

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

910



**FROM:** Economic Development Agency

**SUBMITTAL DATE:**  
March 21, 2013

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

**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 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. 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, 2013.

Robert Field  
Assistant County Executive Officer/EDA

|                       |                               |           |                         |         |
|-----------------------|-------------------------------|-----------|-------------------------|---------|
| <b>FINANCIAL DATA</b> | 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:        | 2012/13 |

|   |   |
|---|---|
| <b>COMPANION ITEM ON BOARD AGENDA:</b> No     |   |
| <b>SOURCE OF FUNDS:</b> 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

FORM APPROVED COUNTY COUNSEL  
 BY: NEAL R. KPNIS  
 DATE: 3/20/13  
 FISCAL PROCEDURES APPROVED  
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER  
 DATE: 3/20/13  
 SAMUEL WONG  
 Departmental Concurrence

Dept's Recomm.:  Consent  
 Per Exec. Ofc.:  Consent  
 Policy  
 Policy

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Ashley, seconded by Supervisor Jeffries and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Stone, Benoit and Ashley  
 Nays: None  
 Absent: None  
 Date: April 2, 2013  
 xc: EDA, Auditor

Kecia Harper-Ihem  
 Clerk of the Board  
 By: Deputy

Prev. Agn. Ref.: 3.37 of 6/28/11      District: 5/5      Agenda Number:

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

3-5  
 EDA-001a-F11  
 Form 11 (Rev 06/2003)

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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, 2012 to June 30, 2013.

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

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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.

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, Murrieta, 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 2012- 2013 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.  
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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  
5<sup>th</sup> 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 2nd day of April, 2013.

3 CITY OF MORENO VALLEY

COUNTY OF RIVERSIDE

4  
5 By Michelle Dawson  
6 for City Manager

By John J. Benoit  
John J. Benoit, Chairman  
Board of Supervisors

9 ATTEST:  
10 City Clerk

ATTEST:  
Kecia Harper-Ihem,  
Clerk of the Board

11  
12 By Jane Arnold  
13 Clerk

By Kelliington  
Deputy

14  
15 APPROVED AS TO FORM

APPROVED AS TO FORM AND

16  
17 City Attorney

CONTENT:

Neal Kipnis

County Counsel

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19  
20 By [Signature]  
21 City Attorney

By [Signature]  
Deputy County Counsel

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EXHIBIT "A"  
AGREEMENT between  
CITY OF MORENO VALLEY AND RIVERSIDE COUNTY  
for the PROVISION OF AUTOMATED LIBRARY SERVICES

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

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

Automation Services to provide the City:

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

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

Automation Services to provide the City:

- 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

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



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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

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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