



Board of Library Trustees Meeting
Thursday, September 5, 2024 at 7:00 PM
Lucia Mastrangelo Meeting Room - Watertown Free
Public Library
123 Main Street, Watertown, Massachusetts 02472

Agenda

1. Call to Order
2. Secretary's Report
 - A. Minutes of June 18, 2024 Meeting
 - B. Minutes of August 8, 2024 Meeting
3. Public Forum
4. Financial Report
 - A. FY25 Budget
 - B. Burke Fund Report
 - C. HATCH Financials
5. Chair's Report
6. Director's Report
 - A. General Updates
7. Old Business
8. New Business
 - A. Consideration and Action on Gallery Exhibition Policy Update
 - B. Consideration and Action on Hosmer Lending Contract
 - C. Consideration and Action on O'Some Contract
 - D. FY25 Action Plan Review
 - E. Strategic Plan Discussion
9. Requests for Information and Responses
10. Date of next meeting
11. Adjournment

FY25 YEAR TO DATE BUDGET REPORT

ORG	OBJ	ACCOUNT DESCRIPTION	ORIGINAL APPROP	TRANFRS/ADJSMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
0161051	510111	FULL TIME SALARIES	2,261,633	0	2,261,633	338,442.60	0.00	1,923,190	15.00
0161051	510112	PART TIME SALARIES	783,726	0	783,726	102,296.66	0.00	681,429	13.10
0161051	510130	OVERTIME	30,000	0	30,000	4,548.42	0.00	25,452	15.20
0161051	510141	SHIFT DIFFERENTIAL	8,926	0	8,926	1,174.50	0.00	7,752	13.20
0161051	510143	LONGEVITY	23,786	0	23,786	0.00	0.00	23,786	0.00
0161051	510190	CLOTHING ALLOWANCE	2,925	0	2,925	1,260.00	0.00	1,665	43.10
0161051		Total 0161051 LIBRARY - PERS. SVCS.	3,110,996	0	3,110,996	447,722.18	0.00	2,663,274	14.40
0161052	520211	ELECTRICITY	156,904	0	156,904	9,446.84	130,553.16	16,904	89.20
0161052	520213	GAS	42,804	0	42,804	0.00	35,000.00	7,804	81.80
0161052	520240	OFFICE EQUIPMENT MAINTENANCE	19,949	0	19,949	2,825.58	3,809.16	13,314	33.30
0161052	520241	BUILDING MAINTENANCE	50,171	0	50,171	13,448.01	34,364.45	2,359	95.30
0161052	520244	COMPUTER MAINTENANCE	61,000	0	61,000	6,796.88	47,772.61	6,431	89.50
0161052	530327	REGIONAL LIBRARY SERVICES	91,703	0	91,703	87,573.00	0.00	4,130	95.50
0161052	530342	COMMUNICATIONS - POSTAGE	2,000	0	2,000	0.00	0.00	2,000	0.00
0161052	530383	PROGRAM SERVICES	9,270	0	9,270	0.00	155.81	9,114	1.70
0161052	540421	OFFICE SUPPLIES	13,200	0	13,200	464.64	7,354.57	5,381	59.20
0161052	540422	PRINTING & FORMS	11,000	0	11,000	1,345.00	0.00	9,655	12.20
0161052	540425	PROGRAM SUPPLIES	1,100	0	1,100	17.98	305.76	776	29.40
0161052	540430	BUILDING MAINTENANCE SUP.	18,000	0	18,000	3,736.12	9,489.64	4,774	73.50
0161052	550511	BOOKS	499,550	0	499,550	87,006.69	242,058.31	170,485	65.90
0161052	550512	BOOK PROCESSING	51,410	0	51,410	1,561.64	14,188.64	35,660	30.60
0161052	570710	IN STATE TRAVEL	500	0	500	0.00	0.00	500	0.00
0161052	570730	DUES & SUBSCRIPTIONS	1,531	0	1,531	0.00	1,250.00	281	81.60
0161052	570735	PROJECT LITERACY/TOWN	10,962	0	10,962	939.19	0.00	10,023	8.60
0161052	570785	COMMITTEE EXPENSES	2,600	0	2,600	50.00	438.00	2,112	18.80
0161052	570787	STAFF DEVELOPMENT	10,000	0	10,000	0.00	0.00	10,000	0.00
0161052		Total 0161052 LIBRARY - EXPENSES	1,053,654	0	1,053,654	215,211.57	526,740.11	311,702	70.40
0161058	580840	BUILDING RENOVATIONS	81,000	0	81,000	0.00	6,231.49	74,769	7.70
0161058	580870	REPLACEMENT OF EQUIPMENT	20,000	0	20,000	0.00	846.13	19,154	4.20
0161058		Total 0161058 LIBRARY - CAPITAL	101,000	0	101,000	0.00	7,077.62	93,922	7.00
		Grand Total	4,265,650	0	4,265,650	662,933.75	533,817.73	3,068,899	28.10

FY25 Funds and Grants

Fund or Grant	7/1/2024	Available to spend balance as of 7/1/2024	Deposits YTD	Expended YTD	Current available balance	Notes
Book Funds						
Pratt (includes Pratt Stock)	149,518.01	15,732.12	2,694.20	-	15,732.12	80% of int on periodicals
Whitney	2,767.22	2,767.22	86.02	-	2,853.24	book purchases only
Mead	6,418.63	3,418.63	174.78	25.20	3,568.21	book purchases only
Charles	2,825.14	2,625.14	72.69	-	2,697.83	Armenian History books
Barry	3,648.58	3,648.58	103.12	-	3,751.70	book purchases only
McGuire	3,395.97	2,395.97	113.13	-	2,509.10	book purchases only
W. Pierce	25,520.17	5,520.17	681.38	-	6,201.55	book purchases only
MacDonald	9,881.46	4,881.46	277.69	-	5,159.15	Grief related books
O'Reilly	11,103.78	10,603.78	285.64	-	10,889.42	Fiction
Stone	3,960.02	3,960.02	101.86	-	4,061.88	book purchases only
Campbell	5,792.43	4,792.43	149.01	-	4,941.44	Large print books
Santoro	2,439.39	839.39	62.75		902.14	Art books only
Brown	2,756.11	1,756.11	72.38	-	1,828.49	Sci-fi books
Keith	4,412.72	3,412.72	113.52	-	3,526.24	Wat history books
Drucker	3,175.19	3,175.19	81.68	-	3,256.87	Humanities books
Special Gifts	52,750.36	52,750.36	3,116.10	1,983.90	53,882.56	Unrestricted
- Cohen Fund	7,973.80	7,973.80	-	20.90	7,952.90	Cookbook and Mysteries
- Makerspace Fund	3,019.92	3,019.92	-	834.47	2,185.45	Makerspace expenses
- Bookmobile Fund	7,588.06	7,588.06	-	275.71	7,312.35	Bookmobile expenses
- Gallant Fund	19,412.99	19,412.99	-	-	19,412.99	Children's dept
Other Funds & Grants						
Kaveny	39,573.12	11,201.63	1,018.02	-	12,219.65	Benefit of the library
Masters	4,402.75	1,695.75	113.26	-	1,809.01	Trustees discretion
B. Pierce	696.73	696.73	31.78	-	728.51	Trustees discretion
LIG/MEG	448,632.78	448,632.78	4,965.56	-	453,598.34	
Revolving Printing Account	2,256.14	2,256.14	2,939.46	-	5,195.60	
Friends of Project Literacy Fundraising	56,698.50	56,698.50	-	-	56,698.50	
McCall Gift Fund	46,061.25	46,061.25	-	-	46,061.25	For children's dept only

GRIFFIN FUND REPORT

MONTH ENDING	BEG BAL	ADDED	WITHDRAWN	INTEREST / DIVIDENDS	INVESTMENT MKT VAL ADJ	VERIZON DIVIDENDS	VERIZON STOCK MKT VAL ADJ	END BAL	CASH HELD FOR INV	CASH AVAILABLE FOR SPENDING	INV
FY24 BAL FWD	179,350.19							\$ 169,445.12	\$	\$ 55,478.30	\$ 113,956.82
31-Jul	179,350.19			91.04	1,349.55		(2,329.20)	\$ 178,461.58	\$	\$ 56,918.89	\$ 146,177.42
31-Aug								\$ -	\$	\$ 56,918.89	\$ 146,177.42
30-Sep								\$ -	\$	\$ 56,918.89	\$ 146,177.42
31-Oct								\$ -	\$	\$ 56,918.89	\$ 146,177.42
30-Nov								\$ -	\$	\$ 56,918.89	\$ 146,177.42
31-Dec								\$ -	\$	\$ 56,918.89	\$ 146,177.42
31-Jan								\$ -	\$	\$ 56,918.89	\$ 146,177.42
28-Feb								\$ -	\$	\$ 56,918.89	\$ 146,177.42
31-Mar								\$ -	\$	\$ 56,918.89	\$ 146,177.42
30-Apr								\$ -	\$	\$ 56,918.89	\$ 146,177.42
31-May								\$ -	\$	\$ 56,918.89	\$ 146,177.42
30-Jun								\$ -	\$	\$ 56,918.89	\$ 146,177.42
FY25 TOTAL				31.32	668.46		(14,751.60)	\$ 189,722.84		43,545.42	\$ 146,177.42

