

**MOORPARK CITY COUNCIL
AGENDA REPORT**

TO: The Honorable City Council

FROM: Jennifer Mellon, Senior Management Analyst 

DATE: May 18, 2010 (CC meeting of June 16, 2010)

SUBJECT: Consider Amendment No. 4 Revising the Scope of Services and Compensation Plan for Fiscal Year 2010-11 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 current 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. 4 (Attachment 1) to the Agreement, revising the Scope of Services and Compensation Plan, for Fiscal Year (FY) 2010-11.

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) to July, 2011 with optional 12 month extensions.

The cost of the FY 2009-10 LSSI Agreement totaled \$429,684 which included staffing of 6.5 full time equivalent positions (\$404,684); and general expenses (\$25,000). The agreement also included an additional part-time librarian (.5 FTE) staffing option that was approved and subsequently enacted by the City Manager in September of 2009. The proposed FY 2010-11 LSSI Agreement term cost will remain at \$429,684 to keep present staffing levels of 7 FTE. An option for an increase in hours from 20 per week to 30 per week for the part-time Teen Librarian has been included in the revised proposed scope of work which can be implemented by the City Manager.

Fiscal Year 2010-11 library revenue is projected at approximately \$821,000; of which an estimated \$775,000 is property tax allocated to the library. The City is anticipating tax

revenue to decrease slightly in FY 2011-12. Other annual Library revenue sources include the State Public Library Fund (PLF) allocation; fines and fees; a Moorpark Friends of the Library contribution; and interest earnings. This revenue projection includes a significant decrease in property tax allocation for the Library; however, the Library has a substantial reserve balance from the transfer of the facility from the County to the City.

Proposed total operating costs for the Moorpark City Library (including City staff salaries, contractual services, contractual staffing of 7 FTE, non-contract operating expenses, and facility maintenance costs) are estimated at \$858,000.

DISCUSSION

Staff is proposing a revised LSSI Scope of Services and compensation plan for the term commencing July 1, 2010 and concluding June 30, 2011 (Exhibit B-4). The revised Scope of Services includes staffing and day-to-day general expenses only.

The proposed compensation plan for FY 2010-11, included within the LSSI agreement, again totals \$429,684 which includes staffing of 7 full time equivalent positions (\$404,684) as well as general expenses which includes office supplies, administrative costs, and programming expenses (\$25,000).

LSSI will continue to bill the City on a monthly basis as expenditures occur for procurement of collection and technology costs which include library software maintenance and licensing costs but preclude technical support of equipment by a contract technician.

Baseline staffing of 7 FTE's remains fixed in the Agreement. As previously stated, the Council approved the addition of 10 hours per week to the part-time (.5 FTE) Teen Librarian position, increasing the FTE's to 7.25 as part of the FY 2010-11 budget review. If the option for additional hours is enacted by the City Manger, the additional hours would allow the Teen Librarian to spend the extra time engaging with the teens and enhancing teen programming at the Library as well as the ability to provide community outreach at the schools and community functions. The decision to enact the option could be made by the City Manager if approved by the Council after the adoption of the City's FY 10-11 budget so that the Council has a clearer picture of the City's financial situation for the coming year.

Libraries nationwide continue to experience a surge in usage due to the economy. Our library is also experiencing an increased need to provide customer service including computer assistance (setting up e-mail accounts, database searching, applying on-line for jobs), job search assistance, and additional reference support. An average of 489 patron visits per day occurred during the first three months of this year, up 33% when compared to 2009. When staff compares statistics from July through March 2008-09 to that same

period in FY 2009-10 circulation of material is up 33% and programming comparisons show numbers of event attendees up 53%. Presently there are two full-time librarians on staff, the City Librarian and Youth Services Librarian, as well as one part-time Teen Librarian. In September, 2009, the part-time Teen Librarian was hired to focus on Middle and High School aged youth which allowed the Youth Services Librarian to focus on children in the pre-school through elementary school age groups. Since bringing the Teen Librarian on board the Library has been able to provide reference assistance to Middle and High School students during afternoons and evenings as well as on weekends, which was a deficiency prior to adding the position. Along with providing reference services, the Teen Librarian has begun programs which are successful and growing in participation each month. With the option of an increase of 10 hours per week, the Teen Librarian would have the ability to provide added, necessary outreach to community youth and enhance and expand programming.

In summary, total contractual cost for FY 2009-10 was \$429,684 and proposed contractual cost for FY 2010-11 is also \$429,684; if enacted, the part-time teen librarian hour increase would add \$21,606 annually, or be prorated at \$1,800.50 per month upon enactment.

