensed.

Fixed assets with a service life of more than two (2) years following the date of acquisition will be capitalized. Useful lives will be determined in the year of purchase based on general guidelines obtained from professional organizations and the asset's present condition. The Library will use the straight-line method of depreciation and depreciation expense will be calculated beginning the year of acquisition.

(Resolution to incorporate the Capitalization Policy was passed by the Library Board of Trustees at the annual organizational meeting on July 11, 2007.)

3.2 MEALS AND REFRESHMENTS POLICY (April 2016)

The Board of Trustees recognizes that, occasionally, it may be appropriate to provide refreshments and/or meals at meetings or programs that are being held at the Library for an educational purpose or staff development. Any expenditure on such refreshments and/or meals must be approved by the Library Director or his/her/their designee.

All expenses must be appropriately documented, including the date, purpose of the meeting and the group in attendance, and submitted to the Finance Office for the purposes of audit and possible reimbursement.

PORT WASHINGTON PUBLIC LIBRARY

2024- 2025 PROPOSALS

THREE YEAR COMPARISON

| CATEGORY | CONTACT | 2024-2025 | 2023-2024 | 2022-2023 |
|---|-----------------|-----------|-----------|-----------|
| Bond Schoeneck & King Attorney (General Counsel) | Howard Miller | \$17,500 | \$16,000 | \$13,000 |
| Cullen & Danowski Accountant | Jennifer Ditta | 62,100 | 61,980 | \$61,200 |
| Gryphon Technologies Information Technology | John Whittemore | \$67,236 | 64,038 | \$62,790 |
| Rynkar, Vail & Barrett Auditor (CPA) | Bill Barrett | 19,850 | 19,500 | \$19,200 |
| | | | | |
| | | | | |

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May 24, 2024

VIA ELECTRONIC MAIL

Mr. Keith Klang
Library Director
Port Washington Public Library
One Library Drive
Port Washington, New York 11050

Re: *General Counsel Retainer*

Dear Keith:

This will confirm the Port Washington Library's retention of the law firm of Bond, Schoeneck & King, PLLC as general counsel for a period of one (1) year, from July 1, 2024 through June 30, 2025, at a fee of \$17,500 per year, payable in four (4) equal advance quarterly installments, plus reasonable expenses incurred.

The retainer shall cover general legal advice, attendance at Board meetings upon request, review of existing contracts and assistance with Library budget votes, including review of public notices.

Excluded from the retainer shall be extensive research projects, drafting new contracts and litigation. Our services performed at the request of the Library which are not within the retainer as described in the prior paragraph shall be paid by the Library at a reduced blended rate of \$225.00 per hour for any attorney from our firm who works on the matter.

In the event the Library terminates the services of BOND Schoeneck King, PLLC prior to June 30, 2025, BOND Schoeneck King, PLLC shall be entitled to be paid for all time expended by members of the firm on behalf of the Library in all matters from July 1, 2023 through and including the date services terminate, at \$225 per hour. Credit will be given for amounts already paid under the retainer.

If this agreement is acceptable, please sign and return the original of this letter and retain the signed copy for your files,

June 7, 2024
Page 2

Kindly attach for our records a copy of the Board Minutes containing the Resolution authorizing you to sign this retainer on behalf of the Library.

Very truly yours,

BOND SCHOENECK KING, PLLC

A handwritten signature in black ink, appearing to read 'H/M' followed by a stylized surname.

Howard M. Miller

HMM

ACCEPTED:

PORT WASHINGTON PUBLIC LIBRARY

By: _____
Keith Klang
Library Director

Date: _____

BOND, SCHOENECK & KING, PLLC
TERMS OF REPRESENTATION

These Terms of Representation, together with the accompanying engagement letter, constitute the agreement between Bond, Schoeneck & King, PLLC ("Bond" or "we") and the client or clients identified in that engagement letter (the "Client" or "you"), under which Bond will represent Client in the matter or matters described in the engagement letter.

1. **Our Client.** Our representation extends solely to Client, as identified in the accompanying engagement letter, and not to its constituents (including its officers, managers, members, directors, shareholders or employees) or to any affiliated or related entities, or their constituents. There are no third party beneficiaries of this agreement. Client understands that, unless appropriate written consents are obtained, it should not provide us with confidential information regarding any constituent or affiliated/related entity during the course of this representation (and doing so will not make the constituent or affiliate/related entity a client of Bond).

2. **Our Services.** The scope of our services is described in and strictly limited by the accompanying engagement letter. Any changes in scope must be confirmed in writing. Unless otherwise provided in the engagement letter, Bond is not serving as Client's general counsel nor is it responsible for determining whether Client has insurance coverage in connection with our representation, the amounts and limits of any such coverage, or notifying any insurance carrier of the existence of coverage, or our involvement in a matter.

When we provide you with our opinion regarding a matter, it will be based on our best professional judgment. However, that judgment is limited by the facts provided by you and known to us at that time, as well as the law as it then exists. It is expressly acknowledged by you that any such opinions shall not be considered by you as representations, promises or guarantees of results which might be obtainable, nor shall you consider any such opinions to be warranties or representations of a particular outcome or resolution of your matter.

3. **Client Responsibilities.** In order to ensure our ability to provide services to you, you agree to keep us informed of any relevant information or developments relating to your matter and to provide Bond with all pertinent information regarding the subject of our representation, or as otherwise reasonably requested by us. You also agree to cooperate fully, truthfully and timely with us, including making you, your employees or others available to us when necessary. You will keep us advised of how to contact you.

If, during the course of our representation of you, you affiliate with, acquire, are acquired by, or merge with another entity, you agree to provide us with sufficient notice to permit us to determine if that action gives rise to a conflict of interest with any of our other clients and, if so, agree that Bond may take any action that it believes is appropriate or necessary under the applicable Rules of Professional Conduct.

4. **Fees and Expenses.** Unless otherwise provided in the accompanying engagement letter, our billings with respect to this matter will be based on the time (in quarter hour increments) that our attorneys, paralegals, and other service professionals devote to it. The hourly rates for those attorneys, paralegals and other service professionals who will work on Client matters vary, with specific rates reflecting the knowledge, experience and expertise of each individual assigned, time constraints imposed by the circumstances, the complexities of the matter and other relevant factors. The currently applicable rates may be specified in the accompanying engagement letter. It is our practice to increase our hourly rates from time to time, generally effective each October 1.

Our bills to Client, which will be on a monthly basis (unless otherwise agreed to in the accompanying engagement letter) and payable within 30 days, will also include any expenses (copying charges, fax charges, postage, messenger services, mileage, long distance telephone charges, computerized-research, e-discovery and other electronic data charges, etc.) incurred or advanced by us on Client's account or which are due to be paid on Client's account. These expenses may be incurred in the normal course without advance approval from Client. In-house charges (such as copying charges, fax charges, charges for processing, producing and/or storing e-discovery materials, etc.) will be billed at our standard charge rate. You agree that expenses incurred to third parties will either be forwarded to Client for direct payment or, if paid by our firm, billed to you at the rate charged by those third parties. If Client fails to make payment of our fees and disbursements as provided in this letter, consistent with our obligations to Client under the Rules of Professional Conduct, we may discontinue our representation of Client and/or take other appropriate action. Discontinuation of representation does not eliminate Client's responsibility for fees and expenses already incurred. In addition, we reserve the right to assess a monthly service charge of 2% per month on any accounts more than 30 days in arrears. In no event will the service charge be greater than that permitted by any applicable law. We also reserve the right to charge a service fee of no more than 2% for payment of fees and/or disbursements by credit card.

A Client may have insurance coverage that will apply to some or all of our fees and expenses. Regardless of the limits of that coverage (or its discontinuation), Client remains responsible to us for all billed fees and expenses.

We will bill Client for our time and expense in responding to subpoenas (or other judicial orders), auditor's letters or other proceedings, requests and requirements arising out of or related to our representation of Client in any matter.

If requested, we will, if possible, provide you with an estimate and/or budget for a matter. Such estimates/budgets, however, cannot be predicted with certainty and therefore are not binding unless we have expressly agreed to limit our fees accordingly.

If you disagree with any invoice, you must notify us of the nature of your dispute within 30 days of your receipt of that invoice. You agree that your failure to do so will result in that invoice becoming your final binding obligation.

While we make every effort to bill fairly and clearly, occasionally fee disagreements arise between attorneys and their clients. If there is any dispute regarding our fees, Client may have the right to arbitrate that dispute pursuant to 22 NYCRR part 137.

5. **Disputes and Claims.** Except to the extent required by 22 NYCRR part 137, any dispute or claim arising out of or in any way relating to the Firm's representation of you, including, but not limited to, any claim of tort, breach of fiduciary duty, legal malpractice, negligence or breach of contract shall be finally settled by confidential arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award may be entered in any court having jurisdiction thereof. The place of arbitration shall be in the city and

state of the Bond office where the legal work was substantially performed. This agreement to confidential arbitration shall constitute an irrevocable waiver of each party's right to a trial by jury, but the arbitrators shall have the power to grant any remedy for money damages or equitable relief that would be available to such party in a dispute before a court of law in the jurisdiction where the arbitration is being held. The Statute of Limitations for any such disputes or claims shall be two years from when the dispute or claim first arose. You acknowledge that, before agreeing to these terms, you have had a full and fair opportunity to consult with independent counsel concerning these specific provisions.

6. **Communications.** We agree that during the course of this engagement each of us will communicate and/or otherwise make documents available electronically, including through e-mail and/or the use of cloud computing. Although the use of technology involves some risk that third parties may access confidential communications, we both understand and agree that the benefits of using this technology outweigh the risks of unintended disclosure. If there are specific communications that you wish sent only through encrypted and/or password protected (or other) means, you agree to advise us. You will make sure that any computer or device you use in communicating with us is private and secure, password protected and not accessible by a third party, as that could impact the attorney-client privilege.

7. **In-Firm Privilege.** Our firm has a General Counsel who provides legal advice to our lawyers and staff. If any of Bond's lawyers representing you communicate with Bond's General Counsel (or his or her designee, including outside counsel) regarding our firm's rights and obligations with respect to its representation of you, you agree that those are privileged and confidential communications of Bond and protected by the attorney-client privilege. You will not be billed for those communications.