FUNDS USED TO PURCHASE ADDITIONAL SHARES

Burke			
	Allocated	Expenditures	Available
Teen Materials	\$ 3,129.00	\$ -	\$ 3,129.00
Teen Programming	\$ 3,282.00	\$ (2,536.91)	\$ 745.09
Children's Materials	\$ 1,565.00	\$ -	\$ 1,565.00
Children's Programming	\$ 10,212.00	\$ (7,211.83)	\$ 3,000.17
Adult Materials	\$ 1,565.00	\$ -	\$ 1,565.00
Adult Programming	\$ 4,741.00	\$ (636.23)	\$ 4,104.77
Museums	\$ 5,000.00	\$ (1,050.00)	\$ 3,950.00
Movie Licenses	\$ 1,800.32	\$ -	\$ 1,800.32
Total	\$ 31,294.32	\$ (11,434.97)	\$ 19,859.35

FY25 HATCH Summary

	July 1 Allocation	Adjustments (new funds added)	Encumbrances	Expenditures	Available funds
Special Gifts	\$ -	\$ -	\$ -	\$ -	\$ -
LIG/MEG	\$ -	\$ -	\$ -	\$ -	\$ -
Building Committee	\$ 9.87	\$ -	\$ -	\$ -	\$ 9.87
Watertown Commuty Foundation Grant	\$ 3,019.92	\$ -	\$ 240.00	\$ (834.47)	\$ 1,945.45
City Budget: Equip. Maint.	\$ 14,800.00	\$ -	\$ 3,118.63	\$ (1,639.86)	\$ 10,041.51
Burke	\$ -	\$ -	\$ -	\$ -	\$ -
Totals	\$ 17,829.79	\$ -	\$ 3,358.63	\$ (2,474.33)	\$ 11,996.83



TO: Library Trustees
FROM: Kim Hewitt, Library Director
DATE: September 2024
RE: Director's Report

General Highlights

- Carey reports that this was one of the best summers ever for the Teen Department: the ELL conversation group had a solid group of 6 teens that came almost every week. They always wanted to play a cutthroat version of Uno each week. We did Pictionary, Hot Seat, conversation starter cards and more.
- Elle completed intake instructions for local history donations which is a very useful tool for us to have on hand.
- Stephanie completed a thorough weeding of the 900s.
- Jill and Elle had a wonderful meeting with the Karli from the Heckscher Museum of Art about the possible loan of our Harriet Hosmer portrait and sculpting tools for an exhibit focused on Emma Stebbins. Karli shared her extensive research into Emma Stebbins, and why she believes her to be the artist of the HH portrait. Jill was able to find some additional sources and documentation for her to strengthen her case. It's been a nice collaboration.
- The Department Heads helped Administration to prepare the ARIS report, which was then submitted on 8/16. ARIS reporting helps determine State Aid allotments.
- Teen's three interns (Gesi, Sherri and Kostas) completed their hours required for their internship. They all did great work and it was definitely worthwhile having them. We'd like to continue this program in the future.
- The Teen Room ran a few Food and Do Good sessions which had better attendance towards the end of summer when they had an average turnout of about 8 teens who did simple community service projects together.
- Teen reports, and we've seen, that the department created a "home" for several immigrant teens who visited us at least 3 times a week over the summer.

City/Community Meetings and Collaboration

- Kim attended the City Department Head meeting on August 15 and met with George Proakis and Emily Monea afterwards for our monthly meeting.
- Kim met with Tyler Cote to map out strategic planning ideas.
- Kim met with Ceronne Daly for our new monthly meetings to discuss ways the schools and library can work on DEI efforts together.
- Kirsten met two people at Arts Market who followed up regarding bookmobile visits.
- Kirsten helped delivery a new dry erase board to Belmont-Watertown United Methodist Church. Then, Kim, Janet, and Chuck Dickinson (member of the [Watertown Citizens for Peace, Justice and the Environment](#) Refugee Support

Group) put it together. It was great community building experience and unexpected connection!

Program Highlights

- The Children's Room Balloon-a-palooza brought some new visitors to our library!
- Rolie Polie Guacamole visited and performed for a crowd of over 100! Rolie Polie Guacamole has been visiting our library for years and always have an upbeat performance, and we're happy to have them.
- Saturday morning music has consistently had good turnout: Rockabye Beats had 132, Rolie Polie Guacamole had 107, and Mariana Iranzi had 75.
- The Library's 2nd Craft Supply Swap was another huge success. It's clear there is an interest in events like this – it checks the boxes for creativity and sustainability. The Reference department plans to do it – or similar – twice a year going forward.
- The BOSTON GLOBE responded to our press release about Archy LaSalle's talk at WFPL and interviewed him. [The story was published on August 27](#). This is great publicity for this artist and our event, thank you to Jamie.
- The Arts Market was a big success! Kirsten reported that nearly 400 people visited the Bookmobile during the Market, including many new visitors and new library cards!



- Teen craft programs were overflowing!
- It was a banner year for the Teen Summer Auction! One hundred kids signed up for the program, 65 of those were eligible (completed some reading (1 hr = \$1)) to participate in the auction. About 35 kids showed up for the Auction and they bid on 60 prizes. They bid for 2.5 hours- they were really engaged! The total

number of hours read was 3,816.



Project Literacy

- The summer classes were successful. We had great attendance despite the heat and broken AC's. We invited Kate Phillipson from WPS to talk about ELPAC and the schools, and Wayside to talk to our classes. We fulfilled the grant details we promised to the Watertown Community Foundation.
- We got our 2 classes for the refugee group at the shelter at 100 Beacon up and running. These classes are on Monday mornings and evenings.
- Janet noted that one of Project Literacy's teachers, Saica, has taken on challenging classes this summer and attended trainings to improve her teaching methodologies. Saica has also fulfilled some of Erin's responsibilities while Erin was away, which was extremely helpful.
- Project Literacy held their first teachers' meeting of the year last week. The agenda included academic year information on attendance, classroom policies, important dates, and resources and trainings that are available.

Facilities/IT

- Cabling project with HubTech began September 4. The children's room will be closed from 9-5 on September 12 to allow the work to be completed in that space.
- Work was done to seal the leak in the skylight above the staircase.
- Our elevator needs to have sensors replaced. It works intermittently, but occasionally the door will not shut because the sensor thinks something is in the doorway.
- We are getting quotes for window treatments to help the four main windows on the 2nd floor by the fiction area, the Mastrangelo Room, and the Children's Story Time Room.

Personnel

- Sofia Perez Estrada will begin on September 12. Sofia has spent time working in the service industry and in special education classrooms.
- Emely Torres Selmo will join us on September 16. Emely is joining us from the Cambridge Public Library.
- Interviews have begun for an Access Services Supervisor.
- Reference is training and onboarding 3 new temps and 2 new pages.
- 4 new teachers have been hired for Project Literacy.

Action Plan

- We are working to finalize our FY25 Action Plan.
- Language Plan is complete! Putting final touches on the document then will begin sharing with Trustees and staff, as well as getting some teams going to help with parts of the plan.
- We have sent an informational memo to City Council informing them of our study room build construction change. We are now back in contact with WB Mason to get an updated quote and order the build.

Gallery Exhibition Policy

The Watertown Free Public Library (WFPL) offers display space for local artists residing in Massachusetts. Non-local artists who work or go to school in Watertown are also eligible to exhibit.

~~Permitted use of the library gallery does not in any way constitute an endorsement by the library.~~
Permitted use of a library display space does not, in any way, constitute an endorsement by the Library of the presenting organization or individual's policies or beliefs.

Space

Public displays are permitted only in the T. Ross Kelly gallery on the second floor. There are two types of display space. An artist may use one or both.

Hanging Displays

Works must be prepared to hang on metal gridded panels. Works must be matted or framed, with a wire across the back to accommodate our hanging system. Glass is not necessary. Loose drawings may be hung using clips. Artists are responsible for hanging their work. Artists are also responsible for creating labels for their art, if desired. There are 13 panels on which to hang, these are 78" tall and 30-48" wide. It is suggested that the artist survey the space prior to exhibiting if the number of pieces to display is in question. Artists may not move the display panels. The gallery floor must remain wheelchair accessible.

Glass Display Case

The display case measures 48 inches in length, 66 inches in height, and 16 inches in depth and has 6 adjustable shelves inside made of tempered glass. The case has locks to keep materials inside protected. Artists are responsible for creating their own labels and signs for their art, if desired. Please note that nothing may be taped on the outside or inside of the case and nothing may be placed on top of the case.

Application Timeline

~~Applications are accepted on a rolling basis and are reviewed in May for exhibitions the following calendar year. When cancellations occur, an existing applicant will be chosen to fill the spot.~~
Applications are accepted on a rolling basis and are reviewed in May for exhibitions the following calendar year.

Applicants will be notified of booking decisions by June 30. Applications which are not selected in June will be closed. Artists are welcome to reapply by submitting a new application for the next application cycle.

