

**MOORPARK CITY COUNCIL  
AGENDA REPORT**

**TO:** The Honorable City Council

**FROM:** Jennifer Mellon, Senior Management Analyst 

**DATE:** April 18, 2008 (CC meeting of May 21, 2008)

**SUBJECT:** Consider Amendment No. 2 Revising the Scope of Services and Compensation Plan for Fiscal Year 2008-09 of the Agreement with Library Systems & Services, LLC (LSSI)

**SUMMARY**

The City of Moorpark has an agreement with Library Systems & Services (LSSI) to operate the Moorpark City Library. Under the provisions of the Agreement, the Scope of Services and Compensation for such services will be evaluated, renegotiated, and brought before Council for annual approval. Staff is requesting approval of Amendment No. 2 (see Attachment 1) to the Agreement, revising the Scope of Services and Compensation Plan for Fiscal Year (FY) 2008-09. The staffing component represents a 4% cost increase over the same level of staffing provided in FY 07-08.

**BACKGROUND**

On November 1, 2006, City Council authorized the City Manager to execute an Agreement with Library Systems & Services, LLC (LSSI) to operate the Moorpark City Library, commencing January 1, 2007 and continuing for a term of four and one half years (54 months). The Scope of Services and Compensation for such services will be renegotiated annually for each fiscal year throughout the term of the Agreement. The language from the original agreement still remains unchanged and in effect.

As comparison for the discussion to follow, the overall cost of the FY 2007-08 LSSI Agreement totaled \$477,954 which included staffing of 6.5 full time equivalent positions (\$338,454); automation maintenance, software, and licensing costs (\$24,500); general expenses (\$25,000); and collection development budgeted at \$2.50 per capita and including an LSSI fee of 5% on collection purchased for the library (\$90,000).

Fiscal Year 2007-08 library revenue is projected at \$842,887; of which an estimated \$811,000 was property tax allocated to the library. The City is anticipating tax revenue to

remain at the same level in FY 08-09 and to decline slightly in FY 09-10. Other Library revenue sources for FY 08-09 include the Public Library Fund (PLF) allocation of \$13,877; fines and fees estimated at \$25,000; and photocopying estimated at \$3,000. Projected FY 08-09 library revenue is \$852,887 with total proposed operating costs for the Moorpark City Library (including City staff salaries, contractual services of 6.5 FTE, non-contract operating expenses, and maintenance costs) at \$662,857. Additionally, staff is proposing staffing options within the revised Agreement with LSSI, which if implemented would increase the proposed operating budget as more fully discussed below.

In addition to operating costs and revenues, the City budgets capital projects and purchases from the Library Development Fee. This is a fee assessed on new development to offset impacts to the Moorpark City Library. While these projects and purchases are not a part of the operating agreement with LSSI, they do impact the total Library budget. Currently, the Library Development Fee fund balance is just over 1 million dollars. In FY 2007-08, the City budgeted \$72,800 for new shelving, computers, and furniture from this fund. For FY 2008-09, staff will be proposing the expenditure of \$46,500 for shelving enhancements and additional furniture purchases. Capital expenditures combined with operating expenses bring the total proposed FY 08-09 Library budget to \$709,357 (based on 6.5 FTE).

## **DISCUSSION**

With regards to the LSSI Agreement, staff is proposing a revised Scope of Services and compensation plan for the term commencing July 1, 2008 and concluding June 30, 2009 (Exhibit B-2). The revised Scope of Services includes staffing and day-to-day program expenses only. This is a change from FY 2007-08 when LSSI's Agreement included costs for technology and collection procurement. The technology cost components and collection development budgets have been removed from the LSSI agreement and budgeted within the City Library Operating Budget. This change allows the City to pay for items as expended and gives more control to the City with regards to these expense funds.

The proposed compensation plan for FY 2008-09, included within the LSSI agreement, totals \$376,992 which includes staffing of 6.5 full time equivalent positions (\$351,992) as well as office supplies, administrative costs, and programming expenses (\$25,000). LSSI will bill the City on a monthly basis as expenditures occur for procurement of collection as well as technology costs which include library software maintenance and licensing costs and precludes technical support of equipment by a technician.