8. **Files.** Either during or at the conclusion of our representation of Client in connection with this matter, at its request and provided outstanding fees and costs have been paid, we will return to Client its papers and property in our possession, reserving the right at any time to convert and return file materials in electronic format, at our discretion. Client may be charged reasonable costs associated with researching, retrieving, compiling, copying and/or delivering file contents in response to Client's request. Our internal records and documents related to this representation will be retained solely by us. These internal materials include firm administrative records, time and expense reports, accounting records and internal work product (including notes, drafts, internal memoranda, research, etc., prepared for the internal use of our lawyers). We retain the right to destroy or dispose of these internal materials after a reasonable period of time following the end of our representation of Client, without further notice to you. Unless we notify you differently, we generally will maintain Client materials of significance for a period of seven years following the end of the matter. Thereafter, you agree that we may destroy them without further notice to you.

9. **Termination of Representation.** You have the right to terminate our representation at any time for any reason. However, termination does not affect your responsibility for our fees and expenses. We may terminate our representation of Client in accordance with the applicable Rules of Professional Conduct. Reasons for which we may terminate our representation of you include (but are not limited to): (1) nonpayment of our fees or expenses; (2) your failure or refusal to cooperate as needed;

(3) your misrepresentation of or failure to disclose material facts; (4) your refusal to accept our advice; (5) discovery of a conflict with another client of Bond; (6) your material breach of our engagement letter and/or these Terms; or (7) any other reason permitted or required under the applicable Rules of Professional Conduct. In the event that we terminate this engagement before completion, we will take such steps as are reasonably practicable to protect your interests in the matter, and you agree to cooperate in any action necessary for our withdrawal. We will be entitled to be paid for all services rendered and other costs or expenses incurred on your behalf through the date of withdrawal. If withdrawal is subject to approval by a court or arbitration panel, we will promptly request such permission, and your consent to withdrawal shall not be unreasonably withheld. Unless terminated earlier, our representation of Client will terminate upon completion of the services which we were retained to provide. Files will be returned pursuant to Section "8" above and consistent with the Rules of Professional Conduct.

10. **Governing Law and Venue.** The rights and obligations of you and Bond arising under or in connection with our representation of you on this matter will be governed by the laws of the state of the Bond office where the legal work was substantially performed without regard to conflicts of laws principles. In the event that any part or parts of these Terms and Conditions of Representation are deemed to be unlawful, all other provisions remain in full force and effect.

11. **Waiver of Conflicts.** During the term of this engagement, we agree that we will not accept representation of another client to pursue interests that are directly adverse to your interests unless and until we have made full disclosure to you of all the relevant facts, circumstances and implications of our undertaking the two representations, and you have consented to our representation of the other client and agreed to waive any existing conflict. You agree, however, that you will not unreasonably withhold your consent and waiver of any conflict if we can confirm to you in good faith that the following criteria are met: (i) there is no substantial relationship between any matter in which we are representing or have represented you and the matter for the other client; (ii) our representation of the other client will not implicate any confidential information we have received from you; (iii) our effective representation of you and the discharge of our professional responsibilities to you will not be prejudiced by our representation of the other client; and (iv) the other client has also consented in writing based on our full disclosure of the relevant facts, circumstances and implications of our undertaking the two representations.

12. **Acceptance of Terms of Representation.** Your agreement to this engagement constitutes your knowing acceptance of the foregoing Terms of Representation, and an acknowledgement that you have had the right to consult with independent counsel regarding all of them. If any of them are unacceptable to you, please advise us now so that we can resolve any differences and proceed with a clear, complete and consistent understanding of our relationship.



May 30, 2024

Board of Trustees
Port Washington Public Library
One Library Drive
Port Washington, New York 11050

Dear Members of the Board and Management:

This letter is to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services we will provide the Port Washington Public Library (Library) during the year ending June 30, 2025.

We will prepare, from information you provide, the Library's annual financial statements for the year ended June 30, 2024 in accordance with accounting principles generally accepted in the United States of America. These financial statements will include the following:

Management's Discussion and Analysis (MD&A)

Financial Statements:

- Statement of Net Position
- Statement of Activities
- Balance Sheet – Governmental Funds
- Reconciliation of the Governmental Funds Balance Sheet to the Statement of Net Position
- Statement of Revenues, Expenditures, and Changes in Fund Balances – Governmental Funds
- Reconciliation of the Governmental Funds Statement of Revenues, Expenditures, and Changes in Fund Balances to the Statement of Activities
- Notes to Financial Statements

Required Supplementary Information other than MD&A:

- Schedule of Revenues, Expenditures, and Changes in Fund Balance – Budget and Actual – General Fund
- Schedule of Library's Proportionate Share of the Net Pension Asset/(Liability)
- Schedule of Library Contributions
- Schedule of Changes in the Library's Total OPEB Liability and Related Ratios

Other Supplementary Information:

- Schedule of Project Expenditures – Capital Projects Fund
- Schedule of Revenues and Expenditures by Grant - Special and Fund
- Schedule of Revenues and Expenditures by Account - Permanent Fund

As part of our engagement, we will also provide the Library with various accounting services throughout the year. Specifically we will:

- Assist the Library in the closing of the books for the year ending June 30, 2025. This process will include all funds and year-end adjusting journal entries.
- Assist the Library in preparing for its annual external audit.
- Review the Library's books and records throughout the year to ensure that the books are maintained on a timely basis. The review will include comparison of actual results of operation to budget and the comparison of account balances to independent sources.
- Review the reconciliation of the Library's books and records to all bank accounts for proper account balances and identify reconciling items that may require adjustments to the books and records.
- Propose adjusting journal entries throughout the year as deemed appropriate.
- Provide monthly financial reports that are to be submitted to the Board of Trustees.
- Assist in the preparation of the annual budget.
- Assist in the projection of year end account balances.
- Prepare and file the annual financial report for the New York State Office of the State Comptroller.
- Review quarterly and annual payroll returns.
- Communicate and meet with the Director and Board regarding financial matters as required.

Our Responsibilities

The objective of our engagement is to prepare financial statements in accordance with accounting principles generally accepted in the United States of America based on information provided by you. We will conduct our engagement in accordance with Statements on Standards for Accounting and Review Services (SSARS) promulgated by the Accounting and Review Services Committee of the AICPA and comply with the AICPA's Code of Professional Conduct, including the ethical principles of integrity, objectivity, professional competence, and due care.

We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion or a conclusion or provide any assurance on the financial statements.

Our engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within the entity or noncompliance

with laws and regulations. However, we will inform the appropriate level of management of any material errors and any evidence of information that comes to our attention during the performance of our procedures that fraud may have occurred. In addition, we will inform you of any evidence or information that comes to our attention during the performance of our procedures regarding any wrongdoing within the entity or noncompliance with laws and regulations that may have occurred, unless they are clearly inconsequential.

Management Responsibilities

The engagement to be performed is conducted on the basis that management acknowledges and understands that our role is to prepare financial statements in accordance with accounting principles generally accepted in the United States of America. Management has the following overall responsibilities that are fundamental to our undertaking the engagement to prepare your financial statements in accordance with SSARS:

1. The design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the financial statements that are free from material misstatement, whether due to fraud or error.
2. The prevention and detection of fraud.
3. To ensure that the Library complies with the laws and regulations applicable to its activities.
4. The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement to prepare financial statements.
5. To provide us with:
 - a. Documentation, and other related information that is relevant to the preparation and presentation of the financial statements,
 - b. Additional information that may be requested for the purpose of the preparation of the financial statements, and
 - c. Unrestricted access to persons within the Library of whom we determine necessary to communicate.

As part of our engagement, we will issue a disclaimer that will state that the financial statements were not subjected to an audit, review, or compilation engagement by us and, accordingly, we do not express an opinion, a conclusion, nor provide any assurance on them.

Other Relevant Information

We shall respond to the reasonable inquiries of the Library's auditors to review our working papers related to matters of continuing accounting significance.

The Library may terminate this agreement for any reason upon 14 days' notice to the firm. In the event of termination all fees for work performed will be due and payable by the Library.

Jennifer A. Ditta, CPA is the engagement partner and is responsible for supervising the engagement.

We estimate that our fees for these services to be performed for the year ending June 30, 2025, will be \$62,100, which will be billed at a rate of \$5,180 per month. The fee estimate is based on anticipated

Port Washington Public Library

For the Year Ending June 30, 2025

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cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur any additional costs.

In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

We may use the Library's name in a list of our clients for marketing purposes.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign and return the attached copy of this letter to indicate your acknowledgement of, and agreement with, the arrangements for our engagement to prepare the financial statements and to provide accounting services described herein, and our respective responsibilities.

Very truly yours,

Cullen & Danowski, LLP
For the Firm:



Jennifer A. Ditta, CPA
Partner

RESPONSE

This letter correctly sets forth the understanding of the Port Washington Public Library.

By: Board of Trustees

By: Library Management

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Gryphon Technologies, Inc.

2 Crestwood Rd

Port Washington, NY 11050

877-850-9285



5/22/2024

Port Washington Public Library: IT Management

Prepared for: Port Washington Public Library

Prepared by: John Whittemore

OVERVIEW

The Port Washington Public Library (PWPL) maintains a service agreement with Gryphon Technologies, Inc. (GTI) The arrangement has allowed PWPL to expand its technological offerings to the public and remain one of Nassau County's most innovative public libraries.

The services provided have seen PWPL increase its technological capabilities and offerings to the public. GTI has been actively identifying all areas where cost savings can be maximized through proper purchasing contracts, limited industry offers and expertise in free open-source software alternatives. Innovation and cost savings have been mutually attainable goals.

A major focus of the past year has been IT security at the library and cloud level. We continue to work with administration, staff and the board on industry standard security practices. This is an ever-changing process with moving pieces from across vendors. Equally important are the users and staff. Continued training help users with best security practices. Continuous policy work with senior staff ensures protection of both cloud resources and on-site IT.

Upgrades over the year have allowed the library to take advantage of highly sophisticated security and management tools from Microsoft's 365 Defender nonprofit initiative. This brings enterprise level security tools, monitoring and remediation at a fraction of the enterprise level costs.

