

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

154



FROM: Economic Development Agency

SUBMITTAL DATE:

June 13, 2011

SUBJECT: Agreement with College of the Desert for Automated Library Services

RECOMMENDED MOTION: That the Board of Supervisors approve and authorize the Chairman of the Board to sign the Agreement with College of the Desert for Automated Library Services.

BACKGROUND: The Inland Library Network, a part of the Riverside County Library System, provides automation services to several independent but cooperating libraries within Riverside County. The services are arranged by the County Librarian and maintained with oversight by the County Librarian. Agreements for these services have been in place since 1997. This agreement extends the current agreement an additional three years through June 30, 2014, at a cost of \$72,055. This agreement has been reviewed by County Counsel.

FISCAL PROCEDURES APPROVED
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER
 BY: Samuel Wong 6/13/11
 Departmental Counsel: SAMUEL WONG
 FORM APPROVED COUNTY COUNSEL
 BY: NEAL R. KIPNIS DATE: 6/13/11

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 72,055	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2011/12

COMPANION ITEM ON BOARD OF DIRECTORS AGENDA: No

SOURCE OF FUNDS: College of the Desert	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE

BY: Jennifer L. Sargent

County Executive Office Signature

- Dept't Recomm.: Consent Policy
- Per Exec. Ofc.: Consent Policy

Prev. Agn. Ref.: 10/19/2010 3.14

District: 4

Agenda Number:

3.36

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AGREEMENT FOR
AUTOMATED LIBRARY SERVICES

(Riverside County Library System and College of the Desert)

This Agreement is made and entered into by and between the COUNTY OF RIVERSIDE ("COUNTY"), and the College of the Desert ("COLLEGE") with respect to the following facts:

A. COLLEGE and COUNTY now wish to enter into an agreement whereby the COUNTY will provide automated library services to the COLLEGE library and college education centers.

B. Under this Agreement, COLLEGE will continue to be a customer of COUNTY for various automated library services including reports, maintaining and updating bibliographic, authority, holdings and patron records utilizing various software modules for common access to a shared database.

C. The contract administrator for the Riverside County Library System shall be the administrator on behalf of COUNTY for this Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

1. TERM: The term of this Agreement shall be July 1, 2011 to June 30, 2014.
2. SCOPE OF WORK: The scope of work is generally described to include the following automated library services:
 - a. COUNTY will run all Integrated Library System reports required for system operation. Reporting requirements for the COLLEGE shall be similar to those provided for COUNTY branches. COUNTY will allow COLLEGE to create, modify and electronically submit Integrated Library System reports provided the processing time used to generate such reports does not interfere with system operation and response time.
 - b. COUNTY will allow the addition of new patron and bibliographic records and specified modification of existing records. The COLLEGE's collection, patron, circulation and acquisition records shall be considered the property of the COLLEGE.
 - c. COUNTY will maintain confidentiality of all patron files and circulation records regardless of the source of inquiry, except as otherwise provided by law. Employees of each party shall have access to such records as provided for the orderly operation of each library; however, such records shall not be made

1 available to anyone else except pursuant to such process, order or subpoena, as
2 may be authorized by law. Any problems or conditions relating to the privacy of
3 circulation and patron records shall be referred to the COLLEGE and COUNTY
4 library directors for resolution.

5 d. COLLEGE will be provided with the same access to electronic databases and
6 services as the COUNTY.

7 e. COUNTY or COUNTY CONTRACTOR shall provide base on-site network
8 connectivity from the library to central automated system servers including Staff
9 administrative and Web catalog and subscription database access. All other
10 maintenance and troubleshooting responsibilities will be divided as agreed upon
11 in Exhibit "A". Up-time will be maintained during all regularly scheduled hours the
12 library is open.

13 f. Nothing in this Agreement shall be construed as restricting the right of the
14 COLLEGE to make local decisions and set local policies about the
15 administration, management, implementation and control of its own library, library
16 service, and library resources, and to operate according to the policies and rules
17 established by its governing body.

18 g. COUNTY will apprise COLLEGE of significant policy decisions which directly
19 impact the scope of services provided under this Agreement.

20 h. COUNTY will act as the paying agent for any COLLEGE collection agency
21 charges incurred under the contract between COUNTY and the contracted
22 collection agency, as set forth in Exhibit A.

23 All of the above work is more specifically set forth in Exhibit A, which is attached hereto
24 and made a part hereof by this reference.

25 3. PAYMENT: Payment will be made semi annually and will be made within two
26 weeks of receipt of the billing invoice.

27 COLLEGE agrees to pay an annual service charge determined as follows:

28 a. The percentage of library materials circulation as defined in part b. below will
be multiplied by the actual cost as defined in part d below for the fiscal year two
years previous to the year in question.

b. The percentage of library materials circulation (items borrowed) in the
COLLEGE library relative to combined total of library materials circulation (items
borrowed) for the Riverside County Library System, Moreno Valley, and Murrieta
Libraries for the fiscal year two years previous to the year in question.

1
2 c. Cost increases will be limited to 10% annually until the full cost of the
3 services is reached.

