

**MOORPARK CITY COUNCIL  
AGENDA REPORT**

**TO: Honorable City Council**

**FROM: Jennifer Mellon, Administrative Services Manager**



**DATE: March 9, 2011 (CC meeting of March 16, 2011)**

**SUBJECT: Consider Change in Authorization for the City Manager to Sign an Agreement with Library Systems and Services (LSSI) for Polaris Integrated Library System (ILS) Corporation Software as an Addendum to the LSSI Agreement with the City of Moorpark**

**BACKGROUND**

On January 19, 2011, the City Council adopted Resolution 2011-2990, amending the FY 2010-11 Budget to appropriate \$7,800 from the Library Services Fund Balance for the migration of the Integrated Library System (ILS) software from Sirsi Dynix Horizon to Polaris 4.0, and authorized the City Manager to sign the Agreement with Polaris Corporation for the ILS software, subject to final language approval by the City Manager and City Attorney. On July 12, 2010 Council approved Amendment 4, the new Scope of Work attachment to the LSSI Agreement, which states that LSSI shall, "Recommend plans to procure, install, and support sufficient hardware, software, network, telecommunications and other resources necessary to support the Library's mission" and, "Provide maintenance support for library computer software associated with the automation system and proprietary library systems and ensure that those systems operate effectively." When the City began operation of the Library, LSSI supported libraries used Sirsi ILS software and are now migrating to Polaris due to the enhancements Polaris can provide as well as the discontinuance of support for the Sirsi Horizon software.

**DISCUSSION**

Originally, staff presented a Council Item with the misunderstanding that an agreement would be entered into with Polaris for the ILS Software; however, that is not the case. LSSI will provide and maintain the Polaris ILS solution, just as they have done with the Sirsi ILS solution per their present Agreement with the City. Attached to this report is a copy of a proposed Agreement for ILS Hosted Services between City of Moorpark and LSSI, which will be revised and incorporated as an Addendum to the current Agreement with LSSI and approved by the City Manager. What is being proposed is for the City Council to rescind its prior direction for the City Manager to sign an Agreement with Polaris Corporation for the

ILS software, and approve the City Manager to sign an Addendum to the Agreement between City of Moorpark and LSSI to incorporate ILS Hosted Services, subject to final language approval by the City Manager and City Attorney.

**FISCAL IMPACT**

The not to exceed amount of \$15,000 for the Polaris Integrated Library System software migration and maintenance has not changed, and a budget amendment was approved at the January 19 City Council meeting.

**STAFF RECOMMENDATION**

- 1) Rescind City Council January 19, 2011, approval for the City Manager to sign an Agreement with Polaris Corporation for the ILS software; and
- 2) Authorize the City Manager to sign an Addendum to the Agreement between City of Moorpark and LSSI to incorporate ILS Hosted Services, subject to final language approval by the City Manager and City Attorney.

Attachment: Draft Agreement between City and LSSI for ILS Software Hosted Services

**Agreement for ILS Hosted Services between City of Moorpark  
and Library Systems & Services, LLC**

This Agreement, is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2011, 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 & Services, LLC, hereinafter referred to as "LSSI."

Whereas, LSSI has entered into an agreement with GIS Information Systems, hereinafter referred to as "Polaris," to license its Polaris ILS computerized system and, pursuant to its Agreement with Polaris, LSSI's clients may contract for hosting services of the ILS computerized system through LSSI; and

Whereas, City desires to contract for the hosting services from LSSI for use at the Moorpark City Library;

Now, therefore, the parties mutually agree as follows:

**1. Definitions**

- a. **Hosted Services.** Hosted services refers to training, implementation, data conversion, ongoing use of requisite hardware and third party software licenses, technical support and system administration of the Polaris ILS computerized system. These services may be modified, added to, or replaced during the term of this Agreement.
- b. **Polaris ILS Software.** Polaris ILS software refers to the hosted applications proprietary to Polaris and provided by LSSI under this Agreement.
- c. **LSSI Hardware.** LSSI hardware refers to the hardware under the control and ownership of LSSI which is used to provide the Polaris ILS software and related services. Hardware may be modified, added to, or replaced during the Agreement, provided that such modifications or replacement do not negatively impact the performance of the Polaris ILS software.
- d. **Library Workstations.** Library workstations refer to the hardware and software the City is required to have that enables access to the Internet and which the City is required to have in use in order to enable and use the Polaris ILS software.

**2. Scope of Services**

LSSI shall provide hosted ILS services to initially include training, implementation and data conversion. On an ongoing basis, LSSI shall provide use of hardware and Polaris software to enable the Moorpark City Library to perform its circulation and acquisitions duties. LSSI also shall provide technical support and hosted system administration.