The major changes in the proposed Scope of Services are described in detail as follows:

### **Staffing**

There is no change to the baseline staffing arrangements of 6.5 FTE's. However, staff is recommending the addition of two staffing options to be included in the Agreement and implemented at the City's discretion. Option 1 - include the addition of a part-time (20 hour/week) professional reference librarian (\$3,408.75 per month), and Option 2 - include an additional full-time professional reference librarian (\$6,817.50 per month); increasing the full time equivalent positions from 6.5 to 7.0 or 7.5 respectively. The optional professional librarian position would have a focus on reference services for both adult and youth patrons. The decision to increase FTE's would be made after the adoption of the City's FY 08-09 budget so that the Council has a clearer picture of the City's financial situation for the coming year.

At this time there are two full-time, professional librarians on staff. The City Librarian, whose responsibilities include management of day-to-day functions of the Library, staff supervision, reference services, reporting and analysis, City Library liaison to professional organizations, as well as adult programming and community outreach. The second position is the Youth Services Librarian whose responsibilities include reference services and programming for children and teens; the largest population served at the Library. Some outreach is performed by the Youth Services Librarian, and after analysis staff believes a heavier focus should be directed towards youth outreach. The need to increase outreach means the librarian would be off-site at schools and community organizations promoting services at the Moorpark City Library tailored to the youth of our community.

The recommendation to add the options to hire an additional part-time or full-time professional reference librarian is based upon desire to increase service levels to our community. The added position would perform adult reference duties and assist with youth services coverage; allowing the City Librarian and Youth Services Librarian to provide more off-site community outreach and increase programming offered at the library. The additional position would be available to fill the gap that has been recognized when the professional librarians are off site or involved in programming and unable to assist the public. The option of additional staffing would also provide added reference services for patrons during periods of peak usage.

#### Programming

Expectations for programming have been more clearly outlined in the proposed Scope of Services for FY 08-09. With 18 months of experience operating the Moorpark City Library, City staff and LSSI have a better understanding of the types of programs that are desirable, feasible, and have proven successful at the Moorpark City Library. Staff have identified minimum programming expectations in the Scope of Services and all costs associated with the identified programming, except costs for professional services of performers which are in the City Library Operating Budget, are included in the

general expense section of the Agreement.

Fingerprinting

LSSI will be responsible to perform mandatory live scan fingerprinting of all employees and volunteers over the age of 14 who will be working within the Library.

Reporting

Added to the Agreement is the responsibility of LSSI to prepare, and present to staff, an annual report in addition to the quarterly financial reports they currently provide. LSSI is also to finalize a strategic plan for the Moorpark City Library by a date mutually agreed upon by both parties.

To reiterate, technology costs (all costs related to technology excluding annual maintenance and technical software support costs) and collection procurement costs have been removed from the LSSI Agreement and budgeted within the City Library Operations budget. LSSI will invoice the City as these expenses occur throughout the year. The pace at which collection materials are purchased varies depending on the timing and volume of new releases. With regards to the technology budget, removing the expenditures from the LSSI agreement allows the City to consider arrangements that consistently ensure that requests for service are resolved on a more timely bases.

Below is a breakout of costs for services comparing the approved FY 2007-08 Scope of Services and the proposed FY 2008-09 Scope of Services. Items that show zero cost are budgeted within the City of Moorpark Library Operating Budget. These items will be billed as expended throughout the year by LSSI rather than included as a fixed monthly cost.