If cancellations occur, an application from the next booking year will be selected to fill the cancellation.

Selection

Applications are reviewed by the gallery coordinator and the Library director.

When demand is competitive for available spots to exhibit in the gallery, the following selection criteria are used:

1. The artist's connection to Watertown, priority is given to Watertown artists.
2. Frequency of exhibits, priority is given to artists who have not previously exhibited.
3. Diversity and balance in schedule of exhibits.
 1. WFPL aims to provide “windows, mirrors, and sliding glass doors” through which our diverse community can see itself, cultivate empathy, and understand the experiences of others. For context, see the essay “[Mirrors Windows and Sliding Glass Doors](#)” by Dr. Rudine Sims Bishop.
4. How closely the exhibit, artwork, and artist complement the library's [Code of Conduct](#) and [Meeting Room Policy](#).

Frequency of Artist Exhibitions

There is high demand for exhibit space. Because of this, artists may exhibit only once in a twenty-four-month period.

Set Up

It is the responsibility of the artist to set up and take down their exhibit. Artists must set up their exhibit during regular library hours within the first three days of the month and take down their exhibit before the last day of the month unless otherwise arranged with the curator. There is no space for the curator to hold artwork.

Please plan set up and removal of exhibits according to the library hours of operation:

- Monday through Thursday 9 am to 9 pm
- Friday 9 am to 7 pm
- Saturday 9 am to 5 pm
- Sunday 1 to 5 pm

Opening Receptions

An artist may wish to arrange an exhibit reception in the Raya Stern Trustees Room adjacent to the gallery. The artist is responsible for all reception arrangements which include booking the room, catering if desired, obtaining a food permit, setting up and breaking down, and leaving the room clean.

An artist should not assume the Raya Stern Trustees Room is reserved for a reception until confirmation from Library Administration is received. Room reservations may be made through the library website or through the administration office at 617-972-6434.

Serving food in the library requires a permit, unless catered for by the Red Leaf Café. The artist must possess this permit on the day of the reception if food is served. The permit application can be

found at watertownlib.org/artgallery. All questions regarding food permits should be directed to the Watertown Health Department.

Publicity

The library will publicize the exhibit in the WFPL bimonthly printed newsletter and monthly eNewsletter with the artist's name, a brief description of the exhibit, and an image. The curator will choose an image from the artist's application for this purpose.

The artist is welcome and encouraged to promote the exhibit through other channels. Artist's promotional materials may not indicate endorsement of the exhibit by the library. Press releases must be reviewed by library administration before publication. Artists are responsible for their own handouts and printed marketing materials.

Sales

A list of works with pricing may be included; however, all sales go through the artist. WFPL takes no commission for work sold. Price lists should be made available to library patrons in exhibit spaces if the artist chooses to create them. Otherwise, please create a sign to read "If you are interested in purchasing one of these pieces, please call _____ or email the artist at _____ for more information."

Insurance

WFPL does not hold insurance for artwork on exhibit and is not responsible for loss or damage of the artist's work.

Approval

Approved by the Watertown Free Public Library Board of Trustees, April 4, 2023

The Heckscher Museum of Art

July 12, 2024

Kim Hewitt
Library Director
Watertown Free Public Library
123 Main Street
Watertown, MA 02472
khewitt@watertown-ma.gov

Dear Kim Hewitt,

The Heckscher Museum of Art is organizing the first museum exhibition and scholarly catalogue on the work of American sculptor Emma Stebbins (1815–1882). *The Sculpture of Emma Stebbins* (working title), on view from September 27, 2025 to March 15, 2026, will examine the full scope and impact of the artist's prominent transatlantic career. Curated by Dr. Karli Wurzelbacher, the project offers a powerful opportunity to present more accurate and expansive narratives of nineteenth-century American culture and history in dialogue with today's conversations about gender and sexuality, ecology and industry, and public art. We are pleased to share that *The Sculpture of Emma Stebbins* is supported in part by grants from the Henry Luce Foundation, the National Endowment for the Arts, and the Wyeth Foundation for American Art.

From 1857 to 1870, Stebbins created innovative marble sculptures while living in Rome, where she pioneered same-sex marriage with her wife, actor Charlotte Cushman. Stebbins was also a close friend and colleague of sculptor Harriet Hosmer. Drawing from museums, libraries, and private collections, this exhibition will bring together nearly every extant marble sculpture by Stebbins. Confirmed lenders include the Art Institute of Chicago, the Brooklyn Museum, the Chrysler Museum, and The Metropolitan Museum of Art, among others. The exhibition will also include paintings, works on paper, archival material, and ephemera related to Stebbins's life and work.

I am writing to respectfully request the following loans from the Harriet Goodhue Hosmer collection of the Watertown Free Public Library:

Hosmer's tools for sculpting
Seventeen pieces
Wood and metal
Dimensions vary
Gift of Harriet Hosmer Carr, 1923

Attributed to Emma Stebbins (American, 1815–1882)
Harriet Hosmer, ca. 1850
Charcoal or pencil
22 x 17 in. oval
Gift of Harriet Hosmer Carr, 1923

The Heckscher Museum of Art

Hosmer and Stebbins closely followed each other's careers and were periodically roommates in Rome from 1857 through 1864. Hosmer once wrote to her patron, "I have taken unto myself a wife in the form of Miss Stebbins, another *sculptrice* & we are very happy together." *The Sculpture of Emma Stebbins* exhibition will include a section dedicated to the process of creating nineteenth-century marble sculptures. Hosmer's tools would be an essential part of this section, because none of Stebbins's tools are extant. Another portion of the show will feature portraits of Stebbins's peers to highlight the intellectual and social networks that she and Hosmer were part of in Rome. Several sources—including this related print at the Library of Congress (<https://www.loc.gov/item/2005685739/>)—suggest that the Watertown Public Library's portrait of Hosmer is a rare surviving work on paper by Stebbins.

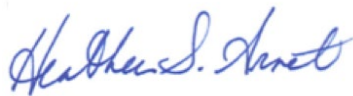
The Heckscher Museum of Art, which is accredited by the American Alliance of Museums, will assume all costs associated with the loan, including packing, transportation, and insurance throughout the travel and loan period. We have included a loan agreement for your review.

In addition to borrowing the portrait of Harriet Hosmer for the exhibition, we would like to illustrate it in the catalogue we are producing to accompany the show. Edited by Dr. Wurzelbacher, the volume will include scholarly essays by Drs. Melissa L. Gustin (Curator of British Art, National Museums Liverpool), Katrin Horn (Professor of Anglophone Gender Studies, Universität Greifswald, Germany), Laura Turner Igoe (Chief Curator, Michener Art Museum, PA), and Kelvin L. Parnell Jr. (Doctoral Candidate, University of Virginia). Playwright Tony Kushner will author a foreword to the book, and Dr. David Getsy will contribute an afterword.

When the exhibition opens in fall 2025, we would be delighted to explore the possibility of programming partnerships with the Watertown Free Public Library. Topics might include the relationship of Stebbins and Hosmer, as well as works by Stebbins that are based on literary references, including Homer, Longfellow, and Tennyson.

We look forward to sharing the remarkable stories of Emma Stebbins and Harriet Hosmer with our audiences, and we are grateful for your kind consideration of this loan request. Please contact Dr. Wurzelbacher at 631.380.3295 ext. 706 or wurzelbacher@heckscher.org should you have any questions.

Sincerely,



Heather S. Arnet
Executive Director and CEO

The Heckscher Museum of Art

INCOMING LOAN AGREEMENT

CONTACT: Kim Hewitt, Library Director
PHONE/E-MAIL: khewitt@watertown-ma.gov
REQUESTED FROM: Watertown Free Public Library
123 Main Street
Watertown, MA 02472

FOR THE EXHIBITION: *The Sculpture of Emma Stebbins (working title)*
September 27, 2025–March 15, 2026

LOAN PERIOD: August 15, 2025 – April 30, 2026

OBJECT DESCRIPTION/VALUATION

1. Attributed to Emma Stebbins (American, 1815–1882), *Harriet Hosmer*, ca. 1850.
Charcoal or pencil, 22 x 17 in. (oval). Gift of Harriet Hosmer Carr, 1923. \$ _____
2. Hosmer's tools for sculpting, Seventeen (17) pieces. Wood and metal, dimensions vary.
Gift of Harriet Hosmer Carr, 1923. \$ _____

PLEASE AMEND OR CORRECT ABOVE INFORMATION AS NECESSARY.

Please indicate how you wish to be acknowledged as the lender on wall labels and/or in the catalogue/checklist.

CREDIT LINE: _____

INSURANCE: The **total value** that the Borrowing Institution is to insure this loan (in U.S. currency): \$ _____

SHIPPING:

TO THE MUSEUM: VIA MUTUALLY ACCEPTABLE TRANSPORT/FINE ARTS CARRIER.
TO BE CONFIRMED BY HMA REGISTRAR & EXHIBITIONS MANAGER, KERRILYN BLEE
(blee@heckscher.org / 631.380.3230 ext. 5) WITH LENDER'S POINT OF CONTACT.