**3. Compensation**

Compensation for the services to be performed by LSSI shall be in accordance with Schedule A attached hereto. Compensation shall not exceed the rates or total contract value as stated in Schedule A without the written authorization of the City Manager. LSSI will invoice City annually, at the beginning of each contract year, for the hosting services it will provide as

described in Section 2 above, and City agrees to pay the invoices within thirty (30) days of receipt.

4. Term and Termination

- a. **Term.** This Agreement shall commence on March 1, 2011 and continue in force until February 28, 2012, provided City has not terminated its Professional Services Agreement, dated March 26, 2006, with LSSI for LSSI to operate the Moorpark City Library. Thereafter, so long as the Professional Services Agreement remains in force, this Agreement will renew annually at the cost set forth in Schedule A unless sooner terminated in accordance with this Section 4.
- b. **Termination for Convenience.** Either party may terminate this Agreement with or without cause by giving the other party six (6) calendar months written notice of termination.
- c. **Termination for Default.** If either party breaches any material provision of this Agreement and fails to correct the breach within thirty (30) days after receiving 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.
- d. **Termination of Professional Services Agreement.** Notwithstanding any of the terms of this Section, if City terminates its Professional Services Agreement with LSSI, this Agreement will automatically terminate on the same date of termination of the Professional Services Agreement.
- e. **Renewal.** Subject to the termination provisions of this Section 4, this Agreement shall automatically renew and the Expiration Date extend for successive renewal periods of twelve (12) months, unless written notice of intent to not renew is given at least six (6) months prior to the Expiration Date.

5. Ownership of Data. City acknowledges that LSSI, in its performance of its duties under this Agreement, will have access to patron bibliographic transactions and patron personal data. LSSI agrees that it will keep all such information confidential and that it will not share any of this data with any third party unless required to perform its duties under this Agreement. LSSI agrees that City will retain ownership and all rights associated with bibliographic transactions and patron data and, upon the termination of this Agreement, LSSI will turn over to City all patron and bibliographic data acquired as a result of this Agreement.

6. LSSI License and Return of Software. City acknowledges that, during the term of this Agreement, it will have access to hosted services through the use of LSSI's non-exclusive, royalty-free license to use the Polaris ILS software. City agrees that its use of Polaris ILS software through LSSI's license is allowed only in conjunction with the hosted services to be provided under this Agreement. City agrees that it has no right to use the software for any other purposes or at any other time. No title or ownership of the Polaris ILS software is transferred to City and the software remains the proprietary property of Polaris. If this Agreement is terminated, City agrees that it will return all Polaris ILS software to LSSI, or if so requested in writing by LSSI, destroyed.

7. Warranty. LSSI warrants that it will provide hosted services needed by City to handle its circulation and acquisitions duties during the Moorpark City Library's normal hours of operation. LSSI further warrants that it will take all reasonable steps necessary to ensure that any problems with providing hosting services are resolved as expeditiously as possible. LSSI does not warrant

that the operation of the Polaris ILS software and its availability to the Moorpark City Library via the Internet will be uninterrupted or error-free or that all program defects will be corrected by Polaris. LSSI also does not warrant that the Polaris ILS software or any equipment, system or network on which the Polaris ILS software is used will be free of vulnerability to intrusion or attack.

**The foregoing warranty is exclusive and in lieu of all other warranties or merchantability, fitness for a particular purpose, and/or any other type whether express or implied, written or oral.**

8. **Notification.** Any notice to be given pursuant to this Agreement shall be in writing and delivered by personal service or by deposit in the United States mail and addressed to the party for whom intended as follows:

To: City Manager, City of Moorpark  
City of Moorpark  
799 Moorpark Avenue  
Moorpark, CA 93021

To: Frank Pezzanite, Chief Executive Officer  
Library Systems & Services, LLC  
12850 Middlebrook Road, Suite 400  
Germantown, MD 20874

Either party may, from time to time, by written notice to the other, designate a different address or contact person, which shall be substituted for the one specified above. Notices, payments, and other documents shall be deemed delivered, upon receipt by personal service as of the third day after deposit in the United States mail.

9. **Execution.** The person executing this Agreement on behalf of LSSI warrants and represents that he has the authority to execute this Agreement on behalf of LSSI and has the authority to bind LSSI to the performance of its obligations hereunder.

City of Moorpark

By \_\_\_\_\_

Title \_\_\_\_\_

Library Systems & Services, LLC

By   
Frank Pezzanite, Chief Executive Officer

Schedule A  
Costs

Year 1: \$15,000

Years 2 and thereafter: \$800 per workstation. City anticipates a total of 6 workstations and the related annual fee therefore is expected to be \$4,800.