

AGREEMENT FOR ON-SITE AND/OR PROFESSIONAL SERVICES

This Agreement is made by and between **Moreno Valley Community Services District**, California, a municipal corporation, with its principal place of business at 14177 Frederick Street, Moreno Valley, CA 92552, hereinafter referred to as the "City", and **Library Systems & Services, LLC**, a **Maryland limited liability company**, with its principal place of business at **2600 Tower Oaks Boulevard, Suite #200, Rockville, Maryland 20852**, hereinafter referred to as the "Vendor," based upon City policies and the following legal citations:

RECITALS

- A. Government Code Section 53060 authorizes the engagement of persons to perform special services as independent Vendors;
- B. This Agreement is entered into pursuant to the cooperative/piggyback purchasing provisions under the Municipal Code 3.12.260. The City is utilizing the contract originally awarded by **the County of Riverside** ("Agency") to **Library Systems & Services** on **June 19, 2018**, under Agreement No. **N/A**, for the procurement of **Library Services**. Under this piggyback provision, the City agrees to abide by the terms, conditions, and pricing established in the original agreement, except as expressly modified herein. The Vendor acknowledges and agrees to extend the same pricing, terms, and conditions to the City as provided in the original contract, subject to any mutually agreed-upon modifications necessary to meet the City's specific requirements. Both parties acknowledge that this Agreement is independent of the Agency's contract awarded under Agreement No. **N/A**. The City assumes full responsibility for its own obligations, including payments, without any liability to the Agency.
- C. Vendor desires to perform and assume responsibility for the provision of professional **Library Services** contracting services required by the City on the terms and conditions set forth in this Agreement. Vendor represents that it is experienced in providing professional **Library Services** contracting services and is licensed in the State of California, if applicable;
- D. City desires to engage Vendor to render such services for the **Library Services** as set forth in this Agreement;
- E. The public interest, convenience, necessity, and general welfare will be served by this Agreement; and
- F. This Agreement is made and entered into effective the date the City signs this Agreement.

TERMS

1. VENDOR INFORMATION:

Vendor's Name: Library Systems & Services, LLC

Address: 2600 Tower Oaks Blvd. Suite 200

City: Rockville State: MD Zip: 20852

Business Phone: 301-540-5100

Business License Number: 43601

Federal Tax I.D. Number: 52-2003416

2. VENDOR SERVICES, FEES, AND RELEVANT DATES:

- A. The Vendor's scope of service is described in Exhibit "A" attached hereto and incorporated herein by this reference.
- B. The City's responsibilities, other than payment, are described in Exhibit "B" attached hereto and incorporated herein by this reference.
- C. Payment terms are provided in Exhibit "C" attached hereto and incorporated herein by this reference.
- D. The Term of this Agreement shall be from **July 1, 2025 to June 30, 2030, with an option to execute two (2) 5-year extensions** unless terminated earlier as provided herein. The City acknowledges that it will not unreasonably withhold approval of the Vendor's requests for extensions of time in which to complete the work required. The Vendor shall not be responsible for performance delays caused by others or delays beyond the Vendor's reasonable control (excluding delays caused by non-performance or unjustified delay by Vendor, his/her/its employees, or subcontractors), and such delays shall extend the time for performance of the work by the Vendor.

3. STANDARD TERMS AND CONDITIONS:

- A. Control of Work. Vendor is solely responsible for the content and sequence of the work and will not be subject to control and direction as to the details and means for accomplishing the anticipated results of services. The City will not provide any training to Vendor or his/her/its employees.
- B. Intent of Parties. Vendor is, and at all times shall be, an independent Vendor and nothing contained herein shall be construed as making the Vendor or any individual whose compensation for services is paid by the Vendor, an agent or employee of the City, or authorizing the Vendor to create or assume any obligation

or liability for or on behalf of the City, or entitling the Vendor to any right, benefit, or privilege applicable to any officer or employee of the City.

- C. Subcontracting. Vendor may retain or subcontract for the services of other necessary Vendors with the prior written approval of the City, which shall not be unreasonable withheld. Payment for such services shall be the responsibility of the Vendor. Any and all subcontractors shall be subject to the terms and conditions of this Agreement, with the exception that the City shall have no obligation to pay for any subcontractor services rendered. Vendor shall be responsible for paying prevailing wages where required by law [See California Labor Code Sections 1770 through 1777.7].
- D. Conformance to Applicable Requirements. All work prepared by Vendor shall be subject to the approval of City.
- E. Substitution of Key Personnel. Vendor has represented to City that certain key personnel will perform and coordinate the services under this Agreement. Should one or more of such personnel become unavailable, Vendor may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Vendor cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the project or a threat to the safety of persons or property, shall be promptly removed from the project by the Vendor at the request of the City. The key personnel for performance of this Agreement are as follows: **Todd Frager**.
- F. City's Representative. The City hereby designates the City Manager, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). Vendor shall not accept direction or orders from any person other than the City's Representative or his or her designee.
- G. Vendor's Representative. Vendor hereby designates **Todd Frager**, or his or her designee, to act as its representative for the performance of this Agreement ("Vendor's Representative"). Vendor's Representative shall have full authority to represent and act on behalf of the Vendor for all purposes under this Agreement. The Vendor's Representative shall supervise and direct the services, using his or her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the services under this Agreement.
- H. Legal Considerations. The Vendor shall comply with applicable federal, state, and local laws in the performance of this Agreement. Vendor shall be liable for all violations of such laws and regulations in connection with services. If the Vendor

performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Vendor shall be solely responsible for all costs arising therefrom. Vendor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

- I. Standard of Care; Performance of Employees. Vendor shall perform all services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Vendor represents and maintains that it is skilled in the profession necessary to perform the services. Vendor warrants that all employees and subcontractor shall have sufficient skill and experience to perform the services assigned to them. Finally, Vendor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the services and that such licenses and approvals shall be maintained throughout the term of this Agreement. Any employee of the Vendor or its subcontractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the services in a manner acceptable to the City, shall be promptly removed from the project by the Vendor and shall not be re-employed to perform any of the services or to work on the project.
- J. Vendor Indemnification. Vendor shall indemnify, defend and hold the City, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District (CSD), their officers, agents and employees harmless from any and all third party claims, damages, losses, causes of action and demands, including, without limitation, reasonable expert witness fees, reasonable attorney's fees and other related costs and expenses, incurred in connection with or in any manner arising out of Vendor's gross negligence or willful misconduct in the performance of the work contemplated by this Agreement and this Agreement. Acceptance of this Agreement signifies that the Vendor is not covered under the City's general liability insurance, employee benefits, or worker's compensation. It further establishes that the Vendor shall be fully responsible for such coverage for its own operations and employees.
- K. Additional Indemnity Obligations. Vendor shall defend, with counsel of Vendor's choosing and at Vendor's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section "J" that may be brought or instituted against City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees. Vendor shall pay and satisfy any judgment, award or decree that may be rendered against City, the Moreno Valley