|   | <u>Fiscal Year 2007-08</u>    | <u>Fiscal Year 2008-09</u>    |
|---|-------------------------------|-------------------------------|
| <b><u>Staffing Costs:</u></b>   | <b>\$338,454.00 (6.5 FTE)</b> | <b>\$351,992.00 (6.5 FTE)</b> |
| To retain the existing level of staffing (6.5 FTE) for FY 2008-09, LSSI proposed an increase of 4% which includes a cost of living factor and annual merit increases for employees. |                               |                               |
| <b><u>Annual Optional Staffing Costs:</u></b>   | Option 1 (part-time)          | \$392,897.00 (7.0 FTE)        |
|   | Option 2 (full-time)          | \$433,802.00 (7.5 FTE)        |
| <b><u>General Expenses:</u></b>   | <b>\$25,000.00</b>            | <b>\$25,000.00</b>            |
| Programming supplies, postage, printing, marketing, training, general office supplies, etc.   |                               |                               |
| <b><u>Technology Costs:</u></b>   | <b>\$24,500.00</b>            | <b>\$0.00</b>                 |
| Automation Maintenance, licensing, software costs. These costs for technology including maintenance of hardware, software, upgrades, and related technology expenses identified     |                               |                               |



ATTACHMENT 1

**AMENDMENT NO. 2  
AGREEMENT FOR CONTRACT SERVICES**

THIS AMENDMENT TO AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2007, by and between the City of Moorpark, a municipal corporation located in the County of Ventura, State of California, hereinafter referred to as "City" and Library Systems and Services, LLC (LSSI), hereinafter referred to as "Consultant".

WITNESSETH

Whereas, on December 27, 2006, City and Consultant entered into an agreement pertaining to the daily operation and management of the Moorpark City Library; and,

Whereas, the City requires a revised scope of work from Consultant related to the efficient operation of the Library for the period covering Fiscal Year 2008-09 from July 1, 2008 through June 30, 2009; and,

Whereas, the City and Consultant have discussed and agreed to a scope of work and fee for said services as described herein, and now wish to document said agreement by jointly approving this Amendment to the aforesaid Agreement for Contract Services (Exhibit A).

NOW, THEREFORE, in consideration of the mutual covenants, benefits, and premises herein stated, the parties hereto agree and amend the aforesaid Agreement as follows:

I. Amended Scope of Services

The Scope of Services is hereby amended to cover the Agreement period of July 1, 2008 through June 30, 2009 (Exhibit B-2) attached hereto and made a part of Amendment No. 2.

II. Compensation

For the work defined in Section I of this Amendment, Contractor shall be paid as identified within Exhibit A.

III. Remaining Provisions

All other provisions of the aforesaid Agreement shall remain in full force and effect.

CITY OF MOORPARK:

LIBRARY SYSTEMS AND SERVICES,  
LLC, LSSI

\_\_\_\_\_  
Steven Kueny, City Manager

\_\_\_\_\_  
Frank A. Pezzanite, President

Date \_\_\_\_\_

Date \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Deborah S. Traffenstedt, City Clerk

## ATTACHMENT 2

### **EXHIBIT B-2 SCOPE OF SERVICES AND COMPENSATION**

LSSI agrees to administer the operations of City's library facilities (collectively, "Library"), including staffing of the Moorpark City Library, the accounting for, purchase of and payment of goods and services from vendors for approved budgeted supplies, specified technology maintenance, 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 within the scope of City's approved and adopted budget.

LSSI shall provide, by and through its own employees or independent contractors ("LSSI Staff"), all labor for the operation of the Library. The cost of the LSSI Staff shall be paid by LSSI and is included in the Operating Budget (as defined below). LSSI shall have the sole and absolute responsibility to hire and/or terminate the employment of the Library Staff from time to time to perform work under this Agreement. LSSI will provide the appropriate staffing levels, of no less than six and one half (6.5) FTE's, to keep the Library open to the public at fifty eight (58) hours per week. At City's written request LSSI will provide as Option 1 - an additional part-time (.5 FTE) professional reference librarian or as Option 2 - an additional full-time (1.0 FTE) professional reference librarian. LSSI will provide the appropriate staffing levels, of no less than six and one half (6.5) FTE's, to keep the Library open to the public at fifty eight (58) hours per week.

