

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



SUBMITTAL DATE:
June 18, 2011

FROM: Economic Development Agency

SUBJECT: Library Automated Services Agreement

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

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 a circulation rather than the number of computers. This agreement extends the current agreement an additional three years through June 30, 2014.

Robert Field

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 106,480	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 Murrieta

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*
Jennifer L. Sargent

County Executive Office Signature

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

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

District: 3

Agenda Number: **3.42**

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

FISCAL PROCEDURES APPROVED
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER
 BY: Samuel Wong 6/14/11
 SAMUEL WONG
 Departmental Concurrence
 FORM APPROVED COUNTY COUNSEL
 BY: NEAL R. KIPNIS

1 of circulation and patron records shall be referred to the CITY and COUNTY
2 library 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
10 the 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
19 charges incurred under the contract between COUNTY and the contracted
20 collection 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.

b. The percentage of library materials circulation (items borrowed) in the CITY
library relative to combined total of library materials circulation (items borrowed)
for the Riverside County Library System, Moreno Valley, and College of the
Desert 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 \$106,480. The total amount payable to the County for Fiscal Year 2012
14 2013 shall not exceed \$117,128. The total amount payable to the County for
15 Fiscal Year 2013 - 2014 shall not exceed \$128,840.

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

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

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

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

Notwithstanding this provision, an increase in level of service by the COUNTY pursuant
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

1 the letter is later ratified by both the County Board of Supervisors and the City Council within
2 six (6) months of the date of execution of the letter by the County Librarian and the City Library
3 Director.

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

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

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

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

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

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

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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 MURRIETA
5 City Hall
6 One Town Square
7 24601 Jefferson Avenue
8 Murrieta, CA 92562
9 Attn: Library Director

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

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

12 **CITY OF MURRIETA**

COUNTY OF RIVERSIDE

13 By _____
14 City Manager

By _____
Bob Buster, Chairman
Board of Supervisors

15 **ATTEST:**
16 City Clerk

ATTEST:
Kecia Harper-Ihem,
Clerk of the Board

17
18
19 By _____
20 Clerk

By _____
Deputy

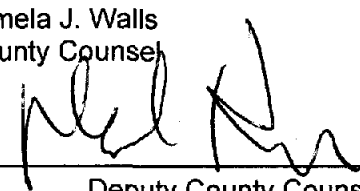
21 **APPROVED AS TO FORM:**

22 City Attorney

**APPROVED AS TO FORM AND
CONTENT:**

Pamela J. Walls
County Counsel

23
24
25 By _____
26 City Attorney

By  _____
Deputy County Counsel

1 **EXHIBIT "A"**

2 **AGREEMENT between**

3 **CITY OF MURRIETA AND RIVERSIDE COUNTY**

4 **for the PROVISION OF AUTOMATED LIBRARY SERVICES**

5
6 City of Murrieta 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 Help Desk support from 8 AM to 5 PM Mon-Fri
13 - Mechanism to report and track incidents 24/7 on a Web based Help Desk 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 the 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 will be provided:

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 notifies 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 arise

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

5

6 5. Library Automation Software modules currently provided include:

7

- 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) equipment
25 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, the percentage of the total collection agency billing that corresponds to the City's percentage of the total system circulation based on the annual circulation for the previous calendar year.

RF:SM:TG: TK:dc 10713

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