Housing Authority, and the CSD, and their officers, agents and employees as part of any such claim, suit, action or other proceeding. Vendor shall also reimburse City for the cost of any settlement paid by City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees as part of any such claim, suit, action or other proceeding; ; provided that neither the City the Moreno Valley Housing Authority, the CSD, nor their officers, agents and employees shall settle any claim, suit, action or other proceeding without the prior written consent of Vendor. Such reimbursement shall include payment for City's reasonable attorney's fees and costs, including reasonable expert witness fees. Vendor shall reimburse City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

- L. CalPERS Retiree Disclosure. Vendor hereby expressly agrees to clearly and conspicuously disclose to City in writing any and all persons working for Vendor who are, to Vendor's knowledge, retirees under the California Public Employees' Retirement System (CalPERS) whom receives a monthly CalPERS retirement allowance, and whom are, subject to City approval, assigned by Vendor to provide services to City under the Agreement, prior to such person performing any services hereunder. Nothing herein shall be deemed or interpreted to limit a CalPERS retiree's obligations under applicable law, rules or regulations.
- M. CalPERS Participation. As set forth in this Agreement and in the Request for Qualifications, City has an obligation to treat all persons working for or under the direction of Vendor as an independent Vendor of City and agents and employees of Vendor, and not as agents or employees of City. Vendor and City acknowledge and agree that City participates in a defined benefit plan ("CalPERS"), and that it is possible that CalPERS may find that persons providing services pursuant to this Agreement are employees of City and should be registered with the CalPERS as employees of City.
- N. Joint Cooperation. In the event that CalPERS initiates an inquiry that includes examination of whether individuals providing services under this Agreement to City are City's employees, Vendor shall reply within five days and share all communications and documents from CalPERS that it may legally share. In the event that either Vendor or City files an appeal or court challenge, Vendor and City each agree to cooperate with each other in responding to the inquiry and any subsequent administrative appeal or court challenge of an adverse determination.
- O. Insurance Requirements. Throughout the life of this Agreement, Vendors shall pay for and maintain in full force and effect all insurance as required.

If at any time during the life of this Agreement or any extension, Vendor fails to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued immediately, and all payments due or that become due to Vendor shall be withheld until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City. Any failure to maintain the required insurance shall be sufficient cause for City to terminate this Agreement. No action taken by City pursuant to this section shall in any way relieve Vendor of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by City that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

The fact that insurance is obtained by Vendor shall not be deemed to release or diminish the liability of Vendor, including, without limitation, liability under the indemnity provisions of this Agreement. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Vendor, its principals, officers, agents, employees, persons under the supervision of Vendor, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

Upon request of City, Vendor shall promptly furnish City with a complete copy of any insurance policy and associated documentation required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.

Where determined applicable by the City, Vendor will comply with the following insurance requirements at its sole expense. Insurance companies shall be rated (A Minus: VII-Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct business in the State of California.

Minimum Scope of Insurance: Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01 covering on an "occurrence" basis, which shall include insurance for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations, products and completed operations, and contractual liability.
2. The most current version of Insurance Service Office (ISO) Business Auto Coverage Form CA 00 01, which shall include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto).

3. Workers' Compensation insurance as required by the State of California, California Labor Code and Employer's Liability Insurance, with Statutory Limits, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.
4. Professional Liability (Errors and Omissions) insurance appropriate to Vendor's profession.

Minimum Limits of Insurance:

- a. General Liability Insurance. Without limiting the generality of the forgoing, to protect against loss from liability imposed by law for damages on account of bodily injury, including death, and/or property damage suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any act or activities of the Vendor, sub-contractor, or any person acting for the Vendor or under its control or direction. Such insurance shall be maintained in full force and effect throughout the terms of this Agreement and any extension thereof in the minimum amounts provided below:
 - \$1,000,000 per occurrence for bodily injury and property damage
 - \$1,000,000 per occurrence for personal and advertising injury
 - \$2,000,000 aggregate for products and completed operations
 - \$2,000,000 general aggregate
- b. Automobile Liability
 - \$1,000,000 per accident for bodily injury and property damage
- c. Employer's Liability (Worker's Compensation)
 - \$1,000,000 each accident for bodily injury
 - \$1,000,000 disease each employee
 - \$1,000,000 disease policy limit
- d. Workers' Compensation insurance policy: In such amounts as will fully comply with the laws of the State of California and which shall include an endorsement naming the City as an Alternate Employer for purposes of coverage. Workers' Compensation insurance policy is to contain, or be endorsed to contain, the following provision: Vendor and its insurer shall waive any right of subrogation against City of Moreno Valley, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers.
- e. Professional Liability (Errors and Omissions): Limits of no less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate.

f. Endorsements. Unless otherwise specified hereunder, each insurance policy required herein shall be with insurers possessing a Best's rating of no less than A,VII and shall be endorsed with the following specific language:

- The insurer waives all rights of subrogation against the City, its appointed officials, officers, employees or agents.

Other Insurance Provisions: The General Liability, Automobile Liability and Workers Compensation insurance policies are to contain, or be endorsed to contain, the following provisions:

- a. City of Moreno Valley, the City of Moreno Valley Community Services District, the Moreno Valley Housing Authority and each of their officers, officials, employees, agents and volunteers are to be covered as additional insureds.
- b. The coverage shall contain no special limitations on the scope of protection afforded to City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers.

All policies of insurance required hereunder shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after 30 calendar day written notice by certified mail, return receipt requested, has been given to the City. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, Vendor shall furnish the City with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for the City, Vendor shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than 15 calendar days prior to the expiration date of the expiring policy.

