

**MOORPARK CITY COUNCIL
AGENDA REPORT**

TO: The Honorable City Council

FROM: Jennifer Mellon, Recreation/Community Services Manager 

DATE: May 6, 2016 (CC meeting of 6/15/16)

SUBJECT: Consider Agreement with Library Systems & Services, LLC (LS&S) for Provision of Services for Operation of the Moorpark City Library

SUMMARY

Staff is proposing to enter into a five year Agreement with LS&S to continue to provide library operations including staffing and general expense purchases. The library contract staff will continue to provide all library services including collection development and procurement, training, programming, and technology support for library proprietary software systems. LS&S staff costs and general expenses are budgeted within the Agreement. The collection development and technology budgets remain within the City's library budget and LS&S is given authorization to spend those budgeted funds and request reimbursement from City for actual costs.

BACKGROUND

On November 1, 2006, City Council authorized the City Manager to execute an Agreement with Library Systems & Services, LLC (LS&S) 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. In 2011, the City entered into another Agreement with LS&S for a five year term and the current Agreement expires on June 30, 2016. City Staff is proposing a new Agreement for consideration with a five year term.

Fiscal Year 2016-17 library revenue is estimated at \$933,000; of which an estimated \$875,000 is property tax allocated to the library. The City is anticipating tax revenue to remain flat or increase slightly throughout the term of the Agreement. Other annual Library revenue sources include fines and fees; investment earnings; a Moorpark Friends of the Library contribution; and copy/print charges. This revenue projection continues to be low due to decreased 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.

Estimated total operating costs for Fiscal Year 2016/17 in the Library General Fund Budget for the Moorpark City Library (including City staff salaries, contractual services, contractual staffing of 7.5 FTE, non-contract operating expenses, cost allocation, and facility maintenance costs) are estimated at approximately \$936,000.

DISCUSSION

Staff is proposing a revised LS&S Agreement for a five year term. Even with the five year term, the Agreement includes termination language that states the City can terminate without cause by giving LS&S six calendar months written notice. The Agreement also includes the standard default of consultant language and the procedures followed if City determines that LS&S is in default of performance, terms or conditions of the Agreement.

The revised Scope of Services includes staffing, reciprocal borrowing shuttle services, and day-to-day general expenses only (Exhibit B). LS&S 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.

The cost of the FY 2015-16 LS&S Agreement totaled \$500,429, which included staffing of 7.5 full time equivalent (FTE) positions (\$467,689); a partial year of reciprocal borrowing shuttle services (\$7,740); and general expenses (\$25,000). The proposed total contractual cost for FY 2016-17 with 7.5 FTE will increase slightly to \$510,904, with staffing costs (\$476,804); reciprocal borrowing (\$9,100); and general expenses (\$25,000). In years two through five of the Agreement the staffing costs and reciprocal borrowing shuttle service costs are proposed to increase 1.5% annually plus additional mandated minimum wage adjustments. General expense costs remain the same, budgeted at \$25,000 throughout the term; however, the City shall revisit these costs if LS&S provides justification for cost increases to general expenses.

Staff is requesting that the City Council approve the Agreement and give signature authority to the City Manager to sign the five (5) year agreement at a total cost of \$2,661,089 for Fiscal Years 2016-17 through 2020-21.

FISCAL IMPACT

If this Agreement is approved, the City will incur increases in staffing costs and reciprocal borrowing services of 1.5% annually for the term of the Agreement as well as the identified mandated minimum wage adjustments. Total cost increases throughout the five year term will be \$49,563.

STAFF RECOMMENDATION

Authorize the City Manager to sign the Agreement with Library Systems & Services, LLC (LS&S) for Operation of the Moorpark City Library which includes the Scope of Services and Compensation Plan for the term of the Agreement, subject to final language approval by the City Manager and City Attorney.