RETURN TO LENDER: VIA MUTUALLY ACCEPTABLE TRANSPORT/FINE ARTS CARRIER.
TO BE CONFIRMED BY HMA REGISTRAR & EXHIBITIONS MANAGER, KERRILYN BLEE
(blee@heckscher.org / 631.380.3230 ext. 5) WITH LENDER'S POINT OF CONTACT.

The signatures below indicate agreement to the loan of the objects listed above, subject to the "Conditions Governing Loans to The Heckscher Museum" or any superseding conditions, on the reverse or attached hereto.

SIGNATURE/TITLE OF LENDER OR AUTHORIZED REPRESENTATIVE

DATE

KERRILYN BLEE, REGISTRAR & EXHIBITIONS MANAGER, THE HECKSCHER MUSEUM OF ART

DATE

PLEASE SIGN AND RETURN A COPY OF THIS AGREEMENT TO THE REGISTRAR. A COUNTERSIGNED COPY WILL BE RETURNED TO YOU.

The Heckscher Museum of Art

CONDITIONS GOVERNING LOANS

The Heckscher Museum of Art is a Division of the Town of Huntington, New York, as well as a non-profit educational corporation chartered by the State of New York. The legal designation of the Museum is: "Town of Huntington - Heckscher Museum."

Objects lent to The Heckscher Museum of Art (hereafter referred to as HMA) shall remain in its possession for the time specified on the face of this agreement unless specific arrangements are made for extension of the loan. Objects may be withdrawn from Special Exhibitions only by mutual consent of the Lender and the Executive Director of HMA. Otherwise, it rests with the discretion of HMA as to whether and for how long objects lent to it shall be exhibited to the public.

1. HMA will give objects on loan the same care provided similar property of its own. Evidence of damage to objects upon receipt or while in HMA's custody will be reported immediately to the Lender. No alteration, repair, cleaning or restoration of loaned objects will be undertaken without the written authorization of the Lender. The Lender certifies that objects are in good condition and will withstand the ordinary strains of packing and transport.
2. Costs of packing and transport to and from HMA will be assumed by HMA unless the loan is at the Lender's request. The method of shipment must be agreed upon by both parties. Objects shall be packed and unpacked by experienced and competent packers. If responsibility for preparation for transport rests with the Lender, the Lender will assure that objects are adequately and securely wrapped, packed, and/or crated for the type of shipment agreed upon, including any special instructions, where necessary, for unpacking and repacking. Objects will be returned in the same or similar materials as received unless otherwise instructed by the Lender.
3. HMA will insure objects lent to it under a fine arts insurance policy for the amount(s) listed on the face of this agreement against all risks of physical loss or damage from any external cause while in transit and on location during the loan period. This insurance policy contains the usual exclusions of loss or damage due to such causes as: gradual deterioration; inherent vice; moths; vermin; war; invasion; hostilities; insurrection; confiscation by order of any government or public authority; risks of contraband or illegal transportation or trade; nuclear radiation or contamination; and for damage resulting from any authorized repairing, restoration or retouching process. In the event of any loss or damage, recovery, if any, shall be limited to such amount as may be paid by the insurer, hereby releasing the Town of Huntington, the Heckscher Museum of Art, their trustees, officers, agents and employees from liability for any and all claims arising out of such loss or damage. In respect to an object which has been industrially fabricated and can be replaced to the (living) artist's specifications, HMA's liability shall be limited to the cost of such replacement.
4. The Lender, if applicable, reserves ownership of all copyright, whether under common law or statute, in the object(s) lent. Unless specifically denied, the lender will allow the Borrower in perpetuity to photograph and reproduce the work/s for all standard museum purposes, including: registration, documentation, education, marketing, print publications, and exhibition publicity in all media including print, video, television, the Borrower's website, social media initiatives, and any other purposes deemed necessary by the Borrower in connection with an exhibition or general Borrower policy.
5. Following the expiration of the loan period, the object(s) will be released to the Lender according to the instructions on the face of this agreement. At such time, HMA may request the removal of any property deposited with it by written notice to the Lender. If HMA, after making all reasonable efforts and through no fault of its own, shall be unable to return the object(s) within sixty (60) days, then HMA shall have the absolute right to discontinue insurance coverage by HMA, to place the object(s) in storage at the Lender's risk and expense, to charge regular storage fees, and to have and enforce a lien for such fees.
6. If ownership should change during the loan period, the new owner will be required to establish proper right and title to the object prior to its release by proof satisfactory to HMA. If the address for return should change under any circumstances during the loan period from that provided on the agreement, the Lender/owner may be required to pay any additional shipping charges necessitated thereby.
7. Attributions, dates and other information pertaining to the object(s) listed on the face of this agreement are as furnished by the Lender. Information subject to verification by HMA staff may be amended prior to catalogue publication and/or public exhibition. The valuation is as provided by the Lender and is not to be considered an appraisal by HMA, even if accepted for insurance purposes.

CITY OF WATERTOWN, MASSACHUSETTS

AGREEMENT

THIS AGREEMENT made this 1st day of October, 2024 by and between the CITY of WATERTOWN, a municipal corporation duly organized under the laws of Massachusetts and having a usual place of business at 149 Main Street, Watertown, Massachusetts, hereinafter referred to as the “CITY”, and O’Some Cafe, a LLC having a usual place of business at 100 Main Street, Watertown, MA 02472, hereinafter referred to as the “CONTRACTOR”.

WITNESSETH:

WHEREAS, the CITY invited the submission of proposals for the operations of Watertown Free Public Library Café, hereinafter “the Project”; and WHEREAS, the CONTRACTOR submitted a Proposal to perform the work required to complete the Project; and

WHEREAS, the CITY has decided to award the contract therefor to the CONTRACTOR.

NOW, THEREFORE, the CITY and the CONTRACTOR agree as follows:

1. CONTRACT DOCUMENTS. The Contract Documents consist of this Agreement, the City’s Request for Proposals (“RFP”) and the CONTRACTOR’s Proposal. The Contract Documents constitute the entire Agreement between the parties concerning the work, and all are as fully a part of this Agreement as if attached hereto, and what is required by one Contract Document shall be deemed required by all. In the event of any conflict in and among the various Contract Documents, the conflict shall be resolved by giving precedence to the Contract Documents in the following order: (1) any amendments to this Agreement signed by the Parties; (2) this Agreement; (3) the RFP; and (4) Contractor’s proposal.
2. THE WORK. The Work consists of Full service operation of the Watertown Free Public Library Café, as more fully described in the Contract Documents as defined above.
3. TERM OF CONTRACT. This Agreement shall be in effect from October 1, 2024 and shall expire on September 30, 2025, renewable for two (2) years subject to the discretion of the City of Watertown, which, if renewed, will result in a three-year term ending September 30, 2027, unless terminated earlier pursuant to the terms hereof.
4. COMPENSATION.
 - A. The Contractor shall pay the City as full compensation for the performance of the work outlined in Section 2 above the contract sum of \$100 per month or 5% of gross profits, whichever is greater, as set forth in the RFP; the first payment will be

due for the month when Contractor commences operations, or for the month starting January 1, 2025, whichever is earlier.

- B. Neither the CITY's review, approval or acceptance of, nor payment for any of the items and/or services provided shall be construed to operate as a waiver of any

rights of the CITY under the Agreement or any cause of action arising out of the performance of the Agreement.

- C. The CITY shall cancel this Agreement if funds are not appropriated or otherwise made available to support continuation of performance in any fiscal year succeeding the current fiscal year as required by G.L. c. 30B, sec. 12(c)(3). Contractor shall make payments within thirty (30) days after its receipt of Invoice.

6. LIABILITY OF THE CITY Nothing in this Agreement shall be construed to render the CITY or any elected or appointed official or employee of the CITY, or their successors in office, personally liable for any obligation under this Agreement.
7. INDEPENDENT CONTRACTOR. The CONTRACTOR acknowledges and agrees that it is acting as an independent contractor for all work and services rendered pursuant to this Agreement, and shall not be considered an employee or agent of the CITY for any purpose.
8. INDEMNIFICATION. The CONTRACTOR shall indemnify, defend, and hold the CITY harmless from and against any and all claims, demands, liabilities, actions, causes of actions, costs and expenses, including attorney's fees, arising out of the CONTRACTOR's breach of this Agreement or the negligence or misconduct of the CONTRACTOR, or the CONTRACTOR's agents or employees.
9. INSURANCE.
 - A. The CONTRACTOR shall obtain and maintain in full force and effect during the term of this Agreement the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts, and acceptable to the CITY, as set forth below and the RFP:
 1. The CONTRACTOR shall, before commencing performance of this Agreement, provide by insurance for the payment of compensation and the furnishing of other benefits in accordance with M.G.L. c.152, as amended, to all its employees and shall continue such insurance in full force and effect during the term of the Agreement.
 2. The CONTRACTOR shall also maintain general liability insurance, including property damage, bodily injury or death and personal injury, in an amount of not less than \$1,000,000/\$2,000,000 and motor vehicle liability insurance against claims for damages because of bodily injury or death of any person or damage to property in an amount not less than \$500,000/\$1,000,000. **The CITY shall be named as an additional insured on the general liability and automobile liability coverage.**
 3. Certificates and any and all renewals substantiating that required insurance coverage be in effect shall be filed with the Agreement. Any cancellation of insurance, whether by the insurers or by the insured, shall

not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the CITY at least fifteen days prior to the intended effective date thereof, which date shall be expressed in said notice.