Acceptability of Insurers: All policies of insurance required hereunder shall be placed with an insurance company(ies) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A-VII" in Best's Insurance Rating Guide; or authorized by the City Manager or designee.

Verification of Coverage: Vendor shall furnish City with all certificates(s) and **applicable endorsements** effecting coverage required hereunder. All certificates and **applicable endorsements** are to be received and approved by the City Manager or designee prior to City's execution of this Agreement and before work commences. The following applicable endorsements will be required:

1. Additional Insured endorsement for ongoing operations, completed operations and primary & non-contributory endorsement for general liability coverage

2. Additional Insured endorsement for auto liability coverage
3. Waiver of Subrogation for workers compensation coverage

- P. Except for claims arising from Vendor's gross negligence, willful misconduct, or fraud, Vendor shall not be liable to the City, The Moreno Valley Housing Authority, or the CSD for any incidental, indirect, special, consequential or punitive damages, including, lost profits, costs of delay, any failure or delivery, business interruption, costs of lost or damaged data or documentation or liabilities to third parties arising from any source, even if Vendor has been advised of the possibility of such damages. This limitation upon damages and claims is intended to apply without regard to whether other provisions of this agreement have been breached or have proven ineffective. The cumulative liability of Vendor to the City, the Moreno Valley Housing Authority, and the CSD for all claims arising from or relating to this agreement, including without limitation, any cause of action sounding in contract, tort, or strict liability, shall not exceed the lesser of (I) the actual damages suffered by the aggrieved party, or (II) two million dollars (\$2,000,000); provided, however, that this limitation shall not apply to claims arising from Vendor's gross negligence, willful misconduct, fraud, breach of confidentiality obligations, or violations of intellectual property rights.
- Q. Confidential Information. In the performance of this Agreement, Vendor may be exposed to information regarding the identity of City's patrons, City may be exposed to information regarding Vendor's proprietary library management techniques, and either Party may be exposed to other written or oral information, disclosed by either Party to the other, related to either Party or a third party that has been identified as confidential or that by the nature of the circumstances surrounding disclosure ought reasonably to be treated as confidential (collectively, "Confidential Information"). Each Party shall: (1) use the same care to protect the other Party's Confidential Information from disclosure that such Party uses to protect its own information of like importance; (2) limit duplication of Confidential Information to the extent needed to perform this Agreement; and (3) disclose Confidential Information only to employees having a need to know in connection with performance of this Agreement; and, on such termination or expiration, each Party shall return all Confidential Information, including all copies, to the owner's of such information and, if requested, shall certify in writing that all such information has been returned. Because the damage resulting from a breach of this provision would be difficult or impossible to quantify and remedy at law, in case of such breach, or the threat of such breach, the Party whose Confidential Information is threatened to be disclosed shall be entitled to injunctive relief.

1. Exceptions. Notwithstanding, the foregoing, the provisions of Section N above, shall not apply to Confidential Information that (i) is publicly available or in the public domain at the time disclosed; (ii) is or becomes publicly available or enters the public domain through no fault of the recipient; (iii) is rightfully communicated to the recipient by persons not bound by confidentiality obligations with respect thereto; (iv) is already in the recipient's possession free of any confidentiality obligations with respect thereto at the time of disclosure; (v) is independently developed by the recipient; or (vi) is approved for release or disclosure by the disclosing Party without restriction. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (x) in order to comply with the order of a court of other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (y) to establish a Party's rights under this Agreement, including to make such court filings as it may be required to do.
- R. Intellectual Property. Subject to the terms and conditions of this Agreement, Vendor hereby grants to City a limited, non-exclusive, non-transferable, non-sublicensable right and license to use the Documentation, as provided by Vendor, during the term of this Agreement, solely for City's internal business purposes. City shall not use the Documentation for any purpose beyond the scope of the license granted in this Agreement. Without limiting the generality of the foregoing, City shall not (i) market or distribute the Documentation; (ii) make any copies of the Documentation; (iii) assign, sublicense, sell, lease, or otherwise transfer or convey, or pledge as security or otherwise encumber, City's rights under the license granted in this Section 5(c); or (iv) modify the Documentation, except with prior written consent of Vendor. The Parties acknowledge and agree that if City modifies or improves the Documentation, all such modifications or improvements shall be considered part of the Documentation, and shall be owned by Vendor, and City hereby assigns to Vendor all right and title to such modifications or improvements. Other than as set forth in this paragraph, nothing in this Agreement confers any license or right to use any trademark, service mark, copyright or other intellectual property right, whether now owned by hereafter developed, of either Party. For the purposes of this Agreement, "Documentation" means the standard user manuals, instructions and related documentation made available by Vendor to City. The City and the Vendor agree that to the extent permitted by law, until final approval by the City, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both Parties.
- S. Entire Agreement. This Agreement constitutes the entire agreement between the parties. There are no understandings, Agreements, or representations of

warranties, expressed or implied, not specified in this Agreement. This Agreement applies only to the current proposal as attached. This Agreement may be modified or amended only by a subsequent written Agreement signed by both parties. Assignment of this Agreement is prohibited without prior written consent.

T. Termination. The following clauses apply:

1. Either party may terminate this Agreement after twelve (12) calendar months from the Effective Date with or without cause by giving the other Party six (6) months written notice of termination. The City shall pay the Vendor within thirty (30) days after receiving any invoice after the date of termination for all non-objected to services performed by the Vendor in accordance herewith through the date of termination.
2. If either Party breaches any material provision of this Agreement and fails to correct the breach within thirty (30) days after receiving written notice specifying the breach (or, if the breach cannot be corrected within thirty (30) days, fails to progress diligently towards correction), then the other Party may terminate this Agreement by giving written notice to the breaching Party, except that Vendor shall have the right to terminate this Agreement if City fails to pay any amount due Vendor and such failure continues for ten (10) days after written notice thereof. In the event the City terminates this Agreement for uncured material breach, the Vendor shall perform no further work or service(s) under the Agreement unless the notice of termination authorizes such further work.
3. Upon any termination of this Agreement, each Party shall (i) immediately discontinue all use of the other Party's Confidential Information; (ii) delete the other Party's Confidential Information from its computer storage or any other media, including, but not limited to, online and off-line libraries; (iii) shall return to the other Party or, at the other Party's option, destroy, all copies of such other Party's Confidential Information then in its possession (including the Documentation); and (iv) shall promptly pay all amounts due and remaining payable hereunder
4. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, similar to those terminated.