~~City shall provide Consultant with up to six days closure of the Library at consultant's discretion to make ready the Library for the opening. These six days shall be Tuesday, January 2 through Sunday, January 7, 2007. The Moorpark Public Library will hold its grand opening on Saturday, January 13, 2007 and consultant agrees not to close the operations of the library for longer than the designated days herein Section VI.~~

~~LASSI~~LSSI will develop a long-range plan for the City in cooperation with City Staff, elected and appointed local officials, other community stakeholders and the Library Staff ("Plan") and provide the plan in writing. Using current professional standards and practice, the Plan will identify challenges and opportunities for the Library staff and corresponding strategic responses, including specific, measurable goals and objectives. This Final Strategic Plan will be complete for City Approval on a date mutually agreed upon by both parties.

This Plan, when approved by the City, will help govern the direction and focus of the Library Staff in fulfillment of their mission of providing effective and efficient

Library service to meet the personal, professional and lifelong learning needs of the citizens served by the Library.

### **A. Included Services**

The tasks that LSSI will undertake within this Agreement include:

1. Governance – Develop and maintain effective working relationships with ~~local, but not limited to, City staff, elected officials, Library Committee members, other appointed officials~~ library agency representatives, local schools and colleges, community groups such as the Friends of the Library, and the general public.
2. Fiscal Responsibility:
  - a. Develop and maintain effective and efficient financial procedures.
  - b. ~~Review~~ Continually review all aspects of Library operation and service for efficiency and cost-effectiveness, while making changes as appropriate.
  - c. Diligently use good faith efforts to collect all fines and fees which ~~will become~~ are the property of the City ~~to be used as directed for additional library services.~~
  - d. Prepare annual operating and capital budget requests for City approval.
  - e. Seek and recommend grant opportunities for the City ~~to consider~~ for consideration.
3. Management and Reporting:
  - a. ~~Prepare and provide quarterly reports to City beginning March 2007~~ Prepare and provide an annual report by the last day in February for the annual period of January 1, 2008 through December 31, 2008, describing Library activities and undertaken in the calendar year as well as recommending changes in policies, procedures and operations as necessary and appropriate.
  - ~~b. Prepare and provide timely statistical reports quarterly financial reports to City on Library activities.~~
  - ~~e.b. Prepare and provide monthly statistical and financial reports in a form acceptable to City regarding Library activities. designated within this Agreement. The financial reports shall detail all expenditures made for the Moorpark City Library monthly~~ quarterly and year to date for all items within this agreement. ~~Agreement.~~
  - c. Prepare and provide monthly statistical reports in a form acceptable to City regarding Library activities by the fifteenth (15<sup>th</sup>) of each month for activity of the prior month.
  - d. Maintain an inventory, updated monthly, of all books and materials purchased on behalf of the City for the Library. City shall be responsible for maintaining a technology inventory of all technology equipment at the facility.

- e. Manage an LSSI sponsored Volunteer program.
  - e.f. At least annually, survey and formally gather information from Library users for use in Library planning and customer satisfaction. Form and type of survey to be mutually agreed upon by City and LSSI.
  - f.g. LSSI's City Librarian shall meet with the City's liaison on an as needed basis.
  - h. LSSI and the City Librarian shall copy the Parks, Recreation, and Community Services Director or his or her designee on all written correspondence sent (e-mail, letter, fax, etc) by LSSI or the City Librarian on behalf of the Moorpark City Library with the exception of internal LSSI correspondence.
  - g.i. All press releases or publicity for events shall be given to the Parks, Recreation, and Community Services Director or his or her designee at least 24 hours prior to being submitted to the media, posted on the website or advertised to the public in any way.
4. Staff Development and Coaching:
    - a. Staff training and development is the responsibility of LSSI. LSSI shall agree that their professional staff be appropriately trained to ensure their continuing education requirements for professional library staff ~~is~~ are maintained.
    - b. Support orientation, training and professional development of all Library Staff.
    - c. Provide supervision and guidance to maximize Library Staff effectiveness in Library operations.
  5. Public Services:
    - a. Provide prompt, friendly and accurate assistance in the use of the Library.
    - b. Provide prompt and accurate circulation, information and reference services.
    - c. Provide requested materials promptly.
  6. Collections – ~~Develop~~ Submit a comprehensive Collection Development and Management Plan, including ~~short term~~ discard plan to the Parks, Recreation, and ~~long term collection development and a discard plan~~ Community Services Director or his or her designee by June 1 of each year to be approved by the City. Provide high quality materials on a wide variety of subjects in varied formats for all age groups present in the community, according to established collection management plans. Final decisions on collection development policies shall be with the City.
  7. Interlibrary Loans – Maintain the interlibrary loan program currently in place and identify alternatives if necessary to provide the best service for the City.