FISCAL IMPACT

There will be no impact on the General Fund for Library operations. The revised Scope of Services for staffing and general office expenses for FY 2010-11 totals \$429,684. This represents a 0% increase in staffing cost from FY 2009-10 and the general expenses budget also remains the same. The option to increase the Teen Librarian hours from 20 per week to 30 per week would increase the contract cost by \$21,606 annually. Staff proposes using the Library reserve balance to cover expenses that exceed revenue, which is estimated to be about \$37,000 in FY 2010-11.

STAFF RECOMMENDATION

Approve Amendment No. 4 to the Library Systems & Services, LLC (LSSI's) Agreement for Operation of the Moorpark City Library which includes a revised Scope of Services and Compensation Plan for Fiscal Year 2010-11 subject to final language approval by the City Manager and City Attorney.

Attachments:

- Attachment 1 – Amendment No. 4 to Library Systems & Services Agreement
- Attachment 2 – Exhibit B-4, Revised Scope of Services and Compensation, FY 2010-11 (ledge format)

**AMENDMENT NO. 4
TO PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY OF
MOORPARK AND LIBRARY SYSTEMS AND SERVICES, LLC.**

THIS AMENDMENT TO AGREEMENT, made and entered into this ____ day of _____, 2010, 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 2010-11 from July 1, 2010 through June 30, 2011; 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.

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, including the new Agreement period of July 1, 2010 through June 30, 2011, which is attached hereto and made part of Amendment No. 4 as Exhibit B-4.

II. Compensation

For the work defined in Section I of this Amendment, Contractor shall be paid as identified within the Agreement for Contract Services.

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

EXHIBIT B-34

SCOPE OF SERVICES AND COMPENSATION Fiscal Year ~~2009-10~~2010-11

LSSI agrees to administer the operations of the Moorpark City Library (collectively, "Library"), including staffing of the 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); and 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~~ seven and one half (6.57) 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~~ an addition of .25 FTE to the Teen Librarian position.

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. The 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, but not limited to, City staff, elected officials, other 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. 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 are the property of the City.
 - d. Prepare annual operating and capital budget requests for City approval.
 - e. Seek and recommend grant opportunities for the Moorpark City Library for consideration and approval by the City. Approval from the City must be received prior to submittal of a grant application.

3. Management and Reporting:
 - a. Prepare and provide an annual report by the last day in February for the ~~annual period of January 1, 2009 through December 31, 2009~~previous calendar year⁹, describing Library activities undertaken in the calendar year as well as recommending changes in policies, procedures and operations as necessary and appropriate.
 - b. Prepare and provide quarterly financial reports to City on Library activities designated within this Agreement. The financial reports shall detail all expenditures made for the Moorpark City Library quarterly and year to date for all items within this Agreement.
 - c. Prepare and provide monthly statistical reports in a form acceptable to City regarding Library activities by the fifth (5th) day of each month for activity of the prior month.
 - d. Prepare and provide to the City, before the seventh (7th) day of each calendar month, a list of delinquent accounts from the preceding calendar month, with proper backing documentation, that are to be referred to the City of Moorpark Financial Services Department per the Circulation Policy.
 - e. 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.
 - f. Manage the Moorpark City Library Volunteer program.
 - g. At least annually, survey and 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.
 - h. LSSI's City Librarian shall meet with the City's liaison on an as needed basis.
 - i. LSSI and the City Librarian shall copy the ~~Parks, Recreation, and Community Administrative Services~~ Director or his or her designee on all official 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.

- j. All press releases or publicity for events shall be given to the ~~Parks, Recreation, and Community Services~~ Administrative Services Director or his or her designee for review, comment, and approval at least 48 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 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 – Submit a comprehensive Collection Development and Management Plan, including a discard plan to the ~~Parks, Recreation, and Community Services~~ Administrative Services Director or his or her designee by March 1 of each year to be approved by the City. After City Council approval of the final budget, City will inform City Librarian of collections budget and give authority to begin procurement. 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.
 8. Programming – Provide high quality, effective educational, recreational and cultural programs of interest to major demographic 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~~ Administrative 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.

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. 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.
13. Facilities – Work with City Staff to ensure effective building maintenance by promptly identifying and reporting problems with the physical building.

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. Library staff will also attend MCLS-Southern California Library Cooperative (SCLC) meetings and provide status reports and information to City representatives.

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 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 shown in this Exhibit (Exhibit B-3) 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, 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 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") when billing the City for reimbursement of Library Materials purchases.

E. Operating Budget and Charges

On or before the 1st 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 draft next Fiscal Year budget with LSSI on or before the 1st 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, 2010 not to exceed a 32% 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 for said items provided July 1, ~~2009-2010~~ through June 30, ~~2010~~2011.