4. All policies shall identify the CITY as an additional insured (except Workers' Compensation) and shall provide that the CITY shall receive written notification at least 30 days prior to the effective date of any amendment or cancellation. Certificates evidencing all such coverages shall be provided to the CITY upon the execution of this Agreement. Each such certificate shall specifically refer to this Agreement and shall state that such insurance is as required by this Agreement. Failure to provide or to continue in force such insurance shall be deemed a material breach of this Agreement and shall be grounds for immediate termination.

10. ASSIGNMENT. The CONTRACTOR shall not assign, sublet or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the CITY, and shall not assign any of the moneys payable under this Agreement, except by and with the written consent of the CITY.

11. TERMINATION. A. Termination for Cause. If at any time during the term of this Agreement the CITY determines that the CONTRACTOR has breached the terms of this Agreement by negligently or incompetently performing the work, or any part thereof, or by failing to perform the work in a timely fashion, or by failing to perform the work to the satisfaction of the CITY, or by not complying with the direction of the CITY or its agents, or by otherwise failing to perform this Agreement in accordance with all of its terms and provisions, the CITY shall notify the CONTRACTOR in writing stating therein the nature of the alleged breach and directing the CONTRACTOR to cure such breach within ten (10) days. The CONTRACTOR specifically agrees that it shall indemnify and hold the CITY harmless from any loss, damage, cost, charge, expense or claim arising out of or resulting from such breach regardless of its knowledge or authorization of the actions resulting in the breach. If the CONTRACTOR fails to cure said breach within ten (10) days, the CITY may, at its election at any time after the expiration of said ten (10) days, terminate this Agreement by giving written notice thereof to the CONTRACTOR specifying the effective date of the termination. Upon receipt of said notice, the CONTRACTOR shall cease to incur additional expenses in connection with this Agreement. Upon the date specified in said notice, this Agreement shall terminate. Such termination shall not prejudice or waive any rights or action which the CITY may have against the CONTRACTOR up to the date of such termination, and the CONTRACTOR shall be liable to the CITY for any amount which it may be required to pay in excess of the compensation provided herein in order to complete the work specified herein in a timely manner. Upon such termination, the CONTRACTOR shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the CITY.

B. Termination for Convenience. The CITY may terminate this Agreement at any time for convenience by providing the CONTRACTOR written notice specifying therein the termination date which shall not be sooner than ten days from the issuance of said notice. Upon receipt of said notice, the CONTRACTOR shall cease to incur additional expenses in connection with this Agreement. Upon such termination, the CONTRACTOR shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the CITY, such payment not to exceed the fair value of the services provided hereunder.

12. INSPECTION AND REPORTS. The CITY shall have the right at any time to inspect the work of the CONTRACTOR, including the right to enter upon any property owned or occupied by CONTRACTOR, whether situated within or beyond the limits of the CITY. Whenever requested, CONTRACTOR shall immediately furnish to the CITY full and complete written reports of its operation under this Contract in such detail and with such information as the CITY may request.
13. ROYALTIES AND PATENTS. The CONTRACTOR shall pay all applicable royalties and license fees. In addition, the CONTRACTOR hereby represents that it is duly authorized to use any process or other intellectual property rights held by third parties in the performance of this Agreement, it shall defend all suits or claims for infringement of any patent or other intellectual property rights and shall indemnify and hold the CITY harmless from loss on account thereof.
14. SUCCESSOR AND ASSIGNS. This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the CITY nor the CONTRACTOR shall assign or transfer any interest in the Agreement without the written consent of the other.
15. COMPLIANCE WITH LAWS. The CONTRACTOR shall comply with all Federal, State and local laws, rules, regulations and orders applicable to the work provided pursuant to this Agreement, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the performance of such work.
16. NOTICE. Any and all notices, or other communications required or permitted under this Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties at the addresses set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service, when deposited with such delivery service.
17. SEVERABILITY. If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining

terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

18. GOVERNING LAW. This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the CONTRACTOR submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.

19. ENTIRE AGREEMENT. This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

I certify that an appropriation
is available in the amount of this
Contract.

CITY OF WATERTOWN, MA

By its: _____

City Auditor

Approved as to Form:

CONTRACTOR:

City Attorney

(Signature)

(Name and Title)

**City of Watertown
Procurement Department**

REQUEST FOR PROPOSALS:

**CAFÉ
for**

WATERTOWN FREE PUBLIC LIBRARY

MAY 2024

REQUEST FOR PROPOSAL
“Café”
For
Watertown Free Public Library

The City of Watertown is seeking Proposals and sealed Price Proposals for “Café” Services at the Watertown Free Public Library. Cafe Services will be effective July 1, 2024 through June 30, 2025, renewable for two (2) years subject to the discretion of the City of Watertown, to complete a three-year term ending June 30, 2027. The City of Watertown reserves the right to reject any and all proposals.

The selected firm shall have demonstrated previous experience in providing Café Services as specified in the RFP. Proposers may obtain complete sets of RFP Contract Documents starting on Wednesday, May 22nd, 2024. Copies may be obtained electronically online, at no cost, by completing the registration page on the City’s website at <https://watertown-ma.gov/Purchasing>. Scroll to the project title and, at the bottom of the project description, click on the link titled “Link to request bid materials”. If you have any questions on how to register, please email: Purchasing@Watertown-MA.gov. Addenda will be sent via email to all plan holders that have registered with our website. **No late submissions will be accepted.** It is recommended that respondents to this request familiarize themselves with the detailed RFP.

It is the intent of the Awarding Authority to award a contract within twenty (20) days after receiving the proposals. This service is being procured according to MGL. 30B.

The deadline for submitting proposals to the City of Watertown Procurement Department, Administration Building, 149 Main Street, Watertown, MA, 02472, is **11:00 a.m., Wednesday, June 5, 2024. This is not a public bid opening.**

City of Watertown

Brian Wyncoop
Chief Procurement Officer

**City of Watertown
Request for Proposals
Watertown Free Public Library Café**

Table of Contents

Section I	Introduction
Section II	Proposal Submission Requirements
Section III	Minimum Criteria
Section IV	Comparative Evaluation Criteria
Section V	Award of Contract
Section VI	Scope of Work and Contract Requirements
Section VII	Appendices
	A. Library Hours of Operation
	B. Library Code of Conduct
	C. Library Policy on Food and Drink
	D. Non-Collusion Form
	E. Insurance requirements
	F. City of Watertown Sample Contract

Section I Introduction

The Watertown Free Public Library seeks proposals for providing food service in the Library Café with a basic menu of high-quality beverages, snacks, and food offerings through courteous and professional service to library patrons and outside clientele.

About the Library:

Located in Watertown Square, the Library is surrounded by city government offices, local businesses, and residences. The current Café clientele includes Library patrons and area business staff and residents.

Current traffic into the Library is estimated at 305,000 annually.

The Library facilities and programs include:

One large meeting room (200 person capacity), two smaller meeting rooms, and three group study rooms. The Library is a bustling location as shown by our 2023 statistics:

Adult Programs: 407 programs with a total of 5,973 attendees

Children's Room: 359 programs with a total of 15,720 attendees

Young Adult Room: 125 programs with a total of 1,106 attendees

General Audience Programs: 128 programs with a total of 634 attendees

Study Room: 4,944 reservations

Project Literacy: An English Language Learning program that serves over 1,000 students annually and employs 11 teachers and 250 volunteers.

Computer area with 14 workstations and 33 laptops for use within the building.

The Library hours, which are subject to change, are currently:

Monday – Thursday, 9:00 a.m. – 9:00 p.m.

Friday, 9:00 a.m. – 7:00 p.m.

Saturday, 9:00 a.m. – 5:00 p.m.

Sunday, 1:00 p.m. – 5:00 p.m.

See Appendix A for the Library Code of Conduct.

About the Café:

The Café is located on the first floor directly off the main corridor near the front entrance and adjacent to the Circulation Desk, Children's, and Teen's Rooms. The dimensions are 36' X 20'. There is also a storage room with dimensions 10' X 12'. The floor is VCT tiles. The Library provides eight tables and 16 chairs. A counter, prep sink, and hand sink are provided by the Library, as well as a triple sink in the storage area. A grease trap, as required by the Health Department, is also provided. The proposer will be responsible for installation of any refrigeration or other equipment. The proposer will be responsible for any maintenance, plumbing work, or repair to proposer-owned equipment and sinks.

Consumption of beverages in covered containers is allowed in the Library. Food consumption is allowed in the café area, staff room and all meeting rooms during select events. See Appendix B for the Library policy on Food and Drink.