- ~~7. Inter Library Loans – Establish an interlibrary loan program working with the Metropolitan Cooperative Library System and Black Gold to develop the best service for the City.~~
8. Programming – Provide high quality, effective educational, recreational and cultural programs of interest to all age groups present in the community. All programs currently in place will continue and be analyzed. Recommendations for new programs shall be provided, in writing, to the Community Services Director or his or her designee for approval prior to commencing new programs. Examine current programming and recommend changes in long range plan documents. and recommendations for improvements provided to City. Examine current programming and recommend changes in long range plan documents.
- ~~9.~~
9. Information Technology – Recommend plans to procure, install, and support sufficient hardware, software, network, telecommunications and other resources necessary to support the Library's mission.
- ~~10. Information Technology – Develop and implement short and long range plans to procure, install, and support sufficient hardware, software, network, telecommunications and other resources necessary to support the Library's mission.~~
10. Automation Support – Provide maintenance support for library computer software associated with the automation system and proprietary library systems and ensure that those systems operate effectively.
11. Marketing – Effectively disseminate information and promote use of the Library resources and services. Actively work with community Library support groups and other community agencies to coordinate Library marketing efforts.
12. Outreach – Conduct visits to school classrooms, community groups, service clubs and other local organizations and generate ongoing publicity about library programs services.
- ~~11.13.~~ Facilities – Work with City Staff to ensure effective building maintenance by promptly identifying and reporting problems with the physical building.

~~Within 60 days of the execution of this agreement LSSI will provide the City with a detailed timeline, noting milestones to be accomplished; designating when supporting documents and plans will be complete; and agreeing that the Long Range Plan will be drafted for City review on or before December 31, 2007.~~

~~The long range plan will include, but not be limited to, a five (5) year forecast of Library maintenance and growth, Library expansion plan if appropriate, Library~~

~~programming enhancements and/or additions to be phased in as recommended, and a comprehensive identification of technology and library material needs to be addressed between January 1, 2008 and December 31, 2012. Also included within the plan should be staffing resource requirements and budgetary analysis for each item addressed in the plan.~~

~~LSSI also agrees to provide the City with quarterly written progress reports, beginning March 2007, noting completed milestones and those that have not been met, with justifications.~~

In addition to meetings with City staff, LSSI agrees to attend the meetings of the City Council when matters of the Moorpark Public Library will be discussed and staff determines that LSSI's presence is necessary and will be present at stakeholder and any formal Library advisory group meetings as established by the Council when determined necessary by the City.

## **B. Excluded Services**

LSSI shall have no responsibility for administration, purchase or payment of, or any liability or duty to defend claims for:

- ~~A. Any goods or services, including payroll, that were rendered to City prior to the Effective Date.~~
- 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, except that such Capital Items proposed by LSSI for its benefit shall be approved by the City and paid for by LSSI.
- B. Any amount of costs for unbudgeted repairs, maintenance and/or upkeep of Capital Items owned by the City.
- C. Any increases in the cost of facility insurance, utilities, and any state or federal tariff items over the rate for such items prevailing as of the date of execution of this Agreement.

## **C. Special Conditions**

LSSI may purchase goods for use in the management and operation of the Library upon prior written approval of the City. Title to all items purchased by LSSI on behalf of the City shall at all times reside in the City. If LSSI furnishes any goods to the City pursuant to this provision, LSSI will use good faith efforts to extend the manufacturer's warranty, if any, to the City. All goods, services, and materials designated within this Agreement are the responsibility of LSSI to procure with approval by the City prior to purchase. **There are no other warranties, express or implied, including warranties of merchantability or fitness for particular purpose.**

LSSI warrants that it will perform the Services ~~shew~~shown in this Exhibit (Exhibit B-2) with at least the care, diligence and expertise generally accepted in the library service industry. If LSSI fails to perform the services shown to the satisfaction of the City, the City will notify LSSI. If LSSI continues to fail to perform to the City's satisfaction, LSSI and the City agree to meet and discuss solutions.