This coming fiscal year holds some exciting new projects, behind the scenes and for the public. Following the upgrade of patron PCs across the library and in the lab, patrons access the newest experiences with AI built right into the OS, new 3d printing applications and large format printing. The refresh of the Tech Lab this year will provide an opportunity to deploy even more exciting options for patrons.

We will be upgrading the network infrastructure with cloud managed Meraki devices including core switches and a new firewall to enhance protection and provide even more resilience between across the library's internet connections.

In addition to the network infrastructure, we will be implementing a new phone system moving to a hybrid cloud model allowing for full integration with the Microsoft 365 platform. Staff will have a unified voice experience across IP phones, desktops, mobile devices, Microsoft Teams and web interfaces.

For the staff we will be migrating to Windows 11 as it is now full supported by our Sierra ILS. To accommodate the OS requirements, we will be deploying new PCs.

We also will begin internal testing of newly available AI tools from Microsoft, non-profit partners and other open-source AI large language models, to determine their best use for both internal productivity and future patron experiences. This is just the beginning of our journey with AI, the possibilities it makes possible as well as managing the pitfalls.

We continue to look at every tool which will allow the library to provide the services which the community is accustomed and more importantly expand into new areas of service which align with the community's needs.

SERVICES PROVIDED

List of services covered by the agreement:

- Operation and management of day-to-day tasks associated with the operational activity of the Library's IT/Computer infrastructure:
 - system management and administration.
 - operational management.
 - network management.
 - user account management.
 - general IT support.
 - AI planning and implementation
 - quality assurance.
 - project management.
 - security and auditing.
 - capacity planning.
 - reporting and documentation.
 - data backup, storage and disaster recovery.
 - cloud infrastructure management.
 - mobile device management.
 - remote access platforms.
 - cloud platform migration and training
- Resolution of any IT related problems at PWPL including management of third-party suppliers for the library.
- Maintenance tasks associated with the library IT infrastructure including planned changes to in house software solutions, hardware upgrades, software upgrades etc.
- Management and planning advice associated with the development of the Library's hardware and software IT systems and related IT operations.
- Staff training as required.
- Consulting services.
- Project management.

COST

The cost structure for this agreement is based on an agreed upon number of hours of service provided by the company during a set period. For this agreement the billing period is every four weeks.

For PWPL fiscal year 2024/2025

| Hours per 4 weeks | Cost per 4 weeks | Cost per annum |
|--------------------------|-------------------------|-----------------------|
| 80 | \$5172 | \$ 67,236 |

The hours are provided from the four-week billed pool of 80 hours, distributed as necessary across those four weeks. The four-week period allows for greater flexibility for both the client and provider if time requirements are higher in particular weeks. Additional hours are available at standard consulting rates of \$90 an hour.

- 1)** For each billed period there will be documentation of the general activities of the period and project development updates.
- 2)** Coverage is continuous for every week of the agreement.

John Whittemore

President
Gryphon Technologies, Inc
john.whittemore@gryphontech.net

May 28, 2024

Mr. Keith Klang, Director
Port Washington Public Library
One Library Drive
Port Washington, New York 11050

We are pleased to confirm our understanding of the services we are to provide Port Washington Public Library for the fiscal year ended June 30, 2024.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the aggregate discretely presented component unit, each major fund, and the aggregate remaining fund information, and the disclosures, which collectively comprise the basic financial statements of Port Washington Public Library as of and for the fiscal year ended June 30, 2024. Accounting standards generally accepted in the United States of America (GAAS) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Port Washington Public Library's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Port Washington Public Library's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Schedule of Revenues, Expenditures and changes in Fund Balance - Budget and Actual - General Fund.
- 3) Schedule of Library's Proportionate Share of the Net Pension Liability.
- 4) Schedule of Library Pension Contributions.
- 5) Schedule of Changes in the Library's Total OPEB Liability and Related Ratios.

Mr. Keith Klang, Director
Port Washington Public Library
May 28, 2024
Page 2 of 8

Audit Scope and Objectives (Continued)

We have also been engaged to report on supplementary information other than RSI that accompanies Port Washington Public Library's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements:

- 1) Schedule of Project Expenditures -
Capital Projects Fund.
- 2) Schedule of Revenues and Expenditures
by Grant - Special Aid Fund.
- 3) Schedule of Revenues and Expenditures
by Account - Permanent Fund.

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP; and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and will include tests of your accounting records and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit.

Mr. Keith Klang, Director
Port Washington Public Library
May 28, 2024
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**Auditor's Responsibilities for the Audit of the Financial Statements
(Continued)**

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

In connection with this engagement, we may communicate with you or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

**Auditor's Responsibilities for the Audit of the Financial Statements
(Continued)**

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement and they may bill you for responding to this inquiry.

Our audit of the financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

Professional standards requires the auditor on all audits to be aware of the following significant risks of material misstatement:

- Management override of controls
- Improper revenue recognition due to fraud

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Port Washington Public Library's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Mr. Keith Klang, Director
Port Washington Public Library
May 28, 2024
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Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with accounting principles generally accepted in the United States of America with the oversight of those charged with governance.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us; for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers); and for the evaluation of whether there are any conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for the 12 months after the financial statements date or shortly thereafter (for example, within an additional three months if currently known). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws and regulations.

Mr. Keith Klang, Director
Port Washington Public Library
May 28, 2024
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Responsibilities of Management for the Financial Statements (Continued)

You are responsible for the preparation of the supplementary information in conformity with accounting principles generally accepted in the United States of America (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

With regard to publishing the financial statements on your website, you understand that websites are a means of distributing information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information on the website with the original document.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing. Should it be necessary for our audit staff to prepare these items then we would bill for those services as set forth below.

William A. Barrett, CPA is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it. We expect to begin our audit as soon as your accountants complete their year-end work. We propose to perform these audit services and report on your financial statements for an audit fee of \$19,850.

The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Mr. Keith Klang, Director
Port Washington Public Library
May 28, 2024
Page 7 of 8

Engagement Administration, Fees, and Other (Continued)

We will render our invoices for services performed on a monthly basis. Should the Library require any additional services during the fiscal year ended June 30, 2024, we would propose to render such services on a time basis at our standard billable rates set forth as follows:

| | |
|----------------------|------------|
| Partner | \$225/Hour |
| Manager | \$195/Hour |
| Senior Accountant | \$175/Hour |
| Associate Accountant | \$150/Hour |
| Clerical | \$ 60/Hour |

If you request that we perform additional services not addressed in this engagement letter, we will communicate with you regarding the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

Our most recent peer review report accompanies this letter.

The audit documentation for this engagement is the property of Rynkar, Vail & Barrett, LLP and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a regulator or its designee. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Rynkar, Vail & Barrett, LLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to a regulator or its designee. The regulator or its designee may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

Reporting

We will issue a written report upon completion of our audit of Port Washington Public Library's financial statements. Our report will be addressed to management of Port Washington Public Library. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or withdraw from this engagement.

Mr. Keith Klang, Director
Port Washington Public Library
May 28, 2024
Page 8 of 8

Reporting (Continued)

If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.

Our audit engagement ends on delivery of our audit report. Any follow-up services that might be required will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

We appreciate the opportunity to be of service to Port Washington Public Library and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Very truly yours,


Rynkar, Vail & Barrett, LLP

RESPONSE:

This letter correctly sets forth the understanding of Port Washington Public Library.

Signature

Title

Date

Report on the Firm's System of Quality Control

To the Partners of
Rynkar, Vail & Barrett, LLP
and the Peer Review Committee of the
Pennsylvania Institute of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of Rynkar, Vail & Barrett, LLP (the firm) in effect for the year ended September 30, 2020. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included an engagement performed under Government Auditing Standards (including a compliance audit under the Single Audit Act).

As part of our peer review, we considered reviews by regulatory entities as communicated to the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Rynkar, Vail & Barrett, LLP in effect for the year ended September 30, 2020, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Rynkar, Vail & Barrett, LLP has received a peer review rating of *pass*.

Buffalo, New York
June 3, 2021

EFPR Group, CPAs, PLLC



PROFESSIONAL SERVICE AGREEMENT

This Agreement (the "AGREEMENT") is between the Port Washington Public Library, (hereinafter the "LIBRARY"), located at One Library Drive, Port Washington, New York, and Paul Thomaidis (the "CONTRACTOR"), residing at NY 11560.

1. Purpose and General Provisions

- (a) The LIBRARY, a public corporation organized under the Education Law of the State of New York, desires to retain CONTRACTOR to provide designated services as set forth below (hereinafter collectively referred to as "Services").
- (b) CONTRACTOR affirmatively states that he is specifically trained, experienced and/or competent to perform the services under this AGREEMENT and desires to provide Services to the DISTRICT under the terms and conditions of this Agreement.
- (c) CONTRACTOR affirmatively states that he has no relationship with the LIBRARY That would, directly or indirectly, impair or otherwise restrict his ability to provide Services under this Agreement.

2. Compliance with Law/Professional Standards and Other Obligations of the Parties

- (a) CONTRACTOR agrees that Services rendered under this Agreement will be in compliance with all applicable federal, state, and/or local laws, rules, and regulations, as well as all applicable civil rights laws.
- (b) CONTRACTOR agrees that he, and only he, will be providing the Services and that he has the training, skills, experience, knowledge, qualifications, and competency to perform the Services and, to the extent applicable, is duly licensed and/or certified and otherwise qualified under applicable federal laws, the laws of the State of New York, and any other applicable law, rule or regulation.
- (c) CONTRACTOR shall not be authorized to alter, modify, or change any of the terms, rates and/or conditions contained in any LIBRARY document, proposal or contract, nor shall he have authorization to change, alter or discharge participation in the LIBRARY'S benefit programs, and/or to incur any indebtedness on behalf of the LIBRARY.

- (d) CONTRACTOR shall not circumvent, or attempt to circumvent, the LIBRARY'S relationship with, other third-party administrators, underwriters, vendors, insurance carriers and like organizations, regardless of whether or not the LIBRARY has a written contract with such third-party administrators, underwriters, vendors and insurance carriers.
- (e) CONTRACTOR is not authorized to enter into contracts or agreements on behalf of the LIBRARY or to otherwise bind the LIBRARY in any manner or create any obligations of the LIBRARY to third parties.

3. Description of Services

CONTRACTOR will provide the following Services to the LIBRARY:

- a. Review and execution of warrant checks;
- b. Review of weekly bank deposits and bank statements;
- c. Review and approval of bank transfers.

