

**Rochester Hills Public Library**  
**500 Olde Towne Road, Rochester, MI**

**Mission:**

Rochester Hills Public Library empowers people to explore and create with resources that enlighten, educate, entertain, and inform.

**February 13, 2023 – 7pm**

**Agenda**

- I. Call to order of the regular meeting
- II. Public Comments\*
- III. Minutes of regular meeting on January 9, 2023
- IV. Treasurer’s Report for January 2023
- V. Monthly bills for January 2023 in the amount of \$408,886.53
- VI. Communications
  - a. Customer Comments
  - b. Email communication to H.Dzurko regarding an author’s published works
  - c. Letter to community member regarding in-kind donation
  - d. CFGR - RHPL Endowed Fund Statement
  - e. CFGR - RHPL Endowed Funds Analysis
  - f. 2022 Annual Report
  - g. 2023 Strategic Plan (web version)
  - h. News & Views Library Newsletter – Spring 2023 edition
  - i. Press Coverage
- VII. Reports
  - a. Library Director
  - b. Statistical Report (new format)
- VIII. Committee Updates
  - a. Committee Appointments
  - b. Centennial Committee (new)
  - c. Policy
    - i. Second reading of WORK-1 Employee Conduct (with edits)

\*Each individual shall state their name, municipality, and will be permitted 3 minutes of comment time.

- ii. Corresponding legal review regarding use of phrase “gender expression”, the ability of employers to limit weapons that employees can legally bring into the workplace, and the legal use of narcotics in the workplace.

IX. Other Business

- a. Oakland Talking Book Service interlocal agreement
- b. Suggestions for how to direct lease revenue from Royal Park as part of proposal to approve Royal Park lease of parking spaces

X. Board Comments

XI. Questions from the Liaisons

XII. Adjournment

\*Each individual shall state their name, municipality, and will be permitted 3 minutes of comment time.

# Minutes



ROCHESTER HILLS  
PUBLIC LIBRARY

**Rochester Hills Public Library  
Board of Trustees Meeting  
January 9, 2023**

- I. The Board of Trustees of the Rochester Hills Public Library held their annual meeting on Monday, January 9, 2023. The President called the meeting to order in boardroom at the library at 7:02 pm. The presiding officer was Madge Lawson.

A quorum of the board was present including Bob Bonam, Melinda Deel, Anne Kucher, Julianne Reyes, and Chuck Stouffer.

Guests included Library Director Juliane Morian, City of Rochester Liaison Alice Moo, and Oakland Township Library Board Liaison Michael Tyler.

- II. On a motion by Ms. Kucher, which Ms. Deel seconded, a slate of officers were presented for 2023:

- A. President: Madge Lawson
- B. Vice-President: Melinda Deel
- C. Treasurer: Robert Bonam
- D. Secretary: Anne Kucher
- E. Ms. Lawson asked if there were any nominations from the floor.
  - 1. Ms. Reyes offered an amendment to the motion and nominated Mr. Stouffer as president, Mr. Stouffer seconded it and discussion ensued.
    - a) Ms. Lawson called for a roll call vote to amend the original slate:
    - b) Bonam-Nay, Deel-Nay, Kucher-Nay, Lawson-Nay, Reyes-Yea, Stouffer-Yea. The motion to amend the slate failed to pass.
- F. Ms. Lawson called for a voice vote on the original motion. The officers were elected as presented on the original slate by majority vote.
- G. Ms. Reyes expressed a desire to change the bylaws per nominating slate.

- III. On a motion by Mr. Bonam, which Ms. Deel seconded, the board unanimously approved the proposed depositories. They are the same depositories as last year.

- IV. On a motion by Mr. Stouffer, which Ms. Kucher seconded, the board unanimously reaffirmed the library's Financial and Investment plan, reaffirmed the library's Financial Procedures, and reauthorized the Finance Committee to manage library investments.

- V. On a motion by Mr. Bonam, which Mr. Stouffer seconded, the board unanimously approved the vendor checks eligible for single signatures.

- VI. On a motion by Mr. Bonam, which Ms. Kucher seconded, the board discussed Bylaw changes:

- A. Change the wording in Article II-Officers, Section 5. Duties, subsection C. to read, "The Secretary shall be responsible for certifying a true and accurate record of all meetings of the Board, and shall perform such other duties as are generally associated with that office. The Board will designate a recording

secretary, such as the Library Director or other member present at the meeting, to keep a true and accurate account of the proceedings of the board meeting.”

B. Change wording in Article III-Meetings to reflect the following:

1. Section 2. Regular Meetings/Notices, Subsection B. to read, “Public comment is limited to three (3) minutes per person. Comments should be directed to the full Board, not a single individual or to public person(s) in attendance. Such person participating in public comment shall clearly state their name and municipality of residence. The meeting’s presiding officer, in concurrence with the Board, may extend public comments.”
2. Section 3. Special Meetings/Notice first sentence to read, “The President may call a special meeting with notification given to all Board members.”
3. Section 6. Quorum, remove the sentence that read, “Presence at a meeting can be in person or by conference telephone or any similar communications equipment through which all persons participating at the meeting can communicate with each other.”
4. Section 7. Voting, remove the sentence, “Presence at a meeting can be in person or by conference telephone or any similar communications equipment through which all persons participating in the meeting can communicate with each other.”
5. Section 7. Voting, add a final sentence that reads, “Unless a vote is unanimous, those who voted yes or no will be recorded.”

C. Change wording in Article VI Finance, Section 7. Budget to read, “The Library Director shall be responsible for the presentation to the Board no later than July of each year a preliminary budget...”

D. Ms. Lawson called for a voice vote and the motion to accept the Bylaw changes as amended was unanimously approved.

E. Ms. Reyes inquired about changing the nomination of officers. The consensus was that once language was developed, it would be appropriate for Mr. Reyes to present that to the Board in a future meeting as a motion to consider.

VII. On a motion by Mr. Stouffer, which Ms. Deel seconded, the board approved the 2023 Planning Calendar and board meeting dates.

VIII. On a motion by Mr. Stouffer, which Ms. Reyes seconded, the board approved adding the January 8, 2024 annual and regular meeting date to the approved calendar.

IX. The meeting adjourned at 8:10pm

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Anne Kucher, Secretary

**Rochester Hills Public Library  
Board of Trustees Meeting**

**January 9, 2023**

- I. The Board of Trustees of the Rochester Hills Public Library held a regular meeting on Monday, January 9, 2023. The President called the meeting to order at 8:10 pm in the boardroom of the library. The presiding officer was Madge Lawson.

A quorum of the board was present including Bob Bonam, Melinda Deel, Anne Kucher, Julianne Reyes, and Chuck Stouffer.

Guests included Library Director Juliane Morian, City of Rochester Liaison Alice Moo, and Oakland Township Library Board President, Michael Tyler.

No members of the public were present.

- II. Public comments - none

- III. Minutes

- A. On a motion by Ms. Kucher, which Ms. Deel, seconded, the board unanimously approved the minutes from December 12, 2022 with no changes.

- IV. Treasurer's Report was reviewed and filed.

- V. Monthly Bills

- A. On a motion by Mr. Stouffer, which Mr. Bonam seconded, the board unanimously approved the monthly bills for December 2022, which totaled \$457,446.62.

- VI. Communications

- A. The board reviewed and filed the communications.

- VII. Director's Report and Statistical Report

- A. The board reviewed and filed the director's report and statistical report.
- B. The board reviewed and filed the 2022 Year-End Strategic Plan Update with minor discussion. Mr. Stouffer asked that the Rochester Hills Museum be listed as a partnership under "Foster Community Collaboration."

- VIII. Committee Reports – Ms. Lawson requested that Mr. Tyler serve on the Finance Committee again, and Ms. Moo serve on the Policy Committee again and asked fellow board members to contact her with their preference for committee appointment before the next board meeting.

- IX. Other Business

- A. Ms. Morian shared a draft of a legal agreement that would allow RHPL to lease parking spaces to the Royal Park hotel for valet parking purposes. The Board reviewed and advised Ms. Morian to clarify the term and what kind of signage that could appear on library property.
  - B. Ms. Morian provided an update on the renewal process for the Oakland Talking Book Service. She indicated that she received confirmation that Oakland County would proceed with an interlocal agreement for a five-year term, and optional extensions for another three years. RHPL lowered the annual fee for operating the service by approximately 5%.
  - C. On a motion by Mr. Stouffer, which Mr. Bonam seconded, the board unanimously approved serving alcohol at the Friends of RHPL Wine, Wit, and Wisdom fundraiser on April 29, 2023.
- X. Board Comments
- A. Ms. Lawson posed some questions to Ms. Morian about the financial priorities for the library and questioned if the library needed to invest in a large community bookmobile again or wanted to prioritize other capital projects such as an interior renovation. Ms. Morian stated that waiting a few months to determine how the community response to the mini-bookmobile and what the auditors determine fund balance is, would be most prudent. Ms. Morian said she would set up tours of regional libraries to evaluate things like modern interior design of libraries and library lockers. Interest and evaluation of these things would influence priorities in the budget for 2024.
  - B. Ms. Deel asked about the afterhours event planned as part of Rochester's Fire and Ice weekend and if the teen Nerf at Night program would continue. Ms. Morian said that yes, both will take place concurrently inside the library.
  - C. Mr. Stouffer noted that he felt it was interesting that intellectual freedom topics were discussed at the recent training meeting attended by the library director, since his perception was that First Amendment rights were suppressed at a prior meeting, which he clarified to mean the Employee Use of Social Media Policy.
  - D. Mr. Bonam and Mr. Tyler each commented that Mr. Stouffer's opinions were his own personal opinions, but were not necessarily perceptions of the full board.

XI. Questions from the Liaisons - None

XII. The regular meeting adjourned at 9:30 pm.

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Anne Kucher, Secretary

# Treasurer's Report



ROCHESTER HILLS  
PUBLIC LIBRARY



**ROCHESTER HILLS PUBLIC LIBRARY**  
**Balance Sheet**  
**January 31, 2023**

**ASSETS**

**Current Assets**

Circ Registers/Coin	\$	2,020.00
<b>PNC</b>		
Operating - PNC		54,559.53
Payroll		250.00
<b>UBS</b>		
Operating - UBS		3,334,468.57
OTBS		0.00
Plant		112,491.82
Roof		429,847.70
Self-Insurance		7,544.86
Vanguard		15,806.74

Total Current Assets 3,956,989.22

**Other Current Assets**

Total Other Current Assets 0.00

**TOTAL ASSETS** **\$ 3,956,989.22**

**LIABILITIES AND FUND BALANCE**

**Current Liabilities**

Accounts Payable	\$	107,450.82
Staff Cash (pop cans)		122.10
Flexible Spending W/H Payable		1,143.50
Supplemental Ins W/H Payable		526.89

Total Current Liabilities 109,243.31

**Fund Balance**

Prior Years' Balance		1,892,983.46
Current Year Operations		1,954,762.45

Total Fund Balance 3,847,745.91

**TOTAL LIABILITIES & FUND BALANCE** **\$ 3,956,989.22**

**Rochester Hills Public Library**  
**Budget vs Actual**  
**For the Period January 1, 2023 through January 31, 2023**

	Current Month Actual	YTD Actual	YTD Budget	YTD Variance	Annual Budget
<b>Revenues</b>					
Rochester Hills	1,779,688	1,779,688	1,918,011	(138,323)	3,037,230
City of Rochester	268,842	268,842	264,969	3,873	537,680
Oakland Twp	229,446	229,446	235,728	(6,282)	966,100
State Aid	0	0	0	0	147,800
OTBS	0	0	0	0	150,000
Penal Fines	0	0	0	0	153,100
Fines and Fees	5,734	5,734	4,167	1,567	50,000
Interest	1,633	1,633	167	1,466	2,000
Gains/Losses	12,046	12,046	0	12,046	0
Designated Gifts	375	375	833	(458)	10,000
Undesignated Gifts	1,845	1,845	0	1,845	37,800
Undesignated Gifts-Friends	0	0	0	0	171,000
Grants	0	0	333	(333)	4,000
Miscellaneous Revenue	180	180	349	(169)	4,190
Transfer-ReservedOTBS	0	0	0	0	0
Transfer-ReservedPlant	0	0	0	0	0
<b>Total Revenues</b>	<b>2,299,789</b>	<b>2,299,789</b>	<b>2,424,557</b>	<b>(124,768)</b>	<b>5,270,900</b>
<b>Expenditures</b>					
Payroll	150,402	150,402	213,150	(62,748)	2,557,800
Employee Benefits	44,683	44,683	48,227	(3,544)	578,700
Books	13,298	13,298	30,000	(16,702)	360,000
Print Subscriptions	0	0	1,250	(1,250)	15,000
Electronic Materials	54,777	54,777	26,592	28,185	319,100
Innovative Items	726	726	2,167	(1,441)	26,000
Audiovisual	6,517	6,517	9,992	(3,475)	119,900
Bookmobile Operation	0	0	2,083	(2,083)	25,000
OTBS	551	551	542	9	6,500
Voice and Data Services	(203)	(203)	2,166	(2,369)	26,000
Utilities	14,969	14,969	13,667	1,302	164,000
Insurance	0	0	1,583	(1,583)	19,000
Professional/Contract Services	2,634	2,634	4,583	(1,949)	70,000
Supplies	1,004	1,004	2,375	(1,371)	28,500
Promotion and Printing	609	609	775	(166)	50,800
Mileage	31	31	417	(386)	5,000
Postage	5,244	5,244	1,750	3,494	21,000
Staff Development/Membership	508	508	2,959	(2,451)	35,500
Programs	5,407	5,407	4,417	990	53,000
Facilities Maintenance	11,194	11,194	19,249	(8,055)	231,000
IT Maintenance	12,120	12,120	7,916	4,204	95,000
Staff/Volunteer Recognition	57	57	292	(235)	8,500
Gift and Grant Expense	609	609	0	609	0
Tax Tribunal Refunds	0	0	42	(42)	500
Equipment/Fixed Assets	0	0	7,208	(7,208)	86,500
Furnishings	0	0	1,067	(1,067)	12,800
Bookmobile	19,425	19,425	15,000	4,425	180,000
Capital Improvements	465	465	6,317	(5,852)	75,800
Contingency	0	0	8,333	(8,333)	100,000
<b>Total Expenditures</b>	<b>345,027</b>	<b>345,027</b>	<b>434,119</b>	<b>(89,092)</b>	<b>5,270,900</b>
<b>Revenue Over Expenditures</b>	<b>1,954,762</b>	<b>1,954,762</b>	<b>1,990,438</b>	<b>(35,676)</b>	<b>0</b>

# Monthly Bills



ROCHESTER HILLS  
PUBLIC LIBRARY

Payment Information		
Payment Due Date	For online and phone payments, the deadline is 8pm ET.	
<b>Feb 11, 2023</b>		
New Balance	Minimum Payment Due	
<b>\$8,806.06</b>	<b>\$88.00</b>	
<p><b>LATE PAYMENT WARNING:</b> If we do not receive your minimum payment by your due date, you may have to pay a \$39.00 late fee and your APRs may be increased up to the Penalty APR of 33.65%.</p> <p><b>MINIMUM PAYMENT WARNING:</b> If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:</p>		
If you make no additional charges using this card and each month you pay...	You will pay off the balance shown on this statement in about...	And you will end up paying an estimated total of...
Minimum Payment	30 Years	\$27,347
\$351	3 Years	\$12,645
Estimated savings if balance is paid off in about 3 years: \$14,702		
If you would like information about credit counseling services, call 1-888-326-8055.		

Account Summary	
Previous Balance	\$8,663.46
Payments	- \$8,663.46
Other Credits	- \$207.16
Transactions	+ \$9,013.22
Cash Advances	+ \$0.00
Fees Charged	+ \$0.00
Interest Charged	+ \$0.00
<b>New Balance</b>	<b>= \$8,806.06</b>
Credit Limit	\$30,000.00
Available Credit (as of Jan 17, 2023)	\$21,193.94
Cash Advance Credit Limit	\$15,000.00
Available Credit for Cash Advances	\$15,000.00

Rewards Summary		Rewards as of: 01/16/2023	
<b>Rewards Balance</b>	<b>\$272.30</b>	Track and redeem your rewards with our mobile app or on <a href="http://capitalone.com">capitalone.com</a>	
<b>Previous Balance</b>	<b>Earned This Period</b>	<b>Redeemed this period</b>	
\$107.73	\$164.57	\$0.00	

**Account Notifications**

**i** Renewal Notice - This periodic statement provides important information about your rate(s) and how your interest charge is calculated.


Pay or manage your account at [capitalone.com](http://capitalone.com)

Customer Service: 1-800-867-0904

See reverse for Important Information



JULIANE MORIAN  
 ROCHESTER HILLS PUBLIC LIBRARY  
 500 OLDE TOWNE RD  
 ROCHESTER, MI 48307-2043



Save time, stay informed.  
 Discover new features with the Capital One Mobile app.

Scan this QR Code with your phone's camera to download the top-rated Capital One Mobile app.

Payment Due Date: **Feb 11, 2023**

Account ending in 9289

New Balance	Minimum Payment Due	Amount Enclosed
<b>\$8,806.06</b>	<b>\$88.00</b>	\$ _____

Capital One  
 P.O. Box 4069  
 Carol Stream IL 60197-4069

Please send us this portion of your statement and only one check (or one money order) payable to Capital One to ensure your payment is processed promptly. Allow at least seven business days for delivery.



1 4154177803049289 17 8806068663460088005

## Transactions

Visit [capitalone.com](https://capitalone.com) to see detailed transactions.

### JULIANE MORIAN #9289: Payments, Credits and Adjustments

Trans Date	Post Date	Description	Amount
Dec 22	Dec 26	OFFICEMAX/OFFICEDEPT#6877COLUMBUSOH	-\$59.99
Jan 3	Jan 3	CAPITAL ONE ONLINE PYMTAuthDate 03-Jan	-\$8,663.46

### JULIANE MORIAN #9289: Transactions

Trans Date	Post Date	Description	Amount
Dec 16	Dec 19	OFFICEMAX/OFFICEDEPT#6877800-463-3768OH	\$1,059.74
Dec 18	Dec 19	Amazon.com*8S1EA6B93Amzn.com/billWA	\$18.88
Dec 28	Dec 29	OAKLAND PRESS888-977-3677MI	\$12.00
Jan 2	Jan 3	IN *ROCHESTER ROTARY CLUB248-6019500MI	\$95.00
Jan 6	Jan 7	AMZN Mktp US*5C41J3JG3Amzn.com/billWA	\$28.49
Jan 8	Jan 9	AMZN Mktp US*8I53G8793Amzn.com/billWA	\$39.23
Jan 11	Jan 12	Amazon.com*DN74G8RD3Amzn.com/billWA	\$60.45
Jan 12	Jan 12	Amazon.com*5T4JZ13T3Amzn.com/billWA	\$29.99
Jan 12	Jan 13	ADOBE *CREATIVE CLOUD408-536-6000CA	\$359.88
Jan 13	Jan 14	PAYPAL *FRIENDSMICH402-935-7733CA	\$50.00
Jan 13	Jan 14	STAPLES DIRECT800-3333330MA	\$145.25
Jan 16	Jan 17	AMZN Mktp US*2H5K80033Amzn.com/billWA	\$12.90

**JULIANE MORIAN #9289: Total Transactions** **\$1,911.81**

### ELIZABETH RACZKOWSKI #9004: Payments, Credits and Adjustments

Trans Date	Post Date	Description	Amount
Jan 5	Jan 6	AMAZON.COM AMZN.COM/BILLAMZN.COM/BILLWA	-\$32.42
Jan 5	Jan 6	Amazon.comAmzn.com/billWA	-\$17.49
Jan 5	Jan 6	AMAZON.COM AMZN.COM/BILLAMZN.COM/BILLWA	-\$64.84
Jan 5	Jan 6	AMAZON.COM AMZN.COM/BILLAMZN.COM/BILLWA	-\$32.42

### ELIZABETH RACZKOWSKI #9004: Transactions

Trans Date	Post Date	Description	Amount
Jan 4	Jan 4	AMZN Mktp US*H382H1EIOAmzn.com/billWA	\$33.98
Jan 4	Jan 5	AMZN Mktp US*RK60K9503Amzn.com/billWA	\$77.80
Jan 4	Jan 5	Amazon.com*IB6VI42T3Amzn.com/billWA	\$34.98
Jan 4	Jan 5	AMZN Mktp US*5C33508R3Amzn.com/billWA	\$31.02
Jan 4	Jan 5	Amazon.com*A59514JD3Amzn.com/billWA	\$4.00
Jan 4	Jan 5	AMZN Mktp US*1N44C3VV3Amzn.com/billWA	\$109.93
Jan 5	Jan 5	AMZN Mktp US*H382O13N1Amzn.com/billWA	\$15.97
Jan 6	Jan 7	AMZN Mktp US*I18V67RC3Amzn.com/billWA	\$22.99

Additional Information on the next page

### Transactions (Continued)

Trans Date	Post Date	Description	Amount
Jan 6	Jan 7	AMAZON.COM*Z68948S03 AMZNAMZN.COM/BILLWA	\$6.47
Jan 8	Jan 9	AMZN Mktp US*F066A93P3Amzn.com/billWA	\$9.99
Jan 13	Jan 13	AMZN Mktp US*NN13V0FB3Amzn.com/billWA	\$49.79
Jan 14	Jan 16	Spotify USA877-7781161NY	\$15.99
<b>ELIZABETH RACZKOWSKI #9004: Total Transactions</b>			<b>\$412.91</b>

#### ALLISON SARTWELL #6129: Payments, Credits and Adjustments

Trans Date	Post Date	Description	Amount
<b>ALLISON SARTWELL #6129: Transactions</b>			
Jan 9	Jan 10	CITY OF ROCHESTER PARKINGROCHESTERMI	\$4.25
Jan 10	Jan 10	AMAZON.COM*8C1C79V83 AMZNAMZN.COM/BILLWA	\$50.00
Jan 10	Jan 11	LULZBOT970-377-1111ND	\$121.36
Jan 11	Jan 12	Amazon.com*FH4X55G73Amzn.com/billWA	\$156.94
Jan 12	Jan 13	AMZN Mktp US*9416Y81C3Amzn.com/billWA	\$16.99
Jan 12	Jan 13	AMZN Mktp US*TF4EQ6553Amzn.com/billWA	\$17.99
Jan 13	Jan 13	AMZN Mktp US*MQ82G5MF3Amzn.com/billWA	\$16.99
Jan 14	Jan 14	PRO WORLD856-406-1020NJ	\$303.04
<b>ALLISON SARTWELL #6129: Total Transactions</b>			<b>\$687.56</b>

#### MARY DAVIS #9241: Payments, Credits and Adjustments

Trans Date	Post Date	Description	Amount
<b>MARY DAVIS #9241: Transactions</b>			
Dec 20	Dec 21	KROGER #492ROCHESTERMI	\$42.98
<b>MARY DAVIS #9241: Total Transactions</b>			<b>\$42.98</b>

#### CAMILLE WESTMORE #4614: Payments, Credits and Adjustments

Trans Date	Post Date	Description	Amount
<b>CAMILLE WESTMORE #4614: Transactions</b>			

Additional Information on the next page

### Transactions (Continued)

#### STEVEN CLEMENT #7892: Payments, Credits and Adjustments

Trans Date	Post Date	Description	Amount
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#### STEVEN CLEMENT #7892: Transactions

Trans Date	Post Date	Description	Amount
Dec 24	Dec 26	Amazon.com*Y806X0LN3Amzn.com/billWA	\$45.25
Dec 28	Dec 29	AMZN Mktp US*4M6DA23I3Amzn.com/billWA	\$111.08
Jan 9	Jan 10	KROGER #492ROCHESTERMI	\$2.85
Jan 12	Jan 14	SUPERIOR LOCK & KEY LLCROCHESTER HLSMI	\$34.00

**STEVEN CLEMENT #7892: Total Transactions** **\$193.18**

#### DEREK BROWN #8061: Payments, Credits and Adjustments

Trans Date	Post Date	Description	Amount
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#### DEREK BROWN #8061: Transactions

Trans Date	Post Date	Description	Amount
Dec 18	Dec 19	SOCKETLABS484-418-1285PA	\$71.67
Dec 22	Dec 23	CALLFIRE213-2212237CA	\$18.00
Dec 26	Dec 27	SM.NORD* PASSCOMLONDON	\$23.88
Dec 26	Dec 28	SAGE SOFTWARE INC866-9967243CA	\$2,079.72
Dec 27	Dec 27	INNOVATIVE USERS GROUP513-652-78980H	\$110.00
Dec 27	Dec 28	AMZN Mktp US*M73BQ6FD3Amzn.com/billWA	\$37.28
Dec 28	Dec 29	DNH*GODADDY.COM480-5058855AZ	\$89.97
Jan 2	Jan 3	STAMPS.COM855-608-2677TX	\$17.99
Jan 2	Jan 3	AMZN Mktp US*6M32A9KP3Amzn.com/billWA	\$128.69
Jan 3	Jan 4	AMZN Mktp US*2050D19M3Amzn.com/billWA	\$50.99
Jan 3	Jan 4	AMZN Mktp US*8G40B32V3Amzn.com/billWA	\$31.94
Jan 3	Jan 4	SMK*SURVEYMONKEY.COM971-2311154CA	\$891.00
Jan 3	Jan 5	DELTA AIR 0062356738459DELTA.COMCA TK#: 0062356738459 PSGR: BROWN/DEREK VAU ORIG: DTW, DEST: DCA, S/O: O, CARRIER: DL, SVC: U ORIG: DCA, DEST: DTW, CARRIER: DL, SVC: L	\$120.00
Jan 4	Jan 5	STAMPS.COM855-608-2677TX	\$225.96
Jan 5	Jan 6	USPS STAMPS ENDICIA888-434-0055DC	\$300.00
Jan 10	Jan 11	AMZN Mktp US*IW70X52H3Amzn.com/billWA	\$16.97
Jan 11	Jan 12	ETB TECHNOLOGIES L-USDINTERNET	\$976.86

Additional Information on the next page

### Transactions (Continued)

Trans Date	Post Date	Description	Amount
Jan 12	Jan 13	ADOBE *CREATIVE CLOUD408-536-6000CA	\$359.88
Jan 12	Jan 13	AMZN Mktp US*Q78B84FH3Amzn.com/billWA	\$13.98
Jan 16	Jan 17	USPS STAMPS ENDICIA888-434-0055DC	\$200.00
<b>DEREK BROWN #8061: Total Transactions</b>			<b>\$5,764.78</b>
<b>Total Transactions for This Period</b>			<b>\$9,013.22</b>

### Fees

Trans Date	Post Date	Description	Amount
<b>Total Fees for This Period</b>			<b>\$0.00</b>

### Interest Charged

Interest Charge on Purchases	\$0.00
Interest Charge on Cash Advances	\$0.00
Interest Charge on Other Balances	\$0.00
<b>Total Interest for This Period</b>	<b>\$0.00</b>

### Totals Year-to-Date

<b>Total Fees charged</b>	<b>\$0.00</b>
<b>Total Interest charged</b>	<b>\$0.00</b>

### Interest Charge Calculation

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charged
Purchases	25.24% P	\$0.00	\$0.00
Cash Advances	27.24% P	\$0.00	\$0.00

**Variable APRs:** If you have a letter code displayed next to any of the above APRs, this means they are variable APRs. They may increase or decrease based on one of the following indices (reported in The Wall Street Journal) as described below.