#### **D. Library Materials and Materials Handling Fee**

On behalf and for the benefit of the City, LSSI will negotiate favorable discounts and prices from Library suppliers for the purchase of all Library materials, which shall include but are not limited to books, periodicals, newspapers, microfilms, electronic database subscriptions, standing orders, audio and video materials and cases, automated reference services, binding, cataloging and processing costs and the Materials Handling Fee (as defined below) (collectively, "Library Materials").

~~The responsibility for Library collection development policies will remain with the City, and all Library Materials selections, in cooperation with the City, will be the responsibility of LSSI. LSSI will 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 Materials, LSSI shall include a fee of five percent (5%) of the cost of the Library Materials ordered ("Materials Handling Fee").~~

The collection development budget within this contract period including sales tax, shipping, processing fees, and the LSSI handling fee charge of five percent (5%) on all collection resources purchased or licensed for the library is budgeted within the City Library Operating Budget.

The responsibility for Library collection development policies will remain with the City, and all Library Materials selections, in cooperation with the City, will be the responsibility of LSSI. LSSI will 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 Materials, LSSI shall include a fee of five percent (5%) of the cost of the Library Materials ordered ("Materials Handling Fee").

#### **E. Operating Budget and Charges**

| Period                                     | Charges ("Operating Budget") |               | Library Materials* |
|--|------------------------------|---------------|--------------------|
|  | Period                       | Monthly       |                    |
| January 1, 2007— June 30, 2008 (18 months) | \$712,681.00                 | \$39,593.39** | \$135,000          |

\* Total cost of Library Materials is included in the Operating Budget period and monthly charge figures above and shall include sales tax, shipping, processing fees, and the Materials Handling Fee.

\*\* An additional \$3,000 per month for the first six (6) months, (\$18,000 total) of the period shall be added for the Technical Support Service costs incurred by LSSI as outlined in Exhibit B, Section E.

The Operating Budget is contingent on other existing contractual terms, obligations and responsibilities remaining the same except as expressly noted herein.

On or before the 1<sup>st</sup> of February of each calendar year that this Agreement is in effect LSSI will provide the City with the projected budget for the next Fiscal Year period (July 1 through June 30). The City will review, comment, and negotiate the proposed budget with LSSI and approve the final draft next Fiscal Year budget with LSSI on or before the 1<sup>st</sup> of March pending final approval by Council.

If the Parties have not reached such agreement one (1) month before the end of such period, then the Charges for the next twelve (12) month period, or such fewer number of months remaining until the Expiration Date ("Remaining Months"), shall be equal to the Charge for the last month of such period multiplied by twelve (12) or the number of Remaining Months, whichever is less, plus a CPI cost-of-living escalator effective July 1, 2008-2009 not to exceed a 5% increase over the published Los Angeles Index of the most recently published period.

#### **F. Staffing**

The City and LSSI agree to the following breakdown of staffing services and charges (excluding the technical services support) for said items provided January ~~July 1, 2007~~ 2008 through June 30, 2008 ~~2009~~.

Includes salaries, benefits, and overhead for LSSI employed on-site staff to operate the present library of-facility located at 699 Moorpark Avenue, Moorpark, California for 58 hours per week, seven days of service per week, including 4 hours on Sunday afternoons: (less approved Holidays). This staff will consist of no less than the equivalent of ~~six~~ six and one half (6.5) Full Time Equivalents (FTE's); recommendations of proper staff levels are as follows: At all times the Library is open to the public no less than two employees will be scheduled. LSSI agrees to provide the following staff positions during the term of this Agreement:

- One (1) full-time City Librarian (Master's Degree Professional)
- One (1) full-time Children's Youth Services Librarian (Master's Degree Professional)
- One-half (.5) FTE Reference Associate (paraprofessional)
- Two and one-half (2.5) FTE Library Assistants (filled by PT employees) (staff level)
- One(1) FTE Library Technician (evening shift) (staff level)
- One Half (.5) FTE library page (could be filled by part time employees)

In addition, one of the following options can be enacted by City to commence anytime on or after July 1, 2008 and remain in effect through FY 08-09.