U. Payment. Payments to the Vendor pursuant to this Agreement will be reported to Federal and State taxing authorities as required. The City will not withhold any sums from compensation payable to Vendor. Vendor is independently responsible for the payment of all applicable taxes. Where the payment terms provide for compensation on a time and materials basis, the Vendor shall maintain adequate

records to permit inspection and audit of the Vendor's time and materials charges under the Agreement. Such records shall be retained by the Vendor for three (3) years following completion of the services under the Agreement.

- V. Restrictions on City Employees. The Vendor shall not employ any City employee or official in the work performed pursuant to this Agreement. No officer or employee of the City shall have any financial interest in this Agreement in violation of federal, state, or local law.
- W. Choice of Law and Venue. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement, and shall govern the interpretation of this Agreement. Any legal proceeding arising from this Agreement shall be brought in the appropriate court located in Riverside County, State of California.
- X. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Vendor:

Library Systems & Services, LLC
2600 Tower Oaks Blvd. Suite 200
Rockville, MD 20852
Attn: **Todd Frager**

City:

City of Moreno Valley
14177 Frederick Street
P.O. Box 88005
Moreno Valley, CA 92552
Attn: **Jeremy Bubnick**
Parks & Community Services Director

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

- Y. Time of Essence. Time is of the essence for each and every provision of this Agreement.
- Z. City's Right to Employ Other Vendors. City reserves right to employ other Vendors in connection with this project.

AA. Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both parties.

BB. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, such attempted assignment, hypothecation or transfer.

CC. Supplementary General Conditions (for projects that are funded by Federal programs). If federal funds are used in whole or in part for this Agreement, the provisions of 2 C.F.R. Part 200, Appendix II, and any applicable federal regulations shall apply. These provisions supersede any conflicting provisions in this Agreement. The following requirements apply and must be included in all subcontracts entered into by Vendor for work performed under this Agreement:

1. Equal Employment Opportunity. Vendor shall comply with Executive Order 11246, as amended by Executive Order 11375, and as supplemented in Department of Labor regulations 41 CFR Chapter 60. This requirement applies to all construction contracts over \$10,000 awarded by the City and all subcontracts over \$10,000 entered into by the Vendor.
2. Copeland Anti-Kickback Act. Vendor shall comply with 18 U.S.C. 874, as supplemented in Department of Labor regulations 29 CFR Part 3. This requirement applies to all federally funded contracts and subcontracts for construction or repair under this Agreement.
3. Davis-Bacon Act. Vendor shall comply with 40 U.S.C. 3141-3148, as supplemented by Department of Labor regulations 29 CFR Part 5. This requirement applies to all federally funded construction contracts over \$2,000 pursuant to this Agreement.
4. Contract Work Hours and Safety Standards Act. Vendor shall comply with 40 U.S.C. 3701-3708, as supplemented by Department of Labor regulations at 29 CFR Part 5. This requirement applies to all federally funded contracts over \$100,000 for construction and non-construction services under this Agreement.
5. Access to Records. Vendor shall provide access to the City, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Vendor which are directly pertinent to that specific contract for the purpose of audit, examination, excerpts, and transcriptions.
6. Record Retention. Vendor shall retain all required records for three years after City makes final payments under this Agreement and all pending matters related to the Agreement are resolved.

7. Environmental Compliance. Vendor shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 7401-7671q), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations at 40 CFR part 15. This requirement applies to all contracts exceeding \$150,000, including subcontracts issued pursuant to such contracts.
8. Energy Conservation. Vendor shall comply with mandatory standards and policies contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94163, 89 Stat. 871).

DD. Authority To Execute. The representative executing this Agreement on behalf of each party hereby represents and warrants that he or she has full power and authority to execute this Agreement on behalf of such party and that all approvals and other actions necessary in connection with the effective execution by him or her have been obtained and are in full force and effect as of his or her execution hereof.

SIGNATURE PAGE TO FOLLOW

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement.

City of Moreno Valley

Insert Name of Vendor

BY: _____

City Manager/Executive Director

BY: _____

Todd Frager

TITLE: CEO

Date

BY: _____

TITLE: _____

(Corporate Secretary)

INTERNAL USE ONLY

ATTEST:

APPROVED AS TO LEGAL FORM:

Steven B. Quintanilla

City Attorney

05/15/2025

Date

RECOMMENDED FOR APPROVAL:

Department Head

Date

EXHIBIT A

VENDOR SCOPE OF SERVICES

A. Statement of Work

Vendor will administer the operations of City's library facilities (collectively, "Library"), including the accounting for, purchase of and payment for payroll services and goods and services from vendors for budgeted supplies, other direct operating expenditures, Library Materials (as defined below) and Capital Items (as defined below) sufficient to operate the Library in accordance with the policies and guidelines approved by City.

Vendor shall provide, by and through its own employees or independent contractors ("LS&S Staff") any labor vendor deems necessary for the operation of the Library. The cost of the LS&S Staff shall be paid by Vendor and is included in the Operating Budget (as defined below). Vendor shall have the sole and absolute right to hire, manage, evaluate and terminate the employment of the LS&S Staff from time to time to perform work under this Agreement. Vendor will provide the appropriate staffing levels to keep the Main Library open to the public for sixty-six (66) hours per week. The Library will be closed on some Holidays and other days mutually agreed upon in writing by the City and Vendor.

Upon the effective date of this Agreement, and unless modified by agreement of the parties, the operating schedule at the Moreno Valley Library will be as follows:

Monday-Thursday: 9am-8pm

Friday: 9am-6pm

Saturday: 9am-5pm

Sunday: 12pm-5pm

The Mall Location, Iris, and Lakeshore Plaza will be open for 58 hours unless modified by agreement of the parties.

B. Scope of Work

1. Governance- Develop and maintain effective working relationships with local staff, elected officials, Library Commission members, other appointed officials and community groups such as Friends of the Library.
2. Fiscal Responsibility:
 - a) Develop and maintain effective and efficient financial procedures.
 - b) Review all aspects of Library operation and service for efficiency and cost-effectiveness, while making changes as appropriate.
 - c) Lead preparation of annual operating and capital budget requests.

