

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

8-31



FROM: Economic Development Agency

SUBMITTAL DATE:
September 12, 2013

SUBJECT: Library Automated Services Agreement with the City of Moreno Valley

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and approve the Agreement for Automated Library Services with the City of Moreno Valley and the Riverside County Library System for Fiscal Years 2013 - 2016; and
2. Authorize the Chairman of the Board of Supervisors to execute the Agreement.

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. Agreements for these services have been in place since 1997. This agreement extends the current agreement through June 30, 2016.

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:	2013/14

COMPANION ITEM ON BOARD 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 J. Sargent

County Executive Office Signature

FISCAL PROCEDURES APPROVED
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER
 BY:
 Lisette Rose
 Departmental Concurrence
 FORM APPROVED COUNTY COUNSEL
 DATE:
 BY: NEAL R. KIPNIS

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

Prev. Agn. Ref.: 3-5 of 4/2/13 District: 5/5 Agenda Number **3-27**

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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, 2013 to June 30, 2016.

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 a. The total amount payable to the County for Fiscal Years 2013- 2016 shall not
26 exceed \$66,550 per fiscal year.

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

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

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

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

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

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

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

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

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

25 12. NONDISCRIMINATION. Except as provided in Section 12940 of the California
26 Government Code, during CITY's performance of the contract, CITY shall not discriminate on
27 the grounds of race, religious creed, color, national origin, ancestry, age, physical handicap,
28 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, CITY agrees to conform to the requirements of the Americans with
Disabilities Act in the performance of this Agreement.

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, Suite 500
Riverside, CA 92501
Attn: Riverside County Library
System

10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 IN WITNESS WHEREOF, COUNTY and CITY have caused this Agreement to be duly executed
2 on this _____ day of _____, 2013.

3 COUNTY OF RIVERSIDE

CITY OF MORENO VALLEY

4
5 By _____
6 John J. Benoit, Chairman
7 Board of Supervisors

By 
Tom De Santis
for City Manager

8 ATTEST:
9 Kecia Harper-Ihem
10 Clerk of the Board

ATTEST:
Jane Halstead
City Clerk, City of Moreno Valley

11 By _____
12 Deputy

By 
Clerk

13 APPROVED AS TO FORM:
14 Neal Kipnis
15 County Counsel

APPROVED AS TO FORM:
Suzanne Bryant
City Attorney

16 By 
17 Deputy County Counsel

By 
City Attorney

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 Integrated Library System, AT&T, Verizon, Time Warner, Charter, Gale, etc. to resolve issues.
- 16 - Router/Switch required by the Network for interface with Automation Services servers
- 17 - Broadband network connection with Automation Services & the Internet
- 18 - Training as available from competent County staff

19
20
21 2. County will ensure that resources necessary to produce reports to meet City, County, and State reporting requirements.

22 Automation Services to provide the City:

- 23 - Access and necessary training for selected City library staff to employ the 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

24 Daily

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

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

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

- Weekly
 - Overdue – Phone, Email and Paper notices to customers that items are overdue
 - Bills – Phone, Email and Paper notices to customers re: fees and fines owed above threshold
 - Delinquency Report – Identifies and sends delinquent accounts to collections agency
- Quarterly
 - CSLA Direct Loan Survey – 2 week sample of Direct Loan Transactions sent to State Library
 - Interlibrary Loan Claim Report – Interlibrary Loan participation claim sent to State Library
- Annual
 - Annual Bibliostat Statistics Report – Annual statistical report sent to State Library
 - Other reports as staff time and machine hours permit including specific reports as rise
- 3. County will allow the addition of new bibliographic records and modification of existing bibliographic records according to the standards mutually agreed upon in the Inland Library System Technical Advisory Group (ILS-TAG) to which the City will supply a member.
- 4. City will be provided the same access to electronic databases and services as the County. Currently these include the following all of which can be searched individually, as a full set or a selection set:
 - Auralog
 - BookLetters
 - (Califa) One Click Audio Core Collection
 - Gale Chilton's
 - Gale Reference Center Gold
 - Gale Health and Wellness Resource Center
 - Gale Biography
 - Gale Literature Resource Center
 - OverDrive eBooks

- 1 Reference USA
- 2 Tuition Funding Sources
- 3 Brainfuse
- 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
- 25 6. COUNTY or CONTRACTOR will provide base on-site wide area network (WAN) network
- 26 equipment maintenance. County will be responsible for maintaining and troubleshooting the
- 27 telecommunications network from the library application servers in Automation Services to
- 28

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

3
4 7. Services and access privileges listed above will be included in the annual service charge.
5 For additional services the City will pay the full cost. Such services may be, but are not
6 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 City, but not used by County and all fees associated
11 with installation and upgrades

12
13 8. Collection Agency Services:

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