- Option 1 – at City's written request, LSSI will provide an additional part-time (.5 FTE) Reference Librarian (Master's Degree Professional)
- Option 2 – at City's written request, LSSI will provide an additional full-time (1.0 FTE) Reference Librarian (Master's Degree Professional)

If a vacancy of a position designated above occurs, LSSI must provide a replacement, or replacement hours by a qualified person, for the vacant position at a level equal to the specification of the vacant position within two weeks of the official date of vacancy.

Automation system support and (SIRSI) as well as management and administrative support will be provided without additional charge on an as needed basis.

The Library will follow the published Metropolitan Cooperative Library System Holiday Schedule and be closed on all holidays designated as "All System Library" closure Holidays and those other Holidays agreed upon in writing and published by the City in December of each year for the subsequent year. During the calendar year of July 1, 2008 through June 30, 2009 the Moorpark City Library will close 5:00 p.m. on the following holidays: Thursday, July 3; Wednesday, December 24; and Wednesday, December 31.

As a condition of employment, LSSI agrees to Live Scan fingerprint all employees and volunteers, aged 14 or older, working within the Moorpark City Library facility or for the Library in any capacity where they may be in the presence of minors and to pay the costs of fingerprinting all employees and volunteers working in said capacity. LSSI agrees to adhere to the City of Moorpark fingerprinting procedure at their expense. LSSI agrees to comply with all State and Federal child labor laws for the employment of, or use of, minors as volunteers.

~~LSSI agrees to LiveScan fingerprinting of all employees and volunteers working within the library facility or for the Library in any capacity.~~

**Staffing Costs:..... \$351,992.00**  
**Staffing Costs (with Option 1)..... \$392,897.00**

**Staffing Costs (with Option 2)..... \$433,802.00**

**G. Breakdown of Costs and Expenses**

FYE 6/30/07 (6 mo.)      FYE 6/30/08 G.

**Staffing Costs:**      ~~\$169,227.00~~      ~~\$338,454.00~~

**Automation Maintenance, Software, and Licensing Costs:**

- ~~Software upgrades and maintenance as needed~~
- ~~OCLC Charges for ILL and Cataloging~~
- ~~MCLS Membership for ILL and other services~~

~~\$11,000.00~~      ~~\$24,500.00~~

**Office Supplies, Administrative Costs, and Programming Expenses:**

Office Supplies include but are not limited to paper and other consumables used by staff and the public; administrative costs include but are not limited to training, travel, petty cash purchases, postage, printing, marketing, etc.; and programming expenses include but are not limited to all expenses (excluding contracted performers, authors, etc. which are included in the City of Moorpark Library budget) associated to programming identified within this Agreement.

During the Agreement period, LSSI agrees to provide, at minimum, the following programming/events and pay all program/event related expenses for items identified below. Identified items in Section G will be funded, with the exception of contracted individuals (performers or authors, etc), with funds identified in Section G of this Agreement. The City and LSSI will continue to meet and evaluate programming and make recommendations for changes as necessary.

- Weekly Pre-school Story time; with guest story time presenters on occasion to provide variety for attendees.
- Monthly Family Focused programming.
- Weekly Summer Reading Club events, to be supplemented with smaller events on other days of the week at various times of day, to provide summer library activities to a broad number of youth in the community.
- Dia de los Niño's family-oriented day focusing on literacy for children.
- Teen Digital Project (grant program) to span at least 10 weeks.
- Regular Craft Workshops to be spread throughout the year and incorporate holidays, other occasions, or be theme oriented.
- Quarterly library related Adult and/or Family Events to be held at the High Street Arts Center or other venue to accommodate larger crowds. These events would provide an awareness and visibility of the Library to larger audiences than the Library can accommodate.