- d) Continue to seek innovative means of adding value for City at little to no additional cost, including completing grant applications.
 - e) Remit all revenue from fines/fees established by City associated with basic services as provided in this Agreement.
3. Reporting:
- a) Prepare and provide regular reports to City, describing Library activities and recommending changes in policies and operations as necessary and appropriate.
 - b) Prepare and provide timely statistical reports to the City on Library activities.
 - c) Prepare and provide annual statistical report to the California State Library.
4. Staff Development and Coaching:
- a) Support the professional development of LS&S Staff.
 - b) Provide leadership and guidance to maximize LS&S Staff effectiveness in Library operations.
 - c) The Library will be closed on a mutually agreed upon day in writing by the City and Vendor for an annual All-Staff training day.
5. Public Services:
- a) Provide prompt, friendly and accurate assistance in the use of the Library.
 - b) Provide prompt and accurate circulation information services.
6. Collections- Provide high quality materials on a wide variety of subjects in varied formats for the community, according to established collection development plans.
7. Programming- Provide high quality, effective programs of interest to all major demographic groups in the community.
8. Friends of the Library "FOL"- work with the Moreno Valley FOL group in support of their fundraising efforts. FOL will remain an independent 501(c)(3) organization.
9. Information Technology- In cooperation with the City and City's Technology Services, to continue support of sufficient hardware, software, network, telecommunications and other resources necessary to support the Library's mission.
10. Marketing- Effectively disseminate information and promote use of the Library, resources and services.
11. Space Planning, Design, Renovation and Outreach- Vendor understands the paradigm shift surrounding municipal library design. Vendor will work in partnership with the City on positioning the Library for the future, and making it accurately reflect the community it serves. During the course of the agreement Vendor will assist the City in Space and

Service Planning for the existing and potential new facility in order to optimize and expand the library's capacity.

12. Facilities- Work with LS&S Staff and local officials to ensure effective building maintenance by promptly identifying and reporting problems with the physical plant.

C. Library Materials and Materials Handling Fee

On behalf and for the benefit of the City, Vendor will negotiate favorable discount and prices from Library suppliers for the purchase of all Library materials, which shall include, but not be limited to, books, periodicals, newspapers, microfilms, e-books and other electronic publications, electronic database subscriptions, standing orders, audio and visual materials and cases, automated reference services, binding, cataloging and processing costs (collectively "Library Materials"). The responsibility for Library collection development policies will remain with City, and all Library Material selections will be the responsibility of Vendor. Vendor will have sole authority to select vendors, place orders with suppliers and perform the accounting functions related to those orders, including prompt payment of the invoices. In accounting for the cost of the Library Materials, Vendor shall include a fee of five percent (5%) of the cost of the Library Materials ordered ("Materials Handling Fee").

The local Library Director for Moreno Valley or designee will approve all selections made by the library staff before those materials are purchased, as well as the discard list for items targeted for weeding. In addition, Vendor will weed the collection only as agreed to by the City and work with Moreno Valley Friends of the Library group, as is current practice, or whomever the City designates for processing discards.

D. Furniture, Fixtures, Equipment and Handling Fee

On behalf and for the benefit of City, Vendor will negotiate favorable discounts and prices from suppliers for the purchase of all Library furniture, fixtures and equipment. All Library furniture selections will be the responsibility of Vendor with input from the City. Vendor will have sole authority to select vendors, place orders with the suppliers and perform the accounting functions related to those orders, including prompt payment of the invoices. In accounting for the cost of the Library furniture, fixture and equipment, Vendor shall include a fee of five percent (5%) of the cost of the Library Furniture ordered ("Furniture Handling Fee").

E. Information Technology Support

- a) Vendor will provide I.T. support out of its offices in Riverside, CA. A maximum of 4-hour response to any critical service calls, during normal business hours, will be

Vendor's best effort. Calls outside of business hours will be evaluated as to the priority and may be responded to the next business day.

- b) Vendor will provide support for grant funded and donated technology and will ensure compatibility with existing services and software.
- c) As per budget guidance, Vendor will replace all hardware components, once they have reached their end of useful life cycle.
- d) The current telephone system in the Library will be maintained by the City.
- e) Vendor may replace some hardware and software, which it feels will add functionality or improve the patron's experience and/or will be more efficient for Vendor to maintain, subject to budget.

F. Print Payment Service & Smart Kiosk

- a) Vendor shall continue to provide and maintain payment center kiosks at all Library locations.

G. Grant Funding Assistance

- a) Vendor shall actively seek, identify, and pursue grant funding opportunities that support the enhancement, expansion, and sustainability of library services on behalf of the City. The Vendor shall prepare and submit grant applications, in coordination with the City as necessary, and comply with all reporting and administrative requirements associated with awarded grants. Additionally, the Vendor shall provide the City with regular updates on grant opportunities pursued, applications submitted, and funding secured.

EXHIBIT B

CITY RESPONSIBILITIES

City shall be responsible for the following:

- a) Any Capital items, which shall mean any capital acquisitions, improvements or replacements of any of the properties, facilities, equipment, furniture, furnishings, fixtures or leasehold improvements of the Library, collections, supplies, records, files and data used or useful in the operation of the Library that are in City's possession, custody or control as of the date hereof, except that such Capital Items proposed by the Vendor for its benefit shall be approved by the City and paid for by Vendor.
- b) Printers and Copiers. Should the City provide printers and copiers, the City is responsible for the support of all City provided printers and copiers. The City shall be responsible for the paper, toner, maintenance and repair costs of all printers and copiers. City will consult with Vendor on choice of vendor, software and services for copiers.
- c) Any amount of costs for unbudgeted repairs, maintenance and/or upkeep of Capital Items owned by City.
- d) Any increases in the cost of any state or federal tariff items over the rate for such items prevailing as of the date of execution of this Agreement.
- e) Any increases in the minimum wage mandated by federal, state, or local governments following the Effective Date are not included in the compensation schedule and City will be responsible for reimbursing Vendor for such increases. The Parties acknowledge and agree that the minimum wage rates specified in Exhibit D shall apply as of the Effective Date.
- f) Any patron accommodations regarding the Library facilities required by the Americans with Disabilities Act (ADA) or any similar federal, state or local regulations.
- g) Vendor will comply with establish City processes and protocols for Library volunteers, including any required background checks. The City will determine the annual budget for background checks. Vendor will bill the costs of background checks for any volunteers to the City.
- h) City is responsible for providing security services for the Library and surrounding area. City is responsible for the configuration and maintenance of the security cameras and associated equipment and network at the Library. Library Staff will assist in reviewing security camera "video" in the event of an incident and contacting law enforcement authorities as appropriate. City is responsible for maintaining security tapes, videos, access logs for a period of time appropriate with state and local guidelines or laws. The duration of storage should enable audits, law enforcement, or legal activities.
- i) City is responsible for payment of utilities at the Library facilities, including electricity, gas, water, waste disposal and recycling, telecommunications and Internet access.