4. Fees

- (a) For the services described in Section 3, the LIBRARY shall pay the CONTRACTOR at the rates listed below:

\$400 per month

- (b) The CONTRACTOR agrees to submit detailed invoices to the LIBRARY setting forth the dates and description of any SERVICES rendered hereunder. The CONTRACTOR acknowledges and agrees that, except for the compensation above, it will not be entitled to, and the LIBRARY shall not be obligated to pay, any monies or other compensation for the SERVICES provided under this AGREEMENT.

5. Independent Contractor Status

- (a) The relationship of CONTRACTOR to the LIBRARY is that of independent contractor. Any and all Services performed by the CONTRACTOR under this AGREEMENT shall be performed in such capacity. CONTRACTOR shall not hold himself out as, or claim to be, an officer or employee of the LIBRARY or make any claim, demand, or application to, or for, any right or privilege applicable to an officer or employee of the LIBRARY, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, social security coverage, disability benefits, or retirement membership or credit. CONTRACTOR

shall not have, or hold himself out as having, the authority or power to bind or create liability for the CONTRACTOR'S acts or omissions.

- (b) It is agreed by CONTRACTOR and the LIBRARY that neither federal, state or local income taxes nor payroll taxes of any kind, including, but not limited to F.I.C.A. or F.U.T.A., will be withheld or paid by the LIBRARY on behalf of the CONTRACTOR. All such payments are to be made by the CONTRACTOR in compliance with all federal, state, and local laws, rules or regulations. CONTRACTOR agrees to pay all applicable taxes, including income taxes, workers' compensation insurance, unemployment insurance payment, disability insurance payment, and/or any other payments that may be required under the laws, rules, or regulations of any government agency having jurisdiction over it or its relationship with the LIBRARY. CONTRACTOR further agrees to indemnify and hold the LIBRARY harmless against any claim, cost, penalty, damage, or expense (including reasonable attorneys' fees) related to either parties' nonpayment and/or underpayment of any such taxes or payments.
- (c) Subsection 5 (a) and (b) shall survive any expiration, termination, or non-renewal of this AGREEMENT.
- (d) The LIBRARY acknowledges that it shall have no ability to control the manner, means, details or methods by which the CONTRACTOR performs the Services under this Agreement, except as provided herein, and as required by federal, state, or local laws, rules, and regulations.
- (e) Nothing in this Agreement shall restrict CONTRACTOR from providing Services or otherwise engaging in business with any other person and/or entity. Furthermore, CONTRACTOR affirmatively states that he is in the business of providing Services and provides Services to other entities.
- (f) The CONTRACTOR shall supply all necessary equipment, materials and supplies necessary for the completion of the Services and shall not rely on the equipment, materials or supplies of the LIBRARY.
- (g) The CONTRACTOR will not be required to follow or establish a regular or daily work schedule, but shall devote the time, energy and skill necessary to perform the Services required under this AGREEMENT.
- (h) The CONTRACTOR shall have the right to perform services for others during the term of this AGREEMENT.

6. Insurance

CONTRACTOR shall procure sufficient insurance in the forms and at the policy limits set forth in the ADDENDUM to this AGREEMENT.

7. Defense and Indemnification

To the fullest extent permitted by law, CONTRACTOR shall defend with competent counsel, indemnify, and hold harmless the LIBRARY, its trustees, directors, officers, employees, representatives, and agents, with respect to all claims, liabilities, injuries, losses, expenses (including reasonable attorneys' fees and litigation costs), and/or damages incurred as a result of, arising from or in connection with CONTRACTOR'S performance and/or non-performance or the Services reasonably assumed under this Agreement. This subdivision shall survive any expiration, termination, or non-renewal of this Agreement.

8. Term and Termination

(a) This AGREEMENT shall become effective and be deemed to have been in effect as of its signing by both parties and ratification by the LIBRARY Board and shall remain in effect until June 30, 2025 unless terminated earlier.

(b) Either party may terminate this AGREEMENT under the following conditions:

- (i) By mutual written agreement of the parties at any time;
- (ii) Without cause and for any reason, upon thirty (30) days written notice to the other party; or
- (iii) For "cause" at any time immediately upon written notice to the other party. For purposes of this Agreement, "cause" shall be defined as a material breach of a substantive provision of this Agreement.

9. Notices

All notices and communications under this AGREEMENT shall be in writing and shall be given by personal delivery, overnight delivery service, or certified mail, return receipt requested. Overnight delivery and mailed notices and communications shall be sent to the other party at its respective address as set forth above, or at such other addresses as the parties may designate by notice from time to time.

10. Assignment

Due to the specialized Services being provided as set forth herein, this AGREEMENT and the respective duties and obligations hereunder may not be assigned, delegated, subcontracted, or transferred without the prior written consent of the other party.

11. Entire Agreement; Amendment

This AGREEMENT represents the entire understanding of the parties with respect to its subject matter, and it supersedes all prior agreements, understandings, or representations,

whether oral or written, by either party. This AGREEMENT may only be amended by a further written document signed by the parties and ratified by the LIBRARY Board.

12. Severability

Should any provision of this AGREEMENT be finally determined by any court of competent jurisdiction to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect the validity of the remaining provisions of this AGREEMENT, unless such invalidity or unenforceability would defeat an essential purpose of this AGREEMENT, in which case the AGREEMENT shall be terminated

13. Waiver

The failure of any party to insist on the strict performance of any provision of this AGREEMENT or to exercise any right under this AGREEMENT shall not constitute a waiver of such provisions or right. A waiver is effective only if in writing and signed and delivered by the waiving party.

14. Governing Law

This AGREEMENT shall be governed by, and construed in accordance with, the domestic laws of the State of New York, without regard to its choice of law principles. In the event of any controversy between the parties relating to this AGREEMENT, the controversy shall be resolved in a court of appropriate subject matter jurisdiction located in Nassau County, New York, unless the parties shall otherwise agree in writing. The parties consent to the personal jurisdiction of such court over them. If any legal action is commenced or necessary to enforce or interpret the terms of this AGREEMENT, the prevailing party shall be entitled to reasonable attorneys' fees, costs, and necessary disbursements in addition to any other relief to which that party may be entitled.

15. Construction

The language of all parts of this AGREEMENT shall be construed as a whole, accordingly to its fair meaning, and not strictly for or against either party, regardless of who drafted the following signatures establish the parties' assent to this Agreement as of the date set forth at the beginning.

Dated: _____ **PORT WASHINGTON PUBLIC LIBRARY**

By: _____
Keith Klang - Library Director

Dated: _____ By: _____
Paul Thomaidis

OFFICER'S OF THE BOARD SLATE — 2024-2025

| Name | City | ST | Zip | Position | Term Exp. |
|------------------|-----------------|----|-------|----------------------------|-----------|
| Patricia Bridges | Port Washington | NY | 11050 | | 6/30/2027 |
| Nancy Comer | Port Washington | NY | 11050 | Recording Secretary | 6/30/2026 |
| William Keller | Port Washington | NY | 11050 | President | 6/30/2026 |
| Michael Krevor | Port Washington | NY | 11050 | | 6/30/2028 |
| Adrienne Saur | Port Washington | NY | 11050 | Vice President | 6/30/2029 |
| Matthew Straus | Port Washington | NY | 11050 | | 6/30/2025 |
| Sima Vasa | Port Washington | NY | 11050 | | 6/30/2028 |



BANK DESIGNATION

Webster National Bank is the Library's depository for 2024 - 2025.



PETTY CASH

The amount of \$150 is to be kept as petty cash in the Finance Office.

LIBRARY OFFICER AND EMPLOYEE CODE OF ETHICS AND CONFLICT OF INTEREST POLICY

The Library Board of Trustees recognizes that sound, ethical standards of conduct serve to increase the effectiveness of the Library Board of Trustees, Library staff. Actions based on an ethical code of conduct promote public confidence and the attainment of Library goals. The Board also recognizes its obligation, under the provisions of the New York General Municipal Law, to adopt a code of ethics setting forth the standards of conduct required of all Library officers and employees.

The Library Board of Trustees is also committed to avoiding any situation in which the existence of simultaneous, conflicting interests of any Library officer, employee, or trustee may call into question the integrity of the management or operation of the Library. The Board affirms its commitment to adhere scrupulously to all applicable provisions of law regarding material conflicts of interest.

1. Gifts: No officer, employee, or trustee shall directly or indirectly solicit, accept, or receive any money or gift having a value of \$75 or more, whether in the form of cash, check, loan, credit, services, travel, entertainment, hospitality, thing or promise, or any other form, under circumstances in which it could reasonably be inferred that the money or gift was intended to influence him or her in the performance of his or her official duties or was intended as a reward for any official action on his or her part. However, the Board welcomes and encourages the writing of letters or notes expressing gratitude or appreciation to staff members.
2. Confidential Information: No officer, employee, or trustee shall disclose confidential information acquired by him or her in the course of his or her official duties or use such information to further his or her personal interest. In addition, he or she shall not disclose information regarding any matters discussed in an executive session of the Board of Trustees regardless of whether or not such information is deemed confidential.
3. Representation Before the Board: An officer, employee, or trustee shall not receive or enter into any agreement, express or implied, for compensation for services to be rendered in relation to any matter before the Library Board of Trustees.
4. Representation Before the Board for a Contingent Fee: An officer, employee, or trustee shall not receive or enter into any agreement, express or implied, for compensation for services to be rendered in relation to any matter before the Library Board, whereby the compensation is to be dependent or contingent upon any action by the Board with respect to such matter, provided that this paragraph shall not prohibit the fixing at any time of fees based upon the reasonable value of the services rendered.
5. Disclosure of Interest in Matters before the Board: A member of the Board of Trustees and any officer, employee, or trustee of the Library, whether paid or unpaid, who participates in the discussion or gives official opinion to the Board on any matter before the Board shall publicly disclose on the official record the nature and extent of any direct or indirect financial or other private interest he or she has in such matter. The term "interest" means a pecuniary or material benefit accruing to an officer, employee, or trustee.
6. Disclosure of Interests in Contracts: To the extent known, any officer, employee, or trustee of the Library who has, or will have, or subsequently acquires any interest in any contract with the Library shall publicly disclose the nature and extent of such interest in writing to the Library as well as to the Library Director as soon as he or she has knowledge of such actual or prospective interest.
7. Investments in Conflict with Official Duties: No officer, employee, or trustee of the Library shall invest or hold any investment directly or indirectly in any financial, business, commercial or other private transaction that creates a conflict with his or her official duties.