Attachment: Agreement

PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF MOORPARK AND LIBRARY SYSTEMS AND SERVICES, LLC (LS&S)
FOR OPERATION OF THE MOORPARK CITY LIBRARY

THIS AGREEMENT, made and effective as of this _____ day of _____ 2016, between the City of Moorpark, a municipal corporation ("City") and Library Systems & Services, LLC (LS&S), a Maryland limited liability company ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

WHEREAS, City has the need for library services including staffing and daily operations; and

WHEREAS, Consultant specializes in providing such services and has the proper work experience, certifications, and background to carry out the duties involved; and

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

1. TERM

The term of this Agreement shall be from July 1, 2016 to completion to June 30, 2017 in conformance with Exhibit B, unless this Agreement is terminated or suspended pursuant to this Agreement. City may extend the term of this Agreement, subject to Termination as stated in Section 6, on the same terms and conditions as in effect just before the then-current end of the term, for up to four (4) successive periods of one (1) year each by providing written notice to Consultant no later than 120 days before the then-current end of term. If all of these extensions are exercised, the Agreement will end on June 30, 2021.

2. SCOPE OF SERVICES

City does hereby retain Consultant, as an independent contractor, in a contractual capacity to provide services, as set forth in Exhibit B. In the event there is a conflict between the provisions of Exhibit B and this Agreement, the language contained in this Agreement shall take precedence.

Consultant shall perform the tasks described and set forth in Exhibit B. Consultant shall complete the tasks according to the schedule of performance which is also set forth in Exhibit B.

Compensation for the services to be performed by Consultant shall be in accordance with Exhibit B. Compensation shall not exceed the rates or total contract value of two million, six hundred seventeen thousand, six hundred eighty-nine dollars (\$2,617,689) as stated in Exhibit B, without a written Amendment to the Agreement executed by both parties. Payment by City to Consultant shall be in accordance with the provisions of this Agreement.

3. PERFORMANCE

Consultant shall at all times faithfully, competently and to the best of their ability, experience, standard of care, and talent, perform all tasks described herein. Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.

4. MANAGEMENT

The individual directly responsible for Consultant's overall performance of the Agreement provisions herein above set forth and to serve as principal liaison between City and Consultant shall be the LS&S Regional Manager, and no other individual may be substituted without the prior written approval of the City Manager.

The City's contact person in charge of administration of this Agreement, and to serve as principal liaison between Consultant and City, shall be the City Manager or the City Manager's designee.

5. PAYMENT

Taxpayer ID or Social Security numbers must be provided by Consultant on an IRS W-9 form before payments may be made by City to Consultant.

The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B. This amount shall not exceed two million, six hundred seventeen thousand, six hundred eighty-nine dollars (\$2,617,689) for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement, which are in addition to those set forth herein, unless such additional services and compensation are authorized, in advance, in a written amendment to this Agreement executed by both parties. The City Manager, if authorized by City Council, may approve additional work not to exceed ten percent (10%) of the amount of the Agreement.

Consultant shall invoice City prior to the fifteenth (15th) day of each calendar month for services to be provided in the subsequent month at the amount set forth in Exhibit B. Due to the nature of this Agreement and the willingness of the City to pay for services not yet rendered, payment by the City shall not constitute acceptance by City of Consultant's work performed or to be performed, and shall not preclude the City's rights to contest amount of payment. Unless disputed in writing, invoices shall be paid on Net 30 terms from date City receives the invoice. Balances remaining unpaid and undisputed ten (10) days after the "due date" or the last day of each calendar month shall bear interest at rate of one and one quarter percent (1.14%) per month until paid in full. Any expense or reimbursable cost appearing on any invoice shall be accompanied

by a receipt or other documentation subject to approval of the City Manager or the City Manager's designee. If the City disputes any of Consultant's fees or expenses, City shall give written notice to Consultant within thirty (30) days of receipt of any disputed fees set forth on the invoice.