EXHIBIT C

TERMS OF PAYMENT

1. The Vendor's compensation shall not exceed **\$17,378,380, during the term of this agreement as specified in Attachment A.**
2. The Vendor will obtain, and keep current during the term of this Agreement, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the City. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at: <https://moval.gov/departments/financial-mgmt-svcs/svc-biz-license.html>
3. The Vendor will electronically submit an invoice to the City on a monthly basis for progress payments along with documentation evidencing services completed to date. The progress payment is based on actual time and materials expended in furnishing authorized professional services since the last invoice. At no time will the City pay for more services than have been satisfactorily completed and the City's determination of the amount due for any progress payment shall be final. The Vendor will submit all original invoices to Accounts Payable staff at AccountsPayable@moval.org
 - a. Accounts Payable questions can be directed to (951) 413-3073.
 - b. Copies of invoices may be submitted to the **Parks & Community Services Department** at PCSDAdmin@moval.org or calls directed to **(951) 413-3280**.
4. The Vendor agrees that City payments will be received via Automated Clearing House (ACH) Direct Deposit and that the required ACH Authorization form will be completed prior to any payments by the City. Any invoice not paid because the completed ACH Authorization Form has not been provided will not incur any fees, late charges, or other penalties. The ACH Authorization Form is located at: http://www.moval.org/city_hall/forms.shtml#bf
5. The minimum information required on all invoices is:
 - a. Vendor Name, Mailing Address, and Phone Number
 - b. Invoice Date
 - c. Vendor Invoice Number
 - d. City-provided Reference Number (e.g. Project, Activity)
 - e. Detailed work hours by class title (e.g. Manager, Technician, or Specialist), services performed and rates, explicit portion of a contract amount, or detailed billing

information that is sufficient to justify the invoice amount; single, lump amounts without detail are not acceptable.

6. The City shall pay the Vendor for all invoiced, authorized professional services within thirty (30) days of receipt of the invoice for same.
7. Reimbursement for Expenses. Vendor shall not be reimbursed for any expenses unless authorized in writing by City.
8. Maintenance and Inspection. Vendor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Vendor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Vendor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.
9. Liquidated Damages for Non-Performance. The Vendor shall complete all work within the required timeframes, schedules, and performance intervals as set forth in this Agreement, the Scope of Work, or as directed by the City. If the Vendor fails to meet these performance obligations, the City may assess liquidated damages in the amount **of 1% of the total contract price per working day for each working day the deficiencies remain uncorrected.**

The Vendor acknowledges that actual damages resulting from such delays would be difficult to ascertain and agrees that this amount represents a reasonable pre-estimate of the City's costs and impacts due to non-performance. Such liquidated damages shall be deducted from progress payments. If the remaining unpaid contract price is insufficient to cover the full amount, the Vendor shall be responsible to pay the difference.

The City retains the right to issue a Change Order reducing the contract price, require acceleration of performance at the Vendor's expense, or pursue any other legal remedy, including collection from the Vendor, its insurance, or surety. The City shall provide written notice to the Vendor before assessing liquidated damages. Liquidated damages shall not be assessed for delays caused by the City or circumstances beyond the Vendor's reasonable control.

Neither the City's failure nor delay in deducting liquidated damages from payments due to the Vendor, nor City's failure or delay in notifying Vendor of the accrued liquidated damages, shall be deemed a waiver of City's right to enforce this section. The imposition of liquidated damages shall not limit City's ability to seek additional remedies for Vendor default, including termination of this Agreement if non-performance persists.

10. Vendor Compensation and Rate Adjustment. Vendor's compensation, including all contracted hourly rates, is fixed for the Term of this Agreement, and no automatic or scheduled increases shall apply except those expressly incorporated herein. If the Vendor

makes its performance contingent upon a rate increase, the Vendor commits a material breach, which may result in contract enforcement actions. Pricing for extended terms is subject to negotiation. No rate increase shall take effect unless it is expressly provided herein or approved in writing by the City and executed through a contract amendment.

DRAFT

Exhibit D

The minimum wage in California, effective January 1, 2025, is \$16.50/hour for all employers.

Date	Minimum Wage for Employers with 25 Employees or Less	Minimum Wage for Employers with 26 Employees or More
January 1, 2017	\$10.00/hour	\$10.50/hour
January 1, 2018	\$10.50/hour	\$11.00/hour
January 1, 2019	\$11.00/hour	\$12.00/hour
January 1, 2020	\$12.00/hour	\$13.00/hour
January 1, 2021	\$13.00/hour	\$14.00/hour
January 1, 2022	\$14.00/hour	\$15.00/hour
January 1, 2023	\$15.50/hour	\$15.50/hour
January 1, 2024	\$16.00/hour	\$16.00/hour
January 1, 2025	\$16.50/hour	\$16.50/hour

Exhibit E
Technology Support Services

Section 1: Purpose

The purpose of this Exhibit E is to set forth additional terms of the Agreement regarding the responsibilities of the Customer, acting through its Information Services Department and LS&S, acting through its employees assigned to operate the Library.

Section 2: Definitions

The words and phrases used in this Exhibit E shall have the same meaning as provided in the Agreement and/or Exhibit A to the Agreement. In addition, the following words, phrases, and abbreviations shall have the following meanings:

“ILS” means Integrated Library System.

“IS Department” means Customer’s Information Services Department.

“IS Director” means Customer Director of Information Services or designee.

“Library Director” means LS&S’s employee serving in the position of Director of the Library.

“Library Staff” means LS&S’s employees, including the Library Director, assigned by LS&S to perform the on-site services provided by LS&S to Customer pursuant to this Agreement.