8. Certain Real Property Interests Prohibited: No officer, employee, or trustee of the Library who has an interest in any real property, either individually or as an officer, employee, or trustee of a corporation or partnership, shall participate in the acquisition or plan for acquisition of said property or any property adjacent to said property by the Library. The term “participate” shall include the promotion of the site as well as the negotiation of the terms of the acquisition.
9. Prohibited Conflicts of Interest: No Library officer, employee, or trustee shall have an interest in any contract between the Library and a corporation or partnership of which he or she is an officer, employee, or trustee when such Library officer, employee, or trustee has the power to negotiate, prepare, authorize or approve the contract or authorize or approve payment thereunder, audit bills or claims under the contract, or appoint an officer, employee, or trustee who has any of the powers or duties set forth above, and no chief fiscal officer, treasurer or his or her deputy or employee shall have an interest in a bank or trust company designated as a depository paying agent, registration agent or for investment of Library funds of which he or she is an officer, employee, or trustee. The provisions of this action shall in no event be construed to preclude the payment of lawful compensation and necessary expenses of any Library officer, employee, or trustee in one or more positions of public employment, the holding of which is not prohibited by law.
10. Certain Prohibited Actions: No person employed by the Library shall hire, supervise, evaluate, promote, review or discipline any other employee who is a member of the same family. In the event that marriage, promotion, or reorganization results in a situation not in compliance with this policy, reassignment or transfer will be effected in accordance with the applicable provisions of any collective bargaining agreement to correct the situation.
11. Private Employment: No officer, employee, or trustee of the Library shall engage in, solicit, negotiate for or promise to accept private employment or render services for private interests when such employment or service creates a conflict with or impairs the proper discharge of his or her official duties.
12. Future Employment: No officer, employee, or trustee of the Library shall, after the termination of service as a Trustee or employment with the Library, appear before the Board or any panel or committee of the Board, in relation to any case, proceeding, or application in which he or she personally participated during the period of his or her service or employment or that was under his or her active consideration. This shall not bar or prevent the timely filing by a present or former Library officer, employee, or trustee of any claim, account, demand or suit against the Library on his or her own behalf or on behalf of any member of his or her family arising out of any personal injury or property damage or for any lawful benefit authorized or permitted by law.
13. Use of Library Property: No Library officer, employee, or trustee shall use or permit the use of property, owned or leased to the Library, for anything other than official purposes or for activities not otherwise officially approved by the Library Board of Trustees.
14. Duty to Disqualify: It is incumbent upon any Library officer, employee, or trustee, whether paid or unpaid, to disqualify himself or herself immediately whenever the appearance of a conflict of interest exists.
15. Duty to Report Conflicts of Interest: In the event that any Library officer, employee, or trustee knows of or perceives a direct or indirect conflict of interest, he or she shall report it to the Library Board of Trustees. Any resolution of such conflict by the Board shall hold the Library’s interest paramount, as well as maintain the Board’s integrity in its governing role.
16. Duty to Report Violations of this Policy: Any Library officer, employee, or trustee or any member of the public noting or suspecting a violation of this policy is encouraged to report the matter, either in confidence or in public, to the Library Board of Trustees.

Distribution of the Library Officer and Employee Code of Ethics and Conflict of Interest Policy

The Library Board of Trustees shall cause a copy of this Code of Ethics and Conflict of Interest Policy to be distributed to every officer and employee of the Library. Each officer and employee elected or appointed thereafter shall be furnished a copy before entering upon the duties of his or her office or employment. In addition, the Board shall ensure that a copy of Article 18 of the General Municipal Law shall be kept posted in each public building under the Library's jurisdiction in a place conspicuous to the Library's officers and employees.

Penalties

In addition to any penalty contained in any other provision of law, a Library officer, employee, or trustee who shall knowingly and intentionally violate any of the provisions of this Code of Ethics and Conflict of Interest Policy may be subject to disciplinary action up to and including the imposition of fines, suspension, and dismissal, in the manner provided by applicable law.

Acknowledgement

The standard of behavior at the Port Washington Public Library is that all officers and employees, whether paid or unpaid, scrupulously avoid any conflict of interest between the interests of the Port Washington Public Library on the one hand, and their personal, professional, and business interests on the other. This includes avoiding actual conflicts of interest as well as potential and perceived conflicts of interest.

I understand that the purposes of this policy are to protect the integrity of the Port Washington Public Library decision-making process, to enable Library constituents to have confidence in the Library's integrity, and to protect the integrity and reputation of all Library officers and employees both paid and unpaid.

Upon or before election, hiring or appointment, I will make a full, written disclosure of any and all interests, relationships, and holdings that do create or could potentially create a conflict of interest. This written disclosure will be kept on file and I will update it as appropriate.

During the course of meetings or activities, I will disclose any interests in a transaction or decision where I (including my business and any other nonprofit affiliation), my family and/or my significant other, employer, or close associates will receive a benefit or gain. After disclosure, I understand that I will be asked to leave the room for the discussion and will not be permitted to vote on the question.

I understand that this policy is meant to be a supplement to good judgment, and I will respect its spirit as well as its wording.

Signature: _____

Print Name: _____

Date: July 10, 2024



RESOLUTION

July 10, 2024

The Board of the Port Washington Public Library resolves that it authorizes the payment in advance of audit of claims for public utility services, postage, freight, and express charges. The term public utility services shall mean electric, gas, water, sewer, and telephone services. All such claims shall be included in warrants presented to the Board for review.

William Keller, President

PORT WASHINGTON PUBLIC LIBRARY
2024 – 2025 HOLIDAY SCHEDULE

| HOLIDAY | DAY | DATE | SCHEDULE |
|--------------------------------------|------------------------------|---|----------------------------|
| INDEPENDENCE DAY | THURSDAY | JULY 4, 2024 | CLOSED |
| LABOR DAY WEEKEND | SATURDAY SUNDAY MONDAY | AUGUST 31, 2024 SEPTEMBER 1, 2024 SEPTEMBER 2, 2024 | CLOSED CLOSED CLOSED |
| COLUMBUS DAY | MONDAY | OCTOBER 14, 2024 | OPEN 1-5 PM |
| THANKSGIVING EVE THANKSGIVING DAY | WEDNESDAY THURSDAY | NOVEMBER 27, 2024 NOVEMBER 28, 2024 | OPEN 11-5 PM CLOSED |
| CHRISTMAS EVE CHRISTMAS DAY | TUESDAY WEDNESDAY | DECEMBER 24, 2024 DECEMBER 25, 2024 | CLOSED CLOSED |
| NEW YEAR'S EVE NEW YEAR'S DAY | TUESDAY WEDNESDAY | DECEMBER 31, 2024 JANUARY 1, 2025 | CLOSED CLOSED |
| MARTIN LUTHER KING, JR. DAY | MONDAY | JANUARY 20, 2025 | OPEN 1-5 PM |
| PRESIDENT'S DAY | MONDAY | FEBRUARY 17, 2025 | OPEN 1-5 PM |
| MEMORIAL DAY | SATURDAY SUNDAY MONDAY | MAY 24, 2025 MAY 25, 2025 MAY 26, 2025 | CLOSED CLOSED CLOSED |
| JUNETEENTH | THURSDAY | JUNE 19, 2025 | CLOSED |

For Christmas Eve and New Year's Eve a total of 2 compensatory days should be taken within a pay period before or after the holidays. Election Day – Nov 5th & Veterans' Day - Nov. 11th are Floating Days = F/T & less-than-full-time staff will receive a floating holiday. P/T & hourly employees scheduled on these days will be paid at a rate of time & three quarters for hours worked. Closed Easter Sunday April 20, 2025. (Summer Sundays begin July 7, 2024).

| PILOTS | | |
|------------------------------------|---------------|--------------|
| LIBRARY SHARE | | |
| Fiscal Years 21/22 - 22/23 - 23/24 | | |
| | | |
| | | |
| | | |
| 2021-2022 | 2022-2023 | 2023-2024 |
| \$ 123,666.82 | \$ 125,713.86 | \$119,404.71 |
| | | |
| | | |

| CHECK NUMBER | CHECK DATE | PAYEE | AMOUNT |
|--------------|------------|--------------------------------|-----------------|
| 701379 | 06/14/24 | Port Washington Public Library | \$***100,000.00 |

| PROJECT | CONTRACT/PO | VOUCHER | INVOICE | PAYMENT AMOUNT |
|------------|-------------|---------|-----------|----------------|
| 3262209999 | 221389 02 | 532201 | SAM REQ 1 | 100,000.00 |
| | | | | ----- |
| | | | | 100,000.00 |

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DASNY
 DORMITORY AUTHORITY STATE OF NEW YORK

CHECK NUMBER

701379

CHECK DATE

06/14/24

515 BROADWAY, ALBANY, NY 12207

VOID AFTER 180 DAYS

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210

PAY ONE HUNDRED THOUSAND AND 00/100 *****

AMOUNT

\$***100,000.00

TO THE
ORDER OF
 Port Washington Public Library
 One Library Drive
 Port Washington NY 11050

BANK of AMERICA



AUTHORIZED SIGNATURE

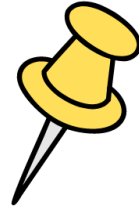


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Trustee Bulletin



June 2024

Virtual "Trustee Basics" Training - July 16 at 7PM

This event is perfect for trustees newly-seated in June or July!

Join NLS Director Caroline Ashby for a workshop on the fundamental duties and responsibilities of library trustees. Attendance at this event fully satisfies trustees' NYS requirement for 2 hours of continuing education this year.



Tuesday, July 16, 2024 from 7pm-9:00pm on Zoom. Note: This session will be recorded.

Register for 7/16 Virtual Trustee Basics

If you can't make it, this training will also be offered in person at the Nassau Library System on Saturday, November 2, 2024 from 10:00am-12:00pm. **REGISTER for 11/2/24**

Recap of 2024 NYS Legislative Session



*Adapted from a report written by Max Prime,
Director of Government Relations and Advocacy for
the New York Library Association (NYLA)*

On Saturday, June 8, the New York State Legislature adjourned its 2024 Legislative Session. Let's take a moment to review what New York's library community was able to accomplish in the last

5 and a half months.