Includes salaries, benefits, and overhead for LSSI employed on-site staff to operate the present library 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 and one half~~seven (6.57) Full Time Equivalents (FTE's) 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 Youth Services Librarian (Master's Degree Professional)
- One-half (.5) FTE Teen 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)

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.

In addition, the following option can be enacted by City to commence anytime on or after July 1, 2009-2010 and remain in effect and ongoing from time of enactment.

- Option 1 – at City’s written request, LSSI will provide an additional part-time 10 hours per week (.5-25 FTE) Reference Librarian (Master’s Degree Professional) increase in hours to the part-time .5 FTE Teen Librarian position.

Automation system support (SIRSI, Open Source, or other System) 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 SCLC 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-fiscal year of July 1, 2009-2010 through June 30, 2010 2011 the Moorpark City Library will close 5:00 p.m. on the following holidays if the library is normally scheduled to remain open until 8:00 p.m.: ~~Thursday, December 24; and Thursday, December 31~~ Third of July, Christmas Eve, and New Year’s Eve. In addition, the Moorpark City Library will be closed on the second (2nd) Friday of August for Staff development day/training day and City building and technology maintenance day.

LSSI will pursue to the best of its ability the status necessary in the State of California to fingerprint employees and volunteers that will work at the Moorpark City Library. Once LSSI has received the ability to fingerprint in California they agree to do so for all employees, as a condition of employment, and volunteers, aged 18 or older, working within the Moorpark City Library facility or for the Library in any capacity where they may be in a supervisory or influential role with minors as determined by the City and to pay the costs of said fingerprinting. LSSI agrees to follow the California Joint Powers Insurance Authority (CJPIA) policy entitled “Obtaining Criminal Record Information on Employees, Volunteers and Applicants – Exhibits B and C.”

In the interim, while LSSI works to secure the ability to fingerprint, the City of Moorpark agrees to fingerprint all current full-time LSSI employees that work within the Moorpark City Library. LSSI will reimburse City cost of the fingerprinting plus an additional 15% administrative fee.

LSSI agrees to comply with all State and Federal child labor laws for the employment of, or use of, minors as volunteers.

Fiscal Year 2010-2011 (July 1, 2010 – June 30, 2011)

Staffing Costs:..... \$362,552,404,684.00

Staffing Costs (with Option 1, \$3,511,800.50 per month)
..... \$404,684,262,290.00*

* These costs will be prorated based on a 12 month period if the option is enacted.

G. General Expenses: Office Supplies, Administrative Costs, and Programming Expenses:

General Expenses will remain at \$25,000 annually for Fiscal Year 2010-11. General Expenses Office Supplies include but are not limited to office supplies, 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. LSSI will purchase only new, un-refurbished, consumables for use with Moorpark City Library equipment.

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 summer reading club expenses and contracted individuals (performers or authors, etc) for events, 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 and occasional bilingual story time events; with guest story time presenters on occasion to provide variety for attendees.
- Monthly Family and/or Adult Focused programming and/or Family craft workshops incorporating holidays, occasions, or themes.
- 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. LSSI will plan and execute these events. Subsequently, LSSI will include detailed expense reports for reimbursement on monthly expense invoices and the City will pay expenses incurred for Summer Reading Club at an amount not to exceed \$4,000.
- Monthly Teen Project to span at least 10 weeks. Events and a Teen Summer Reading Program.
- Quarterly library related Adult and/or Family Events to be held at the Library, 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, Day in the Park, and other City sponsored events as well as community events such as Moorpark Country Days.
- Ongoing Community Outreach efforts.

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

TOTAL ANNUAL FIXED COSTS FYE 6/30/09-11 (6.57 FTE)

\$387,552.00

plus the potential cost associated if the staffing option is enacted.

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 procurement are included in the City of Moorpark Operating Budget for Fiscal Years ~~2009-10~~2010-11 and shall include sales tax, shipping, processing fees, and the Materials Handling Fee of five percent (5%) for collection purchases.

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 ~~2009-10~~2010-11. LSSI is authorized to expend funds for identified purposes as approved by Council within the City Budget. City staff will provide LSSI with the approved budget for automation maintenance, software, and licensing costs and collection procurement on or before July 1 of each year. If for any reason, LSSI expends money without prior written approval and authorization or expends funds which exceed the budgeted amount identified and approved for a particular expenditure, LSSI is responsible for those expenditures as incurred.

LSSI will bill the City of Moorpark for variable 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.

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 the next monthly City invoice for reimbursement at actual cost incurred:

- Sirsi-Dynix Automated System or other Automation System if a migration is approved by the City.

- Annual maintenance of all implemented components of Envisionware or other System if a migration is approved by the City.
- MCLS SCLC Membership and all related MCLS SCLC Service Costs
- OCLC Annual Costs
- Homework Help System Costs
- Library Elf Membership
- 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.