“PC” is the abbreviation used for “personal computer.”

“UPS” is the abbreviation for “uninterruptible power supply”, which is a device that provides battery backup when the electrical power fails or drops to an unacceptable voltage level.

Section 3: Scope and Responsibilities

A. Administration and Management

- (1) *Technology Coordination.* LS&S shall be responsible for managing the day-to-day technology operations and support services related to Library operations. LS&S will meet with the Customer, at a minimum of once every six (6) months at a mutually agreeable date and time, to provide updates, review ongoing efforts, and discuss any upcoming technology initiatives or concerns.
- (2) *Technology Procurements.* The Customer is responsible for all costs associated with maintaining and updating the Library’s technology. LS&S will be responsible for the configuration and preparation of the technology equipment to ensure it is ready for use in Library operations. If LS&S identifies the need for new or replacement technology and is requested or required to procure such equipment on behalf of the

Customer, LS&S must first obtain written authorization from the Customer prior to purchase. Any such procurement by LS&S will be reimbursed by the Customer upon presentation of an itemized invoice and applicable supporting documentation. All procured equipment will become the property of the Customer and must conform to agreed-upon technical standards.

- (3) *Vendor service agreements and contracts.* Customer will enter into and maintain applicable service agreements or support contracts on Customer-provided computer equipment. Licensing will be appropriate and valid for the Library systems and software. Maintenance agreements and software support agreements will be kept current and accessible for support requirements.
- (4) *Technology planning and budgeting.* Library Staff and LS&S IT shall be responsible for preparing a written annual Technology Plan that defines the needs and technology solutions to meet those needs. Library shall solicit and receive comments and suggestions from Customer staff and other interested parties identified by the Customer in defining existing problems, necessary changes, and/or desired enhancements to technology services at the Library. LS&S, through the Library Director and LS&S IT, and Customer, through the IS Director, shall work together to review and define the Library's technology needs for purposes of long range planning, development of mid-year and fiscal year budgets and inclusion in the annually updated Technology Plan.
- (5) *Equipment inventory and lifecycle management.* LS&S shall be responsible for maintaining and updating inventories of Customer-owned technology assets, including the software installed on all Customer-owned computers. LS&S shall also be responsible for picking up and properly preparing Customer-owned equipment for disposal, ensuring that all data is securely removed in accordance with industry standards and Customer policies. LS&S will update the inventory regularly and provide inventory revisions to the Customer upon request.
- (6) *Audit and Review of Third-Party Network Connections.* Any third-party systems or connections into the Customer's computer network must be pre-approved and will be subject to initial and periodic security review by the Customer. Any required corrective actions are to be implemented immediately, and closure is to be confirmed by the IS Director.
- (7) *Internet content filtering management.* Customer shall be responsible for:
 - (a) Administering and monitoring the Internet Filter that serves the Library patron computers; and
 - (b) Providing annual support and maintenance costs associated with the filtering software for public terminals.

Library computers will be filtered for protection against Web-based threats, such as: malware, spyware, malicious sites, botnets and key loggers.

- (8) *Library website and URL namespace.* LS&S shall be responsible for the setup and maintenance of the Library's content on the Library's web portal. Customer will maintain the annual renewal for the Library's URL namespace. The Customer shall be responsible for hosting the library website in accordance with service levels outlined below.
- (9) *Compliance with IT Department policies and procedures.* LS&S employees using Customer-provided computing technology and equipment will be expected to adhere to all Customer technology usage policies, requirements and standards.
- (10) *Customer-provided user and email accounts.* The IS Department shall be responsible for creation and maintenance of all Customer domain user accounts and Customer e-mail accounts. The Library Director shall inform the IS Director as soon as possible after any staff terminations so that user access to core information technology resources can be revoked in a timely manner. To the extent feasible, the Library Director shall inform the IS Director in advance of any employment termination date of a Library Staff employee if there is reason to believe the employee whose separation from employment may result in a risk to the condition or security of the hardware, software, or data to which said employee has access. The Customer will make appropriate allowances for LS&S employees access to LS&S business systems such as Email, HQ, Timesheets, etc. for the purposes of conducting normal LS&S business operations. This may include the requirement to install non-Customer software or modify software to accommodate the normal operation.
- (11) *Inventory Lists; Support Matrix.* IS Department staff and Library Staff and LS&S IT shall coordinate and cooperate in the preparation and maintenance of an inventory list of the hardware, installed software, and other computing technology equipment located in or assigned for use as part of Library operations. The inventory shall set forth the owner or provider of the hardware, software or equipment. IS Department staff and Library Staff shall also coordinate and cooperate with respect to development of a support matrix relating to the above inventory setting forth the party responsible for obtaining and/or providing support relative to the hardware, software, and/or equipment shown on the inventory. The initial inventory of installed software subject to this Paragraph (12) is agreed to be as set forth in Schedule 1 to this Exhibit E.

B. Customer Facility

- (1) *Security cameras.* Customer is responsible for the configuration and maintenance of the security cameras and associated equipment and network at the Library. Library Staff shall be responsible for reviewing security camera "video" in the event of an incident and contacting law enforcement authorities as appropriate.
- (2) *Technology equipment rooms.* The Customer IS Department is responsible for coordinating and working with Customer's Facilities Management Department to

maintain power, UPS, air conditioning, environmental monitoring of the functioning equipment rooms.

- (3) *Audio visual equipment.* Customer is responsible for providing maintenance and support for all new and existing audio/video, systems in use at the library. Support includes: projector lamps, supplies, parts, repairs, preventative maintenance and any necessary adjustments. LS&S shall be responsible for failures caused by improper operation, cleaning or maintenance; accidents, damage, misuse or abuse caused by a LS&S employee. The Customer will be responsible for providing appropriate documentation and training on the proper usage of the equipment.

C. Library Automation System (Polaris)

LS&S is responsible for providing and supporting the Polaris Integrated Library System (ILS), as well as other automation systems required for effective operation of the Library. LS&S shall be responsible for acquisition, licensing and maintenance of any service/hardware required for the automation systems.