Budget

After a statewide advocacy push, libraries won significant increases in State Aid for Libraries, State Aid for Library Construction, and a new allocation of \$3 million to continue the operation of the NOVELny program for FY 2025. While the fight continues to increase the per-pupil rate that determines school Library Materials Aid, libraries have established a new foothold in the state budget process and will seek to build off this year's success in the coming year. A breakdown of major library provisions in the FY 2025 budget can be found below:

Major Funding Categories:

State Aid for Libraries (Operating Aid)

- \$103.852 million, +\$4.252 million from FY 2024

State Aid for Library Construction

- \$44 million, +\$10 million from FY 2024

Library Materials Aid

- \$6.25/Pupil, Flat to FY 2024

NOVELny

- \$3M, New allocation for FY 2025

Additional Programs & Spending:

Schomburg Center for Research in Black Culture

- \$500,000, +\$125,000 from FY 2024

Langston Hughes Community Library & Cultural Center of Queens Library

- \$167,500, +\$55,000 from FY 2024

Love Your Library Fund

- \$100,000, Disbursement from existing account

Dolly Parton's Imagination Library

- \$500,000, New allocation for FY 2025. According to the bill text: "Grants shall be available on competitive basis based on need and children served. Grants shall be awarded in amounts not to exceed \$50,000 to provide up to fifty percent of an eligible entity's required matching funds to participate in the Dolly Parton Imagination Library Program. Funding shall be available to libraries, library systems, non-profits, school districts, and boards of cooperative educational services to participate in the Dolly

Parton Imagination Library Program.” (Information on accessing this grant program is forthcoming from the State Library.)

Legislation

Adjustments to Open Meetings Law:

- As outlined in Part KK of this year’s TEDE Article VII legislation (Chapter 58 of the Laws of 2024), the expiration of the current videoconferencing provisions of the Open Meetings Law has been extended from July 1, 2024, to July 1, 2026.

Tier 6:

- As outlined in Part QQ of this year’s ELFA Article VII Legislation (Chapter 56 of the Laws of 2024), Tier 6 has been adjusted by lowering the Final Average Salary calculation from 5 to 3 years for Tier 6 members.

In 2024, NYLA pushed a legislative agenda representing interests as diverse as the public, school, academic, and special libraries, systems, and librarians that comprise our membership.

After laying the groundwork for success in 2023, this year NYLA successfully advanced through the legislature a broad update of the State Aid for Library Construction program. Sponsored by our Senate and Assembly Library Committee Chairs, Senator Iwen Chu and Assemblyman Angelo Santabarbara, this legislation now heads to the desk of Governor Kathy Hochul. If signed, it will enact the following changes:

- Remove the 50% cap on system allocation of construction aid funds to projects eligible for matches above 50%
- Remove the distinction between libraries located in “economically disadvantaged” and “economically distressed” areas, consolidating both under the “economically disadvantaged” designation
- Provide state aid for up to 90% of total project approved costs for library buildings located in the new consolidated “economically disadvantaged” community category

- Increase the threshold requiring additional documentation to demonstrate eligibility for a reduced match from projects that request above 50% state aid to those that request above 75% state aid
- Allow coordinated projects to be eligible for reduced match
- Make certain provisions permanent to avoid the need for periodic reauthorization and consolidate chapters of laws to address current issues with the clarity of the law as currently written

The legislature also passed three bills making individual libraries eligible for DASNY support, including the Mattituck-Laurel Library, Parma Public Library, and the Ogden Farmers' Library, as well as two pieces of legislation with potential impacts on civil service, the first of which would "provide that the state civil service department shall review and update the questions contained within examinations, as deemed appropriate by the department, no less than every five years," and the second of which would "provide for crediting of time spent as a provisional appointee for promotional examinations and eligibility for appointment from the resulting eligible lists." All of the above bills will go to Governor Hochul for review before the end of 2024.

Unfortunately, after initial momentum, high-profile priorities like the Freedom to Read in public and school libraries and eBook licensing regulation hit late-in-session obstacles that prevented passage this year. Nevertheless, we have spent the last year building partnerships and coalitions of support around these and other NYLA priorities that will set us up for new success in the 2025 session.

Today NYLA's legislative committee will meet to review the past year and begin discussions about budget and legislative priorities for the coming year. If you have any thoughts, requests, or questions about next year or the session that has just concluded, please do not hesitate to contact me don't hesitate to contact me at advocate@nyla.org.

From the bottom of my heart, I thank all of you for your advocacy efforts session. Successful advocacy takes a large-scale cooperative effort of entities scattered in all corners of our state, and I truly appreciate all of the work each of you has put in to secure our gains this year. Without you, we could not have accomplished what we did. Thank you and I look forward to working with you this summer and fall as we prepare for 2025!

Recap of 2024 NYS Legislative Session

Trustee Handbook Book Club

This popular virtual event series is presented by the co-authors of the *Handbook for Library Trustees in NYS*, Rebekkah Smith Aldrich and Jerry Nichols.



- Governance Structure: The Role of Board Officers and Board Committees | Tuesday, October 15, 5:00-6:30pm [REGISTER](#)

Other Opportunities

- Bring NLS trainers to your library, with "Trustee Basics" or "Intellectual Freedom & Public Libraries" at your convenience. Individual library boards may request onsite training at their library with either of these presentations. NLS will accommodate as many of these requests as possible during the year. Send requests to Gina Staffa, gstaffa@nassaulibrary.org.
- **SAVE THE DATE!** NLS Annual Meeting, Wednesday, December 4, 2024 | 7-9pm (in person at the Nassau Library System, 900 Jerusalem Avenue, Uniondale, NY 11553). Attendees will receive 30 minutes of trustee education credit for a presentation by a featured speaker, TBA.

Recorded Training

If none of these dates are going to work for you, there is plenty of recorded training you can view anytime. For any recorded training, you should complete a [Trustee Training Self-Assertion form such as this one](#) as a record of completion for the library and yourself.

- NLS has recordings of past workshops which you can access on our Trustee Info website: <https://www.nassaulibrary.org/trusteeinfo/trustee-info/>. We will continue to add to this page as new sessions conclude.
- The Trustee Handbook Book Club series is highly recommended! Visit <https://midhudson.org/trusteebookclub> to find recorded workshops on a wide range of topics.

Get the Latest News from NLS



Earlier this year we launched a trustee edition of our bi-weekly "What's New at NLS" email newsletter, featuring news and highlights from the Nassau Library System and member libraries. You can unsubscribe at any time. [View a sample here.](#)

[Sign up for the newsletter!](#)

Connect With Us





REVIEW OF INTERNAL CONTROLS

Invoices:

1. Invoices routed to the departments that placed the orders and are approved.
2. Coded by Finance Office
3. Approved by the Director
4. Approved by the Board President or his/her/their designee and another alternating Board member
5. Warrant approved by the full Board

Checks:

1. Prepared by the Finance Office
2. Signed by the Treasurer - except for the Treasurer's check which is approved by a Board member.
3. Mailed by the Administrative Assistant after the warrant is approved by the Board

Accounting Firm:

1. Reviews bank reconciliations
2. Closes financial transactions for the month
3. Produces General Ledger
4. Prepares monthly financial statements for the Director and the Library Board

Payroll:

1. Supervisor's review and approve timecards
2. Finalized payroll is then reviewed by the Director
3. Payroll is submitted by the Finance Office
4. Director reviews final certified payroll once it becomes available

Cash receipts:

1. Cash is collected and counted by two separate collection management staff
2. The Finance Office counts cash and makes bank deposits
3. The Treasurer reviews all cash bank deposits

Credit Card:

1. For Use by the Library Director or their designee only.
2. No credit card charges will be paid unless an itemized approved voucher is submitted for payment.
3. A credit card statement will be included as part of the monthly warrant reports that the Board receives.
4. Monthly credit card limit is not to exceed \$15,000,



BOARD OF TRUSTEES MEETING

SCHEDULE JULY 2024– JUNE 2025

| DATE | MEETING |
|--------------|--|
| July 10 | Organizational |
| August 21 | No Meeting |
| September 18 | Regular Meeting |
| October 16 | Regular Meeting |
| November 20 | Regular Meeting |
| December 18 | Regular Meeting |
| January 15 | Regular Meeting |
| February 12 | Budget Hearing/Board Meeting |
| March 19 | Budget Hearing/Board Meeting |
| March 26 | Budget Information Session/Meet the Candidate(s) |
| April 8 | Budget Vote/Trustee Election |
| April 16 | Regular Meeting |
| May 21 | Regular Meeting |
| June 18 | Regular Meeting |

Notes: Public Session of Meetings begins at 7:30 pm in a location to be determined.

| | | | |
|------------|-----------------|---|-------------------|
| FYI | Rosh Hashanah | — | October 3, 2024 |
| | Yom Kippur | — | October 12, 2024 |
| | President's Day | — | February 17, 2025 |
| | Passover | — | April 13, 2025 |
| | Easter Sunday | — | April 20, 20245 |



WARRANT SIGNING SCHEDULE

2024- 2025

| | |
|--------------------------------------|---|
| July 2024 | Sima Vasa Bill Keller |
| August 2024 | Nancy Comer Bill Keller |
| September 2024 | Adrienne Saur Bill Keller |
| October 2024 | Patricia Bridges Bill Keller |
| November 2023 | Michael Krevor Bill Keller |
| December 2024 | Matthew Straus Bill Keller |
| January 2025 | Sima Vasa Bill Keller |
| February 2025 | Adrienne Saur Bill Keller |

(over)

March 2025.....
.....

Nancy Comer
Bill Keller

April 2025.....
.....

Patricia Bridges
Bill Keller

May 2025.....
.....

Michael Krevor
Bill Keller

June 2025
.....