Code next to your APR(s)	How do we calculate your APR(s)?	When your APR(s) will change
P	Prime Rate + margin	The first day of the Billing Cycles that end in Jan., April, July and Oct.
L	3 month LIBOR + margin	
D	Prime Rate + margin	The first day of each Billing Cycle
F	1 month LIBOR + margin	



**ROCHESTER HILLS PUBLIC LIBRARY**  
**Cash Disbursements Journal**  
**For the Period From Jan 1, 2023 to Jan 31, 2023**

Filter Criteria includes: Report order is by Check Number. Report is printed in Detail Format.

Date	Check #	Account ID	Account Descriptio	Line Description	Debit Amount	Credit Amount
1/16/23	49279	5301-10 5301-50 1121-00	Adult Books Materials Processing Operating - PNC	ACT #L424469 PROCESSING THE BAKER & TAYLOR COMPANY	2,887.13 226.24	3,113.37
1/16/23	49280	5301-20 5301-50 1121-00	Youth Books Materials Processing Operating - PNC	ACT #L554618 PROCESSING THE BAKER & TAYLOR COMPANY	398.19 18.63	416.82
1/16/23	49281	2110-00 1121-00	Accounts Payable Operating - PNC	PROCESSING MIDWEST TAPE	38.50	38.50
1/16/23	49282	2110-00 1121-00	Accounts Payable Operating - PNC	CUSTOMER #2000005836-DVD MIDWEST TAPE	52.38	52.38
1/16/23	49283	6401-00 1121-00	Service Contracts Operating - PNC	Invoice: 42010 AQUARIUM DESIGN & MAINTENANCE	320.00	320.00
1/16/23	49284	6200-20 1121-00	Youth Programs Operating - PNC	Invoice: 2023 AUTHORS IN APRIL, INC.	1,400.00	1,400.00
1/16/23	49285	5306-82 1121-00	Oakland Talking Boo Operating - PNC	Invoice: 624281523 CENTURY LINK	0.71	0.71
1/16/23	49286	2110-00 1121-00	Accounts Payable Operating - PNC	Invoice: 12512179 CERTASITE, LLC	1,646.48	1,646.48
1/16/23	49287	7001-01 7001-01 1121-00	Misc. Reimbursable Misc. Reimbursable Operating - PNC	Invoice: URBANSKI Invoice: HIELSCHER THE COMMUNITY FOUNDATION OF GREATER ROC	50.00 25.00	75.00
1/16/23	49288	6200-20 1121-00	Youth Programs Operating - PNC	Invoice: 230120 CAITLIN DRINKARD	200.00	200.00
1/16/23	49289	2110-00 1121-00	Accounts Payable Operating - PNC	Invoice: 10926074 ECOSHIELD PEST SOLUTIONS-DETRO IT	200.00	200.00
1/16/23	49290	2110-00 1121-00	Accounts Payable Operating - PNC	Invoice: 413691 FINDAWAY WORLD LLC	1,178.80	1,178.80

**ROCHESTER HILLS PUBLIC LIBRARY**  
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Date	Check #	Account ID	Account Descriptio	Line Description	Debit Amount	Credit Amount
1/16/23	49291	5301-30	Outreach Books	Invoice: 79841366	80.77	
		5301-30	Outreach Books	Invoice: 79841368	275.93	
		5301-30	Outreach Books	Invoice: 79843459	265.52	
		1121-00	Operating - PNC	GALE/CENGAGE LEARNING		622.22
1/16/23	49292	2110-00	Accounts Payable	Invoice: 58807384	311.22	
		1121-00	Operating - PNC	GREEN FOR LIFE ENVIRONMENTAL		311.22
1/16/23	49293	2110-00	Accounts Payable	Invoice: 122022	123.58	
		1121-00	Operating - PNC	HOME DEPOT CREDIT SERVICES		123.58
1/16/23	49294	5306-82	Oakland Talking Boo	Invoice: 1997	550.00	
		1121-00	Operating - PNC	JM DESIGN & PRINTING SERVICES LLC		550.00
1/16/23	49295	2110-00	Accounts Payable	Invoice: 329634-PPU	572.05	
		1121-00	Operating - PNC	KANOPY INC.		572.05
1/16/23	49296	8004-00	Bookmobile	Invoice: 8259	1,400.00	
		1121-00	Operating - PNC	DEPOSIT LAPORTE GRAPHICS LLC		1,400.00
1/16/23	49297	2110-00	Accounts Payable	Invoice: 33052567	172.86	
		1121-00	Operating - PNC	LINGO COMMUNICATIONS		172.86
1/16/23	49298	5302-13	Electronic Materials	Invoice: 2110-00	4,724.00	
		1121-00	Operating - PNC	TOG DEVELOPMENT LLC dba LOCALHOP		4,724.00
1/16/23	49299	2110-00	Accounts Payable	Invoice: 6912	1,468.20	
		1121-00	Operating - PNC	MCCLELLAND LANDSCAPE		1,468.20
1/16/23	49300	5302-13	Electronic Materials	Invoice: 361235	9,128.70	
		1121-00	Operating - PNC	MCLS		9,128.70
1/16/23	49301	5301-80	Interlibrary Loan (ILL)	Invoice: 23-0001	45.99	
		1121-00	Operating - PNC	MONROE COUNTY LIBRARY SYSTEM		45.99

**ROCHESTER HILLS PUBLIC LIBRARY**  
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Date	Check #	Account ID	Account Descriptio	Line Description	Debit Amount	Credit Amount
1/16/23	49302	6100-40 1121-00	Other - Staff Develop Operating - PNC	Invoice: 2127 MORNING MIST LLC	190.00	190.00
1/16/23	49303	2110-00 1121-00	Accounts Payable Operating - PNC	Invoice: 152084 NATIONAL TIME & SIGNAL CORP	1,608.25	1,608.25
1/16/23	49304	2110-00 1121-00	Accounts Payable Operating - PNC	Invoice: 721SA22462511 OVERDRIVE INC	1,686.42	1,686.42
1/16/23	49305	2110-00 1121-00	Accounts Payable Operating - PNC	Invoice: 010423 CITY OF ROCHESTER HILLS DPS	1,086.69	1,086.69
1/16/23	49306	6403-00 1121-00	Misc Repairs Operating - PNC	Invoice: 48104WD23 ROCHESTER PLUMBING & HEATING	524.00	524.00
1/16/23	49307	6200-20 1121-00	Youth Programs Operating - PNC	Invoice: 230120 NILE ROCKMORE	425.00	425.00
1/16/23	49308	2110-00 6401-00 6401-00 1121-00	Accounts Payable Service Contracts Service Contracts Operating - PNC	Invoice: 40993 Invoice: 41075 Invoice: 41075 SABER BUILDING SERVICES INC.	745.00 8,190.00 333.00	9,268.00
1/16/23	49309	6401-00 1121-00	Service Contracts Operating - PNC	Invoice: 3006999806 TK ELEVATOR	645.75	645.75
1/16/23	49310	5701-30 5701-30 1121-00	Collection Agency Collection Agency Operating - PNC	Invoice: 6108494 Invoice: 6108504 UNIQUE MANAGEMENT SERVICES INC	334.90 61.75	396.65
1/16/23	49311	2110-00 1121-00	Accounts Payable Operating - PNC	Invoice: 9924033237 VERIZON WIRELESS	292.31	292.31
1/16/23	49312	5302-13 1121-00	Electronic Materials Operating - PNC	Invoice: 26288 ZOOBEAN INC	2,395.00	2,395.00
1/31/23	49313	5301-10 5301-50	Adult Books Materials Processing	ACT #L410629 PROCESSING	695.88 38.71	

**ROCHESTER HILLS PUBLIC LIBRARY**  
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Date	Check #	Account ID	Account Descriptio	Line Description	Debit Amount	Credit Amount
		1121-00	Operating - PNC	THE BAKER & TAYLOR COMPANY		734.59
1/31/23	49314	5301-30 5301-50 1121-00	Outreach Books Materials Processing Operating - PNC	ACT #L395513 PROCESSING THE BAKER & TAYLOR COMPANY	1,445.22 68.51	1,513.73
1/31/23	49315	5301-20 5301-50 1121-00	Youth Books Materials Processing Operating - PNC	ACT #L554618 PROCESSING THE BAKER & TAYLOR COMPANY	3,343.45 143.43	3,486.88
1/31/23	49316	5306-10 5303-11 5303-10 5301-50 5306-10 5301-50 5306-10 5301-50 1121-00	Adult DVDs Adult Audio-Music Adult Audio-Books Materials Processing Adult DVDs Materials Processing Adult DVDs Materials Processing Operating - PNC	CUSTOMER #2000005835-DVD CUSTOMER #2000005835-MUSIC CUSTOMER #2000005835-AUDIO PROCESSING CUSTOMER #2000005843-DVD PROCESSING CUSTOMER #200014883-DVD PROCESSING MIDWEST TAPE	2,228.80 125.14 621.84 541.45 173.91 33.65 383.12 78.80	4,186.71
1/31/23	49317	5306-30 5303-30 5301-50 5306-30 1121-00	Outreach DVDs Outreach Audio & Vid Materials Processing Outreach DVDs Operating - PNC	CUSTOMER #2000005836-DVD CUSTOMER #2000005836-AUDIO PROCESSING CUSTOMER #2000005839-DVD MIDWEST TAPE	282.60 49.99 57.75 202.40	592.74
1/31/23	49318	5306-20 5303-20 5303-21 5301-50 1121-00	Youth DVDs/Videos Youth Audio Youth Music Materials Processing Operating - PNC	CUSTOMER #2000005837-DVD CUSTOMER #2000005837-AUDIO CUSTOMER #2000005837-MUSIC PROCESSING MIDWEST TAPE	276.55 127.96 93.66 130.50	628.67
1/31/23	49319	6506-00 6506-00	Software Support/Mai Software Support/Mai	Invoice: 55981 Invoice: 55983	1,648.74 6,402.56	

**ROCHESTER HILLS PUBLIC LIBRARY**  
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Date	Check #	Account ID	Account Descriptio	Line Description	Debit Amount	Credit Amount
		1121-00	Operating - PNC	AMERINET		8,051.30
1/31/23	49320	8002-00 1121-00	Capital Improvement Operating - PNC	Invoice: 141989 ANDERSON, ECKSTEIN & WESTRICK INC.	465.00	465.00
1/31/23	49321	5302-13 1121-00	Electronic Materials Operating - PNC	Invoice: NS23010344 THE BAKER & TAYLOR COMPANY	950.00	950.00
1/31/23	49322	6200-40 1121-00	Other Programs Operating - PNC	Invoice: 230219 MATTHEW BALL	325.00	325.00
1/31/23	49323	2110-00 1121-00	Accounts Payable Operating - PNC	Invoice: 4141356681 CINTAS CORPORATION #354	164.80	164.80
1/31/23	49324	5502-00 1121-00	Gas Operating - PNC	Invoice: 011823 CONSUMERS ENERGY	4,762.26	4,762.26
1/31/23	49325	5202-40  1121-00	Other Dental  Operating - PNC	Invoice: RIS0004673205 DELTA DENTAL PLAN OF MICHIGAN	1,492.42	1,492.42
1/31/23	49326	5301-50 1121-00	Materials Processing Operating - PNC	Invoice: 7242071 DEMCO INC	116.85	116.85
1/31/23	49327	5503-00 1121-00	Electric Operating - PNC	Invoice: 012023 DTE ENERGY	10,206.88	10,206.88
1/31/23	49328	2110-00 1121-00	Accounts Payable Operating - PNC	Invoice: 3499925 DYKEMA	6,578.00	6,578.00
1/31/23	49329	5302-13 5302-13 5302-13 5302-13 5302-13 5302-13 5302-13 5302-13 1121-00	Electronic Materials Electronic Materials Electronic Materials Electronic Materials Electronic Materials Electronic Materials Electronic Materials Electronic Materials Operating - PNC	Invoice: 2023-035 Invoice: 2023-035 Invoice: 2023-035 Invoice: 2023-035 Invoice: 2023-035 Invoice: 2023-035 Invoice: 2023-035 Invoice: 2023-035 FARMINGTON COMMUNITY LIBRARY	510.60 3,676.71 406.69 780.92 2,468.54 9,093.69 2,006.22 3,958.94	22,902.31

**ROCHESTER HILLS PUBLIC LIBRARY**  
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Date	Check #	Account ID	Account Descriptio	Line Description	Debit Amount	Credit Amount
1/31/23	49330	5303-30 1121-00	Outreach Audio & Vid Operating - PNC	Invoice: 418637 FINDAWAY WORLD LLC	1,949.87	1,949.87
1/31/23	49331	2110-00 1121-00	Accounts Payable Operating - PNC	Invoice: 2269 FIRE DEFENSE EQUIPMENT CO.	1,063.75	1,063.75
1/31/23	49332	6200-40 1121-00	Other Programs Operating - PNC	Invoice: 230223 MARIYA FOGARASI	100.00	100.00
1/31/23	49333	2110-00 5301-30 5301-30 5301-30 5301-30 5301-30 5301-30 5301-30 5301-30 1121-00	Accounts Payable Outreach Books Outreach Books Outreach Books Outreach Books Outreach Books Outreach Books Outreach Books Outreach Books Operating - PNC	Invoice: 79734225 Invoice: 79894336 Invoice: 79930531 Invoice: 79931290 Invoice: 79959008 Invoice: 79959207 Invoice: 80133221 Invoice: 80178818 Invoice: 80178856 GALE/CENGAGE LEARNING	249.53 131.96 95.97 131.99 105.57 1,036.52 863.77 26.39 52.78	2,694.48
1/31/23	49334	6401-00 1121-00	Service Contracts Operating - PNC	Invoice: 59205076 GREEN FOR LIFE ENVIRONMENTAL	311.22	311.22
1/31/23	49335	6401-00 1121-00	Service Contracts Operating - PNC	Invoice: 22476822 GUARDIAN ALARM	562.62	562.62
1/31/23	49336	5201-40 1121-00	Other Medical Operating - PNC	Invoice: 100009022054 HEALTH ALLIANCE PLAN	18,786.45	18,786.45
1/31/23	49337	5201-40 1121-00	Other Medical Operating - PNC	Invoice: 100009024073 ALLIANCE HEALTH AND LIFE	2,108.55	2,108.55
1/31/23	49338	6200-40 1121-00	Other Programs Operating - PNC	Invoice: 230216 HEALTHFUL SOLUTIONS	300.00	300.00
1/31/23	49339	6403-00 1121-00	Misc Repairs Operating - PNC	Invoice: 012023 HOME DEPOT CREDIT SERVICES	89.33	89.33

**ROCHESTER HILLS PUBLIC LIBRARY**  
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Date	Check #	Account ID	Account Descriptio	Line Description	Debit Amount	Credit Amount
1/31/23	49340	5930-00	General Printing	Invoice: 2002	15.00	
		5930-00	General Printing	Invoice: 2002	44.00	
		5930-00	General Printing	Invoice: 2002	550.00	
		1121-00	Operating - PNC	JM DESIGN & PRINTING SERVICES LLC		609.00
1/31/23	49341	8004-00	Bookmobile	Invoice: BALANCE ON 8259	1,400.00	
		1121-00	Operating - PNC	LAPORTE GRAPHICS LLC		1,400.00
1/31/23	49342	2110-00	Accounts Payable	Invoice: 71518	2,422.49	
		1121-00	Operating - PNC	THE LIBRARY NETWORK		2,422.49
1/31/23	49343	5401-05	Phone Connection	Invoice: 33113480	172.86	
		1121-00	Operating - PNC	LINGO COMMUNICATIONS		172.86
1/31/23	49344	6401-00	Service Contracts	Invoice: 6930	142.45	
		1121-00	Operating - PNC	MCCLELLAND LANDSCAPE		142.45
1/31/23	49345	5302-13	Electronic Materials	Invoice: 361340	5,535.17	
		1121-00	Operating - PNC	MCLS		5,535.17
1/31/23	49346	2110-00	Accounts Payable	Invoice: 503175172	7,240.94	
		1121-00	Operating - PNC	MIDWEST TAPE		7,240.94
1/31/23	49347	8004-00	Bookmobile	Invoice: BALANCE ON 1-37147	16,624.94	
		1121-00	Operating - PNC	NATIONAL LADDER & SCAFFOLD CO.		16,624.94
1/31/23	49348	5402-00	Postage/Shipping	Invoice: 013023	4,500.00	
		1121-00	Operating - PNC	POSTMASTER - ROCHESTER, MI		4,500.00
1/31/23	49349	6200-40	Other Programs	Invoice: 230221	100.00	
		1121-00	Operating - PNC	PATTI SMITH		100.00
1/31/23	49350	5303-50	Innovative Items	Invoice: 013023	622.77	
		1121-00	Operating - PNC	T-MOBILE		622.77
1/31/23	49351	5401-05	Phone Connection	Invoice: 263436	211.07	
		1121-00	Operating - PNC	TELNET WORLDWIDE		211.07

**ROCHESTER HILLS PUBLIC LIBRARY**  
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Date	Check #	Account ID	Account Descriptio	Line Description	Debit Amount	Credit Amount
				WORLDWIDE		
1/31/23	49352	6506-00 1121-00	Software Support/Mai Operating - PNC	Invoice: 166307860-0 TPX COMMUNICATIONS	1,014.84	1,014.84
1/31/23	49353	2110-00 1121-00	Accounts Payable Operating - PNC	Invoice: 0807385000/2022 UNEMPLOYMENT INSURANCE AGENCY	2,172.00	2,172.00
1/31/23	49354	2168-00 1121-00	Supplemental Ins W/ Operating - PNC	Invoice: 230119 UNUM LIFE INSURANCE - SUPP	42.51	42.51
1/31/23	49355	5206-40 1121-00	Other LTD Insurance Operating - PNC	Invoice: 230119 UNUM LIFE INSURANCE CO OF AMERICA	469.15	469.15
1/31/23	49356	5207-30 1121-00	Vision Insurance Operating - PNC	Invoice: 230118 VISION SERVICE PLAN	228.26	228.26
1/31/23	49357	6200-40 1121-00	Other Programs Operating - PNC	Invoice: 230228 JOHN WUKOVITS	200.00	200.00
1/19/23	EFTAZ011923	5301-10 5301-20 5303-50 1121-00	Adult Books Youth Books Innovative Items Operating - PNC		223.05 99.63 102.96	425.64
1/19/23	EFTVISA0119	6100-60 6402-10 6200-20 6508-00 6506-00 5940-00 6100-50 2110-00 5301-50 5807-00 6200-10 6402-00 5402-00 5802-00 5809-00	Workshops/Conferen Maintenance Supplie Youth Programs Minor Equip <\$2500 Software Support/Mai 3D Printing/Makerspa Professional Member Accounts Payable Materials Processing Office Supplies Adult Programs Cleaning Supplies Postage/Shipping Circulation Supplies Marketing Supplies		120.00 34.00 231.76 1,219.43 359.88 458.38 145.00 3,660.46 90.44 28.49 106.22 42.08 743.95 158.15 359.88	



**ROCHESTER HILLS PUBLIC LIBRARY**  
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<b>Date</b>	<b>Check #</b>	<b>Account ID</b>	<b>Account Descriptio</b>	<b>Line Description</b>	<b>Debit Amount</b>	<b>Credit Amount</b>
		5302-13	Electronic Materials		891.00	
		5301-10	Adult Books		156.94	
		1121-00	Operating - PNC	CAPITAL ONE BK(USA), NA		8,806.06
	<b>Total</b>				<b>194,343.51</b>	<b>194,343.51</b>

**Rochester Hills Public Library  
Supplemental Information  
January 2023**

Checks & EFT's - Operating Account			194,343.51
Net Payroll - Direct Deposit			141,574.74
Employee Benefit EFTs and Misc Debits -			
Payroll Taxes		47,824.82	
Employee FSA Debits - Wage Works		752.17	
Employer Pension Contributions - MERS		12,326.35	
Employee Deferred Contributions		9,827.73	
Bank/Merchant Fees		585.36	
ADP & WageWorks Fees		1,651.85	
NSF Checks		-	
		<b>TOTAL</b>	72,968.28
			<b>\$ 408,886.53</b>

# Communications



ROCHESTER HILLS  
PUBLIC LIBRARY



500 Olde Towne Road  
Rochester, Michigan 48307-2043

# Comment Card

Date 1/3/23

LOVE! LOVE! EUREKA LAB THANK YOU!  
TIERNEY WAS SO HELPFUL AND  
MADE IT SO EASY TO LEARN ♡!

Optional: Name



Contact No.



Date: 1-5-2023

500 Olde Towne Road  
Rochester, Michigan 48307-2043

# Comment Card



Class was Great!

(Optional) Name:



Contact #:



ma



For staff use only:

Thank You



ROCHESTER HILLS PUBLIC LIBRARY

Date: 1/9/22

500 Olde Towne Road  
Rochester, Michigan 48307-2043

# Comment Card



yoto cards for children, they are audio cards like tapes on cards. would love to talk if you need more info.

(Optional) Name:

Contact #:

Email:

For staff use only:

emailed patron 1/11/23 - BR



Betsy Raczkowski <betsy.raczkowski@rhpl.org>

## Comment Card

1 message

Betsy Raczkowski <betsy.raczkowski@rhpl.org>

Wed, Jan 11, 2023 at 4:51 PM

To: [Redacted]

Hi [Redacted]

Thank you for your comment card, we appreciate you reaching out to your library. Yoto cards and players have been suggested to our Innovative Items committee as a possible new acquisition for 2023. I will share your request and let the committee know that there is patron interest as well.

Take care,

--  
Betsy Raczkowski (she/her/hers), MLIS  
Head of Youth Services  
Rochester Hills Public Library  
248-650-7142



ROCHESTER HILLS PUBLIC LIBRARY

Date: 1/13/2023

500 Olde Towne Road  
Rochester, Michigan 48307-2043

# Comment Card



Can someone please buy stronger library bags! these bags keep on tearing apart.

(Optional) Name:

Contact #:

Email:

For staff use only:

Called patron, thanked them for feedback. Explained that we are researching better bags. -Juliane 1/25/23



500 Olde Towne Road  
Rochester, Michigan 48307-2043

# Comment Card

Date 1/16/2022

Thank you for having Consumer Reports available for Library users in RHPK Mini Branch for Senior citizens using the Mini Branch. Today CR February 2023 was available on the magazine shelf. Consumer Reports. Thank You 😊

Optional: Name

RHPK Mini Branch  
WELL WISHER

Contact No.



500 Olde Towne Road  
Rochester, Michigan 48307-2043

# Comment Card

Date 1/18/2023

I am one of the regular users of OPC RHPK mini branch. It is a great place to spend time reading favorite magazines. I saw many people at the library using magazines for pleasure reading and informative magazine CR. OPC Library is a great resource for senior citizens spending time in. Thank you 😊

Optional: Name

OPC. Thank you 😊

Contact No.



500 Olde Towne Road  
Rochester, Michigan 48307-2043

# Comment Card

Date 1/24/2023

I am a regular user of RHPK Mini Branch at OPC. It is a great place for relaxing, and use the magazine collection in the Mini Branch especially Consumer Reports. It used to walk away before all the time. Now 2 visible labels on CR magazine "DO NOT REMOVE FROM LIBRARY" helps. Thank you 😊

Optional: Name

LIBRARY WellWisher Contact No.



Date: 1-25-2023

# Comment Card

500 Olde Towne Road  
Rochester, Michigan 48307-2043



I have attended several of your evening presentations and am grateful to have them available. I have lived in many places but this is the best library so far. Thank you for providing such a variety of services.

Recently I attended the presentation by the author Dr. Berry but was so surprised that his book was not in our library. Also I attended the presentation on the Sikh community but was led to believe that the professor's documentaries were not in our library (I have not checked on the documentaries yet. I hope that in the future our library carries the media of their speakers. Hopefully this can be coordinated before the presentation). Thank you for all that you do.

(Optional) Name: [REDACTED]

Contact #: [REDACTED]

Email: [REDACTED]

For staff use only:

**Tiffany Dziurman Stozicki (RHPL)** <tiffany.stozicki@rhpl.org>

Thu, Feb 2, 2023 at 10:47 AM

To: [REDACTED]

Dear [REDACTED],

Thank you for submitting a comment regarding authors who present at RHPL and how to obtain their books at the library. We make every effort to obtain a book or film from our presenters per the library's collection policy. When authors are scheduled to speak at the library, we ask them to consider donating their book(s) to RHPL. Sometimes they do and sometimes they do not. If they do, the book usually arrives with the presenter and it takes some time for the librarians to process the item and get it on the shelves. If they do not donate a book, librarians must review the book per RHPL's collections policy before deciding to purchase it. Acquiring books and DVDs is a lengthy process.

If you do not see an author's book, or a DVD of a film that has been presented, in our collection, I encourage you to search for the title using the MelCat service RHPL provides where you can borrow books and DVDs from libraries across the state. You may also request an item from RHPL by visiting this link: <https://rhpl.org/services/request-an-item>.

Regarding Dr. Javed's films in RHPL's collection, there is one DVD titled "Michigan's Indian Immigrants in the 21st Century" included.

Thank you, again, for your comment.

Kind Regards,

Tiffany D. Stozicki

**Tiffany Dziurman Stozicki**

Public Relations Manager  
Rochester Hills Public Library

500 Olde Towne Road | Rochester, MI 48307

Office: 248.650.7124 / Cell: 248.805.1689

[www.rhpl.org](http://www.rhpl.org)



Date: 1/26/23

500 Olde Towne Road  
Rochester, Michigan 48307-2043

# Comment Card



The title of this talk should have been Medtronic Stimulator  
NO Bladder/Bowel  
Very misrepresented

(Optional) Name

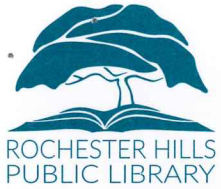


Contact #:



Email:

For staff use only:



Date: 1/26/23

500 Olde Towne Road  
Rochester, Michigan 48307-2043

# Comment Card



I was disappointed that it was  
advertised as a talk on bladder + bowel  
issues. I expected a broader factual  
presentation on bladder issues.