4 d. The actual cost in the fiscal year two years previous to the year in question
5 including:

- 6 i. Operation and maintenance of automated library circulation system
- 7 ii. Operation and maintenance of the web access catalog
- 8 iii. Operation and maintenance of the IP network
- 9 iv. Shared full text database subscriptions
- 10 v. The delivery system for interlibrary loan items to and from other
11 system libraries
- 12 vi. Other services as specified in Exhibit A

13 e. Costs shall include any migration to a new Integrated Library System (ILS) and
14 staff training and information on workflow procedures and policies. Training shall
15 be consistent with that provided at County libraries.

16 e. The total amount payable to the County for Fiscal Year 2011- 2012 shall not
17 exceed \$72,055. The total amount payable to the County for Fiscal Year 2012 -
18 2013 shall not exceed \$79,260. The total amount payable to the County for
19 Fiscal Year 2013 - 2014 shall not exceed \$87,186.

20 4. STANDARD OF PERFORMANCE. Each party will perform its duties hereunder
21 in a manner which is consistent with the standards of professional and technical excellence as
22 practiced in library systems in Southern California. In addition, each party will comply with state
23 laws regarding confidentiality with respect to registration and circulation information.

24 5. MUTUAL HOLD HARMLESS. The parties agree to hold each other, their elected
25 officials, employees, contractors and agents mutually harmless from any and all claims,
26 demands and liability, including attorney's fees, arising from each party's performance of this
27 Agreement except to the extent that such liability is caused by the negligence of the other party.

28 6. ENTIRE AGREEMENT. This Agreement sets forth the entire agreement between
the parties with respect to the subject matter hereof and all prior negotiations and dealings
pertaining to the subject matter hereof shall be deemed merged herein.

7. AMENDMENT. This Agreement shall not be modified except by written consent
of the parties.

1 Notwithstanding this provision, an increase in level of service by the COUNTY pursuant
2 to this Agreement can be negotiated by the parties and agreed to in a letter signed by the
3 COUNTY, through the County Librarian and the COLLEGE, through the COLLEGE Library
4 Director, where the letter is later ratified by both the County Board of Supervisors and the
5 COLLEGE Council within six (6) months of the date of execution of the letter by the County
6 Librarian and the COLLEGE Library Director.

7 8. ADMINISTRATION. The Assistant County Executive Officer/EDA, or his
8 designee, shall administer this Agreement on behalf of the COUNTY.

9 9. SEVERABILITY. If any provision in this Agreement is held by a court of
10 competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will
11 nevertheless continue in full force without being impaired or invalidated in any way.

12 10. TERMINATION. This Agreement may be terminated by either party upon the
13 giving of thirty (30) days written notice to the other party. Upon the failure of either party to
14 comply with a material term of this Agreement, the other party shall provide written notice of the
15 material breach. If the material breach is not corrected or if the dispute is not resolved within 15
16 days of the receipt of the notice, written notice of immediate termination of this Agreement may
17 be given. The period within which the material breach must be cured may be extended for good
18 cause.

19 If the COLLEGE withdraws from the Inland Library Network, it shall be
20 responsible for all expenses relating to the extraction of its data from the Integrated Library
21 System and the transference of that data to another system.

22 11. ASSIGNMENT. Neither this Agreement nor the duties or obligations under this
23 Agreement shall be assigned by either party without prior written consent of the other party. This
24 does not prohibit COUNTY however from performing its duties or obligations hereunder by way
25 of subcontract.

26 12. NONDISCRIMINATION. Except as provided in Section 12940 of the California
27 Government Code, during COLLEGE's performance of the contract, COLLEGE shall not
28 discriminate on the grounds of race, religious creed, color, national origin, ancestry, age,
physical handicap, medical condition including the medical condition of Acquired Immune
Deficiency Syndrome (AIDS) or any condition related hereto, marital status, sex or sexual
orientation in the selection and retention of employees and subcontractors and the procurement
of materials and equipment. Furthermore, COLLEGE agrees to conform to the requirements of
the Americans with Disabilities Act in the performance of this Agreement.

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13. NOTICES. All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted one (1) day after their deposit in the United States Mail, postage prepaid:

COLLEGE OF THE DESERT
43-500 Monterey Avenue
Palm Desert, CA 92260
Attn: Vice President of Business Affairs

COUNTY OF RIVERSIDE
3403 Tenth Street
5th Floor
Riverside, CA 92501
Attn: County Librarian

1 IN WITNESS WHEREOF, COUNTY and COLLEGE have caused this Agreement to be duly
2 executed on this _____ day of _____, 2011.
3

4 **COUNTY OF RIVERSIDE**

COLLEGE OF THE DESERT

5
6 By: _____
7 Bob Buster, Chairman
8 Board of Supervisors
9

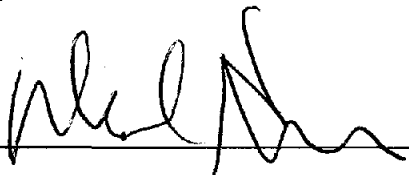
By: _____
Jerry R. Patton, President

10 **ATTEST:**
11 Kecia Harper-Ihem
12 Clerk of the Board
13

14 By: _____
15 Deputy

16 **APPROVED AS TO FORM AND CONTENT:**

17 PAMELA J. WALLS
18 County Counsel

19
20 By:  _____
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1
2 EXHIBIT "A"

3 AGREEMENT between

4 COLLEGE OF THE DESERT AND RIVERSIDE COUNTY

5 for the PROVISION OF AUTOMATED LIBRARY SERVICES

6
7 College of the Desert and Riverside County agree to the following:

8
9 1. County will support COLLEGE in the same manner as County agencies are supported.

