

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

165



SUBMITTAL DATE:
June 15, 2011

FROM: Economic Development Agency

SUBJECT: Library Automated Services Agreement

RECOMMENDED MOTION: That the Board approve and authorize the Chairman of the Board to sign the attached Agreement for Automated Library Services with the City of Moreno Valley.

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 provided with oversight by the County Librarian. Agreements for these services have been in place since 1997. The new agreement provides for hardware updates and database service improvements, and specifies a fee system based on circulation rather than the number of computers. This agreement extends the current agreement an additional year through June 30, 2012.

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 66,550	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: City of Moreno Valley	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

FISCAL PROCEDURES APPROVED
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER
 BY: 6/15/11
 DATE: 6/13/11
 Departmental Concurrence: SAMUEL WONG
 NEAL R. KIRNIS
 FORM APPROVED COUNTY COUNSEL

Policy Policy
 Consent Consent
 Per Exec. Ofc.:

Prev. Agn. Ref.: 6/24/08 3.25

District: 5

Agenda Number: **3.37**

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

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AGREEMENT FOR
AUTOMATED LIBRARY SERVICES
(Riverside County Library System and City of Moreno Valley)

This Agreement is made and entered into by and between the COUNTY OF RIVERSIDE ("COUNTY"), and the City of Moreno Valley ("CITY") with respect to the following facts:

A. CITY and COUNTY now wish to enter into an agreement whereby the COUNTY will provide automated library services to the CITY library system.

B. Under this Agreement, CITY 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, 2012.

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 CITY shall be similar to those provided for COUNTY branches. COUNTY will allow CITY 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 CITY's collection, patron, circulation and acquisition records shall be considered the property of the CITY.

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 available to anyone else except pursuant to such process, order or subpoena, as may be authorized by law. Any problems or conditions relating to the privacy of

1 circulation and patron records shall be referred to the CITY and COUNTY library
2 directors for resolution.

3 d. CITY will be provided with the same access to electronic databases and
4 services as the COUNTY.

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

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

16 g. COUNTY will appraise CITY of significant policy decisions which directly
17 impact the scope of services provided under this Agreement.

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

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

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

25 CITY agrees to pay an annual service charge determined as follows:

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

29 b. The percentage of library materials circulation (items borrowed) in the CITY
30 library relative to combined total of library materials circulation (items borrowed)
31 for the Riverside County Library System, Murrieta, and College of the Desert
32 Libraries for the fiscal year two years previous to the year in question.

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

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

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

12 e. The total amount payable to the County for Fiscal Year 2011- 2012 shall not
13 exceed \$66,550.

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

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

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

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

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

8. ADMINISTRATION. The Chief Executive Officer, or his designee, shall
administer this Agreement on behalf of the COUNTY.

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

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

11 If the City withdraws from the Inland Library Network, it shall be responsible for
12 all expenses relating to the extraction of its data from the Integrated Library System and the
13 transference of that data to another system.

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

18 12. NONDISCRIMINATION. Except as provided in Section 12940 of the California
19 Government Code, during CITY's performance of the contract, CITY shall not discriminate on
20 the grounds of race, religious creed, color, national origin, ancestry, age, physical handicap,
21 medical condition including the medical condition of Acquired Immune Deficiency Syndrome
22 (AIDS) or any condition related hereto, marital status, sex or sexual orientation in the selection
23 and retention of employees and subcontractors and the procurement of materials and
24 equipment. Furthermore, CITY agrees to conform to the requirements of the Americans with
25 Disabilities Act in the performance of this Agreement.
26
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1 13. NOTICES. All correspondence and notices required or contemplated by this
2 Agreement shall be delivered to the respective parties at the addresses set forth below and are
3 deemed submitted one (1) day after their deposit in the United States Mail, postage prepaid:

4 CITY OF MORENO VALLEY
5 14177 Frederick Street
6 PO Box 88005
7 Moreno Valley, CA 92552-0805
8 Attn: Library Director

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

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

3 **CITY OF MORENO VALLEY**

COUNTY OF RIVERSIDE

4
5 By _____
6 City Manager

By _____
Bob Buster, Chairman
Board of Supervisors

7
8
9 **ATTEST:**
10 City Clerk

ATTEST:
Kecia Harper-Ihem,
Clerk of the Board

11
12
13 By _____
14 Clerk

By _____
Deputy

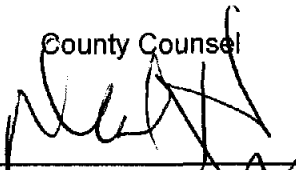
15 **APPROVED AS TO FORM**

**APPROVED AS TO FORM AND
CONTENT:**

16
17 City Attorney

Pamela J. Walls
County Counsel

18
19
20 By _____
21 City Attorney

By  _____
Deputy County Counsel

1 EXHIBIT "A"

2 AGREEMENT between

3 CITY OF MORENO VALLEY AND RIVERSIDE COUNTY

4 for the PROVISION OF AUTOMATED LIBRARY SERVICES

5
6 City of Moreno Valley and Riverside County agree to the following:

7
8 1. County will support City in the same manner as County agencies are supported.

9
10 Automation Services to provide the City:

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

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

21
22 2. County will ensure that resources necessary to produce reports to meet City, County, and
23 State reporting requirements.

24 Automation Services to provide the City:

- 25 - Access and necessary training for selected City library staff to employ the Integrated
26 Library Systems tools to produce ad hoc reports to meet ad hoc requirements. In
27 addition to ad hoc reporting capability the following standard reports

28 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

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

1 Weekly

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

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

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

6 Quarterly

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

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

9 Annual

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

11 - Other reports as staff time and machine hours permit including specific reports as rise

12

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

16

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

20 Auralog

21 BookLetters

22 (Califa) One Click Audio Core Collection

23 Gale Chilton's

24 Gale Reference Center Gold

25 Gale Health and Wellness Resource Center

26 Gale Biography

27 Gale Literature Resource Center

28 OverDrive eBooks

- 1 Reference USA
- 2 Tuition Funding Sources
- 3 Tutor.com
- 4 Worldbook Online

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6 5. Library Automation Software modules currently provided include:

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

24 6. COUNTY or CONTRACTOR will provide base on-site wide area network (WAN) network
25 equipment maintenance. County will be responsible for maintaining and troubleshooting the
26 telecommunications network from the library application servers in Automation Services to
27 the City buildings. Uptime will be maintained during all regularly schedule hours library is
28 open.

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7. Services and access privileges listed above will be included in the annual service charge.

For additional services the City will pay the full cost. Such services may be, but are not limited to:

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

8. Collection Agency Services:

City agrees to pay to County upon presentation of a monthly invoice that percentage of the total collection agency billing which corresponds to the City's percentage of the total system circulation based on the annual circulation for the previous calendar year