(Optional) Name:

Contact #:

Email:

For staff use only:



*This message was sent to all who registered for the program "Regain Bladder & Bowel Control" since a number of attendees expressed disappointment that the program did not include a discussion on bladder control.*

Thank you for registering and/or attending last night's program, "Health Talk: Regain Bladder & Bowel Control." If you missed the presentation, the program was recorded and will be available on RHPL's YouTube channel within a few days.

We understand a number of attendees were disappointed that the program did not include a discussion on bladder control as suggested in the title. The medical group that scheduled this program with RHPL provided the title and description. RHPL did not create the program.

In addition, the initial doctor scheduled for the presentation was replaced with Dr. Lee at the request of the medical group. RHPL apologizes for the inconvenience to those who attended hoping to hear more about another issue.

Thank you for attending RHPL programs. We hope to see you at our next program, "Maximize Your Medicare" with author Jae Oh.

Kind Regards,

Tiffany Stozicki  
Public Relations Manager  
Rochester Hills Public Library



Date: 1-27-2023

# Comment Card

500 Olde Towne Road  
Rochester, Michigan 48307-2043



Please Bring Back The jigsaw Puzzle Table.

(Optional) Name:

Contact #:

Email:

For staff use only: Called to let him know we're still figuring out where to put the puzzle with other furniture moves, but it's in the works! -Allison 2/7/23

I responded with a phone call discussion and there was a related email included in board/liason communications.

-Juliane 2/1/2023

# Comment Card



500 Olde Towne Road  
Rochester, Michigan 48307-2043

Date January 30 2023

This afternoon I searched the catalog for a very popular author, only to find no titles available. The librarian told me his books are unavailable because he passed away in the 1960s. I found this very peculiar as many great works of art are from deceased authors. I was curious so I searched another author, one whom died in the late 1800s, many of his books are on your shelves. This is blatant discrimination...

A.W. Tozer is a Christian = NO BOOKS  
Karl Marx = socialist = MANY BOOKS  
HEATHER DZURKO

Optional: Name

Contact No.

---

**Fwd: Rochester Hills Public Library**

Alice Moo <alicemoo1@gmail.com>  
To: Juliane Morian <juliane.morian@rhpl.org>

Mon, Jan 30, 2023 at 10:14 PM

Hi,  
Is this something that you would prefer I refer to you and your staff or are there details that I can include in my reply that are an accurate representation of the library's processes to help address her concerns and reiterate our commitment to inclusion of differing viewpoints and its availability to the public? I just want to make sure that I am referring this on correctly or if you would prefer that I answer and cc you as well. Thanks!  
Alice

----- Forwarded message -----  
From: Heather Dzurko <[REDACTED]>  
Date: Mon, Jan 30, 2023 at 4:28 PM  
Subject: Rochester Hills Public Library  
To: <alicemoo1@gmail.com>

Good Afternoon Alice,

I'm writing to you because of an incident that happened at the library today. Before I go further I do want you to know that I brought the issue up to the woman at the main desk and she had me fill out a "comment card" with a sincere promise that it would make it into the hands of the director. Upon leaving the library, I felt this issue needed to be brought to light at a higher level. When I pulled up the Board of Trustees Roster I looked for any name I might know, having been a resident in Rochester Hills for 17 years and at one time serving as a president of an elementary PTA, I know quite a few names. I was glad to see your name on the list. Congratulations on your appointment! I am filled with hope that a like minded mother is on the board.

The incident:  
I used the catalog search on the upper level to find books by a particular author. There were NO books by that author in the library. I was a bit shocked because this author was one of the most influential authors of his time. His works enlightened, educated, entertained and informed many people over the years. How can a library not carry even ONE of his books?

I thought maybe I was doing something wrong, yet how hard could it be?? I asked the woman at the circulation desk on the second floor to search for me. Yes, I was correct, NO books by this author at this library. Perplexed, I asked why that would be? The answer I was given floored me.....she said, "because the author died in the 1960's, his work is no longer available." Does this answer make any sense to you? If, in fact, every influential author who died in the 1960's books were taken out of circulation would there be many books left in the library? Is our library so progressive that the works and wisdom from those in the past are not relevant to us anymore? How does this "empower people to explore and create with resources that enlighten, educate, entertain, and inform" as the mission clearly states.

I was curious so I went back to the catalog search and looked up another author with equally influential views albeit differing from the first author. This man died in 1883. No issues finding any of his works.

This is blatant discrimination and withholding information in a public forum. Author number one is a Christian... A.W. Tozer. Author number two is the infamous Karl Marx.

I was told that I could find A.W. Tozer's work online/digitally. Why?? Where are his books? Why aren't his books available for people to grab off a shelf like those of Mr. Marx?

As a mother and a Christian, I am sick of this obvious godlessness. I am positive that if I wanted a book on witchcraft I could walk out with an arm load, but a book on Christianity and our value in God's eyes is not "available".

Please do not take this as an attack on you Alice. This is wholly toward the library. There are too many of us that go unheard because we don't raise our voices. Mostly it's because we don't know WHO to raise our voices to. I hope you can hear my voice. For just someone to hear the cries of the concerned before we are drowned out in the sea of evil.

Thank you for listening,  
Heather Dzurko  
Former PTA at Hugger (we've met) and I'm a friend of your friend... Holly :)  
[REDACTED]

---

**Fwd: Rochester Hills Public Library**

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Juliane Morian &lt;juliane.morian@rhpl.org&gt;

Wed, Feb 1, 2023 at 3:20 PM

To: [REDACTED]

Cc: Alice Moo &lt;Alicemoo1@gmail.com&gt;

Greetings Heather,

Alice Moo asked for my input on a message from you (to her) regarding the work of A.W. Tozer. Since we spoke on the phone today in regards to this, I thought it would be best to summarize our discussion in an email response to you (and copy Alice on it).

I appreciate your feedback on an author you want to see added to the Rochester Hills Public Library. You stated that you thought it was odd when an RHPL librarian suggested that RHPL did not have his work in the collection because the author died in 1963. As I mentioned to you on the phone, it was most likely an oversimplified answer and what the librarian communicated is that the author was prolific in the 1940s and 50s, but there wasn't sustained demand for his work after his death. We don't have catalog records going back to the 1940s at RHPL, but I presume that the RHPL collection included his works for a period of time and then my professional predecessors de-selected due to lack of demand. The other author you pointed out in comparison, Karl Marx, does have consistent demand as he is credited with a social-economic theory that is still discussed in 2023. A.W. Tozer is not as widely known in contemporary culture. A quick scan of Tozer's most seminal work, "The Pursuit of God" was published in 1948 and is owned by 21 of the 397 public libraries in Michigan. We will try to acquire his work, however RHPL staff would typically refer a patron to interlibrary loan for this kind of material.

In the comment card you wrote to the library that prompted my phone call to you, you stated that you felt this was a form of blatant discrimination. That is a claim I take very seriously and requires follow up. Public libraries operate with a high level of trust from the communities they serve specifically because libraries do not endorse any one point of view and allow for a marketplace of ideas. As your library director I hold your first amendment right to access information to be one of the most important jobs in the community, and my team strives to get it right. If Christianity is a topic that appeals to you, I am pleased to let you know that RHPL has over 3,600 titles that focus on Christianity (and related topics). Not all books in the library appeal to all patrons, but I am confident we have something for everyone at the Rochester Hills Public Library.

Please reach out via phone or email if you have concerns. I appreciate the opportunity to discuss the library with community members.

Sincerely,

Juliane

---

Juliane Morian  
Library Director, Rochester Hills Public Library  
500 Olde Towne Road  
Rochester, MI 48307-2043  
248-650-7122

[Quoted text hidden]



500 Olde Towne Road  
Rochester, Michigan  
48307-2043

248-656-2900  
Fax 248-650-7121  
www.rhpl.org

Juliane Morian  
Director

*Board of Trustees:*  
Robert Bonam  
Madge Lawson  
Anne Kucher  
Melinda Deel  
Julianne Reyes  
Charles Stouffer

January 9, 2023

Lisa Boetsler

[REDACTED]  
West Bloomfield, MI 48324

Dear Ms. Boetsler,

I want to thank you on behalf of the Board of Trustees, staff and patrons of the Rochester Hills Public Library for your generous donation of assistive technology to the Outreach Service department. Your donation was recorded on December 28, 2022, with the following description and estimate of value:

- Acrobat LCD Low Vision Desktop Magnifier - \$2,250
- Pebble Digital Handheld Magnifier - \$440

During challenging economic times, your generosity helps us stretch library dollars even further. We appreciate the opportunity to share this technology with citizens across Oakland County. RHPL operates the Oakland Talking Book Service and is committed to providing individuals living with blindness, vision impairments, and other print disabilities a rewarding library experience.

We could not accomplish as much as we do without the support of community members like you.

Sincerely,

Juliane Morian  
Library Director

*A community library  
for Rochester,  
Rochester Hills, and  
Oakland Township*

**Community Foundation of Greater Rochester**

**Fund Statement- Endowed**

**December 31, 2022  
Rochester Hills Public Library Endowed**

Beginning Total Fund Balance	\$403,153.93
Beginning Fund Balance - Principal	\$362,264.73
Revenue & Additions	
Gifts	\$2,505.00
Interfund Gifts-Principal	\$0.00
Realized Gain on Investments	(\$3,193.48)
Unrealized gain or loss	(\$60,206.75)
<b>Total Revenue &amp; Additions</b>	<b>(\$60,895.23)</b>
Principal Transfers	\$0.00
<b>YTD Fund Balance - Principal</b>	<b>\$301,369.50</b>

=====

Beginning Fund Balance - Income	\$40,889.20
Revenue & Additions	
Gifts to Income	\$0.00
Interfund Gifts	\$0.00
Dividends	\$8,534.18
Interest Income	\$29.72
<b>Total Revenue &amp; Additions</b>	<b>\$8,563.90</b>
Expenses & Distributions	
Grants from Income	\$0.00
Interfund Grants	\$0.00
Admin. Fees Charged	\$7,121.42
Financial Fees Charged	\$1,849.61
Misc. Fund Expenses	\$0.00
<b>Total Expenses &amp; Distributions</b>	<b>\$8,971.03</b>
Income Transfers	\$0.00
<b>YTD Fund Balance - Income</b>	<b>\$40,482.07</b>
<b>YTD FUND BALANCE (PRIN+INC)</b>	<b>\$341,851.57</b>

**Rochester Hills Public Library Endowed**

<b>Type</b>	<b>Name</b>	<b>Date</b>	<b>Amount</b>
Gift	Rochester Hills Public Library	01/20/2022	250.00
Gift	Rochester Hills Public Library	02/04/2022	250.00
Gift	Mary Ann Fry	09/01/2022	25.00
Gift	Mr. and Mrs. Michael W. Martin	09/01/2022	100.00
Gift	Rochester Hills Public Library	09/01/2022	500.00
Gift	Steven J. Schettenhelm	10/07/2022	230.00
Gift	Rochester Hills Public Library	10/18/2022	100.00

# Community Foundation of Greater Rochester

## Fund Statement- Endowed

### Rochester Hills Public Library Endowed

Type	Name	Date	Amount
Gift	Janet E. Kleczynski	11/08/2022	25.00
Gift	Rochester Hills Public Library	11/18/2022	200.00
Gift	Rochester Hills Public Library	12/08/2022	125.00
Gift	Rochester Hills Public Library	12/20/2022	600.00
Gift	Rochester Hills Public Library	12/31/2022	100.00
<b>Gifts Total</b>			<b>\$2,505.00</b>







www.rhpl.org

# 2022 ANNUAL REPORT



**73,148**

Cardholders

**7,126**

Youth Program Attendance

**349,403**

Annual Visitors

**3,734**

Adult & Teen Program Attendance

**337,691**

Items in Circulation

**15,977**

Computer Reservations

**241,676**

eMaterials Circulation

**137,418**

Bookmobile & Outreach Circulation

**4,371**

Volunteer Hours

**1,535,889**

Total Circulation

**\$170,000**

Friends of RHPL Contribution

*"I enjoy reading and routinely go to the library to read the journals. Trying to keep busy I started attending various classes/events at the library. My favorite one was [the] ELL classes which I started attending and also assisting at times. About a year later...the library asked me if I want to host the class myself! Being a Filipino exchange student myself, it was a perfect match and assignment for me to do, and more importantly, I'm giving back to our community. Thank You RHPL!"*

– Mariano C., February 2022

# Thank you to our 2022 donors:

Virginia B. Abbott  
Josh & Julia Abbott  
Jeanne M. Amsbaugh  
Louie & Mandy Andreopoulos  
Ms. Laura Arens  
Chris & Colette Arkwright  
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Ann Fogg  
Richard Fox  
Roger & Carolyn Fruechte  
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Kathryn Galetto  
Marlene Gardner  
Judy Garrett  
Nancy Gaydos  
Brian & Kathy Geib  
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Ron Gellish  
Mr. & Mrs. Rick Gentry  
Christel M. Geppert  
Patricia A. Gerwert  
Frank & Mary Lee Glasgow  
Michael Gluckstein  
Shirley Gofrank  
Ted & Rita Golden  
Armen & Carolyn Googasian  
Doug & Judy Gordon  
Gerald & Nancy Greve  
Joel Grgurich  
Arthur & Joanne Griggs  
Monica Grogan  
Lionel L. Haberek  
Dina Hadad  
Christine & Bob Hage  
Norm & Sue Hamway  
Jane Hassberger  
Laurain Hasselwander  
Jane Haugen  
Lorraine Hayes  
Terri Hemphill  
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Lucille Moerer  
Zohir & Alia Molhem  
Margaret F. Morrison  
Nancy & Tom Morrison  
Lisa & Jim Muenzenberger  
Thomas Murday  
Daniel Murray  
Steve & Julie Neiheisel  
Angus Craig & Kimberly Newton  
Patricia & Robert Nolan  
John & Janice Oleson  
Doris Ostrowski  
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Lea Pfeifer  
Patricia Pietrzak  
Pamela Pitchford  
Mr & Mrs. James Podgorny  
Judith Popyk  
Clifton F. & Victoria Powell  
James & Linda Powell

Dean & Lori Przymusinski  
Sue Putman  
A. S. Ramaseshan  
Barbara Randall  
Lesa & Matt Reynolds  
Michael & Stephanie Riley  
Chris & Gail Rink  
Christopher L. Robinson  
Jane E. Rodgers  
Roger Roller  
Judy Rosenberg  
Bradley & Shirley Roth  
Evan Running  
William & Patricia Ryan  
Anil & Brinda Sachdev  
Mr. Charles Sajewski  
Eleanor Saxon  
Paul & Michelle Schroff  
Jonel L. Scott  
Karen Seder  
Roxanne Seifert  
Michael & Cynthia Sevilla  
Gary & Julie Sikorski  
Charles Smith  
Susan Sonye  
Robby & Andie Stewart  
Barbara & Larry Stringer  
Stoney Creek Questers #203  
Wendy Superfisky  
Barbara Taylor  
Amie Taylor  
Suzanne Ternan  
Robert Gregory & Janice Tessier  
TMP Architecture, Inc.  
The Tolmie Family  
George Tripp  
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Alexandria Vallis  
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Paul & Teresa Wehrwein  
Barb & Kurt Wiese  
David Williams  
Jennifer Windeler  
Shirley & Forrest Wing  
Louise & Dennis Wood  
Cathy & Peter Woolley  
Michael & Frances Wright  
Yang Xia  
Robert & Brenda Yee  
Mary & Gary Zaleski  
Tom & Annette Zebracki  
Deborah Luczyn  
Rudy Ziehl

*"I found much joy and happiness in the joining the events  
and a couple of book clubs at the library."*

— Tasmia R. July 2022



# ROCHESTER HILLS PUBLIC LIBRARY

## Three-Year Strategic Plan



Founded in 1924, Rochester Hills Public Library empowers people to explore and create with resources that enlighten, educate, entertain, and inform.



# POPULATIONS SERVED

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- Early Learners
- Students
- Job & Social Benefit Seekers
- Seniors
- Small & Independent Businesses
- Educators & Administrators
- New Citizens/ELL
- Community Partners
- People with Disabilities
- Parents
- Story Lovers
- Researchers
- Hobbyists

# RHPL OFFERS . . .

---



- **Ingenuity:** Eureka Lab, a makerspace for all
- **Spaces:** Nine study rooms, quiet study room, three community meeting rooms
- **Technology:** Free Wi-Fi, computer lab, printers, copier, digitizers, scanners
- **Accessibility:** Software, mobility scooters, magnifiers, Oakland Talking Book Service, community bookmobile, drive-thru service, mini-branches in retirement residences & senior centers
- **Local History:** Digitized archives, databases, artifacts
- **Family Learning:** Infant playscape, play-based learning stations, Family Place Training, early literacy bookmobile
- **Volunteer Opportunities:** Friends of RHPL
- **Location:** Downtown Rochester

# RHPL's PURPOSE

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- Inspire Lifelong Learners
- Nurture Developing Minds
- Advocate Critical Thinking
- Foster Community Collaboration
- Provide a Welcoming Space for  
Enjoyment & Discovery

# STRATEGIC PLAN

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## PURPOSE

Why RHPL serves the community



## VISION

What RHPL values



## FOCUS

How RHPL will act



## PURPOSE



## VISION



ROCHESTER HILLS  
PUBLIC LIBRARY

# Inspire Lifelong Learners

- Encourage reading, listening, and viewing opportunities that match individual's personal taste and preferences.
- Provide easy access to materials that support reading as a hobby and habit.
- Create opportunities to experience, discuss, and reflect on stories that enhance self-awareness and broaden perspectives.
- Acquire materials in a variety of formats and in sufficient quantities to meet demand.
- Offer experience-based learning opportunities, equipment, and technologies that foster productivity or creative self-expression.
- Provide learning opportunities for text-based learning, online self-guided tutorials, and in-person instruction.
- Provide programs that facilitate learning and discussion about popular interest topics and foster various literacies (reading, digital, financial, health, etc.).
- Provide formal skill-building opportunities with an emphasis on those that support career and life-readiness.





## PURPOSE



## VISION

# Nurture Developing Minds

- Engage parents, caregivers, and educators with techniques for building literacy skills.
- Offer passive and active programs that teach the building blocks of literacy (singing, playing, talking, listening, reading, and writing).
- Provide access to circulating materials, including play-based learning collections, for use outside of the library.
- Create inclusive environments that enable developing minds to find stimulating materials and services that match their interests and practice social interaction.





## PURPOSE



## VISION

# Advocate Critical Thinking

- Offer programs that encourage deep thinking and the articulation of ideas.
- Teach individuals how to evaluate information based on currency, accuracy, authority, reliability, and purpose.
- Provide outreach to local schools and develop services that support student activities and research needs.
- Provide library services and programs that stimulate connections between history and contemporary life at the local, regional, state, and world level.
- Motivate STEAM (Science, Technology, Engineering, Arts, Math)-based learning and computational thinking.





## PURPOSE



## VISION

# Foster Community Collaboration

- Cultivate partnerships that advance the library's mission.
- Promote convenient access to the library by meeting customers where they are.
- Expand the presence of the library outward to the community to improve engagement and use of library services and materials.
- Encourage good citizenship and respectful discourse through active and passive programming.
- Create mutually beneficial volunteer opportunities for individual community members who support the library's mission.





## PURPOSE



## VISION



ROCHESTER HILLS  
PUBLIC LIBRARY

# Provide a Welcoming Space for Enjoyment & Discovery

- Provide sufficient space that allow individuals to be productive in their work, study, and hobby pursuits.
- Create a useable and accessible online library experience that provides easy access to digital materials and online resource.
- Create inclusive and barrier-free facilities to maximize independent use of the library regardless of ability.
- Provide self-service opportunities to reflect a modern library facility.
- Provide programming and services that help new citizens navigate the community.
- Provide touch points for unexpected delight.



# FOCUS

- RHPL will empower departments, committees, and teams to develop action items that correspond to each vision statement.
- Outcomes for each action plan item will be defined and measured for success.
- Leaders of strategic plan initiatives will provide quarterly progress reports.
- The library director will provide mid-year and annual reports on implementation of the plan.
- The strategic plan will be reviewed annually and updated on a three-year rolling basis.



# GOAL HIGHLIGHTS

## 2023

- Research a Favorite Authors Club
- Research/recommend a service for patrons to receive library materials efficiently & sustainably
- Prioritize and promote popular databases
- Prioritize programs that encourage writing, art, video, and audio production
- Evaluate installing a sound garden outside the library & promote the gardens as a source of wonder with updated story walks, QR codes, etc.

# GOAL HIGHLIGHTS

## 2024

- Explore using an alternate ID number such as drivers licenses, student IDs, usernames, etc. to access library accounts rather than requiring default library card/barcode number
- Investigate & add outdoor equipment such as picnic tables, solar benches, etc.
- Reintroduce new & early literacy focused writing center
- Establish a relationship with OU's communication & deaf studies programs to offer sign language interpretation at RHPL programs

# GOAL HIGHLIGHTS

## 2025

- Add a circulating toy collection to support early literacy reading skills as defined by the ECRR program
- Update all restrooms to be fully accessible
- Update Eureka Lab furnishings, flooring, and equipment with innovative products that maximize self-expression and personal productivity
- Partner with existing or new delivery services & develop a process for delivering holds via a third party



ROCHESTER HILLS  
PUBLIC LIBRARY





[www.rhpl.org](http://www.rhpl.org)



# NEWS & VIEWS



ROCHESTER HILLS PUBLIC LIBRARY NEWSLETTER | SPRING 2023

**COLLECTIONS MANAGEMENT**  
*Something for Everyone in a Modern Society*

**AUTHORS IN APRIL**  
*Autograph Party*

**WINE, WIT & WISDOM**  
*Friends' Largest Fundraiser*

Cover: Bookshelves are commonly referred to as "stacks" in a library. The ones shown here hold fiction titles for adults on RHPL's second floor. Photo: Michele Dimond.

## GENERAL INFORMATION

**Juliane Morian, Library Director**  
 juliane.morian@rhpl.org

General .....	248-656-2900
Adult .....	650-7130
Youth .....	650-7140
Outreach/Bookmobile .....	650-7150
TDD .....	650-7153
Hours .....	650-7170
Item Renewals .....	650-7174
Friends Membership .....	650-7160
Friends Events .....	650-7176
Friends Book Sales .....	650-7178
Friends Gift Shop .....	650-7179

### LIBRARY BOARD

Madge Lawson.....	President
Melinda Deel.....	Vice President
Anne Kucher.....	Secretary
Bob Bonam.....	Treasurer
Julianne Reyes.....	Trustee
Charles Stouffer.....	Trustee

City of Rochester Liaison: Alice Moo  
 Oakland Township Library Board  
 Liaison: Michael Tyler

The library board meets monthly on the second Monday. Meetings are open to the public. Reasonable auxiliary aids & services are available.

### NEWS & VIEWS STAFF

Tiffany Dziurman Stozicki  
 Editor & Public Relations Manager

Michele Dimond  
 Graphic Designer &  
 Public Relations Assistant

Contributors: Mary Davis, Rebecca LaFave, Betsy Raczkowski, Allison Sartwell

### REGISTRATION & LIBRARY CARD INFORMATION



This icon indicates registration is required. Many programs require registration with an active RHPL card unless otherwise noted. To apply for an RHPL card, visit [rhpl.org/use-the-library/get-a-library-card](http://rhpl.org/use-the-library/get-a-library-card).



## A LETTER FROM THE LIBRARY DIRECTOR

In this issue of *News & Views*, our contributors provide an in-depth look at how items are selected and managed in the library's collection. I am often asked, "How do librarians know what the community wants to read, listen to, and watch?" As library patrons, we want assurance that the people building a library collection have done so in a comprehensive, time-tested, and systematic manner and without an agenda.

I can discuss at length the advanced skills librarians have in addition to their degrees: bias training, the annual evaluations of community demographics, metrics used to analyze circulation trends, and the sources and award lists consulted for decisions about item quality. But last summer, when RHPL hosted parachute games on the front lawn, that experience inspired a simplified analogy for how librarians curate well-rounded collections.

The beloved and classic game of giant parachute begins by welcoming everyone to the circle (the community) and encourages them to grab and hold the edge of the nylon parachute. The translucent cloth is colorful and large, much like the community we serve. All have a spot around the circle.

Parachute games often start with simple challenges, but the joy of the experience comes when it is lifted high in the air creating a dome above. As with the parachute game, collection development occurs when librarians look at patrons under the "dome" and evaluate how high the community parachute can go. Librarians measure the level of curiosity and aspiration within the community and pack a collection matching it inside the library. Each public library has a "parachute" and a collection defined by the people and interests within.

To learn more about RHPL's collection management for the 110,000 individuals who use the library, turn to page 4. I hope you are excited to know how librarians select the best materials to put inside the library's parachute of color and curiosity.

*Juliane Morian*



## CALLING ALL VOLUNTEERS!

Have you thought about volunteering in 2023? Do you love your library and the Friends Store, too? Now is the time to show your love and support for RHPL and join the Friends Library Store volunteer team. Store volunteers help Friends raise funds for library programs and special events. Profits from store sales also fund services like the community bookmobile and the Eureka Lab/makerspace.

If you enjoy meeting and working with friendly people in a fun and relaxed environment, stop by the store to pick up an application. Questions? Call 248-650-7179 for more information.

## SPRING USED BOOK SALE

The Friends Spring Used Book Sale begins with a Members Night on April 19 from 5:30 to 8 p.m. Friends memberships will be available for purchase at the door. Public sale hours:

Thursday, April 20, 10 a.m.- 8 p.m.

Friday, April 21, 10 a.m.- 5 p.m.

Saturday, April 22, 10 a.m.- 5 p.m.

Sunday (\$5 Bag Day), April 23, 1:30 - 4:30 p.m.

Questions? Call 248-650-7178 for more information.

## WINE, WIT & WISDOM

Wine, Wit & Wisdom, Friends of RHPL's largest fundraiser of the year, is on Saturday, April 29, from 6 to 9:30 p.m. at RHPL. Ticket holders will delight in an evening of food and refreshments, entertainment, the choice of up to two spectacular lectures, a silent auction, and a 50/50 raffle.

Lecture topics range from Mackinac Island history and the history of Selfridge Air Force Base to DIY wine-making and what it takes to be a master gardener. Tickets are \$80 per person through April 10, \$90 per person April 11-17, and are on sale now! Guests must be 21 years of age or older. Visit [rhpl.org](http://rhpl.org) to purchase tickets online or call 248-650-7176.