Matthew Straus
Bill Keller



COMMITTEE APPOINTMENTS FOR 2024/2025

| | |
|---------------------|--|
| Policy | Bill Keller, Michael Krevor, Matthew Straus |
| Budget | Bill Keller, Patricia Bridges, Michael Krevor, |
| Marketing/P.R. | Bill Keller, Nancy Comer, Sima Vasa |
| Facilities Planning | Bill Keller, Nancy Comer, Matthew Straus |
| Technology | Bill Keller, Sima Vasa, Adrienne Saur |
| Community Outreach | Bill Keller, Patricia Bridges, Adrienne Saur |

DRAFT PWPL 2024-2025 Facility and Technology Goals

June 2024

- Complete The Lab redesign.
- Complete Reading Room upgrades, including new shelving for magazines and book display units.
- Properly abandon the oil tank below the parking lot in compliance with Nassau County's Department of Health.
- Prioritize and begin executing on projects listed in the new building assessment survey.
- Replace all network switches with faster models, as current switches are reaching end of support and have bandwidth limitations.
- Replace phone system server, as current system is reaching end of support.
- Continue to train personnel on cybersecurity and review the internal response plan in the event of a cyberattack.
- Review the Library's IT/General Technology plan and update accordingly.

AAC Meeting Minutes

June 12, 2024

In attendance: Betty Gimbel, Christie Devereaux, Barbara E. Fishman, Jocelyn Worrall, Shellie Schneider, Craig Werle, Carol Krieger, Ellen Hallie Schiff, Jose Seligson

Absent: Pam Record, Toby Ozure, Raisy Derzie, Lynda Schwartz, Linda Sandman, Patti Paris, Shelley Holtzman

- The meeting started at 5:05 PM, and the minutes were approved by Carol and Jose.
- The June 1st Jim Graf reception and talk went well. There were about 60 attendees. Thank you to Betty, Carol, Jocelyn, and Christie for helping out with the reception.
- The Board will vote and approve Dave Bett as a new AAC Member at the next Board Meeting. They did not vote in May because they never received the April AAC minutes requesting that he be voted in as a member of the AAC.
- Craig and Ellen updated the members on the studio visit to Jonathan Butterick. His paintings are done on heavy watercolor paper in acrylics. Both Craig, Shelley, and Ellen agreed that he should have a show. Since he does not frame his work, Elen explained that he will use magnets and a metal strip to hang paintings. The date for his exhibit will be in 2026 for September – October. Christie will send the acceptance letter and documents to Jonathan.
- Betty went over the responsibilities of the chair people and clarified that these are the responsibilities for members who chair a show. Normally there three people.
 1. Set up a date for the studio visit.
 2. Discuss the Artist Guidelines and go over the checklist with the artist
 3. Mention suggested 20% donations from sales
 4. Make certain that there is a record of sales to be recorded on sales slip and put red dots on sold works
 5. Discuss Reception/Talk date. Contact Jeff Zeh first (Adult Program Coordinator) extension 1303, zehj@pwpl.org.
- The AAC Annual Members Exhibition will go up on Wednesday, July 3. Work should be delivered between 10 and 12. Craig wanted to know if there are pedestals for his sculptures and how many can he bring for the show. It was decided that he can bring two or three of the non-objective sculptures. It was agreed to have a similar card design like the one from last year. Christie will send out a notice to the members about the show with all the documents attached. Shellie will let Marion Mc Manus know about the show. Betty reported that she saw RJohn He will bring a piece for the AAC Annual before he leaves for France. In addition, she will call Linda Schwartz and Amanda.
- Christie will update the Gallery Schedule with Jonathan Butterick's information
- The AAC needs a volunteer for recording secretary.

The meeting ended at 6PM.

Respectfully submitted,

Christie Devereaux

The next AAC Meeting will be on July 10, 2024 at 5:00pm

CAC Notes June 6, 2024

In attendance: Michele Hyde, Susan Gill, Amy Christake

2023-24 School Year Programs:

December 26, 2023, Plaza Theatrical, Once Upon a Snowflake - 90

December 28, 2023, Magic AI - 134

Feb 20, 2024, ~~David Engel – Dr. Gravity~~ *He cancelled.* We showed Elemental

Feb 22, 2024, LI Science – Spin, Pop, Boom - 93

April 23, 2024, BenAnna Band - 107

April 25, 2024, Jester Jim - 111

2024-25 School Year Programs

Date TBD, Moon Festival

November 29, John Reid - Balloons and Magic

December 26, Charlini – Magic

February 18, National Circus Project

February 20, Joshy K Magic

April 15, Paper Heart Puppets – waiting for contract

April 17, Yoli or another dance instructor?

Brainstorming future workshops and tweens' night out programs:

Autism awareness month program – Sensory craft (April 10, 6 people), Luca (April 26, 25 people)

Coding – Schreiber H.S. students are currently running program on Scratch

Escape Room – Pirates this summer

Holi Festival of Colors – March 14 or 15, 2025 possibly in Blumenfeld Family Park

Intergenerational Trip – on hold for now

Drop-In ideas: Lego, magna-tiles, board games

Mahjong – Susie over the summer

Mr. Buckman – science workshops – Susan sent an email to Mr. Buckman to see if he is available for a workshop

Pickle Ball – Mondays this summer

Port Washington Continuing Ed teachers – meditation, nutrition, gardening, etc.

Rainy day activities in the Lapham room – compile a list and have materials ready for a rainy day

Science Museum of Long Island – animal classes

Sphero Bolt programs – **Wonderful program called Robotics Fun!** Held in Feb 2024

Sphero indi Robot Car – held May 16

STEAM events run by Alexa Saur – Susan will reach out to middle & high school Science Olympiad to see if they want to run these events when Alexa goes to college

Yoga – Ms. Idol for Saturday yoga classes in the Children's Garden. Samantha will reach out to Ashley Marcus

Zumba in the garden

School Year Program Ideas for 2024-25

Bubble Trouble

Chicago Boyz Acrobatic Team

Christopher Agostino – Story Faces – April 2025

Dance Arts

Dance Works

KerboomKidz

K-Pop dance routines

Story Pirates

Yoli – Susan will provide contact information – April 2025

VI. — BUILDINGS & GROUNDS POLICY

No petitions may be signed in the Library or outside the building on Library property other than petitions for Library purposes. In addition, the Library building, and grounds may not be used for a public forum except as provided in the Meeting Room policy.

(March 1989)

1.0 LIBRARY MEETING ROOMS

1.1 STATEMENT OF POLICY

The Library maintains meeting rooms to bring together the resources of the Library and the interests and activities of the community. The meeting room is used primarily for programs sponsored or co-sponsored by the Library. At times, when not needed for the Library's own programs, the meeting room will be made available for meetings and programs sponsored by others.

As an institution of education for democratic living, the Library should welcome the use of its meeting rooms for socially useful and cultural activities and discussion of current public questions. Such meeting places should be available on equal terms to all groups in the community regardless of the beliefs and affiliations of their members, provided that the meetings be open to the public. Library Bill of Rights

Permitting an organization or individual use of a meeting room does not imply the Library's endorsement of that organization or individual, its aims, policies or program presented. The Library assumes no obligation to present an alternative program at the behest of a member of the community.

Use of the meeting room is granted in accordance with the provisions of the Education Law of the State of New York and in accordance with this policy. Applications are required for meetings and programs. Priority will be given to individuals or organizations residing or located in the Port Washington School District.

Use of a meeting room may be denied where there is a likelihood of physical hazard to participants, audiences, or others including patrons and staff, or a misuse of premises or equipment. Past misuse of Library property is grounds for denial of applications for future use.

The Board of Trustees of the Library reserves the right to review all applications.

1.2 PROHIBITED USES

The meeting room may not be used:

VI. — BUILDINGS & GROUNDS POLICY

- a. for meetings at which an admission is charged;
- b. for meetings which are not open to the general public;
- c. for meetings sponsored by political organizations;
- d. by an individual or organization for personal profit, aggrandizement, or advertisement; or
- e. for any meeting which is commercial in purpose or at which goods or services are advertised or sold unless there is a valid Library purpose.

1.3 PROGRAM FUNDING

The Library Director is authorized to direct specific staff, members and advisory councils to plan and implement performances, exhibitions and programs for community, educational, cultural, and recreational purposes. The Library sponsors and funds such programs of its own devising.

The Library will not fund programs it does not originate. In some cases, the Library may choose to co-sponsor programs that it helps to plan with outside organizations. Organizations outside the Library, which meet the criteria outlined in this policy, may also use Library facilities to present programs. The outside organizations must sponsor, provide any needed funding, and oversee the presentation of their programs. The Library may assist those organizations by providing fee-based technical assistance, when needed, and custodial support.

1.4 CONDITIONS FOR ROOM USE

- a. Application forms for use of the meeting room must be filled out completely, signed by the applicant and submitted to the Library administrator at least two weeks in advance of the requested date. Cancellations less than two (2) business days prior to the requested date may incur associated fees. **(Approved 2-12-2020)**
- b. The applicant must agree to include in all information provided to the public by news releases, posters, written programs, etc., a statement as follows: "The Port Washington Public Library provides an opportunity for individuals or groups to use its meeting room for public meetings. This does not imply any endorsement on the part of the Library of the programs so presented."
- c. The applicant must leave the meeting rooms, and kitchen, if used, in the same condition in which they were found.
- d. The applicant must assume full financial responsibility for any misuse of the premises and equipment.

VI. — BUILDINGS & GROUNDS POLICY

- e. Applications for meetings by young people, through eighteen (18) years of age, must be sponsored and signed by an adult who will assume responsibility. At least one adult must be in attendance when the meeting room is being used by such groups.
- f. Smoking/vaping of any kind is prohibited anywhere on Library property, including, but not limited to, the area of Library property between the front door of the Library and the public sidewalks and roadway.
- g. Refreshments may be served at program meetings at the discretion of the Library Administrator and kitchen facilities are available for this purpose. Alcoholic beverages are prohibited.
- h. No food or other merchandise may be sold by outside groups.
- i. A Library technician for the projection, sound and special lighting equipment is required when any of this equipment is used in conjunction with a program. Equipment must be operated by Library personnel. (Fees are listed on meeting room application.)
- j. Local fire regulations limit occupancy of the Thomas Lapham meeting room to one hundred fifty-four (154) and occupancy of the Hagedorn room to forty-five (45). It is the responsibility of the applicant to ensure strict enforcement of this regulation.
- k. After Library closing hours, meeting groups are restricted to the general area of the meeting room on the lower level of the Library and the upper entrance lobby.
- l. The Library's video-teleconferencing accounts (i.e. Zoom) are to be used **only** for Library meetings, programs, and events. (Adopted February 16, 2022)

1.5 SCHEDULES

Meetings may be scheduled during hours when the Library is open to the public.