Section II Proposal Submission Requirements

Three (3) copies of the proposal must be submitted to the Procurement Department 149 Main Street, Watertown, MA 02472 **no later than 11:00 am, Wednesday, June 5, 2024**. Proposals must be in sealed envelopes, plainly marked **Watertown Free Public Library Café**. There will be no public opening of proposals. The names and addresses of all parties submitting proposals will be provided to the committee selected to evaluate them. **THE ENCLOSED NON-COLLUSION FORM MUST BE SIGNED AND SUBMITTED ALONG WITH PROPOSALS.**

As required by M.G.L., c.30B, s.6, each copy of the proposal must contain (2) original sealed envelopes, one marked **“Watertown Free Public Library Café - Price Proposal”** and one marked **“Watertown Free Public Library Café - Technical Proposal”**. The Technical Proposal shall not include any price information. All addenda will be emailed to all registered plan holders on the City of Watertown bid hosting website. All proposers must include with their proposal written acknowledgment in writing of their receipt of any & all addenda.

PRICE PROPOSAL

The price proposal will include a provision for rent paid to the City of Watertown. An advantageous proposal provides for a rent of \$100 per month or 5% of gross profits, whichever is greater.

TECHNICAL PROPOSAL

The technical proposal must include:

1. **Proposed Menu.** The proposed menu will, at a minimum, include offerings in each of the following categories and include prices and portion sizes:

Coffee and tea drinks

Dessert and snack items, including at least one healthy snack option.

Other beverages such as bottled water, juices, and soft drinks in bottles or cans.

2. **Experience and Qualifications.** A description of the qualifications and food service experience of the proposer.
3. **Proposed Equipment, Packaging, and Utensils.** Information on any proposed equipment, food packaging, and utensils. The City of Watertown strongly encourages the use and purchase of recycled products.
4. **Proposed Business Operations Plan.** The proposer's plan for operation of the Café. Areas covered by the plan should include **at a minimum**, the following:

Hours of Operation.
Proposed plan of operation for staffing, methods of displaying and serving food.
Proposed signage and marketing plan.
5. **References.** Each proposal should include a minimum of three (3) business references.

Section III Minimum Criteria

All proposals must meet the following minimum criteria in order to be considered for further evaluation:

- a. Experience.** The proposer must have at least three (3) years of experience in the food service industry.
- b. Standard Menu.** The proposed standard menu must include items from each of these categories: Beverages, Dessert, and Snack Items.
- c. Staffing Requirements.** The proposed business operations plan must indicate trained and competent staff during all operating hours of the café. All café personnel are subject to the Library's Code of Conduct and will be required to behave in a professional and courteous manner at all times.
- d. Menu Display.** A menu will be displayed for patrons to see the current pricing for all items. Café personnel will be trained and familiar with the pricing.

Section IV Comparative Evaluation Criteria

Proposals which meet the minimum criteria will be evaluated based on the following comparative criteria:

1. Experience and Qualifications: Number of years proposer has in the food service industry.

Highly Advantageous: **6 or more years**
Advantageous: **3-5 years**

2. Standard Menu Variety

Highly Advantageous: **Includes additional menu items including lunch items such as sandwiches, a free trade coffee option, gluten-free and vegan options**
Advantageous: **Includes items from all of the identified menu categories**

3. Staffing Requirements

Highly Advantageous: **Provisions for additional Café staffing during busy periods and as back-up café coverage**
Advantageous: **Café staff on site during all café hours**

4. Proposed Business Plan

A. Hours of operation:

Highly Advantageous: **Provide 8 hours of operation Monday – Saturday and 4 hours on Sunday.**
Advantageous: **Provide a shorter operating schedule but include hours each day the library is open, including Saturdays and Sundays. See Appendix D for Library hours.**

5. Interview: Proposers whose submittals meet the minimum criteria will be invited to attend a personal interview with the Evaluation Committee. The purpose of the interview will be to allow the Proposer to verbally present his/her plan for the successful operation of the café and to respond to questions from the committee.

Highly Advantageous: **Proposers who present a cogent and creative plan for the café and who demonstrate a clear and realistic understanding of its successful operation based on documentable past experience.**
Advantageous: **Proposers who present a plan that is cogent and demonstrate an understanding of a successful operation.**

Section V Award of Contract

The contract will be awarded to the proposer deemed by the evaluation committee and the Chief Procurement Officer to have submitted the most advantageous proposal taking into consideration all of the listed comparative criteria. The City of Watertown reserves the right, in the best interests of the City, to reject any and all proposals.

Section VI Scope of Work and Contract Requirements

1. General

- A. The successful proposer ("Operator" hereafter) will provide café clientele with a basic menu of high-quality beverages, lunch items, desserts, and snacks during consistently maintained and publicized hours of operation.
- B. It shall be the responsibility of the Operator to establish, review and control the pricing and portion sizes of all items available for sale in the café with final review and approval by the Library Board of Trustees.
- C. The term of the agreement resulting from this RFP will be one (1) year from the date of contract execution, renewable for two (2) years subject to discretion of the City to complete the three (3) year term. The City (acting through the Library Board of Trustees) may terminate this Agreement at any time upon thirty (30) days written notice for any reason including its own convenience or for cause, including but not limited to, failure to pay monthly rent, failure to have any necessary local, state, or federal licenses and/or permits, failure to pay any and all taxes, failure to maintain required worker's compensation insurance in force at all times, failure to comply with any local, state, or federal regulations pertaining to food establishments of this type, failure to promptly correct any use of the premises that conflicts with the City use, and failure for satisfactory behavior of all staff/management. In the case of a termination for cause, the City shall give the Operator a written notice of termination stating the basis of the termination, effective thirty (30) days after the Operator's receipt of such notice. The Operator shall have the right to cure the cause of termination within ten (10) days of receipt of the notice.
- D. Before beginning operations, the Operator will be expected to provide certificates of insurance naming the City of Watertown as an additional insured reflecting the existence of at least \$1,000,000 of General Comprehensive Liability Insurance and insurance for the payment of compensation and the furnishing of other benefits in accordance with M.G.L. c. 52, as amended, to all employed under the contract and shall continue such insurance in full force and effect during the term of the contract. The Operator shall indemnify the Library from any theft, damage, or loss of property.
- E. The Operator will obtain at its own expense all local, state, or federal licenses and/or approvals throughout the time it uses the premises pursuant to this RFP. The Operator will comply with all local, state, and federal laws, regulations, and ordinances in operating the café.
- F. The Operator must complete the Health Department Food Plan Review process. This consists of completing a Food Plan Review application (see Appendix E). In addition to

other requirements, the application submittals consist of a detailed floor plan, specification sheets for all food storage and preparation equipment, an approved menu, and a plan review application fee of \$100.

- G. To operate the establishment, a Food Establishment Permit must be obtained through the Watertown Health Department. Submission of the Food Establishment Permit Application and additional documentation of proof of Certified Food Manager certificate(s), MDPH approved allergen awareness certificate, Certificate of Insurance, Worker's Compensation Affidavit, Proof of Pest Control, proof of a Trash and Refuse service must be provided by the Operator. Additionally, a fee- which is based on the size and operations of the establishment- is required to be paid by the Operator.
- H. The Operator will, on a monthly basis, provide the Library Board of Trustees with a detailed statement of all revenue and operating expenses relating to café operations. Annually, the Operator shall document its payment of all applicable taxes and compliance with all federal, state, or local tax laws and provide this to the Library Board of Trustees. Annually at minimum, and as may be otherwise requested by the City, the Operator shall provide evidence of Worker's Compensation and General Liability insurance as required in paragraph D above.
- I. The Operator shall pay rent monthly. Rent calculation will be based on the first of each month to the last day. In the case that the first month of operation is not a full month, rent will be based on sales from the first open day to the end of that month. The Operator is to make rent payment within fifteen (15) days of the last day of the preceding month. If the Operator is delinquent for 15 days or longer in paying rent, the Operator shall pay a \$25 late fee (subject to change), accrued monthly until the payment is made in full.
- J. The Operator will be required to submit to a CORI, which is to be completed prior to the signing of a contract. This cost will be paid by the City. Employees hired by the Operator to help run the café will also be subject to a CORI before their shift begins. The Operator is responsible for this cost.

2. Facilities and Equipment

- A. The City authorizes the Operator to use the café space for the sole purpose of operating a café in accordance with this RFP. The following equipment is installed in the café and will be available for use by the Operator:
 - a. Triple sink
 - b. Food preparation sink
 - c. Hand washing sink
 - d. Slop sink (in custodial closet on same floor of library)
 - e. Grease trap
 - f. Built-in counter
 - g. 8 café tables
 - h. 16 chairs
- B. The Operator shall be responsible for providing any additional equipment which it deems necessary by reason of its operation of the café. All such additional equipment to be delivered to or installed in the café must be approved in advance by the Library Board of Trustees or their designee. Any equipment, fixture, or appurtenance the installation of which

requires a permanent alteration to the building structure shall become the property of the Library upon termination of the agreement. The Library may, at its discretion, allow the Operator to remove equipment, fixtures, or appurtenances if the Operator at its own expense and to the Library's satisfaction restores the building structure to its condition prior to installation.