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# Collections Management

## Something for everyone in a modern society

**My daughter has been in love with the library since our first visit.** When everything shut down in 2020, her biggest concern was her visits to the library. We were incredibly grateful when we were able to start visiting again. Needless to say, the pandemic took quite a toll on us. We lost family members, friends moved, and [my daughter] started kindergarten at a new school. Each time a significant life aspect changed, I turned to the librarians in the children's department. No matter the concern, they were able to suggest books demonstrating [what] happens to other people and how to deal with it. The team upstairs had some tremendous suggestions for me, too."

– Amy R., RHPL patron, July 2022



How do libraries and librarians build a collection of materials for patrons to check out? Comments like the one above from an RHPL patron are common. The library receives many kind notes of thanks from patrons for having what they need when they need it.

But how does that happen?

## What is collections management?

Collections management in libraries and other cultural institutions covers a range of services from development to storage. It is a plan for what to keep, how to maintain it, and what to move out of a collection that includes printed materials, digital and streaming services, historical items, technical equipment, objects, and more. Checkout statistics, professional literary reviews, best sellers lists, and patron demand play a part in how a library's collection of items develops over time. For libraries to provide something for everyone, they must balance budgets, resources, and space.

At Rochester Hills Public Library, the goal of collection management is to support the organization's mission to "empower people to explore and create with resources that enlighten, educate, entertain, and inform." The library's catalog inspires and informs patrons daily, ensuring they have access to information that is important to them.

RHPL fully supports intellectual freedom and promotes the dissemination of ideas and information.

Since 1924, the library's board of trustees has delegated collection management responsibilities to the library director, who works with professional librarians on staff to acquire and deselect materials according to board policy.

"The best way to determine what materials to acquire and which to remove due to lack of demand or wear and tear," said Juliane Morian, library director, "is to make informed decisions based on professional training from accredited institutions and the experience of working at reference desks. RHPL relies on its board of trustees as well to establish quality standards for the library's collection."

## Who participates in collections management?

Upon their election, trustee members take an oath to uphold the First Amendment rights of every patron to have free and open access to library materials.

RHPL's principles of service support that oath by promising patrons open, free, non-judgmental access to collections and services regardless of age, gender, sexual orientation, race, ethnicity, disability, language proficiency, and social or economic status.

"RHPL fully supports intellectual freedom and promotes the dissemination of ideas and information," said Madge Lawson, president of RHPL's board of trustees. "The board of trustees leaves the selection process to professionally-trained librarians who follow the collection development policy, which the board reapproved in October 2021."

Each item in the library's collection is given individual consideration based on its merit, demand, popularity, and intended audience.



Article contributors are, left to right, Allison Sartwell, head of Adult Services; Mary Davis, head of Outreach Services; Juliane Morian, library director; Betsy Raczkowski, head of Youth Services; Madge Lawson, president, RHPL Board of Trustees.

*continued on page 10*

## ADULT PROGRAMS



Register online at [calendar.rhpl.org](http://calendar.rhpl.org) or scan the QR code at left using the camera on your mobile device. Questions? Call the Adult Reference Desk at 248-650-7130 or send an email to [adult.reference@rhpl.org](mailto:adult.reference@rhpl.org). Program registration opens one month before the program date. Dates & times are subject to change. Visit [calendar.rhpl.org](http://calendar.rhpl.org) for updated information.

## HEALTH & WELLNESS

### Advancements in Cardiovascular Care

Thursday, March 23, 7 p.m.  
Multipurpose Room.

Cardiologist Nishit Choksi, MD, FACC, FSCAI, FCCP, FACA, speaks about cardiovascular care and advancements in diagnostic testing, pharmaceuticals, and treatment options. This program is presented in partnership with Smart Towns.



### Millennials & Money: Setting Yourself Up for Success

Tuesday, March 28, 7 p.m. Multipurpose Room.

Financial planners Stephanie and Jennifer Bloom lead this informative discussion about managing student loans and general debt, planning and purchasing your first home, and affording college for your children.

### Living with Dementia Part 5

Tuesday, April 18, 7 p.m. Multipurpose Room.



Vicki Klanke, RN, CDP, discusses the caregiving journey for those assisting dementia patients, and teaches skills to provide care with confidence and compassion.



Programs are offered with financial support from Friends of RHPL.

### Moving Into Mindfulness

Tuesday, May 2, 7 p.m.  
Multipurpose Room.



Bethany Perry, a neuroscience life and health coach and founder of Whole Life Healing Collective, leads a mindfulness course with tips for creating the habits you desire. This program is presented in partnership with the Rochester Junior Women's Club.

## HISTORY, ART, & CULTURE

### Chautauqua Movement: Its Origins, National Significance, and Presence in Michigan

Tuesday, March 7, 7 p.m. Multipurpose Room.



Historian Jim Craft explains the Chautauqua Movement, a popular and significant American movement in adult education at the turn of the 20th century.

### A Suitable Helper: Men Who Helped Women Gain the Right the Vote

Thursday, March 9, 7 p.m. Multipurpose Room.  
Dr. Anne Nichols of Rochester University shares how Harry T. Burn, Frederick Douglass, and others lent their (sometimes reluctant) support to the cause of female suffrage. This program is presented in partnership with Smart Towns.

### The Wide, Wide West: Islam, Democracy, and America

Thursday, March 16, 7 p.m. Multipurpose Room.

Author and award-winning journalist Haroon Moghul explores the unexpectedly democratic and pluralistic consequences that follow Islam's core beliefs.



### Negro Motorist Green-Book

Tuesday, May 9, 7 p.m. Multipurpose Room.



"Walk" through Midtown and downtown Detroit with Kimmie Dobos-Wolfe of the Detroit Historical Society to discover the places and stories that once helped African Americans navigate the city.

### George Michael: The Singing Greek (A Tribute)

Thursday, May 18, 7 p.m. Multipurpose Room.

Author and performer George Rapisitis takes us on a trip back to the 1980s in a program that includes fun facts about the decade along with a few tribute songs from singer George Michael.

## SCIENCE & THE ENVIRONMENT

### Hiking Michigan Trails

Tuesday, April 4, 7 p.m. Multipurpose Room.

Horse trainer, horticulturalist, hiker, and author Celia Ryker discusses her book, *Walking Home: Trail Stories*, and her walking adventures around Michigan.

### Mushroom Foraging & Safety

Thursday, April 13, 7 p.m. Multipurpose Room.



Mushroom enthusiast Lorenzo Lo Piccolo leads a fascinating look into the world of mushrooms.

### Healthy Gardens for Pollinators and People

May 11, 7 p.m. Multipurpose Room.



The Rochester Pollinators show how to identify beneficial insects, choose natural fertilizers and potting soils, and control mosquitos using natural and bee-safe measures. All attendees receive a gift receipt for a free native plant from the Rochester Pollinators' booth at the Rochester Farmers' Market.

## WRITING & BOOKS

### Scribes Writers Workshop

Wednesdays: March 8 & 22, April 12 & 26, May 10 & 24, 1 p.m. Conference Room B.

This drop-in workshop is for those who love to write. Members write on a given topic or thought starter and give and take positive feedback. Registration is not required.

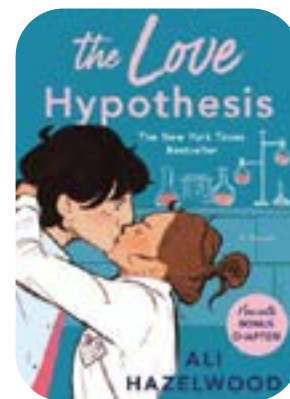
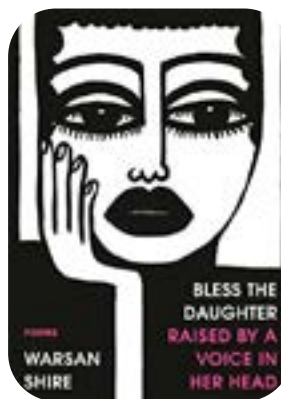
### Books on Tap

Mondays: March 13 & May 8, 7 p.m. Main Street Billiards, VIP Room.

Meet at Main Street Billiards (215 S. Main Street) for a casual book club in a relaxed setting. Talk books and enjoy Main Street Billiards' delicious food and drinks (available for purchase). Pick up copies of the books at the Adult Reference Desk upon registration or download an eBook edition using the Libby app.

**March 13:** *Bless the Daughter Raised by a Voice in Her Head: Poems* by Warsan Shire

**May 8:** *The Love Hypothesis* by Ali Hazelwood





## SPRING CONCERT SERIES

Scan the QR codes with the camera on your mobile device for a music preview!

### Go Sing

Sunday, March 19, 2 p.m. Multipurpose Room.



The Greater Oakland Singers, a community chorus for children, sing classic favorites, global songs, and modern works.



### The Akropolis Reed Quintet

Sunday, April 23, 2 p.m. Multipurpose Room.

The classical chamber ensemble Akropolis Reed Quintet performs selections from their fifth album, *Hymns for Private Use*, which reached #8 on the Classical Billboard charts in November 2022.



### Expressions Musical Academy

Sunday, May 21, 2 p.m. Multipurpose Room.

The staff and faculty of Expressions Musical Academy sing a range of songs, from ancient chants and a cappella to contemporary selections from the Beatles, Stevie Wonder, Disney, and more!



### Between the Lines

Tuesdays: March 21, April 18th & May 16, 2 p.m. Conference Room A.

Thursdays: March 23, April 20 & May 18, 2 p.m. Conference Room A.

Join the library's lively monthly book discussion! Pick up copies of the book at the Adult Reference Desk upon registration or download an audiobook edition using the Libby app.

**March 21:** *Beautiful Country* by Qian Julie Wang

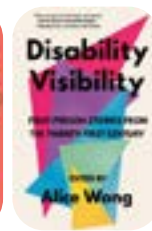
**March 23:** *Lessons in Chemistry* by Bonnie Garmus

**April 18:** *Disability Visibility* by Alice Wong

**April 20:** *Cold Vanish: Seeking the Missing in North America's Wildlands* by Jon Billman

**May 16:** *Lessons in Chemistry* by Bonnie Garmus

**May 18:** *Beautiful Country* by Qian Julie Wang



## POP CULTURE & GAMES

### Adult Board Game Night

Tuesdays: March 21 & April 18, May 16, 7 p.m. Conference Room B.

Calling all tabletop board gamers! Looking to play a new game or maybe meet fellow board gaming friends? Different games are available on each date, or bring one of your favorites from home!

### Know-It-All Trivia Smackdown!

Monday, April 10, 7 p.m.

Main Street Billiards, Solarium.

Know a little bit about everything? Meet at Main Street Billiards (215 S. Main Street) with your team of up to six people and see if you have what it takes to be crowned champions! The top team will win a prize. Food and drinks are available for purchase.



**Behind the Scenes Library Tours** *Wednesday, March 22, 10 a.m.**Thursday, April 13, 3 p.m.**Thursday, May 25, 11 a.m.*

Have you ever wondered how a library works? Join library director Juliane Morian for a behind-the-scenes look at the inner workings of RHPL. Space is limited. Meet in the library lobby.

**CRAFTS****Scrabble® Tile Coasters** *Wednesday, April 26, 6 p.m. Eureka Lab.*

Design a set of four coasters using Scrabble® tiles. Use the tiles to make phrases or mix up all the letters!

**Watercolor Artwork** *Wednesday, May 3, 6 p.m. Multipurpose Room.*

Paint beautiful watercolor flowers using various techniques and styles!

**Recycled CD Book Kit** *Monday, March 20.**Take & Make Kit.**Drive-Thru Window or Adult Reference Desk.*

Create a journal, poetry book, or mini photo album from recycled CDs and paper.

**Third Grow Around:****Self-Watering Seed Tray Kit** *Tuesday, April 4. Take & Make Kit.**Drive-Thru Window or Adult Reference Desk.*

Interested in gardening but worried you do not have a green thumb? Try this self-watering seed tray and leave the rest to mother nature!

**Beaded Wind Chime Kit** *Tuesday, May 16. Take & Make Kit.**Drive-Thru Window or Adult Reference Desk.*

Make a pretty wind chime using beads and bells.

**OUTREACH SERVICES**

Register online at [calendar.rhpl.org](http://calendar.rhpl.org) or scan the QR code at left using the camera on your mobile device. Questions? Call the Outreach Services at 248-650-7150 or send an email to [outreach@rhpl.org](mailto:outreach@rhpl.org). Program registration opens one month before the program date. Dates & times are subject to change. Visit [calendar.rhpl.org](http://calendar.rhpl.org) for updated information.

**Memory Café** *Thursday, March 16, 2-3:30 p.m.**Multipurpose Room.*

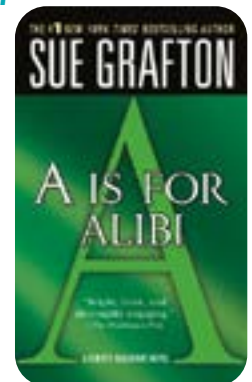
Memory Café is a welcoming place for people with memory challenges and their care partners to socialize in a safe and friendly environment. Questions? Call Outreach Services at 248-650-7150 or send an email to [outreach@rhpl.org](mailto:outreach@rhpl.org).

**English Matters:****ELL Conversation Group** *Tuesdays: April 4- May 23 10 a.m.**Thursdays: April 6-May 25, 7 p.m.**Saturdays: April 8-May 27, 10 a.m.**Conference Room A.*

Conversation groups are a time to come together and discuss hometowns, food, hobbies, jobs, and other informal topics. Joining a group introduces you to new friends and a great time! Questions? Contact Mariano at 248-202-9352 or send an email to [Mariano.Cadiz@rhpl.org](mailto:Mariano.Cadiz@rhpl.org).

**ELL Book Club: *A is for Alibi****Thursdays: March 16-May 18, 10 a.m. Conference Room B.*

Meet with Rebecca L. and other English language learners to read *A is for Alibi* by Sue Grafton and talk about it in a friendly setting. Copies of the book will be available at the first meeting.




*continued from page 5*

Librarians select items by reviewing professional journals, considering current awards and accolades, and more. Reference materials are also regularly reviewed and updated. Donated items are added to the library's collection only if they meet the same quality standards as purchased materials.

"Collections management is a daily practice," said Betsy Raczkowski, head of Youth Services. "I'm always working within my collections to be sure I have the timeliest, popular, classic, and specialty titles all at once. It's a delicate balance to have something for everyone along with enough copies, space to grow the collection, and quality materials that can withstand hundreds of checkouts."

### What is and is not in the library's collection?

A library can hold a finite number of items. However, patrons may ask the library to purchase items not on the shelves or in the catalog or borrow them from another library as part of a statewide lending program. This consortium of libraries provides materials otherwise unavailable to a patron. RHPL also contracts with streaming services and digital platforms such as Hoopla, Libby/OverDrive, and Kanopy to give patrons quick access to current eBooks, audiobooks, movies, and music.

 We strive to find titles that meet different needs.

"For some of the "fun" items like eBooks and feature films, we watch for what's popular in print and in movie theaters," said Allison Sartwell, head of Adult Services. "Patron requests also help us gauge interest before a title is released, particularly for feature films."

Another aspect of collection management is knowing when to replace and remove items. RHPL keeps its collection vital by retaining and

replacing essential materials and removing worn or outdated materials or items no longer in demand.

"Reading reviews to find great materials to share with patrons is something we take seriously because we strive to find titles that meet different needs," said Mary Davis, head of Outreach Services. "It's our goal to provide everyone with something they want from the library. There's no greater compliment than when a patron expresses appreciation for a varied and exciting collection!"

To assist patrons in making choices about the materials they check out, RHPL organizes its collections for ease of use. For example, the library purchases rated feature films whenever possible, and it distinguishes its youth collection by reading levels and interest levels. It is another service RHPL provides to help patrons choose what materials they want to use.

### What if a patron dislikes some items in the library's collection?

Most patrons decide to stop reading or watching something that does not appeal to them. While not typical, sometimes a patron expresses concern over a library book or other materials in the collection. If this happens, RHPL encourages the patron to discuss their concerns with staff. State and federal law already accounts for harmful content, defined as "obscenity" by the U.S. Supreme Court, and does not permit the sale or purchase of obscene materials anywhere in the United States – including bookstores and libraries.

If a patron requests more information about a title they are concerned about, staff librarians may review the item, evaluate professional reviews and awards, assess circulation statistics, and complete a close read or view of the work. Once the review is complete, the library director decides to retain, move, or remove a title.

Patrons may appeal a decision by the library director to the board of trustees. The board's decision is the final part of the review process. In the appeal request, patrons confirm in writing that they have read or watched the work in its entirety. The board of trustees then evaluates the work as a whole to determine its literary, artistic, political, or scientific merit. The material remains in circulation throughout any review process.

### How does RHPL protect a patron's freedom to read?

Library patrons are empowered to decide what is appropriate for them and their families to consume. RHPL staff strives to match the expectations of the entire community when determining where to place titles within the collection. RHPL also affirms parental responsibility in monitoring what children in their care may check out. The board of trustees and the library director ensure the process of collections management is fair and free from bias. Additionally, the board does not endorse specific content within the collection. It would conflict with the public interest for trustees to establish their own political, moral, or aesthetic views as a standard for determining what should be circulated.

What may offend one person may be a source of helpful knowledge to another.

"Librarians must provide materials for a range of interests and ages," Lawson said. "What may offend one person may be a source of helpful knowledge to another. All patrons can decide to engage or not engage with any library materials; it's a matter of personal preference, and RHPL supports their freedom to do so."

*"Rochester Hills Public Library empowers people to explore and create with resources that enlighten, educate, entertain, and inform."*

*- RHPL's Mission Statement*



#### Juliane Morian

##### Library Director

*Bachelor of Arts in American Culture & Political Science, University of Michigan*

*Master's in Library & Information Science, University of Michigan*



#### Mary Davis

##### Head of Outreach Services

*Bachelor of Arts in Psychology, Michigan State University*

*Master's in Library & Information Science, Wayne State University*



#### Allison Sartwell

##### Head of Adult Services

*Bachelor of Arts in Liberal Arts with History Option, Michigan Technological University*

*Master's in Library & Information Science, Indiana University*



#### Betsy Raczkowski

##### Head of Youth Services

*Bachelor of Arts in English, Oakland University*

*Master's in Library & Information Science, Wayne State University*

## TEEN PROGRAMS



Register online at [calendar.rhpl.org](http://calendar.rhpl.org) or scan the QR code at left using the camera on your mobile device. Questions? Call the Adult Reference Desk at 248-650-7130 or send an email to [teen@rhpl.org](mailto:teen@rhpl.org). Program registration opens one month before the program date. Dates & times are subject to change. Visit to [calendar.rhpl.org](http://calendar.rhpl.org) for updated information.



### Video Game Evening

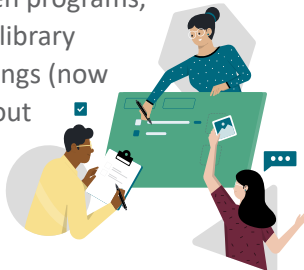
**Wednesdays: March 8, April 5 & May 3, 7 p.m. Multipurpose Room.**

Show your skills at one of our monthly video game tournaments!

### Teen Advisory Board (TAB)

**Wednesdays: March 15, April 12 & May 10, 7 p.m. Conference Room A.**

Share your opinions on teen programs, prizes, displays, and other library matters at these fun meetings (now online and in person). Fill out an RHPL TAB Application at [rhpl.org](http://rhpl.org). Questions? Send an email to the teen librarian at [teen@rhpl.org](mailto:teen@rhpl.org).



### RHPL Players Guild (RPG)

**Wednesdays: March 29, April 26 & May 24, 7 p.m. Conference Room A.**

Join other teens for tabletop games, including board games, card games, role-playing games, and more! Are you interested in becoming a dungeon master for D&D or leading a specific board game? Send an email to [teen@rhpl.org](mailto:teen@rhpl.org) for more information.

### Teens in the Eureka Lab

**Mondays: March 20, April 17 & May 15, 7 p.m.**

Hang out with friends and make crafty items in the Eureka Lab!

**March 20:** Shrinky Key Chains  
**April 17:** Resin Bookmarks  
**May 15:** Rock Photo Holders





# Eureka Lab



Register online at [calendar.rhpl.org](http://calendar.rhpl.org) or scan the QR code at left using the camera on your mobile device. Questions? Call the Adult Reference Desk at 248-650-7130 or send an email to [adult.reference@rhpl.org](mailto:adult.reference@rhpl.org). Program registration opens one month before the program date. Dates & times are subject to change. Visit [calendar.rhpl.org](http://calendar.rhpl.org) for updated information.

## Resin Bookmarks

*Tuesdays: March 7 & 14, 6 p.m.*

Are you interested in learning resin making? Bookmarks are the perfect way to get started!

## Sublimation Puzzles

*Tuesdays: March 21 & 28, 6 p.m.*

Turn a favorite pictures into a puzzle to enjoy for years to come!

## Foil Plant Pots

*Tuesdays: April 4 & 11, 6 p.m.*

Foil pots add a little sparkle to any garden! Spruce up your garden and learn a cool foiling technique.

## Color-Changing Vinyl Glasses

*Tuesdays: April 18 & 25, 6 p.m.*

Make fun drinking glasses with a unique twist – the vinyl changes color when you add your favorite drink!

## Pressed Flower Paper Lanterns

*Tuesdays: May 9 & 16, 6 p.m.*

Pressed flower lanterns are fun to create! They make pretty centerpieces for any space.

## Hot Glue on Canvas Art

*Tuesdays: May 23 & 30, 7 p.m.*

Make a textured canvas using only hot glue!



## YOUTH SERVICES



Register all children attending with the child's RHPL card (if required). See page 2 for information on how to sign up for a library card. Register online at [calendar.rhpl.org](http://calendar.rhpl.org) or scan the QR code using the camera on your mobile device. Questions? Call the Youth Reference Desk at 248-650-7140 or email [youthreference@rhpl.org](mailto:youthreference@rhpl.org). Registration opens one week before the program dates unless otherwise noted. Dates & times are subject to change. Visit [calendar.rhpl.org](http://calendar.rhpl.org) for updated information.

### Parent-Child Workshop

**Monday Sessions:** March 6, 13, 20, 27 & April 3, 10 a.m. Multipurpose Room.  
**Tuesday Sessions:** March 7, 14, 21, 28 & April 4, 10 a.m. Ages 1-3. Multipurpose Room.

Join your favorite youth librarians for a fun, play-based program where families can relax, make friends, and talk with specialists on child development. Register for one session. Registration opens two weeks before the start of the session.

### Big Fun in the Big Room

**Wednesday Sessions:** March 8, 15, 22, 29 & April 5, 10:30 a.m. Multipurpose Room.  
**Thursday Sessions:** March 9, 16, 23, 30 & April 6, 10:30 a.m. Ages 1-5. Multipurpose Room.

Join your favorite youth librarians in the big room for some big fun! Read stories, sing songs, and enjoy active play and movement! Register for one session.

### Evening Family Storytime

**Wednesday, March 8, April 12, & May 10, 7 p.m.**  
**All Ages. Youth Storyroom.**

Join Wendy for a special monthly themed storytime and project for the whole family. Each date requires a separate registration.

### Preschool Fair

**Saturday, March 11, 10 a.m.**  
**Adults Only. Multipurpose Room.**

Parents may drop in and visit with representatives from local preschools and childcare centers. Registration is not required. Call 248-650-7146 for more information.



### How to Catch a Leprechaun

**Monday, March 13, 6 p.m. Ages 3-6.**  
**Youth Storyroom.**

Listen to the story *How to Catch a Leprechaun* and create a Leprechaun craft.



### Lego Club®

**Tuesday, March 14, April 4, May 9, 6 p.m.**  
**Ages 5-12. Youth Storyroom.**

Calling all builders! Let your imagination soar! RHPL provides the Lego® bricks, and you bring your imagination! See your creation displayed in the Youth Room.

### Rockin' World Down Syndrome Day Socks

**Thursday, March 16, 6 p.m.**  
**All Ages. Youth Storyroom.**

On March 21, people all around the world wear brightly colored or mismatched socks to celebrate chromosomal similarities and differences. Come learn more and create your own pair of fun socks to wear that day!



### Zentangle Art for Kids

**Monday, March 27, 6 p.m. Ages 6+.**  
**Youth Storyroom.**

Explore how unplanned, black-and-white drawings can produce amazing visual results! Zentangle art is easy to learn, fun to create, and allows kids to enjoy making art without worrying about the end product.

## Spring Break Scavenger Hunt

*Thursday, March 30. All Day. All Ages.  
Youth Room.*

Get ready for a fun-filled, Spring-themed scavenger hunt at RHPL! Clues will be in the Youth Room. Stop by the Youth Reference Desk to get your sheet. Registration is not required.

## Open Spot Theater

*Saturday, April 1, 12 p.m. Ages 8 +.  
Multipurpose Room.*



In this theater class for all abilities, kids will learn singing, acting, and dancing from the professionals at Open Spot Theater and participate in a showcase at the end of the program.

## Bunny Tales and Tails

### Take & Make

*Monday, April 3. Ages 3-8. Youth Room.*

Register to pick up a colorful bunny craft kit and link to a related eBook.

## PEEPS® Dioramas

*Thursday, April 6, 6 p.m. Ages 5-12.  
Youth Storyroom.*

Hop into the library for a fun springtime craft! Use your imagination to turn a shoebox and some PEEPS® marshmallow candy into a scene from your favorite book!

## Free Play Saturday!

*Saturday, April 8 & May 13, 10 a.m. Ages 1-5.  
Multipurpose Room.*

Enjoy a fun-filled hour of play-based learning for toddlers and preschoolers. Each date has a separate registration.

## Earth Day Seed Bombs

### Take & Make

*Monday, April 17-Monday, April 24.  
All Day. All Ages. Youth Room.*

Register to pick up a seed kit. One kit will make three to four seed bombs.



## Storytime @ Rotary Park

*Monday, April 17 & May 15; Tuesday, April 25 & May 23; Wednesday, May 3; and Thursday, May 11, 11 a.m. Ages Birth-5. Rotary Park.*

Join your favorite youth librarians for storytime in the park! Each date has a separate registration.

## Let's Look at Cells!

*Monday, April 17, 6 p.m.  
Ages 8 +. Youth Storyroom.*

Discover what cells are, how they create energy, and what makes them so neat!



## ½ Way to Halloween:

### Adopt a Glove Monster

*Monday, April 24, 6 p.m. Grades 1-4.  
Youth Storyroom.*

We are halfway to the spooky season! Come to RHPL to create a glove monster to adopt!