10
11 Automation Services to provide the COLLEGE:

12 (All incidents, Call-in, Web, Emergency, etc., will be recorded in the tracking system)

- 13 - Call-in Help Desk support from 8 AM to 5 PM Mon-Fri
14 - Mechanism to report and track incidents 24/7 on a Web based Help Desk portal
15 - Emergency support on-call 24/7
16 - Interface with common systems, communications and databases vendors such as
17 Integrated Library System, AT&T, Verizon, Time Warner, Charter, Gale, etc. to resolve
18 issues.
19 - Router/Switch required by the Network for interface with Automation Services servers
20 - Broadband network connection with Automation Services & the Internet
21 - Training as available from competent County staff

22
23 2. County will ensure the resources necessary to produce reports to meet COLLEGE, County,
24 and State reporting requirements.

25
26 Automation Services to provide the COLLEGE:

- 27 - Access and necessary training for selected COLLEGE library staff to employ the
28 Integrated Library Systems tools to produce ad hoc reports to meet ad hoc
requirements. In addition to ad hoc reporting capability the following standard reports
will be provided:

Daily

Holds – Phone, Email and Paper notices to customers that items are ready to pick up

Send List – Pull list for library staff to pull items to send to other libraries for interlibrary loan

1 Fees Paid Report – Identifies and notifies collection agency what fees are paid

2

3 Weekly

4 Overdue – Phone, Email and Paper notices to customers that items are overdue

5 Bills – Phone, Email and Paper notices to customers re: fees and fines owed above
6 threshold

7 Delinquency Report – Identifies and sends delinquent accounts to collections agency

8 Quarterly

9 CSLA Direct Loan Survey – 2 week sample of Direct Loan Transactions sent to State Library

10 Interlibrary Loan Claim Report – Interlibrary Loan participation claim sent to State Library

11 Annual

12 Annual Bibliostat Statistics Report – Annual statistical report sent to State Library

13 - Other reports as staff time and machine hours permit including specific reports as arise

14

15 3. County will allow the addition of new bibliographic records and modification of existing
16 bibliographic records according to the standards mutually agreed upon in the Inland Library
17 System Technical Advisory Group (ILS-TAG) to which the COLLEGE will supply a member.

18

19 4. COLLEGE will be provided the same access to electronic databases and services as the
20 County. Currently these include the following, all of which can be searched individually, as a
21 full set or a selection set:

22

Auralog

23

BookLetters

24

(Califa) One Click Audio Core Collection

25

Gale Chilton's

26

Gale Reference Center Gold

27

Gale Health and Wellness Resource Center

28

Gale Biography

- 1 Gale Literature Resource Center
- 2 OverDrive eBooks
- 3 Reference USA
- 4 Tuition Funding Sources
- 5 Tutor.com
- 6 Worldbook Online

7

8 5. Library Automation Software modules currently provided include:

9

- 10 Authority Control
- 11 Web Public Access Catalog
- 12 Z39.50 Version 3 Server
- 13 Circulation Control
- 14 Collection Agency Interface
- 15 Acquisitions and Fund Accounting
- 16 Staff Clients
- 17 Telephone Notification
- 18 Reporting Module
- 19 MARC Bib Import/Export Utility
- 20 3M Self-Check Interface
- 21 OCLC ILL Protocol Interface
- 22 Serial Checkin & Control
- 23 Academic Reserves
- 24 EDI Electronic Ordering
- 25 9XX Order Interface (Acquisitions)

26 6. COUNTY or CONTRACTOR will provide base on-site wide area network (WAN) equipment
27 maintenance. County will be responsible for maintaining and troubleshooting the
28 telecommunications network from the library application servers in Automation Services to

1 the COLLEGE buildings. Uptime will be maintained during all regularly schedule hours
2 library is open.

3
4 7. Services and access privileges listed above will be included in the annual service charge.
5 For additional services the COLLEGE will pay the full cost. Such services may be, but are
6 not limited to:

- 7 - Training above the level done at County libraries
- 8 - Additional software modules that are not used by the County as well as any
9 documentation, training and installation that those modules may require
- 10 - Additional hardware required for COLLEGE, but not used by County and all fees
11 associated with installation and upgrades

12
13 8. Collection Agency Services:

14 COLLEGE agrees to pay to County upon presentation of a monthly invoice, the
15 percentage of the total collection agency billing that corresponds to the COLLEGE's percentage
16 of the total system circulation based on the annual circulation for the previous calendar year.

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24 RF:SM:TG: TK:dc 10730

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