- C. All kitchen mechanical equipment to be installed at the Operator's expense, including but not limited to soft drink display cases, dessert, dairy, and other assorted refrigerated cases, shall be serviced at the Operator's expense at least semi-annually to ensure proper operation. Service to heating and cooling equipment must include compressors, coils, and related mechanical components. It shall be the Operator's responsibility to ensure that all display cases are moved and the compressors, coils, interior, and exterior of machines and equipment are washed and cleaned of dirt, dust grease, and debris including behind and beneath the units. Upon termination of the contract, the Operator will remove any non-permanent equipment installed at his/her expense, unless other arrangements are made between the Operator and the City.
- D. The City will not guarantee the uninterrupted provision of electric, gas or other utilities or services except to ensure that all reasonable and diligent efforts will be pursued in restoring interrupted service. The City shall not be liable for any losses incurred by the Operator which may result from interruptions or failure of such service.
- E. The Operator will be responsible for plumbing maintenance and costs related to grease traps and sinks within the café.
- F. The Operator will not perform any spatial modifications to the café. The Library will in good faith, but without obligation, consider modifications to the facility which the Operator desires to enhance serviceability. All such modifications will be performed by the Library's own contractors. In no instance shall failure by the Library to perform a requested modification relieve the Operator from fully performing its obligations under this contract.
- G. The Operator shall provide all required equipment, furnishings, appliances, dishware, flatware, paper goods and other utensils required for the serving and consumption of the menu items. Commercial quality paper/plasticware for customer use will be acceptable.

3. Access To and Use of Space

- A. For purposes of food preparation, cleaning, etc., or for any of the purposes identified in Section F below, the Operator will be allowed access to the café between the hours of 7AM and 11PM each weekday, 8:30AM to 5:30PM on Saturday, and 12PM to 6PM on Sundays. The Operator will have no right to use the premises except during those hours described above except as specifically permitted by the Library Board of Trustees or their designee, which permission shall not be unreasonably withheld. The café operation shall not interfere with the normal operations of the Library.
- B. The seating area of the café shall be available to the public and library staff during all Library hours regardless of whether they have purchased food or beverages from the café.
- C. The café does not have doors to the public hallway that can be locked. There must always be access through the café for library staff to access the staff room off of the café. If the café is not open all of the hours that the library is open, the Operator is responsible for the

security of his/her equipment during those hours the café is not open for business.

- K. The Library or individuals as permitted by the Library may use the café seating space at times when the café is not operating, provided that such use shall not be inconsistent with the Operator's use and the Library notifies the Operator of such intended use in advance.
- L. Noise will be controlled within the café so that it cannot be heard in other parts of the library. Library staff will not be responsible for helping in this effort nor will they be expected to monitor behavior in the café. The Operator maintains sole responsibility for enforcing behavior policies. If a patron's behavior leads to a ban from the café, the patron cannot be sent to another part of the library. They must be banned from the premises. Library administration must be informed of these bans on the day that they happen.

4. Cleaning and Sanitation Requirements

- A. The Operator shall maintain all areas of the café space in a clean and sanitary manner in accordance with the highest industry standards. The Operator shall train all employees in a "clean-as-you-go" policy. The café will be subject to regular inspection by City of Watertown Health Department Officials.
- B. Continually through the day the Operator shall keep clean the VCT tile floor, counter, tables, and chairs. The VCT floor will be washed and waxed on a regular basis by the library cleaning staff.
- C. Café patrons shall be expected to bus their trays, plates, cups, and other debris to designated receptacles and locations. The Operator shall be responsible to monitor the café seating area during service hours to ensure it is maintained in a clean condition, with trash and debris removed from tables, trash receptacles emptied, and tables and chairs wiped down as needed. The Operator may deposit trash in the City Hall dumpster.
- D. The Operator shall encourage the recycling of plastic, glass, and aluminum beverage containers and shall provide separate receptacles for this purpose. The Operator is strongly encouraged to use recycled or compostable products.

5. Personnel Requirements

The Operator will be responsible to recruit, train, supervise, direct, discipline and, if necessary, discharge any and all personnel working in the café. Service should be timely, attentive, and friendly. Each employee should be clean, neat, and well groomed. Each floor of the library has public restrooms for café employee use.

6. Special Conditions

A bookstore operation is ongoing in the café space. The Operator will be responsible for collecting book sale money, accounting for those sales, and turning over the proceeds to the Library on a daily basis.

**City of Watertown
Request for Proposals
Watertown Free Public Library Café**

**Appendix A
Library Hours of Operation**

The Library's hours for FY2025 will be as follows:

Monday through Thursday: 9:00 a.m. – 9:00 p.m.
Friday: 9:00 a.m. – 7:00 p.m.
Saturday: 9:00 a.m. – 5:00 p.m.
Sunday: 1:00pm – 5:00pm

Hours are subject to annual municipal budget and Trustee vote.

**City of Watertown
Request for Proposals
Watertown Free Public Library Café**

**Appendix B
Library Code of Conduct**

Code of Conduct

Watertown Free Public Library provides a safe and comfortable environment conducive to the use and enjoyment of library materials, services, and facilities. The Library¹ is intended for the use of all members of the public. Patrons are expected to observe the rights of other patrons and staff members and to use the Library for its intended purposes.

Misconduct

Misconduct will not be allowed on any library property or at off-site library events in which library staff participate.

Definition: Misconduct may include, but is not limited to:

- Interfering with the rights of individuals to use the library materials, services, and premises²
- Interfering with the ability of staff to conduct library business
- Threatening the secure and comfortable environment of the library or those using the library
- Willfully annoying, harassing,³ or threatening another person
- Endangering or potentially endangering the safety or health of others
- Engaging in disorderly, loud, or boisterous behavior in a manner not in keeping with the atmosphere of a library
- Using abusive or profane language
- Theft, vandalism, or the deliberate destruction of materials, property, or the personal property of patrons or staff members
- Maliciously accessing, altering, deleting, damaging, or destroying any computers, peripherals, computer system, network, computer program or data
- Impeding access to library resources, premises, or an area of the premises
- Entering the non-public or locked areas, unless accompanied by a staff member or through prior authorization from a staff member
- Using personal electronic devices without earphones or with earphones at an unreasonable volume
- Using cell phones at a volume that is disruptive to others
- Distributing or posting material without staff approval
- Soliciting of sales or selling to library patrons except at library-sponsored events
- Using tobacco or nicotine delivery products on library property or within 25 feet of the premises
- Bringing animals into the library, except those trained to assist individuals with disabilities or for library-sponsored events involving animals
- Eating food in the library with the exception of the café or approved meeting room events
- Bringing uncovered beverages into the library
- Using alcohol or recreational drugs on library property
- Using restroom facilities for activities other than their intended purpose
- Being without a shirt and/or shoes
- Conduct that otherwise violates municipal, state, or federal law or regulations

Consequences

Enforcement of these rules may take the form of any of the following actions, depending upon the severity of the misconduct, which will be determined by the staff on duty at the time. Misconduct by persons under eighteen years of age is discussed by the remedies provided in the section regarding unattended children.

- Patrons who engage in misconduct will be given one warning and asked to behave in an appropriate manner. Patrons who do not modify their behavior after one warning may be asked to leave for the rest of the day.
- Patrons who engage in misconduct that in the judgment of a staff member is "extreme" may be ordered to leave the building immediately and may be requested not to return for the remainder of the day. "Extreme" misconduct may include activities that are harassing, threatening, dangerous or destructive to persons or property at the Library premises.
- If necessary, a staff member may call the police for assistance.
- Patrons who engage in misconduct may receive, by certified or registered mail or hand delivery, written notice from the Director of suspension or revocation of Library privileges, including prohibition against entering the Library or attending off-site library events for a period of one week to three years, depending on the nature of the misconduct, the extent of damage or disruption caused by policy infractions, and other relevant circumstances. Patrons may request a hearing before the Board of Library Trustees to appeal the notice within fourteen days of such notice and the notice shall include language advising the patron of the right to appeal. In addition to the appeal process described above, patrons who are suspended or have their library privileges revoked for a period longer than one year may, after the first year of their suspension, request a hearing before the Board of Library Trustees to reinstate their Library privileges. If the Board of Library Trustees is convinced that the patron has demonstrated their ability to comply with the Library Code of Conduct, the Board, in its sole discretion, may vote to reinstate the patron's Library privileges. Language advising the patron of their right to request reinstatement of Library privileges after one year of suspension shall be included in the notice from the Director of suspension.

Any unlawful actions committed in the library or on the library premises will immediately be reported to the Watertown Police Department.

1. The term "library" includes the library property at 123 Main Street, Hatch Makerspace, and the Bookmobile.
2. The term "premises" includes: the interior of all Library buildings and the exterior on the lot on which Library buildings are situated.
3. Harassment is defined as any action taken or situation created that would be reasonably deemed to produce psychological or physical discomfort, embarrassment, or humiliation for others. Harassment is characterized by requests for sexual contact, unwelcome physical advances, or conduct (verbal or physical) of a nature that is intimidating, demeaning, hostile, offensive, or potentially dangerous to self or others.

Approved by the Board of Library Trustees November 1, 2022

**City of Watertown
Request for Proposals
Watertown Free Public Library Café**

**Appendix C
Library Policy on Food and Drink**

Beverages in covered containers are permitted throughout the library. They are not permitted under any circumstances in the local history room.