## Authors in April Autograph Party

*Wednesday, April 26, 4-6 p.m. All Ages.  
Multipurpose Room.*

The 2023 AIA authors will be at RHPL to sign books. Limited quantities and titles will be available for purchase. Visit [authorsinapril.org](http://authorsinapril.org) for more information.



## Mother's Day Take & Make

*Monday, May 8-Saturday, May 13. All Day.  
Ages Birth-12. Youth Room.*

Register to pick up a kit full of Mother's Day crafts to make for the mom in your life!

## Magical Pet Terrariums

*Thursday, May 11, 6 p.m. Ages 5-12.  
Youth Storyroom.*

Have you ever wanted a unicorn or dragon for a pet? Come to RHPL to make a magical pet terrarium!

## Summer Scavenger Hunt

*Friday, May 19. All Day. All Ages. Youth Room.*

Get ready for a fun-filled, Summer-themed scavenger hunt at RHPL! Clues will be in the Youth Room. Stop by the Youth Reference Desk to get your sheet. Registration is not required.





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## Rochester Hills Public Library programs and news

### The Boblo Islanders in concert

Join the The Boblo Islanders on Sunday, January 15 at 2 p.m. in the library's Multipurpose Room for a winter afternoon with this Detroit-based quartet. You'll dance in your seat to their unique and original combination of Hawaiian, pop, and retro musical stylings. Wear your favorite Hawaiian shirt and join the fun at RHPL. This event is open to the public. Registration is required; visit [calendar.rhpl.org](http://calendar.rhpl.org) or call 248-656-2900.

### Dr. Stanley Berry will discuss his debut novel, *A Fight for Full Disclosure*

Rochester Hills Public Library will welcome Dr. Stanley Berry, renowned chair of Obstetrics and Gynecology at Wayne State University School of Medicine, on Tuesday, January 17, at 7 p.m. in the Multipurpose Room. Dr. Berry will discuss his debut novel, *A Fight for Full Disclosure*, about a hospital department head who fights his employer for full disclosure about a patient's death after routine surgery.

Dr. Berry is a maternal-fetal medicine physician who has provided care to women

with high-risk pregnancies for 37 years. His outstanding research earned him a "Hero of the Frontline" recognition from *Time Magazine* in 2020.

This event is open to the public. Registration is required; visit [calendar.rhpl.org](http://calendar.rhpl.org) or call 248-656-2900.

### Holistic health coach Shpresa Toma presents "Health Talk: Sugar Blues"

Rochester Hills Public Library will host holistic health coach Shpresa Toma for "Health Talk: Sugar Blues," on Thursday, January 19, at 7 p.m. in the Multipurpose Room. Toma will explain how to kick sugar cravings and discuss what those cravings tell us about whether watching television makes people hungrier, more tired, and overweight.

Toma received a bachelor of science degree in Applied Health Science from Oakland University. She is also a certified physical therapist assistant with Beaumont Health.

This event is open to the public. Registration is required; visit [calendar.rhpl.org](http://calendar.rhpl.org) or call 248-656-2900.

### Film screening with Dr. Arifa Javed, documentary filmmaker and sociology professor

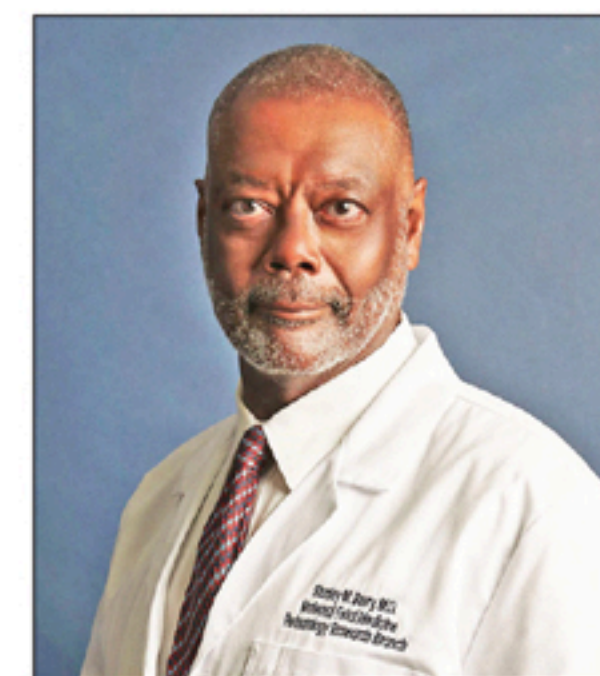
RHPL will welcome Dr. Arifa Javed, documentary filmmaker and sociology professor, on Tuesday, January 24 at 7 p.m. in the Multipurpose Room at a screening of her film, *The Season in the Mist: A Story of Sikhs in America*. This Michigan-made documentary features interviews with members of the Sikh minority of Indian immigrants and addresses the contributions Sikhs have made to American society. Dr. Javed's cross-cultural experiences – first in India and then as an immigrant in America – drove her to seek a deeper understanding of issues from a rational and neutral perspective. This film is not rated.

This event is open to the public. Registration is

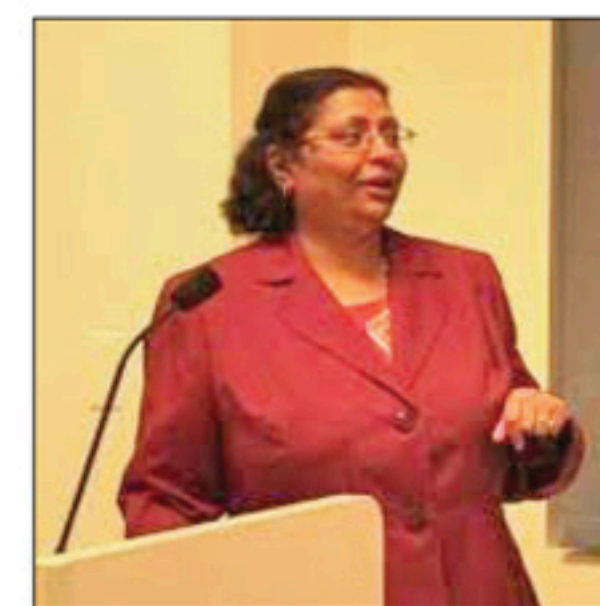
required; visit [calendar.rhpl.org](http://calendar.rhpl.org) or call 248-656-2900.



Boblo Islanders



Dr. Stanley Berry



Dr. Arifa Javed

### Dr. Felix Lee will present "Health Talk: Bladder and Bowel Control"

Dr. Felix Lee, a colorectal surgeon, will present "Health Talk: Bladder and Bowel Control," on Thursday, January 26 at 7 p.m. in the library's Multipurpose Room. She will discuss matters related to bladder and bowel health.

Dr. Lee was born in Seoul, South Korea, and grew up mostly in Toronto, Canada. He obtained his medical degree from the University of Kentucky College of Medicine.

Continued on page 9

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JUST SO YOU KNOW

## Hilary Petcoff joins Lynn Baker and Deby Gannes' Realty Team at Sotheby's

Lynn Baker and Deby Gannes of Signature Sotheby's International Realty, welcome new team member Hilary Petcoff to their Birmingham office.

Hilary brings a diverse array of skills to her clients, most notably from her law and business degrees. She is trained in negotiation and real estate law, and understands the complexities of the local market as a resident and businessperson. Hilary is a residential property owner and investor in commercial real estate, and has a passion for real estate.

"I am an attorney who was working in-house at an insurance company that specializes in property casualty insurance. I have always been interested in real estate. I have known Deby Gannes for my entire life and decided to make the switch to work with her. I have a unique background

in law, insurance, and education in business (MBA) that really gives me a comprehensive understanding of real estate and the market," she said.

When asked why she made the career change, she said, "I prefer real estate because every day is something different. I am social and like that aspect, but I also like helping people either find the right home for them or move on from one. You really get to know people well in the process."

While Hilary is not currently litigating, she is able to handle contractual issues or drafting. She can advise on insurance, contractual, or property law issues. She is able to do the over-and-above legal work that clients

may need, such as drafting an agreement to hold funds in escrow at closing instead of the title company.

An active, life-long resident of Birmingham, Hilary and her family love Rochester, especially during the holidays.

"Our children like to see the city lights each year. Our favorite restaurant in all of metro Detroit is the classic Rochester Chop House. In the fall, we frequent Yates Cider Mill. I grew up going there Sundays after church with my family," she shared.

To learn more about Hilary and the rest of the team at Signature | Sotheby's International Realty in Birmingham, visit [signaturesir.com](http://signaturesir.com) or call 248-515-8651.



Hilary Petcoff

## Rochester Hills Library *Continued from page 4*

He completed his general surgery training at St. Joseph Mercy Ann Arbor and his fellowship in colorectal surgery at the Swedish Medical Center in Seattle, WA.

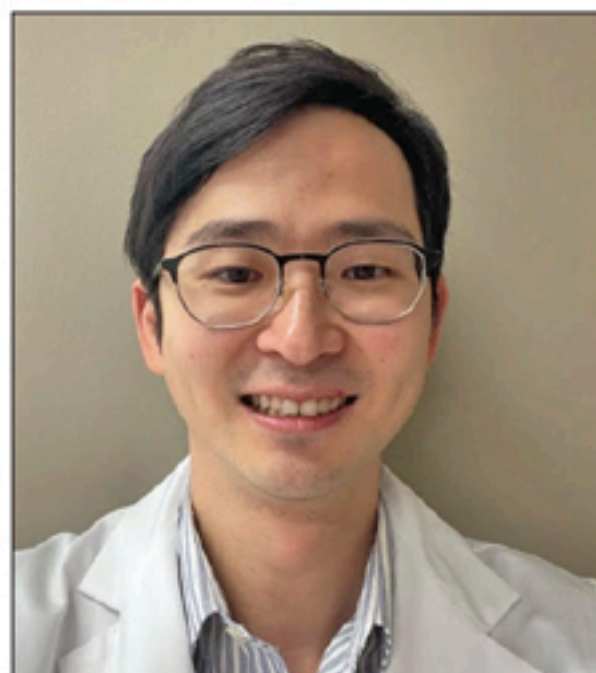
*This event is open to the public. Registration is required; visit [calendar.rhpl.org](http://calendar.rhpl.org) or call 248-656-2900.*

**Author Jae Oh discusses how to "Maximize Your Medicare"**

Rochester Hills Public Library welcomes Jae Oh, author of "Maximize Your

Medicare" on Tuesday, January 31 at 7 p.m. in the library's Multipurpose Room. Oh will explain Medicare Parts A and B, prescription drug benefits, Medigap and Medicare Advantage, and the Inflation Reduction Act in detail during this information-only presentation. Questions will be welcomed throughout the discussion.

*This event is open to the public. Registration is required; visit [calendar.rhpl.org](http://calendar.rhpl.org) or call 248-656-2900.*



Dr. Felix Lee



Author Jae Oh



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# Rochester Hills Public Library programs and news

**Movie night at Rochester Hills Public Library**  
The public is invited to enjoy a movie night at Rochester Hills Public

Library with a screening of the award-winning film, *The Last Black Man in San Francisco*, on February 7 at 7 p.m. in the library's Mul-

tipurpose Room. Based on a true story, the film stars Jimmie Fails and Danny Glover, and is a poignant and sweeping story of

hometowns and how they're made—and kept alive—by the people who love them. *The Last Black Man in San Francisco* premiered at the Sundance Film Festival in 2019 and was awarded Best Directing along with a Special Jury Prize for Creative Collaboration. Registrants may bring their own non-alcoholic beverages to enjoy during the film. Light refreshments will be provided.

43 years of experience as a registered nurse and is a certified Teepa Snow dementia trainer and dementia practitioner NCCDP.

This event is open to the public. Registration is required; visit [calendar.rhpl.org](http://calendar.rhpl.org) or call 248-656-2900.

**The "Boogie Woogie Kid" in concert**

Rochester Hills Public Library welcomes back Matthew Ball (aka The Boogie Woogie Kid) for another entertaining family concert on Sunday, February 19 at 2 p.m. in the library's Multipurpose Room. Ball's

performance features New Orleans songs, Boogie-Woogie piano, and Swing-era favorites from the American Songbook. He'll perform classics like "In the Mood," "Just a Closer Walk with Thee," "Basin Street Blues," "It Had to be You," "Glory of Love," "Bumble Boogie," and more. For a preview, visit Matthew on Facebook or online as "The Boogie Woogie Kid."

This event is open to the public. Registration is required; visit [calendar.rhpl.org](http://calendar.rhpl.org) or call 248-656-2900.

**Michigan Beer: A Heady History**

Rochester Hills Public Library welcomes author Patti F. Smith on Tuesday, February 21 at 7 p.m. in the library's Multipurpose Room for an intoxicating ride through the beers of the early settlers to

Prohibition and those that remained standing after two world wars.

Smith is the author of three nonfiction books and one novel. She has written for *CraftBeer.com*, *West Suburban Living* magazine, and the *Ann Arbor Observer*. Smith is a frequent public speaker and storyteller throughout metro Detroit.

This event is open to the public. Registration is required; visit [calendar.rhpl.org](http://calendar.rhpl.org) or call 248-656-2900.

*This film is Rated R (17+). Persons under 17 years of age require an accompanying parent or adult guardian. Space is limited; registration is required by visiting [calendar.rhpl.org](http://calendar.rhpl.org) or calling 248-656-2900.*

**"The Refugee Experience" – a personal and poignant talk**

Rochester Hills Public Library is pleased to present a special event titled, "The Refugee Experience," on Wednesday, February 8 at 7 p.m. in the library's Multipurpose Room. Hear the stories and discover the journey Sayed Nizamuddin Hashimi and his family took from Kabul, Afghanistan, to Rochester, Michigan, in this personal and poignant talk about their refugee experience.

This event is open to the public. Registration is required; visit [calendar.rhpl.org](http://calendar.rhpl.org) or call 248-656-2900.

**Living with Dementia: Part Four**

Rochester Hills Public Library will present part four of the lecture series "Living with Dementia" with Vicki Klanke RN, CDP, on February 16 at 7 p.m. in the library's Multipurpose Room. Klanke discusses the caregiving journey for those assisting dementia patients and teaches skills to provide care with confidence and compassion.

Klanke is a nurse consultant/educator with over

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H	E	A	R	T	S	J	Y	K	A	Z	B	X	X	V	Y	D	N	A	C
W	B	W	Z	S	B	D	N	C	T	O	U	J	J	E	T	A	D	L	L
H	M	Q	I	L	O	K	Q	X	S	R	E	W	O	L	F	C	O	R	A
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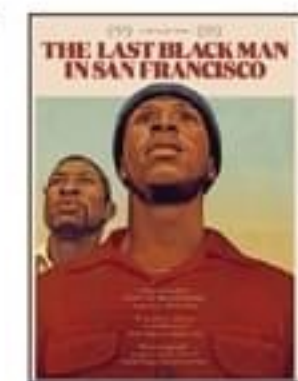
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## **Oakland County community calendar Jan. 1 and beyond**

- Rochester Hills Public Library to host local wellness and mindset coach Courtney Jones for “Vision Board Experience: Envision Your Best Year”, 7 p.m. Jan. 5, the library, 500 Olde Towne Road, Rochester. Supplies provided. Event is open to library cardholders. Registration is required at [calendar.rhpl.org](http://calendar.rhpl.org) or call 248-656-2900.

**Oakland Press, January 1, 2023**

## **Oakland County community calendar Jan. 8 and beyond**

- Rochester Hills Public Library to host holistic health coach Shpresa Toma for “Health Talk: Sugar Blues” is at 7 p.m. Jan. 19, open to the public. Registration is required at [calendar.rhpl.org](http://calendar.rhpl.org) or call 248-656-2900.


**Oakland Press, January 8, 2023**

# A Story of Sikhs in America comes to the Rochester Hills Public Library

 JANUARY 10, 2023 BY [ROCHESTER MEDIA](#)  [LEAVE A COMMENT](#)

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Rochester Hills Public Library (RHPL) welcomes Dr. Arifa Javed, documentary filmmaker and sociology professor, on Tuesday, January 24 at 7:00 p.m. in the Multipurpose Room to screen her film, *The Season in the Mist: A Story of Sikhs in America*.



This Michigan-made documentary interviews members of the Sikh minority among Indian immigrants and addresses the contributions Sikhs have made to American society. Dr. Javed's cross-cultural experiences – first within India and then as an immigrant in America – drove her to seek a deeper understanding of such issues from a rational and neutral perspective. This film is not rated.

This program is open to the public. Registration is required. To register, visit [calendar.rhpl.org](http://calendar.rhpl.org) or call 248-656-2900.

Rochester Media, January 10, 2023

## Metro Detroit entertainment calendar this weekend

• The Boblo Islanders: 2 p.m. Jan. 15, Rochester Hills Public Library, 500 Olde Towne Road, Rochester, open to the public, wearing of Hawaiian shirts encouraged, registration is required, [calendar.rhpl.org](http://calendar.rhpl.org), 248-656-2900.

Oakland Press, January 12, 2023

## **Oakland County community calendar Jan. 15 and beyond**

- Rochester Hills Public Library to host holistic health coach Shpresa Toma for “Health Talk: Sugar Blues” is at 7 p.m. Jan. 19, open to the public. Registration is required at [calendar.rhpl.org](http://calendar.rhpl.org) or call 248-656-2900.
- Rochester Hills Public Library to host Arifa Javed, documentary filmmaker and sociology professor, 7 p.m. Jan. 24, Rochester Hills Public Library, 500 Olde Towne Road, Rochester. Registration is required at [calendar.rhpl.org](http://calendar.rhpl.org) or call 248-656-2900.
- Rochester Hills Public Library to host Dr. Felix Lee for “Health Talk: Bladder & Bowel Control,” 7 p.m. Jan. 26, Rochester Hills Public Library, 500 Olde Towne Road, Rochester. Registration is required at [calendar.rhpl.org](http://calendar.rhpl.org) or call 248-656-2900.

**Royal Oak Tribune, January 15, 2023**

## **Oakland County community calendar Jan. 22 and beyond**

- Rochester Hills Public Library to host Arifa Javed, documentary filmmaker and sociology professor, 7 p.m. Jan. 24, Rochester Hills Public Library, 500 Olde Towne Road, Rochester. Registration is required at [calendar.rhpl.org](http://calendar.rhpl.org) or call 248-656-2900.
- Rochester Hills Public Library to host Dr. Felix Lee for “Health Talk: Bladder & Bowel Control,” 7 p.m. Jan. 26, Rochester Hills Public Library, 500 Olde Towne Road, Rochester. Registration is required at [calendar.rhpl.org](http://calendar.rhpl.org) or call 248-656-2900.

**Oakland Press, January 22, 2023**

## **Oakland County community calendar Jan. 29 and beyond**

• Rochester Hills Public Library to host author Jae Oh for “Maximize Your Medicare” discussion at 7 p.m. Jan. 31, Rochester Hills Public Library, 500 Olde Towne Road, Rochester. Registration is required at [calendar.rhpl.org](http://calendar.rhpl.org) or call 248-656-2900.

**Oakland Press, January 29, 2023**

## **Senior activities happening around Oakland and Macomb counties**

Feb. 16: Rochester Hills Public Library will present part four of the lecture series “Living with Dementia” with Vicki Klanke RN, CDP, on Feb. 16 at 7 p.m. in the library’s Multipurpose Room. Klanke discusses the caregiving journey for those assisting dementia patients and teaches skills to provide care with confidence and compassion. Klanke is a nurse consultant/educator with over 43 years of experience as a registered nurse and is a certified Teepa Snow dementia trainer and dementia practitioner NCCDP. This event is open to the public. Registration is required. To register, visit [calendar.rhpl.org](http://calendar.rhpl.org) or call 248-656-2900.

**Royal Oak Tribune, January 30, 2023**



# Library Director's Report



ROCHESTER HILLS  
PUBLIC LIBRARY

## Director's Report

February 13, 2023

### 1. After Hours Fun For All Event

The first annual Library After Hours event was a success with just over 600 patrons in attendance. 20 staff were on hand to assist with live music in the MPR (Nile Sirius Creator and Band and Caitlin Drinkard), coffee, tea, hot cocoa, and cookies in the lobby (which was outfitted with comfortable seating), and a snow monster craft and "outdoor" games in the youth room. Patrons enjoyed for a warm place to rest as well as the ambiance and entertainment that a library after hours can provide. Parents of young patrons were happy to have activities to keep kids busy. Teens made the most of the second floor space, which was dedicated to a Nerf at Night showdown. Hopefully, in the following years, the DDA will advertise the library as an official stop during Fire and Ice weekend. Moving forward, RHPL should strongly consider running this program again with similar activities and offerings, and would benefit from earlier and ongoing advertisements of the program as well as sharing early closing information. Additionally, a committee or more organized assemblage of staff might be more helpful in the planning and implementation stages.

### 2. Michigan Minimum Wage and Paid Sick Leave Update

The Michigan Court of Appeals has reversed a lower Court of Claims decision and affirmed the 2018 Michigan Legislature's actions with respect to the Paid Medical Leave Act (PMLA) and the original Improved Workforce Opportunity Wage Act (IWOWA). As a result the Earned Sick Time Act and the revised IWOWA will not be going into effect on February 19, 2023. RHPL's personnel policies pertaining to paid sick leave are in compliance with the existing Michigan Paid Medical Leave Act. As a result of this court decision, the minimum wage will remain at \$10.10 an hour. It is possible that the decision will be appealed to the Michigan Supreme Court, however, during any appeal, the PMLA and minimum wage remain unchanged.

### 3. LibLearnX 2023

I attended the LibLearnX Conference in New Orleans, LA from January 27<sup>th</sup> – January 30<sup>th</sup>. This conference was reimagined for 2023 in footprint of a previous ALA conference that had focused on division meetings and workgroups. The rebooted conference had a focus on quality over quantity and skill building opportunities for library professionals. I served as Chair of the Programming Subcommittee which was charged with preparing a lineup of education sessions that had broad appeal, quality speakers, and contemporary topics suited to a national audience. The feedback regarding programs has been positive and I have been asked to serve on the ALA Annual Conference program to continue my work. It is an honor to be selected on to this committee and I am eager to be an emerging voice within ALA regarding the kinds of programs that modern day library professionals seek.

### 4. Locker Demonstration

On Friday, February 3, 2023 a small group of RHPL staff and board members from the Rochester Hills and the Oakland Township library boards visited the Orion Township Public Library for a demonstration of their locker system. Good discussion ensued about leasing versus purchasing,

starting with a small amount of lockers and adding modules as demand grows, selecting a vendor with a good reputation for usability and ease of use (especially if RHPL’s lockers are not mediated or monitored by staff), and investigating adoption-rate data when lockers are in remote locations. A locker system is estimated to cost \$50k to purchase with \$3500 in maintenance each year, or \$10K - \$15K to lease per year.

**5. Website Redesign**

The RHPL web team is finalizing a website redesign. The timing is designed to complement a significant online catalog upgrade from the ILS, Innovative Interfaces, Inc. Both the website and new online catalog are slated to go live at the end of March. The new website conforms to a high level of accessibility standards, features integrated third-party products for a seamless library experience, and it streamlines information on the site to the most popular library news and information. The site will go through a period of review prior to launch in order to solicit feedback from stakeholders and complete user testing.

**6. Upcoming Events**

February 24, 2023	Friends of RHPL board meeting, 7pm
February 27, 2023	Community Outlook Breakfast, 9am (Oakland University, ticketed event)
March 13, 2023	RHPL Board of Trustees meeting, 7pm
Week of April 3 <sup>rd</sup>	Audit review with Finance Committee
April 9, 2023	RHPL is closed in observance of Easter Sunday
April 10, 2023	RHPL Board of Trustees meeting, 7pm
April 21, 2023	Volunteer Luncheon



## Statistical Report - Usage for the month of January 2023

<i>Circulation</i>	LY Month	Month	MTM	Last YTD	YTD	YTY
Staff-Assisted	13,293	13,689	3.0%	13,293	13,689	3.0%
Self Check	27,518	31,232	13.5%	27,518	31,232	13.5%
Renewals	49,523	50,234	1.4%	49,523	50,234	1.4%
e-Materials	21,270	21,384	0.5%	21,270	21,384	0.5%
Bookmobile	2,412	3,485	44.5%	2,477	3,485	40.7%
Mini-Branch	1,541	1,509	-2.1%	1,541	1,509	-2.1%
OTBS Circ	7,295	6,777	-7.1%	7,254	6,704	-7.6%
MeLCat Borrowed	1,702	1,649	-3.1%	1,702	1,649	-3.1%
MeLCat Loaned	2,291	2,522	10.1%	2,291	2,522	10.1%
<b>Total Circulation</b>	<b>126,845</b>	<b>132,481</b>	<b>4.4%</b>	<b>126,910</b>	<b>132,481</b>	<b>4.4%</b>

<i>Other Statistics</i>	LY Month	Month	MTM	Last YTD	YTD	YTY
In-Person Visits	25,801	36,072	39.8%	25,801	36,072	39.8%
Meeting Rooms	48	55	14.6%	48	55	14.6%
Study Rooms	609	750	23.2%	609	750	23.2%
Adult Programs	21	17	-19.0%	21	17	-19.0%
--Attendance	297	397	33.7%	297	397	33.7%
Teen Programs	5	4	-20.0%	5	4	-20.0%
--Attendance	10	20	100.0%	10	20	100.0%
Youth Programs	6	30	400.0%	6	30	400.0%
--Attendance	292	1,419	386.0%	292	1,419	386.0%
Computer Use	1,109	1,679	51.4%	1,109	1,679	51.4%
Wireless Use	4,564	5,464	19.7%	4,564	5,464	19.7%
Database Use	6,520	5,868	-10.0%	6,520	5,868	-10.0%
Volunteer Hours	371	391	5.4%	371	391	5.4%

### Number of Library Card Holders

<i>Municipality</i>	LY Month	Month	% Total
Rochester Hills	44,657	48,290	65.5%
Rochester	9,147	10,445	14.2%
Oakland	9,875	10,344	14.0%
Michicard	217	366	0.5%
Non-residents	3,833	4,303	5.8%
<b>Total Card</b>	<b>67,729</b>	<b>73,748</b>	<b>100%</b>

### Number of Items

<i>Type</i>	LY Month	Month
Print	236,574	250,015
Audio	18,059	18,635
Video	47,106	45,398
Other	431	423
E-Material	20,661	24,483
<b>Total</b>	<b>322,831</b>	<b>338,954</b>

## **Committee Updates**



ROCHESTER HILLS  
PUBLIC LIBRARY

## Employee Conduct Policy

### Policy Statement

To assure orderly operations, offer quality service to the public, provide the best possible work environment, and protect the interests and safety of all employees and the employer, the library expects employees to follow certain rules of conduct. It is not possible, however, to list all rules or forms of behavior that are considered unacceptable in the workplace. The following are examples of infractions or rules of conduct that may result in disciplinary action, up to and including termination of employment.