The Library Director may approve meetings that extend beyond the Library's closing time. Fees for after-hour use are listed on the "Application-for-Use-of Library Facilities".

If it is available, community groups may use a meeting room for up to ~~three-two~~ (32) months of periodic meetings. Continuation of regularly scheduled meetings will be granted at the discretion of the Library Director. Community groups may not reserve a meeting room prior to ~~three-two~~ (32) months before the date of the program.

VI. — BUILDINGS & GROUNDS POLICY

When the Library is closed, on special request a meeting room may be made available for use. Permission for such special use will be granted only on the condition that the Library receives full compensation for all costs incurred as the result of such use.

1.6 FEES

The "Application for Use of Library Facilities" contains a fee schedule.

(Adopted by the Board of Trustees on March 17, 1970. Amended July 19, 1973; April 30, 1979; November 17, 1980; November 20, 1985; June 16, 1993; September 20, 1995 and September 20, 2006.)

2.0 SMALL STUDY ROOMS

Use of study rooms in the Library for quiet individual work, group projects, small meetings, non-profit tutoring, or study sessions can be reserved online, by phone, or in person for periods of up to two hours. Reservations may be extended if availability allows. When requesting a study room, the applicant must be sixteen (16) years of age or older. Library study rooms are not available for commercial purposes including, but not limited to, private tutoring for a fee or other prohibited uses as stipulated in Meeting Room Policy 1.0 in the Policy Manual. **(Adopted by Board of Trustees on June 15, 2022)**

3.0 EXHIBITION POLICY

In accordance with long established policy, the Art Advisory Council is charged with the selection of art for exhibition in the Library's Art Gallery and with the responsibility for planning and implementing a schedule of exhibitions.

No material may be exhibited at the Library which is obscene within the meaning of Section 235.00 of the Penal Law of the State of New York, which states at 235.00, Sub-paragraph 1:

"Obscene." Any material or performance is "obscene" if (a) the average person, applying contemporary community standards, would find that considered as a whole, its predominant appeal is to the prurient interest in sex, and (b) it depicts or describes in a patently offensive manner, actual or simulated: sexual intercourse, sodomy, sexual bestiality, masturbation, sadism, masochism, excretion or lewd exhibition of the genitals, and considered as a whole, it lacks serious literary, artistic, political, and scientific value. Predominant appeal shall be judged with reference to ordinary adults unless it appears from the character of the material or the circumstances of its dissemination to be designed for children or other especially susceptible audience."

VI. — BUILDINGS & GROUNDS POLICY

Due to the length of time between the initial application and the show, the artist is required to submit, prior to the date of the show, slides of the exact work to be exhibited at the show.

Any question involving legal interpretation, will be decided by the Library Board of Trustees with advice of counsel.

4.0 USE OF BUILDING AND GROUNDS

4.1 PARKING

All of the parking spaces in the Library Parking Lot, except for handicapped spaces, which may be required by the staff, are designated by the Board of Trustees of the Library for the vehicles of Library patrons exclusively. (May 1990)

The Building and Grounds Section of the Policy Manual was reviewed and adopted at the March 20, 2002 Board of Trustees meeting.

4.2 SMOKING/VAPING ON LIBRARY PROPERTY

Smoking/vaping and other tobacco use of any kind is prohibited anywhere on Library property, including, but not limited to, the area of Library property between the front of the Library and the public sidewalk and roadway.

The No Smoking Policy of this section of the Use of Building and Grounds was reviewed and adopted at the January 20, 2010 Board of Trustees meeting. The No Vaping policy was adopted February 20, 2019.

Break Time for Nursing Employees and Lactation Accommodation Policy

In accordance with New York Labor Law Section 206-c, the Port Washington Public Library ("the Library") provides accommodations to employees who choose to express breast milk in the workplace. Employees who need to take time during the workday to express breast milk should notify their supervisor and the Personnel Office, preferably prior to their return to work following the birth of their child. The Library will work with the employee to provide a reasonable accommodation to express breast milk at work in accordance with applicable laws and regulations.

Reasonable Break Time

~~The Library will permit employees to take reasonable break time or allow an employee to use other break time or mealtime to express breast milk each time such employee has reasonable need to express breast milk for up to three (3) years following the birth of their child. The Library will not unreasonably limit the amount of time or the frequency that an employee needs for such breaks. The Library will provide thirty (30) minutes of paid break time for an employee to express breast milk. This paid time is in addition to any regularly scheduled break time or meal time. Employees may use their regularly scheduled break time or meal time for milk expression should they need additional time in excess of thirty (30) minutes. The Library will provide paid break time as often as an employee reasonably needs to express breast milk. The number of paid breaks an employee will need to express breast milk is unique to each employee and the Library will provide reasonable break times based on the individual. The Library will not unreasonably limit the amount of time or the frequency that an employee needs for such breaks. An employee may opt to take shorter paid breaks if they so choose. This paid time will be provided for up to three years following the birth of a child.~~

~~Typically, such breaks to express breast milk are about 20-30 minutes in duration, once every three hours. However, this may vary depending on the employee's individual needs and the location of the designated lactation room. Supervisors and the Personnel Office will work closely with an employee to communicate and confirm a break schedule that accommodates the employee's needs. At a minimum, employees will be provided with breaks of at least 20 minutes, every three hours. An employee may opt to take shorter or less frequent breaks.~~

~~Employees may be required to postpone their scheduled break time for no more than 30 minutes if they cannot be spared from their duties until appropriate coverage arrives.~~

Location to Express Breast Milk

The Library has designated the Administration Conference Room, or another location to be announced, to be made available for use by an employee who chooses to express breast milk in the workplace. The room, or other location, will be in close proximity to the work area, well lit, shielded from view, and free from intrusion from other individuals in the workplace or the public. The room or other location will not be a restroom or toilet stall.

The room designated shall include, at a minimum, a chair, a working surface, nearby access to clean running water, and an electrical outlet.

If the sole purpose or function of the designated room or other location is not dedicated for use by employees to express breast milk, the room or other location will be made available to an employee when needed and will not be used for any other purpose or function while in use by the employee to express breast milk. The Library will notify all other employees as soon as practicable when a room or other location is designated for use to express breast milk.

Employees may use the refrigerator located in a designated location to store breast milk. The Library is not responsible for ensuring the safekeeping of expressed breast milk stored in any workplace refrigerator. Employees are required to store all expressed breast milk in closed containers and bring milk home each evening.}

Accommodation Request Process

Prior to returning from parental leave, the Library will send a copy of this policy to the employee (either electronically, by mail to the employee's last known address, or both) and request information from the employee regarding the need for a reasonable accommodation to express breast milk at work. The Library will work with the employee to identify a schedule and location for when and where the employee can express breast milk during work in accordance with this policy.

Employees may also independently request a reasonable accommodation by contacting their supervisor and Personnel Office. Such request may be made orally or in writing. The employee should indicate the need for an accommodation to express breast milk in the workplace. The employee may complete the attached Lactation Accommodation request form and submit it to the Personnel Office.

The Library will respond to a request for a lactation accommodation in writing as quickly as possible but under no circumstances will this amount of time exceed five (5) business days.

The Library understands that an employee's needs with respect to expressing breast milk may change over time. Accordingly, an employee may request a change in any accommodation by contacting their supervisor and Head of Personnel to express the need for such change. The employee should identify what the proposed change is in the request to facilitate the interactive process.

Undue Hardship

If the Library believes that the lactation accommodation requested poses an undue hardship on the Library, the Library will discuss reasonable alternatives with the employee to accommodate the employee's needs and initiate the interactive process as quickly as possible. Under all circumstances, the Library will still provide a room or other location, other than a restroom or toilet stall, that is in close proximity to the work area where an employee can express breast milk in private. The space will meet as many of the

requirements and include as many of the amenities as possible. During the time that it takes to respond to a request and/or engage in the interactive process to determine an accommodation, the Library will provide a temporary accommodation to the employee so that the employee can pump in a manner that meets the employee's immediate needs unless doing so poses an undue hardship on the Library.

Retaliation Prohibited

Retaliation or discrimination on the basis of exercising the right to express breast milk at work is unlawful under federal and state law and will not be tolerated by the Library. The Library will not discharge, threaten, penalize, or in any other manner discriminate or retaliate against an employee for exercising their rights under this policy and applicable laws with respect to requesting or using reasonable accommodations related to expressing breast milk in the workplace. If an employee believes they have been subject to discrimination or retaliation in violation of this policy, they should promptly report it to Human Resources.

Questions

Any questions or concerns regarding this policy should be directed to the Library Director or the Head of Personnel.

Lactation Accommodation Request Form

This form is intended to be used by an employee requesting a reasonable accommodation to express breast milk in the workplace. Port Washington Public Library ("the Library") will provide employees with reasonable break time each time such employee needs to express breast milk during the workday. The purpose of this form is to gather information regarding the employee's anticipated needs of reasonable break time to express breast milk. The Library understands that an employee's needs in this regard may change over time and accordingly, an employee may submit a request for a different change depending on their needs at any time.

This form should be completed and submitted to the Head of Personnel, preferably prior to an employee's return to work from parental leave.

Employees will not be subject to discrimination or retaliation for requesting an accommodation in accordance with the Library's Break Time for Nursing Employees and Lactation Accommodation Policy.

TO BE COMPLETED BY REQUESTING EMPLOYEE

Name: _____

Date: _____

Position/Title: _____

Location: _____

Department: _____

Supervisor Name: _____

Anticipated Break Schedule:

Start Date: _____ **End Date:** _____ (if "unknown", state "unknown")

Other Information Relevant to Lactation Accommodation:

TO BE COMPLETED BY SUPERVISOR AND HUMAN RESOURCES

Reviewed by (Name/Title): _____

Reviewed by (Name/Title): _____

Date Received: _____

Date Response: _____

Approved as Requested: _____

Modified As Follows:

Explanation of Modified Accommodation:

Signature of Employee: _____

Signature of Human Resources: _____

Signature of Supervisor: _____