Food is limited to the Café and to approved events in the meeting

rooms. *Approved by the Trustees March 7, 2006*

**City of Watertown
Request for Proposals
Watertown Free Public Library Café**

**Appendix E
INSURANCE LIABILITY COVERAGE**

- A. The CONTRACTOR shall, before commencing performance of this Agreement, provide by insurance for the payment of compensation and the furnishing of other benefits in accordance with M.G.L. c.152, as amended, to all its employees and shall continue such insurance in full force and effect during the term of the Agreement.
- B. The CONTRACTOR shall also maintain general liability insurance, including property damage, bodily injury or death and personal injury, in an amount of not less than \$1,000,000/\$2,000,000 and motor vehicle liability insurance against claims for damages because of bodily injury or death of any person or damage to property in an amount not less than \$500,000/\$1,000,000. **The CITY shall be named as an additional insured on the general liability and automobile liability coverage.**
- C. Certificates and any and all renewals substantiating that required insurance coverage be in effect shall be filed with the Agreement. Any cancellation of insurance, whether by the insurers or by the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the CITY at least fifteen days prior to the intended effective date thereof, which date shall be expressed in said notice.

osome

Watertown Free Public
Library Café Process
Proposal

\$100 per month

Watertown Free Public Library Café - Technical Proposal

1. Menu

- Cupcakes (made from scratch, lower sugar content)



- May collaborate with library for cupcake decorating classes for kids
- Open-faced toast (1 slice of toast plus toppings), also available in Gluten free bread or vegan topping options



Sweet

- Cream cheese/jam spread
- Chocolate hummus with fruits

Savory

- Avocado toast
- BLT
- Tuna salad
- Hummus with seeds

- Pre-packaged Snacks, canned soda drinks
 - Potato chips
 - Canned soda drinks
- Specialty coffee (\$4 - \$6)
 - Americano
 - Latte
 - Cappuccino
 - Mocha
 - Matcha
 - Chocolate

2. Experience and Qualifications

- O'SOME Café located in 100 Main Street, Watertown, MA 02472. Opened in year of 2021. Both founder Ricci Cheng and Co-founder Lei Shen of O'SOME café has over 10 years of food service experience, owning O'SOME café for 3 years

3. Equipment, Packaging, and Utensils

- Sandwich prepping station (undercounter refrigerator)
- Undercounter freezer
- Toaster
- Countertop convection oven (23" width)
- Stand Mixer
- Single group espresso machine
- Grinder
- Single use To-go packaging such as with wrapping paper, paper plates, sandwich to-go containers, plastic utensils etc

4. Business Operations Plan

- Hours of operation
 - Mon-Sat 930am-5pm
 - Sun 1pm-5pm
- Operation for staffing
 - 1-2 trained and ServeSafe qualified staffs
- Methods of displaying
 - Cupcakes will be display in a two-door display case
 - Toast/sandwiches made to order
- Serving food
- Signage and marketing plan
 - Outdoor signage
 - Social Media: Instagram or facebook

5. Reference

Contact:

Founder of O'SOME Cafe

Ricci Cheng

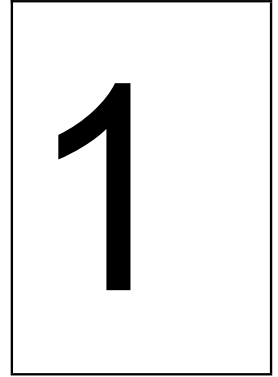
Cell: 781-521-2031

riccicwc@gmail.com

CITY OF WATERTOWN

Contract Number: 2024-083
Library Cafe

ADDENDUM NO. 1
MAY 30, 2024



The attention of bidders submitting proposals for the subject project at Watertown Library Cafe is called to the following addendum to the contract. The items set forth herein, whether of omission, addition, substitution, or clarification are all to be included in and form a part of the proposal submitted.

THE RECEIPT OF THIS ADDENDUM (NO.1) MUST BE ACKNOWLEDGED IN WRITING AS PART OF YOUR PROPOSAL SUBMISSION PROVIDED TO THE CITY OF WATERTOWN. BID SUBMISSIONS THAT DO NOT ACKNOWLEDGE THIS ADDENDUM #1 AS PART OF THEIR BID PROPOSAL SUBMISSION TO THE CITY OF WATERTOWN, WILL BE REJECTED.

BIDDER QUESTIONS:

Q1: *Could you please share the most recent Monthly Sales Reports of the previous establishment?*

A1: *Enclosed as part of this Addendum #1, is a recent quarterly statement of sales, see below.*

Q2: *Is it Possible to submit the response to the RFP electronically via email? Or is it available only by mail, as stated in the RFP document?*

A2: *No electronic or emailed submissions will be accepted. Please note page 5 of the RFP which contains details on the proposal submission requirements.*

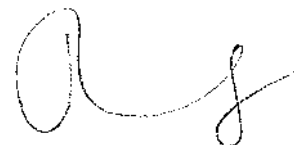
Q3: *Can the Cafe dispose of the trash at the Library's waste location? Or do they need to have their own contractor?*

A3: *Café trash can be disposed of in the dumpster behind City Hall.*

Q4: *Are the Vending Machines in the cafe area property of the Vendor of the Cafe or do they have a separate contract with the Library?*

A4: *The vending machine is currently under contract with the of the Café.*

ADDENDUM NO. 1
Page 1 of 2

 vendor

**City of Watertown
Request for Proposals
Watertown Free Public Library Café**

**Appendix D
NON-COLLUSION AND STATE TAX STATUS FORM**

CERTIFICATE OF GOOD FAITH (NON-COLLUSION) and TAX COMPLIANCE

Pursuant of M.G.L. Ch. 62C, Sec. 49A, I certify under the pains and penalties of perjury that the contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

The undersigned certifies under penalties of perjury that this bid has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

(R i c c i C h e n g)
Name of Person Signing Bid (Please Print)



Signature of Person Signing Bid

Osome Café LLC

Company

FY24 Action Plan

Center the Library Experience				
Activity 1	Key Players	Deadline	Progress	Notes
Engage with sound engineers to explore feasible options to control or diffuse sound that travels throughout the building. If feasible secure funding and create implementation plan.	Director, Assistant Director	May	not completed	We will need to move this into the FY25 plan.
Activity 2	Key Players	Deadline	Progress	Notes
Develop library-wide orientation program and documentation for all new hires including temporary/substitute staff.	Assistant Director	April	complete	This is a living document and may need tweaking as we onboard staff and find issues or omissions.
Activity 3	Key Players	Deadline	Progress	Notes
Work with Public Buildings staff to identify an area for and build an additional study or meeting room on the second floor.	Director, Public Buildings	Jan/Feb	complete	Area was identified. Once we receive the OK to move forward with the build, we will work with WB Mason to get the room built.
Engage in Reciprocal Communication				
Activity 1	Key Players	Deadline	Progress	Notes
Develop a Language Access Plan	Project Lead: Director Project Assistance: Jamie Kallestad, Allie Fry, Claudia Basaldua, Inés Gonzalez-Romero, Matt Hendrick	June	complete	We are putting the final touches on the document for presentation to Trustees.
Expand Audience				
Activity 1	Key Players	Deadline	Progress	Notes
Develop a Teen volunteer program that will encourage interested teens from diverse backgrounds to explore careers in library science.	Assistant Director, Supervisor of Teen Services	Jan-June	complete	WCF grant was submitted by Carey Conkey-Finn which supported two PAID internships.
Activity 2	Key Players	Deadline	Progress	Notes

Host a minimum of two programs using City programming budget that support the City's Climate and Energy plan.	Programming librarian, Hatch Coordinator, Teen Supervisor	June	complete	1. Imagine 2200: Climate Fiction for Future Ancestors with Tory Stephens 2. Democracy Talks - Red Lines and Green Spaces: How Racism Has Shaped the Climate Crisis 3. Hatch Fix-It Clinic 4. Craft Supply Swap 5. Edible Watertown Presents Urban Nature: Human Nature 6. Teen Clothing Swaps
Remain Flexible				
Activity 1	Key Players	Deadline	Progress	Notes
Use the City's FlashVote tool to solicit feedback for data to create the FY25 action plan.	Director	June	not completed	Worked with department heads to develop the FY25 Action Plan. We will be utilizing surveys to the public to develop our next Strategic Plan, and we just did a Children's survey this summer. Adding another poll/survey felt like it would jeopardize our ability to get feedback for the strategic plan.
Plan for Growth				
Activity 1	Key Players	Deadline	Progress	Notes
Continue to advocate for permanent location for Hatch in City property.	Director, Trustees	ongoing	complete	Expansion is built into the Watertown Square Area Plan (and bringing Hatch into the library is specifically mentioned), conversations are continuing about needs and feasibility study is planned for FY26.
Activity 2	Key Players	Deadline	Progress	Notes
Continue to build a new Friends or Library Fundraising group with a diverse membership.	Director, Trustees	Spring	ongoing	Ideally this should come from Trustees and Building Committee advocacy efforts. We plan to use Strategic Plan focus groups to gather information from residents who may be interested in taking on a Friends group development.