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### Regulations

1. While on duty and/or on library property, employees are expected to avoid the conduct listed below and to observe “common sense” and socially acceptable standards of conduct.
  - A. Excessive, unexcused absenteeism.
  - B. Unexcused or excessive tardiness.
  - C. Theft or inappropriate removal or possession of library/other employee/patron property.
  - D. Providing false information on an employment application, time cards or any other record.
  - E. Insubordination, which includes not only refusal to carry out directions given by a supervisor, but also receiving such directions in an insolent manner.
  - F. Inefficiency, negligence, or non-performance of assigned duties.
  - G. Rude or inappropriate behavior to or harassment of –patrons, other employees, or others.
  - H. Use of profanity or inappropriate references to another individual’s race, color, religion, marital status, gender, gender identity, gender expression, sexual orientation, familial status, family responsibilities, veteran status, age, sex, height, weight, national origin, genetic information, disability or other classification protected under federal, state or local law.
  - I. Possessing, using or being impaired by or having one’s performance affected by intoxicating beverages, narcotics or controlled or illegal substances on library property.
  - J. Smoking in the library’s facilities.<sup>1</sup>

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<sup>1</sup> Michigan Clean Air Act, P.A. 198 of 1986

**Employee Conduct Policy**

- K. Divulging confidential information<sup>2</sup>.
  - L. Destruction of or defacing library property, or the property of a patron or other employee.
  - M. Possession of dangerous or unauthorized materials, such as weapons, but not limited to, firearms, knives with blades longer than 3" or other weapons on library property.
  - N. Provoking a fight or fighting during working hours, on library property or while conducting library business.
  - O. Engaging in criminal conduct whether or not related to job performance.
  - P. Causing, creating or participating in a disruption of any kind during working hours, on Library property or while conducting Library business.
  - Q. Sleeping or malingering on the job.
  - R. Working overtime without authorization or refusing to work assigned overtime.
  - S. Wearing extreme, unprofessional or inappropriate styles of dress or hair while working.
  - T. Acts of sabotage or other interference with library operations.
  - U. Fraud committed by knowingly accepting pay for operations not performed or time not worked.
  - V. Use of phones, e-mail, texting, instant messaging or social networking sites for personal business unless on a break or in case of an emergency
  - W. Acceptance of monetary gifts.
  - X. Violation of any policy contained in this manual.
2. Engaging in any of the above conduct can result in discipline, up to and including discharge, at the sole discretion of the library director.
  3. Further, the library director retains the right to terminate employees for failure to perform work to the satisfaction of the library director.
  4. Notwithstanding the above, including the listing of standards of conduct and/or the issuance of corrective disciplinary action, employees are at-will and can be terminated with or without cause, with or without notice, employees are employed at will and can be terminated with or without cause, with or without notice.
  5. These rules are not intended to and should not be interpreted to interfere with any rights accorded to employees under local, state or federal law, including the right to

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<sup>2</sup> Including but not limited to MLC 397.601 et seq. Library Privacy Act

organize and to engage in protected activity (e.g., discussion of wages and other terms and conditions of employment).

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Approved: February 14, 2011  
Rochester Hills Public Library Board of Trustees





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**Melvin J. Muskovitz**



## MEMORANDUM

**Attorney-Client Privileged**

**TO:** Juliane Morian  
**FROM:** Melvin J. Muskovitz  
**RE:** Personnel Manual Issues  
**DATE:** January 3, 2023

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This Memorandum is in response to questions in your December 13 email related to: (A) the inclusion of “gender expression” as a protected classification; (B) whether the library can legally prohibit employees from possessing weapons at work (policy WORK-1 1.M); and (C) the use by employees of legally prescribed narcotics (policy WORK-1 1.I). Each issue is discussed below.

A. **“Gender Expression”**

1. There is no universally recognized or “legal” definition of “gender discrimination”. Gender expression has, however, been defined in a number of contexts. For example:
  - How a person represents or expresses one’s gender identify to others, often through characteristic behavior, clothing, hairstyles, voice, or body. (U.S. Department of Labor Policies on Gender Identity)
  - Gender expression is the external appearance of a person's gender identity. This includes, among many other characteristics, their appearance, mannerisms, clothing, hair, makeup, and voice. (State of Washington)
  - Gender expression describes the external characteristics and behaviors that are socially defined as either masculine or feminine, such as dress, mannerisms, speech patterns and social interactions. (New York City Human Rights Commission's "Guidelines Regarding Gender Identity Discrimination")

2. “Gender Expression” is not listed as a protected classification in either Title VII of the Civil Rights Act (Federal) or the Elliott-Larsen Civil Rights Act (Michigan). In fact, neither “sexual orientation” nor “gender identity” is listed, although both have been found to be protected classifications by the United States Supreme Court and other federal courts, as well as by Michigan courts.
3. As pointed out in your email, the United States Supreme Court did not reference “gender expression” in its decision in *Bostock v Clayton County, Georgia*. That should not, however, be interpreted as meaning that gender expression is not a protected characteristic because, how the employee presented, was not at issue in that case and was not the basis for the employee’s termination of employment. In *Bostock*, the issue before the Supreme Court was whether an employee was illegally terminated for conduct “unbecoming” a county employee shortly after he began participating in a gay recreational softball league. The Supreme Court held that firing individuals because of their sexual orientation or transgender status violates Title VII’s prohibition on discrimination because of sex. The Court reached its holding by focusing on the plain text of Title VII. As the Court explained, “discrimination based on homosexuality or transgender status necessarily entails discrimination based on sex; the first cannot happen without the second.” In essence, discrimination on the basis of sexual orientation or gender identity is tantamount to discrimination on the basis of sex and, therefore, prohibited under both federal and state anti-discrimination laws.
4. The analysis that an adverse action taken because of an employee’s sexual orientation or gender identity is illegal, would apply equally if an adverse action is taken because of an employee’s gender expression. It is for this reason that gender expression was included in the EEO policy. By including it, both employees and library administration are put on notice of the extent of protections accorded to employees.
5. With respect to the Personnel Policy Manual, I suggest that GEN-3 be changed as follows:

GEN-3: The library is an equal opportunity employer. It is the library’s policy that all decisions affecting employment are made without regard to an individual’s race, color, religion, marital status, gender, gender identity—(including gender expression), sexual orientation, familial status, family responsibilities, veteran status, age, sex, height, weight, national origin, genetic information, disability or other classification protected under federal, state or local law.

Also, for uniformity, I suggest that the protected classifications in WORK-1 1.H mirror those listed in GEN-3 and be changed as follows:

Use of profanity or ~~other~~ inappropriate references to another individual's ~~race, color, religion, marital status, age, sexual orientation, gender identity, height, weight, national origin or disability, or any other characteristic protected by law~~ race, color, religion, marital status, gender, gender identity, gender expression, sexual orientation, familial status, family responsibilities, veteran status, age, sex, height, weight, national origin, genetic information, disability or other classification protected under federal, state or local law.

6. To avoid potential questions, the library could include a definition of gender expression (and gender identity and sexual orientation), in GEN-2 Definitions.

B. **Prohibiting Weapons at Work**

1. **Library Policy** Regulation 1.M lists as unacceptable conduct "Possession of dangerous or unauthorized materials, such as weapons, but not limited to firearms...on library property." As discussed below, the prohibition against employees bringing a firearm on library property is legal, both with respect to concealed weapons and open possession.<sup>1</sup>
2. **Concealed Weapons**
  - a. With certain limited exceptions, none of which apply to the library, Section 5n of the Michigan Firearms Act (Act 372 of 1927) provides that [An] employer shall not prohibit an employee from doing either of the following:
    - (i) Applying for or receiving a license to carry a concealed pistol under this act.
    - (ii) Carrying a concealed pistol in compliance with a license issued under this act. **This subdivision does not prohibit an employer from prohibiting an employee from carrying a concealed pistol in the course of his or her employment with that employer.** (Emphasis added) MCL 28.425N(2)(b) (Emphasis added)
  - b. Thus, while the library cannot generally prohibit employees from carrying a concealed pistol, it can prohibit them from bringing a concealed pistol to work.<sup>2</sup>

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<sup>1</sup> The legal analysis differs depending on whether a weapons ban applies to library employees or to others accessing the library. The above analysis is limited to restrictions that apply to employees.

<sup>2</sup> A pistol is defined in the Michigan Penal code as a "loaded or unloaded firearm that is 26 inches or less in length, or a loaded or unloaded firearm that by its construction and appearance conceals itself as a firearm." MCL 750.222(f)

3. **Open Possession** The issue is not as straightforward, but as with concealed weapons, the library can prohibit its employees from openly possessing weapons at work.
  - a. Pursuant to Michigan's Firearms and Ammunition Act (Act 319 of 1990), with certain exceptions, a local unit of government is prohibited from "imposing certain restrictions on the ownership, registration, purchase, sale, transfer, transportation, or possession of pistols, other firearms, or pneumatic guns, ammunition for pistols or other firearms, or components of pistols or other firearms." One of the exceptions allows a local unit of government to prohibit or regulate the transportation, carrying, or possession of pistols, other firearms, or pneumatic guns **by employees of that local unit.**<sup>3</sup>
  - b. "Local unit of government" is defined in Act 319 to mean a "city, village, township or county." While the library was formed under Act 164 of 1877 (City, Village, and Township Libraries) and it is funded by a millage that is collected and disbursed by the City of Rochester Hills, it is not a city and the statute does not contain language that would apply its provisions to entities created by a city. Indeed, in interpreting the scope of Act 319, the Michigan Supreme Court in a case involving the Ann Arbor Public Schools (*Michigan Gun Owners, Inc. v. Ann Arbor Public Schools*), the Court read the definition of "local unit of government" in a literal manner, and referred to it as a "precise list of local units of government prohibited from regulating firearms." Thus, the library would not be able to rely on Act 319 as authority to allow it to ban employees from bringing pistols/firearms to work. Nevertheless, as discussed below, the library does have the right to impose such a ban.
  - c. Since the library cannot rely on Act 319 to ban employees from bringing firearms to work, the issue is whether the library is otherwise allowed to impose such a ban. The answer is "Yes" if the library can clear the following two hurdles: (1) it must not be prevented under the "preemption doctrine"

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attached. A firearm is defined as "any weapon which will, is designed to, or may readily be converted to expel a projectile by action of an explosive." MCL 750.222(e) attached.

<sup>3</sup> Section 3 of Act 319 of 1990 provides as follows: This act does not prohibit a local unit of government from doing any of the following:...(b) Prohibiting or regulating the transportation, carrying, or possession of pistols, other firearms, or pneumatic guns by employees of that local unit of government in the course of their employment with that local unit of government.

from adopting the regulation; and (2) the regulation must not conflict with a state law or regulation.

- d. Preemption is a legal doctrine that allows a higher level of government (i.e., the state) to limit or even eliminate the power of a lower level of government (i.e., the library) to regulate a specific issue.
- e. With respect to preemption, the Supreme Court answered that question in the Ann Arbor Public Schools case which involved a challenge to a policy that banned the possession of weapons on school property by third parties. Relying on the preemption doctrine, the opponents contended that by virtue of the state passing Act 319, it preempted the field thereby precluding government units not covered by Act 319 from regulating the possession of firearms. The court rejected that argument and ruled that the preemption doctrine did not apply. The court read the statute to mean that when the legislature limits what some, but not all, governmental units can do, those who are not listed are not precluded from setting policies with respect to the subject matter, as long as the policies do not conflict with state law. Thus, the library's ban is enforceable as long as it does not conflict with state law.
- f. The library's policy does not conflict with state law (Act 319). Rather, as noted above, what the policy prohibits (possession of firearms at work by employees), is consistent with what Act 319 allows employers covered by Act 319 to prohibit.

**C. Use of Legally Prescribed Narcotics**

- 1. The issue you identified is that Regulation 1.I (WORK-1) prohibits employees from "Possessing, using or being impaired by or having one's performance affected by intoxicating beverages, narcotics or controlled or illegal substances on library property" while the new Drug Free Workplace Policy permits possession of a controlled substance on library premises, provided it is prescribed for the employee by a licensed health care professional, and provided that its use does not affect an employee's ability to safely and effectively perform their job duties.
- 2. Rather than expanding on the narrative in the Regulations and addressing the exception whereby an employee can possess (and use) a prescribed narcotic, I suggest the following be added at the end of Regulation 1.I: (See Drug Free Workplace Policy).

## Other Business



ROCHESTER HILLS  
PUBLIC LIBRARY

**INTERGOVERNMENTAL CONTRACT BETWEEN  
OAKLAND COUNTY AND ROCHESTER HILLS PUBLIC LIBRARY**

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This Contract (the "Contract") is made between Oakland County, a Municipal and Constitutional Corporation, 1200 North Telegraph Road, Pontiac, Michigan 48341 ("County"), and the Rochester Hills Public Library ("Public Body") 500 Olde Towne Road, Rochester, MI 48307-2043. County and Public Body may be referred to individually as a "Party" and jointly as "Parties".

**PURPOSE OF THIS CONTRACT.** County and Public Body enter into this Contract pursuant to the Urban Cooperation Act of 1967, 1967 Public Act 7, MCL 124.501 *et seq.*, for the purpose of County Sponsoring the Public Body event described below in Exhibit IX: Scope of Deliverables/Financial Obligations. The Parties agree to the attached terms and conditions.

**FOR THE PUBLIC BODY:**

IN WITNESS WHEREOF, [insert name and title of public body official] hereby acknowledges that they have been authorized by a resolution of the Rochester Hills Public Library, a certified copy of which is attached, to execute this Contract on behalf of Public Body and hereby accepts and binds Public Body to the terms and conditions of this Contract.

EXECUTED: \_\_\_\_\_

DATE: \_\_\_\_\_

[insert name of official, title]

Rochester Hills Public Library

**FOR THE COUNTY:**

IN WITNESS WHEREOF, David T. Woodward, Chair, Oakland County Board of Commissioners, hereby acknowledges that he has been authorized by a resolution of the Oakland County Board of Commissioners to execute this Contract on behalf of Oakland County, and hereby accepts and binds Oakland County to the terms and conditions of this Contract.

EXECUTED: \_\_\_\_\_

DATE: \_\_\_\_\_

David T. Woodward, Chair

Oakland County Board of Commissioners

This Contract is organized and divided into the following Sections for the convenience of the Parties.

- Section 1. Contract Definitions
- Section 2. Contract Term and Renewal
- Section 3. Contract Administration and Amendments
- Section 4. Contract Termination
- Section 5. Scope of Deliverables and Financial/Payment Obligations
- Section 6. Public Body's Warranties and Assurances
- Section 7. Liability
- Section 8. Insurance and Bond Requirements
- Section 9. Intellectual Property
- Section 10. Confidential Information
- Section 11. County Data
- Section 12. Information Technology Standards
- Section 13. General Terms and Conditions

**§1. CONTRACT DEFINITIONS**

The following words when printed with the first letter capitalized shall be defined and interpreted as follows, whether used in the singular or plural, nominative or possessive case, and with or without quotation marks:

- 1.1. **"Amendment"** means any change, clarification, or modification to this Contract.
- 1.2. **"Business Day"** means Monday through Friday from 8:00 a.m. to 5:00 p.m., excluding County designated holidays.
- 1.3. **"Claims"** mean any alleged losses, claims, complaints, demands for relief or damages, lawsuits, causes of action, proceedings, judgments, deficiencies, liabilities, penalties, litigation, costs, and expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigation expenses, litigation expenses, amounts paid in settlement, and/or other amounts or liabilities of any kind which are incurred by or asserted against County or Public Body, or for which County or Public Body may become legally and/or contractually obligated to pay or defend against, whether direct, indirect or consequential, whether based upon any alleged violation of the federal or the state constitution, any federal or state statute, rule, regulation, or any alleged violation of federal or state common law, whether any such claims are brought in law or equity, tort, contract, or otherwise, and/or whether commenced or threatened.



- 1.4. **“Confidential Information”** means all information and data that the County is required or permitted by law to keep confidential, which includes computer software, cybersecurity assessments and plans and measures to protect the County’s security.
- 1.5. **“Contract”** means this document and any other documents expressly incorporated herein.
- 1.6. **“Public Body”** means the Rochester Hills Public Library which is an entity created by state or local authority or which is primarily funded by or through state or local authority, including, but not limited to, its council, its Board, its departments, its divisions, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, subcontractors, attorneys, volunteers, and/or any such persons’ successors. For purposes of this Contract, Public Body includes any Michigan court, when acting in concert with its funding unit.
- 1.7. **“Public Body Employee”** means any employee; officer; director; member; manager; trustee; volunteer; attorney; licensee; contractor; subcontractor; independent contractor; subsidiary; joint venture; partner or agent of Public Body; and any persons acting by, through, under, or in concert with any of the above, whether acting in their personal, representative, or official capacities. Public Body Employee shall also include any person who was a Public Body Employee at any time during the term of this Contract but, for any reason, is no longer employed, appointed, or elected in that capacity.
- 1.8. **“Contract Documents”** mean the following documents, which this Contract includes and incorporates:
- Exhibits (Applicable if Checked)**
- 1.8.1.  Exhibit I: Public Body Insurance Requirements
- 1.8.2.  Exhibit II: Business Associate Agreement (Health Insurance Portability and Accountability Act Requirements)
- 1.8.3.  Exhibit III: Requirements for Public Body’s with Access to County PII (Personally Identifiable Information)
- 1.8.4.  Exhibit IV: Requirements for Public Body’s with Access to Criminal Justice Information
- 1.8.5.  Exhibit V: Federally Funded Contract Requirements
- 1.8.6.  Exhibit VI: Software License(s)
- 1.8.7.  Exhibit VII: License for Use of County Servicemark
- 1.8.8.  Exhibit VIII: Acknowledgement of Independent Employment Status
- 1.8.9.  Exhibit IX: Scope of Deliverables/Financial Obligations
- 1.9. **“County”** means the County of Oakland, a Municipal and Constitutional Corporation, its departments, divisions, authorities, boards, committees, and “County Agents” as defined below.
- 1.10. **“County Agent”** means any elected and appointed officials; directors; board members; council members; commissioners; employees; and volunteers of the County; whether acting in their personal,

representative, or official capacities. "County Agent" shall also include any person who was a "County Agent" anytime during the term of this Contract but, for any reason, is no longer employed, appointed, or elected and in that capacity.

- 1.11. "**County Data**" means information or data collected, used, processed, stored, or generated in any format, by or on behalf of the County, in connection with the Deliverables, which shall include, but not be limited to: (a) personal health information (PHI) as defined under the Health Insurance Portability and Accountability Act (HIPAA) and Exhibit II, (b) personally identifiable information (PII) as defined in Exhibit III, and (c) Criminal Justice Information defined in Exhibit IV if the Exhibit(s) are incorporated into the Contract. County Data includes Confidential Information as defined in this Contract.
- 1.12. "**County Network**" means County owned, leased, or licensed equipment, hardware, and software that is interconnected via fiber optic, wireless, or other communication mediums for the purposes of County hosting, processing, using, sharing, and/or transporting data, video, voice, or any other form of information.
- 1.13. "**Day**" means any calendar day, which shall begin at 12:00:00 a.m. and end at 11:59:59 p.m.
- 1.14. "**Deliverables**" mean goods and/or services provided under this Contract, whether tangible or intangible, and may be more specifically described in the Exhibits.
- 1.15. "**Effective Date**" means midnight on January 1, 2023.
- 1.16. "**Expiration Date**" means 11:59.59 p.m. on December 31, 2027.
- 1.17. "**Intellectual Property**" means any developments, improvements, designs, innovations, and materials that may be the subject of a trademark/servicemark, copyright, patent, trade secret, which includes ideas, concepts, inventions, and processes related to the development and operation of computer software and systems.
- 1.18. "**Iran-Linked Business**" is defined in the Michigan Compiled Laws (MCL), specifically MCL 129.312, being Section 2 of Public Act 517 of 2012.
- 1.19. "**Not to Exceed Amount**" means \$150,840.00 (One Hundred and Fifty Thousand Eight Hundred and Forty Dollars and Zero Cents) annually with a 3% annual increase for a maximum of 5 years, unless amended. The "Not to Exceed Amount" is not the County's financial obligation under this Contract, but the maximum amount that can be paid to Public Body during the term of this Contract.

## **§2. CONTRACT TERM AND RENEWAL**

- 2.1. **Contract Term.** This Contract shall begin on the Effective Date and shall end on the Expiration Date.
- 2.2. **Legal Effect.** This Contract shall be effective and binding when all of the following occur: (a) this Contract is signed by an authorized Public Body Employee, legally authorized to bind Public Body; (b) this Contract is signed by the Chair of the County Board of Commissioners; (c) all Public Body certificates of insurance required by this Contract, if any, are submitted and accepted by the County; and (d) any other conditions precedent to this Contract have been met.

**§3. CONTRACT ADMINISTRATION AND AMENDMENTS**

- 3.1. **Contract Issuance.** This Contract may only be issued on behalf of the County by the County Board of Commissioners. The Chief of Staff for the County Board of Commissioners is the primary point of contact for the County regarding all procurement and contractual matters relating to this Contract. The County Board of Commissioners is the only County board/office/department authorized to make any Amendments to this Contract.
- 3.2. **Purchase Orders.** Purchase orders issued under this Contract are governed by the terms and conditions of this Contract and are included and incorporated herein.
- 3.3. **Reserved.**
- 3.4. **Contract Administrators.** The County may designate an employee or agent to act as its Contract Administrator(s). Public Body may designate its employee or agent to act as its Contract Administrator(s). The County's Contract Administrator(s) shall be responsible for monitoring and coordinating day-to-day activities under this Contract, reviewing Deliverables and invoices, and submitting requests for Amendments. The County's Contract Administrator(s) have no authority to amend this Contract.
- 3.5. **Contract Amendments.** All Amendments to this Contract must be in writing. This Contract shall not be amended by any packing slip, purchase order, invoice, click through license agreement, or Public Body policies or agreements published on Public Body's website or otherwise. Amendments to this Contract shall be issued on behalf of the County only by the County Board of Commissioners. An Amendment shall be effective when signed by the Chair of the County Board of Commissioners and an authorized Public Body Employee.
- 3.6. **Unauthorized Changes.** Contract changes shall not be effective until an Amendment containing the change is executed according to the procedures described in this Contract. If the Public Body is directed to perform work that Public Body believes is a change in the Contract/Deliverables, then Public Body must notify the County that it believes the requested work is a change to the Contract before performing the requested work. If Public Body fails to notify the County before beginning the requested work, then Public Body waives any claims for additional compensation for performing the requested work. If Public Body begins work that is outside the scope of this Contract or begins work before an Amendment is executed and then stops performing that work, Public Body must, at the request of the County, undo any out-of-scope work that the County believes would adversely affect the County.
- 3.7. **Precedence of Contract Documents.** In the event of a conflict, the terms and conditions contained in Sections 1 through 13 of this Contract shall prevail and take precedence over any allegedly conflicting provisions in all Contract Documents, Exhibits, purchase orders, Amendments, and other documents expressly incorporated herein. Terms and conditions contained in Public Body invoices, packing slips, receipts, acknowledgments, click-through licenses, and similar documents shall not change the terms and conditions of this Contract.

**§4. CONTRACT TERMINATION**

- 4.1. **County Termination.** In addition to any other legal rights the County may have to terminate or cancel this Contract, the County may terminate the Contract as follows:
- 4.1.1. **Immediate Termination.** The County may terminate or cancel this Contract, in whole or in part, immediately, upon notice to Public Body, if any third-party funding for this Contract is reduced or terminated.
- 4.1.2. **Termination for Convenience.** The County may terminate or cancel this Contract, in whole or part, at any time, upon one hundred and twenty (120) Days' notice to Public Body, for any reason, including convenience without incurring obligation or penalty of any kind. The effective date for termination or cancellation shall be clearly stated in the notice.
- 4.2. **Public Body Termination.** Public Body may terminate or cancel this Contract, in whole or part, upon thirty (30) Days' written notice to the County, only if the County materially breaches any duty or obligation contained herein and within such notice period has failed or has not reasonably attempted to cure the breach. The effective date of termination or cancellation and the specific alleged default shall be clearly stated in the notice to the County.
- 4.3. **County's Obligations Upon Termination.** The County's sole obligation in the event of termination or cancellation of this Contract is for payment of the actual Deliverables provided to the County before the effective date of termination. Under no circumstances shall the County be liable for any future loss of income, profits, any consequential damages, any loss of business opportunities, revenues, or any other economic benefit Public Body may have realized but for the termination or cancellation of this Contract. The County shall not be obligated to pay Public Body any cancellation or termination fee if this Contract is cancelled or terminated as provided herein. If the County chooses to terminate the Contract in part, then the charges payable under this Contract must be equitably adjusted to reflect those Deliverables that are terminated.
- 4.4. **Public Body's Obligations Upon Termination.** If the County terminates this Contract, for any reason, then Public Body must do the following: (a) cease providing all Deliverables as specified at the time stated in the notice of termination; (b) take any action necessary, or as the County may direct, to preserve and protect Deliverables or other property derived or resulting from the Contract that is in Public Body's possession; (c) return all materials and property provided to Public Body by the County; (d) unless otherwise directed by the County, transfer title in and deliver to the County all Deliverables in the possession of Public Body or Public Body Employees (which Deliverables are transferred to the County "As-Is", except to the extent the amounts paid by the County for these Deliverables include warranties or warranty services and, in that situation, the Deliverables will be transferred with the warranty or warranty services and not "As-Is"); and (e) take any action to mitigate and limit any potential damages, including terminate or limit, as applicable, those subcontracts and outstanding orders for materials and supplies connected with or related to this Contract.

4.5. **Assumption of Subcontracts.** If Public Body is in breach of this Contract and the County terminates this Contract, then the County may assume, at its option, any subcontracts and agreements for Deliverables provided under the Contract and may pursue completion of the Deliverables by replacement Contract or otherwise as the County, in its sole judgment, deems expedient.

**§5. SCOPE OF DELIVERABLES AND FINANCIAL/PAYMENT OBLIGATIONS**

5.1. **Performance of Deliverables.** Public Body shall provide all Deliverables identified in and as set forth in Exhibit IX, any purchase orders, or any Amendments to this Contract.

5.2. **Reserved.**

5.3. **Financial Obligations.** Except as otherwise set forth in this Contract, the County's sole financial obligation under this Contract shall be set forth in Exhibit IX. The amount and manner of payment of the financial obligation shall be set forth in Exhibit IX or a purchase order if applicable.