- Library participation in the Moorpark Arts Festival, Kids Day in the Park, and other City sponsored events as well as community events such as Moorpark Country Days.
- A series of brown bag lunch speakers at the Library tailored to adults who work in the City.
- A one-time license fee to offer Movie Afternoons at the Library, for smaller groups, or at the community center (for larger groups, to offer the ability to show movies on days when schools have early dismissal, during school breaks, in the evenings or other times throughout the year.
- Ongoing Community Outreach efforts.
- Book delivery service for homebound residents of Moorpark.

**Office Supplies, Admin., & Programming Expenses: .....\$25,000.00**

**Technical Support**

~~For an unspecified length of time, not to be less than six months from Effective Date, LSSI shall provide technical support for the library whenever necessary at a cost not to exceed \$3,000 per month. These technical services shall (1) continue as specified in this Exhibit B with the agreement amended, (2) be renegotiated into the agreement as a position to be staffed by LSSI with the agreement amended, or (3) be absorbed by the City Information Systems division on July 1, 2008 as agreed upon by LSSI and the City.~~

~~.....\$18,000~~

**General Expenses:**

~~Supplies, Postage, Printing, Marketing, Training, etc.~~

~~\$9,500.00~~

~~\$25,000.00~~

~~TOTAL ANNUAL FIXED COSTS FYE 6/30/09 (6.5 FTE) \$376,992.00~~

~~with Option 1 (7.0 FTE) \$417,897.00~~

~~with Option 2 (7.5 FTE) \$458,802.00~~

**H. Breakdown of Costs and Expenses –Monthly Variable Costs included in the City of Moorpark Library Operations Budget**

~~Total cost of Automation Maintenance, Software, and Licensing costs as well as Collection **Development Cost Estimates:**~~

~~Estimated costs for collection development overprocurement are included in the following contract periods including City of Moorpark Operating Budget for Fiscal Year 2008-09 and shall include sales tax, shipping, processing fees, and the LSSI handling fee charge Materials Handling Fee of five percent (5%) on all for collection resources purchased or licensed for the library. (based on a materials budget of \$2.50 per capita). purchases.~~

~~\$45,000.00~~

~~\$90,000.00~~

An annual expenditure budget will be provided to LSSI by the City which covers Automation Maintenance, Software and Licensing costs as well as Collection Procurement identified to take place during Fiscal Year 2008-09. LSSI is authorized to expend funds for identified purposes within the amount budgeted. If for any reason, LSSI expends money without prior written approval and authorization or expends funds which exceed the budgeted amount identified for a particular expenditure, LSSI is responsible for those expenditures as incurred.

**TOTAL COSTS:**                     FYE 6/30/07 (6 mo.)                    FYE 6/30/08

LSSI will bill the City of Moorpark for variable costs on the same invoice as monthly fixed costs breaking out each category – Automation Maintenance, Software, and Licensing Costs; and Collection Procurement on the invoices with detailed expenditure descriptions for each of these items.

  \$252,727.00  \$477,954.00

**Library Software, Maintenance, and Licensing Costs**

All technology software and maintenance costs for the automation system and Library specific software programs, as well as all other items listed below, will be paid by LSSI as invoiced by vendors. LSSI will subsequently include the items on City invoices for reimbursement at actual cost incurred:

- Sirsi-Dynix Automated System
- Annual maintenance of all implemented components of Envisionware
- MCLS Membership and all related MCLS Service Costs
- OCLC Annual Costs
- Barcodes
- Patron Cards

All technology hardware will be budgeted by and purchased by the City of Moorpark, maintained by the City of Moorpark, and invoices paid by the City of Moorpark.

**Collection Development**

Costs for collection development over this Agreement period including sales tax, shipping, processing fees, and the LSSI handling fee charge of five percent (5%) on all collection resources purchased or licensed for the library are budgeted in the City of Moorpark budget. LSSI is authorized to procure material and pay invoices as invoiced by vendors and, subsequently, invoice the City for the cost of collection purchases plus the 5% handling fee including, details of purchases on the invoices, at an amount not to exceed the City budgeted amount for collection procurement.