D. Desktop Computing

- (1) *General.* All Customer-owned desktops and laptops will have antivirus and desktop management agents installed, where applicable. Only software provided by or approved by the Customer shall be loaded on Customer-owned computers. Any computer, server or network hardware provided by LS&S or any third-party must be pre-approved by the IS Department and must adhere to Customer standards before being connected to Customer-owned computer hardware or the Customer's data network. Library Staff shall be responsible for ensuring that all Customer-owned equipment is well maintained, operated in accordance with the manufacturer's instructions and the Customer's direction. LS&S shall be responsible for failures caused by improper operation, cleaning or maintenance; accidents, damage, misuse or abuse caused by a LS&S employee
- (2) *Staff computers.* LS&S is responsible for the support of all Customer-provided computers which are designated for use by Library staff in performing their job functions. Support includes: installation of hardware and software, configuration, installation of operating system patches and updates, and troubleshooting of hardware, software or network connectivity problems. LS&S staff will provide assistance with supported applications which shall include: installation and updating of software; troubleshooting of common problems; and help with basic usage.
- (3) *Patron computers.* LS&S is responsible for the support of all Customer provided computers which are designated for use by library patrons which shall include operating system patches and updates; the troubleshooting of hardware, software or network connectivity problems. IS Department staff will work in conjunction with

Library Staff and LS&S IT to troubleshoot and resolve any connectivity issues that may be associated with the Customer-provided data network.

- (4) *Other LS&S owned and provided hardware/software.* Library Staff shall be responsible for the support and maintenance of all LS&S-owned or provided hardware and/or software.

E. Server Hardware and Operating Systems

- (1) *Customer provided Servers.* LS&S staff is responsible for the support of all Customer-provided servers which are housed at the Library or designated for use by Library Staff or patrons, which shall include: installation, configuration, installation of operating system patches and updates and the troubleshooting of hardware, software or network connectivity problems. Library Staff shall be responsible for the licensing, administration and maintenance of the business applications running on this hardware.
- (2) *LS&S provided Servers.* LS&S shall be responsible for acquisition; licensing and maintenance of any LS&S-provided computing system or service. Any computer, servers or network hardware provided by LS&S or any third-party must be pre-approved by the IS Director and adhere to Customer standards before being connected to Customer-owned computer hardware or the Customer's data network.

F. Telephony, Network, Internet, and Printers

- (1) *Customer network connectivity (to facility and to staff).* The Customer IS Department is responsible for the maintenance and operation of all Customer-provided network equipment, including the configuration, support and maintenance of all routers, switches, firewalls and associated Ethernet and fiber connectivity.
- (2) *Wireless network connectivity.* The Customer IS Department is responsible for the maintenance and operation of all Customer-provided wireless network equipment, including the configuration, support and maintenance of wireless access points and associated routers, firewalls and cabling.
- (3) *Customer internet connectivity.* The Customer IS Department is responsible for the maintenance and operation of Customer-provided internet connectivity, including: modems, routers, switches and associated cabling. As of the Effective Date, Customer provides internet connectivity for the use of library patrons and Library Staff computers.
- (4) *Telephone system.* The Customer IS Department is responsible for the maintenance and operation of all Customer provided voice communications equipment at the Library, including: VoIP/PBX equipment, handsets and associated cabling.

- (5) *Printers and Copiers.* LS&S Staff is responsible for the support of all Customer provided printers and copiers which are designated for use by library patrons. The Customer shall be responsible for the paper, toner, maintenance and repair costs of all printers and copiers for use by library patrons.

DRAFT

Schedule 1 to Exhibit E

Software used in Library:

Software	Operational Responsibility	Financial Responsibility
Polaris	LS&S	LS&S
Deep Freeze on Enterprise Server	LS&S w/Customer IT support	Customer
Antivirus	Customer	Customer
Windows	LS&S w/Customer IT support	Customer
MS Office	LS&S w/Customer IT support	Customer

*or equivalent software

Schedule 2 to Exhibit E

Service Level Agreements

This section is reserved for guidelines on measurable service level objectives. The intent of service level definition is to understand the expectations for key library and technology services and mechanisms for measurement.

Technology Metrics

The metrics identified are critical to the reliable service delivery and operations of a library.

Measurement

- Response to Troubles or Trouble Tickets – Response to priority 1 issues will be 4 hours after notification. Once issues are acknowledged, the responsible party will act appropriately to resolve the issue. Priority 1 issues will receive the highest response and activity until resolved or downgraded. Responses to lower priority items will be based on acknowledge and assignment of action within a time that is appropriate to the condition or impact.
- Wi-Fi and Circuit Availability – access to communications is critical to normal operations of a library. Patron access to reliable communications is to be maintained at or above 98% availability during normal business/library hours.
- Wi-Fi and Circuit Throughput and bandwidth – Libraries provide a necessary public service to patron and staff via wireless and internet communications. It is expected that these services be monitored and measured to ensure patrons are not experiencing consistent delays and packet latency. As a benchmark, latency to the internet should be under 30 ms Round Trip delay as measured to the nearest server on a public network. Upload and Download speeds will be appropriate to the size of the library community and will be monitored and adjusted as needed.
- Patron Computers and Printers – access to patron computers, printers, and copies are to be maintained to 98 % availability. Patron computers are to be protected by anti-spam and anti-virus and locked down in such a manner as to allow for normal user interaction without allowing installation and modification.
- Staff Computers – access to the LS&S library management systems is critical to the operations of a library. While staff systems have “off line” modes available with limited function, it is expected that all staff computers be maintained and provided at 99% availability. This availability is slightly higher than patron systems due to its role in the library. Updates to operating system are to be reviewed and applied routinely or minimally quarterly.
- Web Systems Availability – access to the library web site will be maintained to 98% availability.
- Security – systems integrity will be protected by firewalls, policies, and physical controls maintained by the Customer. Filters and changes to virus definitions are to be maintained and updated within 72 hours of release. Critical server updates are to be applied as per vendors release schedule.

Definitions

- Priority 1 issue is an out of service condition that impacts library operations and patron activity.
- Priority 2 issues are an equipment or process failure that is limited in scope or impact. Priority 2 issues can be a single system or process being out of service or impaired. Priority 2 impacts are limited as to scope and service delivery.
- Priority 3 issues are minor in scope or limited in span and impact. This can also include items that require order or installation.
- Notification – call, email, text, trouble ticket generation, or conversation indicating an issue.
- Response – initial notification and confirmation of an issue.
- Resolution – Ticket closure with satisfactory return to normal operations.