5.4. **Payment Obligations.** Except as otherwise set forth in the Exhibits, Public Body shall submit an invoice to the County's Contract Administrator itemizing amounts due and owing under this Contract, as of the date of the invoice, within sixty (60) days of Public Body's performance of the Deliverables listed in the invoice. Invoices shall contain the following information: (a) County Contract Name; (b) dates of Deliverables; (c) itemized list of Deliverables; (d) Public Body Tax ID Number (federal and State); and (e) any other information reasonably requested by the County. Unless otherwise set forth in the Exhibits, the County will pay undisputed invoices, which comply with this section (5.4), within sixty (60) days after receiving the invoice. Unless otherwise set forth in the Exhibits, the County shall only pay Public Body for Deliverables under this Contract and not any subcontractors or assignees of Public Body.

5.5. **Not to Exceed Amount.** The amount due and owing to Public Body, under this Contract, shall not exceed the "Not to Exceed Amount." If Public Body can reasonably foresee that the total financial obligation for the Contract will exceed the "Not to Exceed Amount," then Public Body shall provide the County with notice of this fact as soon as possible, but no later than ten (10) days before this event.

5.6. **County Not Obligated for Penalties/Costs/Fines.** The County shall not be responsible or liable for any cost, fee, fine, penalty, or other assessment of any kind that is incurred or suffered by Public Body in connection with or resulting from Public Body's performance of this Contract under any circumstances.

5.7. **Set-Off of County Costs.** If the County incurs any costs (not specified in this Contract), loss, or damage that is caused by or results from Public Body or Public Body Employees, then the County has the right to set-off those costs, loss, and/or damage from any amounts due and owing Public Body. This set-off includes, but is not limited to, withholding payment in an amount equal to the cost of any County-provided equipment, supplies, badges, or other property that are not returned by Public Body upon completion, termination, or cancellation of this Contract. County also reserves the right at any time to set-off any amounts it owes to Public Body under this Contract against any amounts that Public Body owes to County.

5.8. **In-Kind Services.** Unless expressly provided herein, this Contract does not authorize any in-kind services by either Party.

**§6. PUBLIC BODY’S WARRANTIES AND ASSURANCES**

6.1. **Full Knowledge of Contract Expectations.** Public Body warrants that it had a full opportunity to review all County requirements and/or expectations for this Contract. Public Body is responsible for being adequately and properly prepared to execute this Contract. Public Body has satisfied itself in all material respects that it will be able to perform the Contract as specified herein.

6.2. **Complete and Accurate Representations.** Public Body certifies that all statements, assurances, records, and materials submitted to the County in connection with seeking and obtaining this Contract have been truthful, complete, and accurate.

6.3. **Access to Public Body Policies.** If the Parties expressly agree in this Contract to follow any Public Body policies, such as acceptable use or privacy policies, then Public Body shall retain each version of such policy with the effective dates and shall promptly provide such to the County, if requested.

6.4. **Grant Compliance.** If any part of this Contract is supported or paid for with any State, federal, or other third-party funds granted to the County, then Public Body shall comply with all applicable grant requirements. Upon request of Public Body, the County shall provide Public Body with a copy of the applicable grant requirements.

6.5. **Public Body Incidental Expenses.** Except as otherwise expressly provided in this Contract, Public Body shall be solely responsible and liable for all costs and expenses associated or needed to perform this Contract, including, but not limited to, any professional dues, association fees, license fees, fines, taxes, and penalties.

6.6. **Equipment and Supplies.** Public Body is responsible for providing all equipment and supplies to perform this Contract, which are not expressly required to be provided by the County.

6.7. **Public Body Employees.**

6.7.1. **Number and Qualifications of Public Body Employees.** Public Body shall employ and assign qualified Public Body Employees as necessary and appropriate to perform this Contract. Public Body shall ensure all Public Body Employees have the knowledge, skill, and qualifications to perform this Contract and possess any necessary licenses, permits, certificates, and governmental authorizations as may be required by law.

6.7.2. **Control and Supervision of Public Body Employees.** Public Body shall solely control, direct, and supervise all Public Body Employees with respect to all Public Body obligations under this Contract. Public Body will be solely responsible for and fully liable for the conduct and supervision of any Public Body Employees.

6.7.3. **Reserved.**

6.7.4. **Reserved.**

- 6.7.5. **Reserved.**
- 6.7.6. **Public Body Employee Expenses.** All Public Body Employees shall be employed at the Public Body's sole expense (including employment-related taxes and insurance). Public Body warrants that all Public Body Employees shall fully comply with and adhere to the terms of this Contract. Public Body shall be solely liable for all applicable Public Body Employees' federal, state, or local payment withholdings or contributions and/or all Public Body Employee related pension or welfare benefits plan contributions under federal or state law. Public Body shall be responsible and liable for all Claims by any Public Body Employee, arising out of any contract for hire or employer-employee relationship between Public Body and any Public Body Employee including, but not limited to, Worker's Compensation, disability pay, or other insurance of any kind.
- 6.7.7. **Public Body's Compliance with the Patient Protection and Affordable Care Act.** If Public Body is subject to the Patient Protection and Affordable Care Act ("ACA"), PL 111-148, 124 Stat 119, then Public Body shall ensure that all Public Body Employees, under assignment to the County, and their dependents, as defined by the ACA, are provided with or have access to insurance as required by the ACA. If Public Body is subject to the ACA, Public Body warrants it offers group health coverage to Public Body Employees and their dependents that is affordable, that provides minimum essential coverage and value, and that each offer of coverage meets the timing requirements of the ACA. Public Body warrants, whether or not it is subject to the ACA, that it will pay all applicable fees, taxes, or fines, as set forth in the employer mandates of the ACA under Tax Code §4980H and related regulations for any Public Body Employee, whether the fee, tax, or fine is assessed against the Public Body or the County.
- 6.8. **Acknowledgment of Independent Contractor Status.**
- 6.8.1. **Independent Contractor.** Nothing in this Contract is intended to establish an employer-employee relationship between the County and Public Body or any Public Body Employee. In no event, shall Public Body Employees be deemed employees, agents, volunteers, or subcontractors of the County. Public Body shall ensure that Public Body Employees are apprised of their status and the limitations independent contractors have of this status.
- 6.8.2. **Public Body/Public Body Employee Representations.** Public Body and/or Public Body Employees shall not represent themselves as County employees. Public Body shall ensure that Public Body Employees do not represent themselves as County employees.
- 6.8.3. **County Benefits and Plans.** Public Body and Public Body Employees shall not be entitled to participate in any County employee benefit plans and programs, including but not limited to, retirement, deferred compensation, insurance (including without limitation, health, disability, dental, and life), and vacation pay. This limitation includes access to benefit plans and programs that are not described by a written plan. However, Public Body Employees who are retired County Employees may receive vested post-employment benefits such as retiree health care and pension benefits from Oakland County.
- 6.8.4. **County Reliance.** The County entered into this Contract in reliance of the representations made by Public Body regarding its understanding of the role of independent contractors, its stated relationship

to Public Body Employees, and other representations Public Body has made regarding the management and performance oversight of Public Body Employees.

- 6.8.5. **Independent Employment Status.** If Public Body provides Public Body Employees for staffing and/or leasing services to County, those Public Body Employees shall sign Exhibit VIII, Acknowledgement of Independent Employment Status, prior to performing services for the County.
- 6.9. **Permits and Licenses.** Public Body shall be responsible for obtaining and maintaining, throughout the term of this Contract, all licenses, permits, certificates, governmental authorizations, and business/professional licenses necessary to perform this Contract. Upon request by the County, Public Body shall furnish copies of any permit, license, certificate, or governmental authorization necessary to perform this Contract.
- 6.10. **Reserved.**
- 6.11. **Reserved.**
- 6.12. **Reserved.**
- 6.13. **Taxes.**
- 6.13.1. **Public Body Taxes.** Public Body shall collect and pay its local, state, and federal taxes, including but not limited to, all employment taxes, sales taxes, personal property taxes, and real property taxes. The County shall not be liable to or required to reimburse Public Body for any local, state, or federal tax of any kind.
- 6.13.2. **County Tax-Exempt.** The County is exempt from state and local sales tax, personal property tax, and real property tax. Prices under this Contract shall not include taxes, unless the County is not tax-exempt for a specific Deliverable. Exemption certificates for sales tax will be furnished upon request.
- 6.14. **Warranty for Services.** Public Body warrants that all Deliverables that are services shall be performed in compliance with all applicable laws, statutes, regulations, ordinances, requirements and specifications in the Exhibits, industry best practices and care, professional standards, and in a diligent, workmanlike, and expeditious manner. Public Body acknowledges and agrees that time is of the essence for all Deliverables that are services.
- 6.15. **Warranty for Goods.** All Deliverables that are goods shall be subject to the following warranties:
- 6.15.1. **Warranty of Merchantability.** Goods provided by Public Body pursuant to this Contract shall: (a) be merchantable; (b) be of good quality; (c) be fit for their ordinary purpose; (d) be adequately contained and packaged; and (e) conform to the specifications and descriptions contained in this Contract. Public Body acknowledges and agrees that time is of the essence for providing all Deliverables that are goods.
- 6.15.2. **Warranty of Fitness for a Particular Purpose.** If Public Body knows or has reason to know that the goods will be used for a particular purpose and the County is relying on Public Body's skill or judgment to select or furnish the goods, then there is a warranty that the goods are fit for a particular purpose.



- 6.15.3. **Warranty of Title.** All goods conveyed to the County shall be conveyed and transferred: (a) with good title; (b) free from any security interest, lien, or encumbrance that the County did not have knowledge of when the Contract was executed; and (c) free of any rightful claim of infringement or similar claim by a third-party.
- 6.16. **ADA and Section 508 Compliance.** If Public Body is providing a Deliverable that requires County Agents or the public to use a software application or to access a website, Public Body warrants that end users can utilize the software or access the website in accordance with the accessibility requirements of the ADA and the Rehabilitation Act of 1973. Public Body's Deliverable will conform, where relevant, to level AA of the World Wide Web Consortium (W3C) Web Content Accessibility Guidelines (WCAG) 2.0. Public Body may provide a description of conformance with the above-mentioned specifications by means of a completed Voluntary Product Accessibility Template for WCAG 2.0 (WCAG 2.0 VPAT) or another comparable document. Any additional compliance requirements shall be specified in the Scope of Public Body's Deliverables Exhibit IX.

## **§7. LIABILITY**

- 7.1. **RESPONSIBILITY FOR CLAIMS.** Each Party shall be responsible for any Claims made against that Party by a third party, and for the acts of its employees arising under or related to this Contract. Except as provided in this Contract, in any Claim that may arise from the performance of this Contract, each Party shall seek its own legal representation and bear the costs associated with such representation, including judgments and attorney fees.
- 7.2. **NO INDEMNIFICATION FROM THE COUNTY.** PUBLIC BODY SHALL HAVE NO RIGHTS AGAINST THE COUNTY FOR INDEMNIFICATION, CONTRIBUTION, SUBROGATION, OR ANY OTHER RIGHT TO BE REIMBURSED BY THE COUNTY, EXCEPT AS EXPRESSLY PROVIDED HEREIN.
- 7.3. **COUNTY LIMITATION OF LIABILITY.**
- 7.3.1. COUNTY SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, REMOTE, SPECULATIVE, PUNITIVE, EXEMPLARY, LIQUIDATED, TREBLE, OR SPECIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFIT, OPPORTUNITY, USE, REVENUE, DATA, OR GOODWILL, WHETHER BASED IN WHOLE OR IN PART IN CONTRACT, TORT, EQUITY, STRICT LIABILITY, UNDER STATUTE, OR ANY OTHER THEORY OF LIABILITY, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR CONTEMPLATED AND EVEN IF COUNTY WAS ADVISED OR AWARE OF THE POSSIBILITY OF SUCH DAMAGES.
- 7.3.2. COUNTY SHALL NOT BE LIABLE IN CONTRACT, TORT, EQUITY, STRICT LIABILITY, UNDER STATUTE, OR ANY OTHER THEORY OF LIABILITY, FOR TOTAL AGGREGATE DAMAGES IN EXCESS OF COUNTY'S PAYMENT OBLIGATIONS TO PUBLIC BODY FOR THE DELIVERABLES UNDER THIS CONTRACT.

## **§8. INSURANCE AND BOND REQUIREMENTS**

8.1. **Public Body Provided Insurance.** If required, at all times during this Contract, Public Body shall obtain and maintain insurance according to the requirements listed in Exhibit I.

8.2. **Reserved.**

## **§9. INTELLECTUAL PROPERTY**

9.1. **Public Body Use of County Licensed Software.** In order for Public Body to perform this Contract, the County may permit Public Body or Public Body Employees to access certain Software licensed to the County. Public Body or Public Body Employees shall not transfer, remove, use, copy, or otherwise provide or make available such Software or documentation to any other person or entity, for any purpose, without the prior written consent of the County and/or the licensor. Furthermore, neither Public Body nor Public Body Employee shall produce a source listing, decompile, disassemble, or otherwise reverse engineer any Software. Neither Public Body nor Public Body Employee shall use any Software contrary to the provisions of any applicable Software license agreement or state or federal law.

9.2. **Public Body License to Use County Servicemarks.** If this Contract involves the use of County servicemarks, then Public Body is granted a license to use the servicemarks subject to the terms listed in Exhibit VII. Public Body shall only use the servicemarks as directed by the County in Exhibit VII. If Exhibit VII is not selected and attached to this Contract, Public Body shall not and has no right to use County servicemarks.

9.3. **Assignment of Rights.** In consideration for the performance of this Contract and the fees paid to Public Body, Public Body agrees that Public Body shall have no copyright, patent, trademark, or trade secret rights in County Intellectual Property.

9.4. **Infringement Remedies.** If, in either Party's opinion, any of the services or Deliverables supplied by Public Body or Public Body Employees are likely to become the subject of a copyright, patent, trademark, or trade secret infringement claim, Public Body shall at its own expense: (a) procure for County the right to continue using the services or Deliverables, or if this option is not reasonably available to Public Body; (b) replace or modify the same so that it becomes non-infringing; or (c) accept its return by County with appropriate credits to County and reimburse County for any losses or costs incurred as a consequence of County ceasing its use and returning it.

## **§10. CONFIDENTIAL INFORMATION**

10.1. **Public Body Use of Confidential Information.** Public Body and Public Body Employees shall use appropriate safeguards to protect the confidentiality and integrity of Confidential Information. Public Body shall not reproduce, provide, disclose, or give access of Confidential Information to any Public Body Employee or third-party not having a legitimate need to know. Public Body and Public Body Employees shall only use the Confidential Information for performance of this Contract. Notwithstanding the foregoing, Public Body may disclose the Confidential Information, if required by law, statute, or other legal process; provided that Public Body: (a) gives the County prompt written notice of the impending disclosure; (b) provides reasonable assistance to the County in opposing or limiting the disclosure; and (c)

makes only such disclosure as is compelled or required. This Contract imposes no obligation upon Public Body with respect to any Confidential Information which Public Body can establish by legally sufficient evidence: (a) was in possession of or was known by Public Body, prior to its receipt from the County, without any obligation to maintain its confidentiality; or (b) is obtained by Public Body from a third-party having the right to disclose it, without an obligation to keep such information confidential.

- 10.2. **County Confidentiality Obligations.** County has no obligation to Public Body to keep confidential any information or records that are required to be disclosed by County under the Michigan Freedom of Information Act, 1976 PA 442, as amended (the "FOIA") nor shall County be obligated to inform or provide notice to Public Body regarding the disclosure of information or records that are required to be disclosed under the FOIA. Furthermore, County may disclose Confidential Information to third parties if required by law, statute, subpoena, court order, or other legal process.
- §11. **COUNTY DATA.** If Public Body uses or possesses County Data in the performance of this Contract, then the following provisions contained in this section apply:
- 11.1. **Use of County Data.** Public Body and Public Body Employees shall have a limited license to County Data, including a license to collect, process, store, generate, and display County Data but only to the extent necessary to provide services under this Contract. Public Body and Public Body Employees may not use, sell, rent, transfer, distribute, or otherwise disclose or make available County Data to any third-party, for Public Body's own purposes, or for the benefit of anyone other than the County, without the County's prior written consent, unless otherwise provided for within an Exhibit to this Contract.
- 11.2. **Unauthorized Access/Disclosure or Theft of County Data.** Public Body or Public Body Employees shall notify the County's Chief Information Officer as soon as practicable but no later than forty-eight (48) hours of "Discovery" of suspected unauthorized access, acquisition, disclosure, or theft of County Data (a "Security Breach"). "Discovery" means the first day on which the Security Breach is known to Public Body or Public Body Employees. Upon Discovery of a Security Breach, Public Body shall do the following: (a) take reasonable measures to promptly cure the deficiencies relating to the Security Breach in order to secure County Data; (b) cooperate with the County in investigating the occurrence, including making available all relevant records, logs, files, and data reporting materials required upon request by the County; and (c) comply with all applicable federal or state laws and regulations pertaining to unauthorized disclosures or as otherwise directed by the County.
- 11.3. **Storage of County Data.** Public Body shall only store and process County Data at and from data centers located within the United States. Public Body shall not permit Public Body Employees to store County Data on portable devices, including, but not limited to, personal computers, tablets, laptops, and phones, except for portable devices that encrypt County Data at rest, have up-to-date firewall and antivirus protection, require multi-factor authentication to access, and are used and kept within the U.S. Public Body shall permit its Public Body Employees to access County Data remotely only as required to provide the Deliverables.
- 11.4. **Reserved.**

- 11.5. **Response to Legal Request for County Data.** Public Body shall respond to and be responsible for Freedom of Information Act requests relating to Public Body's records, data, or other information. If the County receives a Court Order, a Freedom of Information Act (FOIA) request, or other legal request to provide County Data held by Public Body, then Public Body shall provide County Data to the County, in a format directed by the County, within the time frame required by law.
- 11.6. **Obligations upon Expiration, Termination or Cancellation of Contract.** At the County's sole discretion, upon expiration, termination, or cancellation of this Contract, Public Body shall return County Data in a mutually agreeable format in a prompt and orderly manner or provide for the secure disposal of County Data as directed by County.
- §12. INFORMATION TECHNOLOGY STANDARDS.** If Public Body provides a technology application or requires the use of the Internet to access a Deliverable, the following sections apply:
- 12.1. **County Standards.** If Public Body and Public Body Employees that will be given access to the County Network, Public Body and Public Body Employees shall comply with the County Electronic Communications and Use of Technology Policy.
- 12.2. **Implementation of Security Measures.** Public Body shall implement and maintain appropriate administrative, technical, and organizational security measures to safeguard against unauthorized access to the County Network and County Data. Such measures shall be in accordance with security industry best practice and not less stringent than the measures Public Body applies to protect its own data of a similar kind.
- 12.3. **Reserved.**
- §13. GENERAL TERMS AND CONDITIONS**
- 13.1. **Access to County Property or Facilities.** If set forth in this Contract, Public Body may have access to and the right to use County property and facilities necessary to perform this Contract. Unless otherwise provided in this Contract or Public Body receives prior written permission from the County's Director responsible for the department requiring access outside of Business Days, Public Body may only access and use County property and facilities for performance of this Contract on Business Days.
- 13.2. **Signs on County Property or Facilities.** Public Body shall not place any signs or advertisements on County property or facilities without the prior written permission of the County's Director of Facilities Management, successor, or designee.
- 13.3. **Use of County Property or Facilities.** While performing this Contract, Public Body shall keep County property or facilities, and anything stored thereon in a clean, safe, sanitary, responsible, and healthful condition and shall keep the property and facilities in a manner that will not prevent or interfere with the County's performance of its functions.
- 13.4. **Removal of Public Body's Personal Property.** At the expiration or termination of this Contract, Public Body shall leave County property or facilities in the same condition that Public Body found them and
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clean of all rubbish. Public Body shall remove all of its personal property within thirty (30) Days of expiration or termination of this Contract. If Public Body does not remove its personal property within the thirty (30) Day period, then the County may, at County's sole discretion, dispose of the personal property and bill Public Body for any costs associated with the removal and disposal or keep, have all rights to, and be the owner of the personal property.

- 13.5. **Damage to County Property or Facilities.** Public Body shall be responsible for any damage to any County property or a facility that is caused by Public Body or Public Body Employees. If damage occurs, the County shall make the necessary repairs and/or replacements or cause a third-party to make the necessary repairs or replacements, provided, however, that Public Body shall reimburse the County for all costs associated with repairing and/or replacing the damaged property or facilities. Without limiting any of County's other setoff rights in this Contract, County has the right to set-off those costs and/or damages from any amounts due and owing Public Body.
- 13.6. **Damage to Public Body's Property.** Public Body shall be solely liable and responsible for any loss or damage to Public Body's personal property located, kept, or stored on or at County property or facilities during performance of this Contract.
- 13.7. **County's Right to Suspend Contract Performance.** Upon written notice, the County may require Public Body to suspend performance of this Contract if Public Body has failed to comply with any federal, state, or local laws or any requirements contained in this Contract. The right to suspend performance of this Contract is in addition to the County's right to terminate and/or cancel this Contract. The County shall incur no penalty, expense, or liability to Public Body if the County suspends performance of this Contract under this Section.
- 13.8. **Discrimination.** Public Body, and its subcontractors under this Contract, shall not discriminate against an employee or an applicant for employment in hiring, any terms and conditions of employment or matters related to employment regardless of race, color, religion, sex, sexual orientation, gender identity or expression, national origin, age, genetic information, height, weight, disability, veteran status, familial status, marital status or any other reason, that is unrelated to the person's ability to perform the duties of a particular job or position, in accordance with applicable federal and state laws.
- 13.9. **Conflict of Interest.** Pursuant to Public Act 317 and 318 of 1968, as amended (MCL 15.301, *et seq.* and MCL 15.321, *et seq.*), no contracts shall be entered into between the County and any County Agent. To avoid any real or perceived conflict of interest, Public Body shall disclose to the County the identity of all Public Body Employees and all Family Members of Public Body Employees who: a) are employed by the County on the date the Contract is executed; and b) become employed by the County during the term of the Contract. Public Body shall also disclose to the County the identity of all County Agents and all Family Members of County Agents who: a) are employed by Public Body on the date the Contract is executed; and b) become employed by Public Body during the term of the Contract. For the purposes of this section, "Family Member" means a person's spouse or spouse's sibling or child; a person's sibling or sibling's spouse or child; a person's child or child's spouse; or a person's parent or parent's spouse, and includes these relationships as created by adoption, marriage, or law.

- 13.10. **Access and Records.** Public Body will maintain accurate books and records in connection with performance of this Contract for thirty-six (36) months after the end of this Contract and Public Body shall provide the County with reasonable access to such books and records, upon request.
- 13.11. **Audit.** The County or an independent auditor hired by the County may perform contract audits (in its sole discretion) and shall have the authority to access all pertinent records and data and to interview any Public Body Employee during the term of this Contract and for a period of three years after final payment. Public Body shall explain any audit findings, questioned costs, or other Contract compliance deficiencies to the County within thirty (30) Business Days of receiving the draft audit report. Public Body's written response shall include all necessary documents and information that refute the draft audit report and an action plan to resolve the audit findings. A copy of Public Body's response will be included in the final report. Failure by Public Body to respond in writing within thirty (30) Business Days shall be deemed acceptance of the draft audit report and will be noted in the final report.
- 13.12. **Assignments/Delegations/Subcontracts.**
- 13.12.1. **Prior Written Consent Required.** Except by operation of law, neither Party may assign, delegate, or subcontract any of its duties, obligations, or rights under this Contract without the prior written consent of the other Party; provided, however, Public Body may assign, delegate, or subcontract this Contract to an affiliate or subsidiary as long as the affiliate or subsidiary is adequately capitalized and can provide adequate written assurances to the County that the affiliate or subsidiary can perform this Contract. The County may withhold consent, if the County determines that the assignment, delegation, or subcontract would impair performance of this Contract or the County's ability to recover damages under this Contract. Public Body shall also provide the County with adequate information to allow the County to make a determination regarding the assignment, delegation, or subcontract.
- 13.12.2. **Flow Down Clause Required.** Any assignment, delegation, or subcontract by Public Body must include a requirement that the assignee, delegee, or subcontractor will comply with the terms and conditions of this Contract. The assignment, delegation, or subcontract shall in no way diminish or impair performance of any term or condition of this Contract.
- 13.12.3. **Public Body Responsibility for Assigns/Delegates/Subcontractors.** If Public Body assigns, delegates, or subcontracts this Contract, in whole or in part, Public Body shall remain the sole point of contact regarding all matters under this Contract and shall remain liable for performance of this Contract. Public Body is solely responsible for the management of assignees, delegees, and subcontractors.
- 13.12.4. **Performance Required.** If an assignee, delegee, or subcontractor fails to perform as required under this Contract, Public Body shall contract with another entity for such performance. Any additional costs associated with securing another assignee, delegee, or subcontractor shall be the sole responsibility of Public Body.
- 13.13. **Non-Exclusive Contract.** This Contract is a non-exclusive agreement. No provision in this Contract limits or is intended to limit, in any way, Public Body's right to offer and provide its services to the general public, other business entities, municipalities, or governmental agencies during or after the term of this Contract. Similarly, the County may freely engage other persons to perform the same work that Public
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Body performs. Except as provided in this Contract, this Contract shall not be construed to guarantee Public Body or any Public Body Employee any fixed or certain number of Deliverables.

- 13.14. **No Third-Party Beneficiaries.** Except as provided for the benefit of the Parties, this Contract does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to be indemnified, right to be subrogated to the Parties' right in this Contract, or any other right in favor of any other person or entity.
- 13.14.1. **Survival of Terms and Conditions.** The following terms and conditions shall survive and continue in full force beyond the termination or cancellation of this Contract (or any part thereof) until the terms and conditions are fully satisfied or expire by their nature: **Section 1.** Contract Definitions, **Section 5.** Scope of Deliverables and Financial/Payment Obligations, **Section 6.** Public Body's Warranties and Assurances, **Section 7.** Liability, **Section 8.** Insurance and Bond Requirements, **Section 9.** Intellectual Property, **Section 10.** Confidential Information, **Section 11.** County Data, **Section 13.** General Terms and Conditions.
- 13.15. **Reservation of Rights.** This Contract does not, and is not intended to impair, divest, delegate, or contravene any constitutional, statutory, or other legal right, privilege, power, obligation, duty, or immunity of the County.
- 13.16. **Compliance with Laws.** Public Body shall comply with all federal, state, and local laws, statutes, ordinances, regulations, executive orders, insurance policy requirements, and requirements applicable to its activities under this Contract. Public Body shall comply with all applicable laws and regulations related to the import, export, re-export, transfer, shipping, sale, re-sale, and/or use of goods, services, information, data, and equipment involving or related to this Contract.
- 13.17. **Force Majeure.** Notwithstanding any other term or condition of this Contract, neither Party shall be liable for failure to perform contractual duties or obligations caused by events beyond their reasonable control, including but not limited to: (a) acts of public enemies; (b) natural disasters; (c) terrorism; (d) war; (e) insurrection or riot; (f) natural disasters; (g) strikes, lockouts, work stoppages, or other labor difficulties; or (h) compliance with law. Reasonable notice shall be given to the affected Party of such event. Public Body is expected, through insurance or alternative temporary or emergency service arrangements, to continue its contractual duties or obligations if a reasonably anticipated, insurable business risk, such as business interruption or any insurable casualty or loss occurs.
- 13.18. **Notices.**
- 13.18.1. **Written Notice.** All notices required under this Contract shall be in writing. Notices shall be effective: (a) the next Business Day, if personally delivered; (b) the third Business Day, if sent by U.S. mail, postage prepaid, return receipt requested; (c) the next Business Day, if sent by a nationally recognized overnight express courier with a reliable tracking system; or (d) the next Business Day with a written response or receipt of confirmation, if sent by e-mail or fax.
- 13.18.2. **Notice to Public Body.** Unless otherwise specified, Notice to Public Body shall be addressed to the Contract Administrator designated by Public Body.

- 13.18.3. **Notice to County.** Unless otherwise specified herein, Notice to the County shall be addressed to the County Contract Administrator(s) designated by County.
- 13.19. **Captions.** Section and subsection numbers, captions, and any index to sections or subsections contained in this Contract are intended for the convenience of the reader and are not intended to have any substantive meaning and shall not be interpreted to limit or modify any substantive provisions of this Contract. In this Contract, for any noun or pronoun, use of the singular or plural form, use of the nominative, possessive, or objective case, and any reference to gender (masculine, feminine, and neuter) shall mean the appropriate form, case, or gender as the context requires.
- 13.20. **Waiver.** Waiver of any term or condition under this Contract must be in writing and notice given pursuant to this Contract. No written waiver, in one or more instances, shall be deemed or construed as a continuing waiver of any term or condition of this Contract. No waiver by either Party shall subsequently affect its right to require strict performance of this Contract.
- 13.21. **Cumulative Remedies.** A Party's exercise of any remedy shall not preclude the exercise of any other remedies, all of which shall be cumulative. A Party shall have the right, in its sole discretion, to determine which remedies are to be exercised and in which order.
- 13.22. **Severability.** If a court of competent jurisdiction finds a term or condition of this Contract to be illegal or invalid, then the term or condition shall be deemed severed from this Contract. All other terms or conditions shall remain in full force and effect. Notwithstanding the above, if Public Body's promise to indemnify or hold the County harmless is found illegal or invalid, Public Body shall contribute the maximum it is permitted to pay by law toward the payment and satisfaction of any Claims against the County.
- 13.23. **Dispute Resolution.** All disputes arising under or relating to the execution, interpretation, performance, or nonperformance of this Contract involving or affecting the Parties may first be submitted to the respective Contract Administrators for possible resolution.
- 13.24. **Governing Laws/Consent to Jurisdiction and Venue.** This Contract shall be governed, interpreted, and enforced by the laws of the State of Michigan, excluding Michigan's conflict of law principles. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any Claim arising under or related to this Contract shall be brought in the Sixth Judicial Circuit Court of the State of Michigan, the 50<sup>th</sup> District of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above. The choice of forum set forth above shall not be deemed to preclude the enforcement of any judgment obtained in such forum or taking action under this Contract to enforce such judgment in any appropriate jurisdiction.
- 13.25. **Entire Contract.** This Contract represents the entire agreement and understanding between the Parties. This Contract supersedes all other prior oral or written understandings, communications,



agreements, or contracts between the Parties. The language of this Contract shall be construed as a whole according to its fair meaning and not construed strictly for or against any Party.

## EXHIBIT I

### PUBLIC BODY INSURANCE REQUIREMENTS

During this Contract, the Public Body shall provide and maintain, at Public Body's own expense, all insurance as set forth and marked below, protecting the County against any Claims, as defined in this Contract. The insurance shall be written for not less than any minimum coverage herein specified. Limits of insurance required in no way limit the liability of the Public Body.

#### Primary Coverages

**Commercial General Liability Occurrence Form** including: (a) Premises and Operations; (b) Products and Completed Operations (including On and Off Premises Coverage); (c) Personal and Advertising Injury; (d) Broad Form Property Damage; (e) Broad Form Contractual including coverage for obligations assumed in this Contract;

\$1,000,000 – Each Occurrence Limit

\$1,000,000 – Personal & Advertising Injury

\$2,000,000 – Products & Completed Operations Aggregate Limit

\$2,000,000 – General Aggregate Limit

\$ 100,000 – Damage to Premises Rented to You (formally known as Fire Legal Liability)

**Workers' Compensation Insurance** with limits statutorily required by any applicable Federal or State Law and Employers Liability insurance with limits of no less than \$500,000 for each accident, \$500,000 for a disease for each employee, and \$500,000 for a disease policy limit. Public Body must comply with one of the following:

1. Be a Fully Insured or State approved self-insurer;
2. Sole Proprietors must submit a signed Sole Proprietor form; or
3. Exempt entities, Partnerships, LLC, etc., must submit a State of Michigan form WC-337 Certificate of

Exemption.

Evidence of workers' compensation insurance is not necessary if neither Public Body nor any Public Body Employees come onsite to any County real property, land, premises, buildings, or other facilities in the performance of this Contract.

**Commercial Automobile Liability Insurance** covering bodily injury or property damage arising out of the use of any owned, hired, or non-owned automobile with a combined single limit of \$1,000,000 each accident. This requirement is waived if there are no company owned, hired or non-owned automobiles utilized in the performance of this Contract.

**Commercial Umbrella/Excess Liability Insurance** with minimum limits of \$2,000,000 each occurrence. This coverage shall be in excess of the scheduled underlying General Liability, Automobile Liability, and Employer's Liability Insurance policies with exclusions that are not broader than those contained in the underlying policies. This Umbrella/Excess requirement may be met by increasing the primary Commercial General Liability limits to meet the combined limit requirement.

**Supplemental Coverages. The following supplemental coverages are required if selected (checked):**

1.  **Professional Liability/Errors & Omissions Insurance** (i.e., Consultants, Technology Vendors, Architects, Engineers, Real Estate Agents, Insurance Agents, Attorneys, etc.) with minimum limits of \$1,000,000 per claim and \$1,000,000 aggregate.
  
2.  **Cyber Liability Insurance** with minimum limits of \$1,000,000 per claim and \$1,000,000 aggregate.
  
3.  **Commercial Property Insurance.** The Public Body shall be responsible for obtaining and maintaining insurance covering their equipment and personal property against all physical damage.
  
4.  **Liquor Legal Liability Insurance** with a limit of \$1,000,000 each occurrence.

5.  **Pollution Liability Insurance** with minimum limits of \$1,000,000 per claim and \$1,000,000 aggregate.
6.  **Medical Malpractice Insurance** with minimum limits of \$1,000,000 per claim and \$1,000,000 aggregate.
7.  **Garage Keepers Liability Insurance** with minimum limits of \$1,000,000 per claim and \$1,000,000 aggregate.
8.  **Other Insurance Coverages** as may be dictated by the provided product/service and deemed appropriate by the County Risk Management Department.

#### **General Insurance Conditions**

The aforementioned insurance shall be endorsed, as applicable, and shall contain the following terms, conditions, and/or endorsements. All certificates of insurance shall provide evidence of compliance with all required terms, conditions and/or endorsements.

1. All policies of insurance shall be on a primary, non-contributory basis with any other insurance or self-insurance carried by the County;
2. The insurance company(s) issuing the policy(s) shall have no recourse against the County for subrogation (policy endorsed written waiver), premiums, deductibles, or assessments under any form. All policies shall be endorsed to provide a written waiver of subrogation in favor of the County;
3. Any and all deductibles or self-insured retentions shall be assumed by and be at the sole risk of the Public Body;
4. Public Body shall be responsible for their own property insurance for all equipment and personal property used and/or stored on County property;
5. The Commercial General Liability and Commercial Automobile Liability policies along with any required supplemental coverages shall be endorsed to name the County of Oakland and its officers, directors,

employees, appointees, and commissioners as additional insured where permitted by law and policy form;

6. If the Public Body's insurance policies have higher limits than the minimum coverage requirements stated in this document the higher limits shall apply and in no way shall limit the overall liability assumed by the Public Body under contract.
7. The Public Body shall require its contractors or sub-contractors, not protected under the Public Body's insurance policies, to procure and maintain insurance with coverages, limits, provisions, and/or clauses equal to those required in this Contract;
8. Certificates of insurance must be provided prior to the County's execution of the Contract and must bear evidence of all required terms, conditions and endorsements; and provide thirty (30) days' written notice of cancellation/material change endorsement to the insurance coverages required by this Exhibit.
9. All insurance carriers must be licensed and approved to do business in the State of Michigan along with the Public Body's state of domicile and shall have and maintain a minimum A.M. Best's rating of A- unless otherwise approved by the County Risk Management Department.

## EXHIBIT VII

### LICENSE FOR USE OF COUNTY SERVICEMARK

County grants to Public Body the non-exclusive right to use its Servicemark (hereinafter "Mark"), described and listed in the Servicemark Guidelines (below), for programs and activities that are directly related to the Deliverables and governmental services provided by Oakland County.

The Mark may be used on: (Applicable if Checked):

- Printed materials
- Electronic materials
- Public Body's website: [<https://otbs.rhpl.org/>].

Public Body shall not use the Mark for any other purpose.

The Mark must be used by Public Body as shown in the Servicemark Guidelines, with no variations of color, font or proportion. Public Body acknowledges that the County has intellectual property rights in the Mark. Nothing in this Contract gives Public Body any right, title, or interest in the Mark. Public Body may not take any action that will interfere with County's rights in the Mark.

The County may terminate Public Body's rights under this Exhibit, if County notifies Public Body it has breached the terms of this Exhibit and Public Body fails to cure the breach within ten (10) business days of notice of breach. Following termination of this Exhibit, Public Body shall have ten (10) business days to remove the Mark from the materials and/or website authorized for use above. Public Body shall provide County with written confirmation that such actions have been taken. Upon termination of the Contract, Public Body shall cease all use of the Mark.

## Servicemark Guidelines

The Guidelines for proper use of the Mark provided to the Public Body are as follows:

# OAKLAND COUNTY, MICHIGAN

## LOGO BRAND STANDARDS

PRIMARY LOGO	BRAND COLORS								
<p>Oakland County has two logos that can be used interchangeably. Use the Horizontal Two Trees logo as your default choice. This is our primary logo. The Stacked Logo can be used whenever space or size is a consideration in your publication. Either logo is acceptable for all Oakland County publications.</p> <p>However, <b>only one style of logo may be used per publication</b>. For instance, if you have the horizontal logo on the front of a publication, you can't use the stacked logo elsewhere in the document.</p> <p>Pick one logo style for each publication and use it throughout, do not mixed styles.</p> <p><b>HORIZONTAL "TWO TREES" LOGO</b></p>  <p><b>STACKED LOGO</b></p> 	<p>The primary Oakland County logos use the following brand colors.</p> <table style="width: 100%; border: none;"> <tr> <td style="background-color: #008000; color: white; padding: 2px;">PMS 347</td> <td style="background-color: #000000; color: white; padding: 2px;">PMS Black C</td> </tr> <tr> <td style="background-color: #008000; color: white; padding: 2px;">CMYK 84.15.78.2</td> <td style="background-color: #000000; color: white; padding: 2px;">CMYK 0.0.0.100</td> </tr> <tr> <td style="background-color: #008000; color: white; padding: 2px;">RGB 0.154.102</td> <td style="background-color: #000000; color: white; padding: 2px;">RGB 0.0.0</td> </tr> <tr> <td style="background-color: #008000; color: white; padding: 2px;">HEX #009A66</td> <td style="background-color: #000000; color: white; padding: 2px;">HEX #000000</td> </tr> </table> <p>Accent colors for the brand are pulled from two other major servicemarks for Oakland County. These colors may be used as secondary colors in publications.</p> <div style="display: flex; justify-content: space-around; align-items: center;"> <div style="border: 1px solid blue; padding: 2px; font-size: 8px;"> <b>Destination Oakland Blue</b>  <small>PMS 2923   CMYK 85.21.0.0   RGB 0.156.222</small> </div>  </div> <div style="display: flex; justify-content: space-around; align-items: center;"> <div style="border: 1px solid orange; padding: 2px; font-size: 8px;"> <b>Prosper Orange</b>  <small>PMS 715   CMYK 0.54.97.0   RGB 246.141.46</small> </div>  </div>	PMS 347	PMS Black C	CMYK 84.15.78.2	CMYK 0.0.0.100	RGB 0.154.102	RGB 0.0.0	HEX #009A66	HEX #000000
PMS 347	PMS Black C								
CMYK 84.15.78.2	CMYK 0.0.0.100								
RGB 0.154.102	RGB 0.0.0								
HEX #009A66	HEX #000000								
LOGO VARIATIONS	WHITE SPACE								
<p>Logos should appear in full color when used in a full color design, whenever possible. However, if the publication requires a single color version of the logo, choose either all-black or all-white. No other color is acceptable.</p> <div style="display: flex; justify-content: space-around; align-items: center;">   </div> <div style="display: flex; justify-content: space-around; align-items: center;">   </div>	<p>A prescribed amount of space around the logo must be maintained at all times.</p> <div style="text-align: center; border: 1px dashed gray; padding: 10px; width: fit-content; margin: 0 auto;">  </div>								
LOGO VARIATIONS	QUESTIONS								
<p>Logos should appear in full color when used in a full color design, whenever possible. However, if the publication requires a single color version of the logo, choose either all-black or all-white. No other color is acceptable.</p> <div style="display: flex; justify-content: space-around; align-items: center;">   </div> <div style="display: flex; justify-content: space-around; align-items: center;">   </div>	<p>For questions or clarification on these brand standards, please contact:</p> <p style="text-align: right; margin-right: 50px;">Pam Tremble Graphic Designer County Executive Administration (248) 858-8964   tremblep@oakgov.com</p> <div style="text-align: right; margin-right: 50px;">  <p style="font-size: 8px;">Adobe Swatch Exchange The official .ase file is available upon request</p> </div>								

Do not provide copies to a third-party of any artwork provided to you by County and referenced in this Exhibit without the express consent of County.



**EXHIBIT VIII**

**ACKNOWLEDGEMENT OF INDEPENDENT EMPLOYMENT STATUS**

I, \_\_\_\_\_, acknowledge that I am an employee or subcontractor of

(Name of Public Body): \_\_\_\_\_

(hereinafter "Company") under Contract #: \_\_\_\_\_, and

- At all times during my assignment at Oakland County, I will remain an employee or subcontractor of the Company
- I am not an employee of Oakland County; and,
- I may not represent myself as an employee of Oakland County.

**I understand that:**

- Company is responsible for establishing the conditions of my assignment to Oakland County; and
- Company is solely responsible for compensating me for my services; and
- I understand and agree that as an employee or subcontractor of Company, I am not eligible to participate in or accrue any benefits under any of Oakland County's employee benefits or benefit plans, including retirement, deferred compensation, insurance (including without limitation: health, disability dental and life insurance), vacation pay, and any other similar plans and programs. However, if I am a retired County employee, I may receive vested post-employment benefits such as retiree healthcare and pension benefits from Oakland County. I understand that the post-retirement benefits I receive from the County cannot be enhanced by my work for the above Public Body.

**I acknowledge that:**

- I have no copyright, patent, trademark or trade secret rights to any Oakland County Intellectual Property or any work developed by me while providing services to Oakland County; and,
- If I will be given access to the County Network, I will comply with the Oakland County Electronic Communications and Use of Technology Policy.
- I will comply with and sign the FBI Criminal Justice Information Services Security Addendum if I will have access to CJIS Data.

**Signed:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Witness:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

*\*Public Body or Public Body Employee must provide a copy of completed form to the County to receive a County Identification badge.*

**EXHIBIT IX**  
**SCOPE OF DELIVERABLES/FINANCIAL OBLIGATIONS**

1. Rochester Hills Public Library (RHPL) Responsibilities:
  - 1.1. Public body must fulfill all National Library Service for the Blind and Print Disabled (NLS) requirements of an Advisory and Outreach Center Sub-Regional Library as described below. The name for the Library for the Visually and Physically Impaired is established as the Oakland Talking Book Service@RHPL (OTBS@RHPL).
    - 1.1.1. Public body must staff according to NLS staffing model formula to provide access to the NLS system to help patrons sign up for free special-format library service, assist with issues concerning equipment, suggest and locate titles of interest, and help receive access to the BARD (Braille and Audio Reading Download) website and app. All of these interactions can be done remotely, via telephone, fax, postage-free mail, or e-mail.
    - 1.1.2. Public body must be eligible upon award and maintain qualification status to receive state funds by operating in accordance with the current minimum specifications as defined by NLS. Public body shall act in compliance with all NLS required standards, guidelines, and procedures.
    - 1.1.3. Public body shall provide active outreach to individuals who are blind, visually impaired, physically disabled, and reading disabled throughout the county who qualify for service.
  - 1.2. Reporting Requirements. Public body shall be responsible for submitting financial and program reports annually and upon request to funding sources including, but not limited to, detailed expenditures and key data metrics and shall submit a copy of such reports to the Oakland County Board of Commissioners.

1.3. Operation. The OTBS@RHPL will be available to the public at all times that the Public Body is available to the public. Public body will comply with the standard service and operational requirements and policies as detailed by the NLS.

1.4. Public Body agrees to invoice the County on January 1 of each year this Agreement is in place.

1.5. Appropriation of Funds. Public Body shall have full discretion in the use of funds provided by the County, and any other funds such as gifts, grants, endowments, state aid or federal aid directed to Public Body. The Public Body shall comply with any state or federal requirements regarding use of all funds.

2. County Responsibilities:

2.1. Consideration. For performing the services as outlined in this agreement, public body shall be paid by the County the sum of \$150,840.00 (One Hundred and Fifty Thousand Eight Hundred and Forty Dollars and Zero Cents) annually with a 3% annual increase upon approval of detailed expenditures report.

2.2. The County agrees to make its initial payment upon execution of this Agreement. The County will make four subsequent payments to the Public Body annually for the duration of this Agreement upon being invoiced by the Public Body. The County agrees to pay the Public Body within 30 days of being issued the invoice.

## TEMPORARY LICENSE AGREEMENT

Licensor hereby agrees to grant to Licensee this "License" to enter and utilize the License Area in its "as is" condition for the Permitted Use during the Term in accordance with the following terms and conditions and in consideration of payment by Licensee to Licensor of the License Fee, which payment is due upon execution of this License. Capitalized terms shall have the meanings ascribed to them below:

Licensor	Rochester Hills Public Library
Licensee	FWREF II Rochester, LLC d/b/a Royal Park
Term	Two (2) year term commencing on December 12 <sup>th</sup> 2022
Permitted Use	Vehicle Parking for Valet Operations
License Fee	\$1000 per month
Property	500 Olde Towne Road, Rochester, MI 4307-2043
License Area	Parking spaces as shown in the area delineated in red on Exhibit A.

This License is granted subject to the following terms, provisions and conditions:

Licensor agrees to license to Licensee, and Licensee agrees to license from Licensor the non-exclusive use of the Licensed Area, for use by Licensee and its management company Davidson Hotel Company LLC d/b/a Davidson Hospitality Group ("Davidson") and their employees, for the purposes of overflow valet parking of motor vehicle on the terms set forth herein. Davidson and its employees shall fully comply with this License. Licensee is responsible under this Agreement for all actions and omissions of Davidson and its employees. Licensee shall use the License Area in a good, safe, prudent and reasonable manner.

In exercising its rights under this License, Licensee must not unreasonably interfere with the use of the Property by Licensor.

Licensee shall not make any alterations, additions, or improvements, in, to or about the License Area. Licensee shall not be responsible for snow removal or any other maintenance of the Licensed Area. Licensor shall maintain the Licensed Area in good and satisfactory condition, as existing as of the date of this License, perform all maintenance including snow removal, and shall provide adequate lighting for the Licensee to utilize the License Area for the Permitted Use.

If any governmental license or permit is required for the proper and lawful use of the Licensed Area or other activity carried on at the Licensed Area, or if a failure to procure such a license or permit might or would in any way affect the operations of Licensee, then Licensor, at its expense, will duly procure and thereafter maintain such license or permit and submit same for inspection by Licensee. Licensor, at its sole cost and expense, will at all times comply with the requirements of each such license or permit. Similarly, Licensee shall obtain and maintain any license required for its activities.

Both parties shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force or which may hereafter be in force, pertaining to the License Area and Property, occasioned by or affecting the use thereof by Licensee.

Both parties may terminate this License for any reason upon 30 day written notice to the other party. In the event of early termination of this License and unless the termination was a result of Licensee's breach of this License, Licensor shall return a pro rata share of the License Fee corresponding to the unused proportion of the Term. Licensor may terminate this License if Licensee breaches this License and the breach remains uncured for seven days after written notice of breach is sent by Licensor to Licensee.

Licensor will invoice Licensee monthly. Payments are due 30 days after receipt of Licensor's invoice. Licensee may withhold or deduct from payments to Licensor if Licensee reasonably and in good faith disputes Licensor's charges.

Licensee shall keep the License Area and the Property free from any liens and encumbrances arising out of any work performed, materials furnished or obligations incurred by Licensee, and in the event of a lien, Licensee shall indemnify Licensor from and against all costs and fees, including attorney's fees incurred to immediately remove any such lien or encumbrance.

If, after expiration or earlier termination of the Term, Licensee shall continue to utilize the License Area without a written agreement as to such use, then Licensee shall be deemed a daily renter of the parking stalls occupied by Licensee and the rental rate during such holdover period shall be one and one-half times the equivalent of the rate charged by Licensor for similar parking spaces for each 24 hour period or portion thereof. In addition, Licensor shall have the right but not the obligation to remove Licensee from the License Area or avail itself of any other remedies at law or in equity including remedies for breach of this License.

Licensor will notify the Licensee 30 days in advance of any rate increases.

Licensee shall have 24 hour access to the License Area; provided, however, that Licensee may only use up to 25% of the parking spaces at the Property during the hours Licensor is open to the public.

Licensee shall have the right to install signage in the License Area regarding its use of the License Area, provided such signage is approved by Licensor and maintained by Licensee.

To the extent permissible by law, Licensee covenants and agrees to defend, indemnify and hold harmless Licensor, its officers, agents and employees against any liability, loss, damage, demand, action, cause of action or expense of whatever nature (including without limitation costs of fines, penalties, court costs and attorney's fees) that may result from any act, omission, loss, injury, death or damage allegedly sustained by any person, firm, corporation or other entity which arises out of or is caused by reason of the Licensee's or Davidson's use of the License Area or its failure to comply with any of the terms and conditions of this License and except to the proportionate extent that such losses and damages result from the Licensor's gross negligence or willful misconduct. To the extent permissible by law, Licensor shall indemnify, defend and hold harmless Licensee, Davidson Hotel Company LLC d/b/a Davidson Hospitality Group, their respective affiliates, and their respective owners, directors, officers, agents and employees (the "Licensee's Indemnified Parties"), against and from all third-party claims, expenses or liabilities of whatever nature arising from or relating to (a) the failure of Licensor or Licensor's employees to comply with this Temporary License Agreement or any law, rule, order, regulation or lawful direction now or hereafter in force of any public authority, to the extent the same are related, directly or indirectly, to the Licensed Premises; or (b) the gross negligence, fraud or willful misconduct of Licensor, or Licensor's employees or agents. This indemnity shall indemnify Licensee and the Licensee's Indemnified Parties against all expenses or liabilities incurred in connection with any such claim or proceeding brought thereon.

**Licensee, shall, at its sole cost and expense, maintain the following insurance or pay the following premiums with respect to the premises:**

Commercial General Liability Insurance: to include products liability, completed operations, contractual, broad form property damage and personal injury.

General Aggregate	\$2,000,000
Each Occurrence	\$1,000,000

Comprehensive Automobile Liability Insurance: to include all motor vehicles owned, hired, leased, or borrowed.

Bodily Injury/Property Damage	\$1,000,000 (each accident)
Personal Injury Protection	Per Michigan Statutes

Workers' Compensation Insurance: Per Michigan Statutes

The Licensee's commercial general liability, comprehensive automobile liability, and professional liability insurance policies and/or certificates of insurance shall be issued to include Licensor as "additional insured." All such insurance shall provide that the insurance may not be cancelled except upon thirty (30) days (ten (10) days for nonpayment of premium) notice to Licensor.

Licensor warrants that it shall at all times carry, at its own expense, type and amounts of insurance that are industry standard and commercially reasonable to satisfy its obligations under this Agreement.

If Licensee's hotel is sold or ownership of the hotel is otherwise transferred, Licensee may assign or transfer this Agreement to the new owner without payment or penalty.

The Licensor shall retain all rights to use and occupy the License Area for any and all purposes except if such use or occupancy impairs Licensee's reasonable ability to utilize the License Area for the Permitted Use.

The rights granted herein are without covenant of title or warranty of quiet possession of the License Area. This License shall not be deemed to create a leasehold estate or to create a landlord-tenant relationship between Licensor and Licensee. Nothing herein shall be deemed to grant leasehold rights to Licensee.

**Acknowledged and agreed:**

<p><b>LICENSOR:</b> Rochester Hills Public Library</p> <p>_____</p> <p>By: _____</p> <p>Its: _____</p> <p>Date: _____</p>	<p><b>LICENSEE:</b> FWREF II Rochester, LLC dba PARK</p> <p>By: Davidson Hotel Company LLC d/b/a Davidson Hospitality Group, management agent</p> <p>_____</p> <p>By: _____</p> <p>Its: <u>General Manager</u></p> <p>Date: _____</p>
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EXHIBIT A – License Area



23183:00002:6851654-1



# Projects that could be funded with in lease revenue

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**Option #1:** Enhancing outdoor spaces with all-weather picnic tables (\$1600/ea) and bike racks (\$500/ea)



**Option #2:** Rebuilding the alphabet garden path to make it ADA accessible



**Option #3:** Enhancing the exterior walkways with garden art or interactive instruments (\$8,000/ea)



**Option #4:** Enhancing seating/lighting in Adult Services with new furnishings