6. TERMINATION OR SUSPENSION WITHOUT CAUSE

Either Party may terminate this Agreement with or without cause by giving the other Party six (6) calendar months written notice of termination. The City may at any time, for any reason, with or without cause, suspend, or terminate a portion or provision of this Agreement by serving upon the Consultant at least ten (10) days prior written notice. Upon receipt of said notice from City, the Consultant shall cease all work or a portion or provision of the Agreement scope of work, consistent with the timing of the suspension or termination specified in the notice. If the City suspends or terminates a portion or provision of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement.

In the event this Agreement is terminated or suspended pursuant to this Section, the City shall pay to Consultant the actual value of the work performed up to the time of termination or suspension, provided that the work performed is of value to the City. Upon termination or suspension of the Agreement pursuant to this Section, the Consultant will submit an invoice to the City pursuant to this Agreement.

Notwithstanding the other provisions of this Section 6, in the event of a force majeure event in the City, the City may immediately suspend this Agreement and subsequently terminate this Agreement by giving Consultant 30 days advanced written notice of the force majeure event and the termination of the Agreement. For purposes of this Agreement, the term "force majeure" is defined to mean the following: acts of God (including fire, flood, or earthquake), acts of enemies or hostile governmental action, terrorist attack in the City or a City fiscal emergency as declared by the City Council.

7. DEFAULT OF CONSULTANT

The Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate or suspend this Agreement immediately by written notice to the Consultant. If such failure by the Consultant to make progress in the performance of work hereunder arises out of causes beyond the Consultant's control, and without fault or negligence of the Consultant, it shall not be considered a default.

If the City Manager or his/her designee determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, he/she shall cause to be served upon the Consultant a written notice of the default. The Consultant shall have thirty (30) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant

fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

8. OWNERSHIP OF DOCUMENTS

Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or the City's designees at reasonable times to such books and records; shall give the City the right to examine and audit said books and records; shall permit City to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Notification of audit shall be provided at least thirty (30) days before any such audit is conducted. Such records, together with supporting documents, shall be maintained for a period of five (5) years after receipt of final payment.

Upon completion of, or in the event of termination or suspension without cause of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of the Consultant. With respect to computer files, Consultant shall make available to the City, at the Consultant's office and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

9. CONSULTANT'S BOOKS AND RECORDS

Where City has reason to believe that any of the documents or records required to be maintained by this section may be lost or discarded due to dissolution or termination of Consultant's business, City may, by written request, require that custody of such documents or records be given to a person or entity mutually agreed upon and that such documents and records thereafter be maintained by such person or entity at Consultant's expense. Access to such documents and records must be granted to City, as well as to its successors-in-interest and authorized representatives.

10. INDEMNIFICATION AND HOLD HARMLESS

Indemnity for professional liability: When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including legal counsels' fees and

costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or sub-consultants (or any agency or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement.

Indemnity for other than professional liability: Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsels' fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or agency for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant.

Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section from each and every sub-consultant, or any other person or entity involved by, for, with, or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required here, Consultant agrees to be fully responsible according to the terms of this Section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth here is binding on the successors, assigns, or heirs of Consultant and shall survive the termination of this Agreement or this Section.

City does not and shall not waive any rights that it may have against Consultant by reason of this Section, because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. The hold harmless and indemnification provisions shall apply regardless of whether or not said insurance policies are determined to be applicable to any losses, liabilities, damages, costs, and expenses described in this Section.

11. INSURANCE

Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit A attached hereto and incorporated herein by this reference as though set forth in full.

12. INDEPENDENT CONSULTANT

Consultant is and shall at all times remain as to the City a wholly independent Contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as

set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers or employees, or agents of the City except as set forth in this Agreement. Consultant shall not incur or have the power to incur any debt, obligation, or liability against City, or bind City in any manner.

No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

For City business purposes, position titles utilized by Consultant's employees shall be approved by the City Manager or the City Manager's designee. All correspondence and written documents prepared on behalf of the City, including but not limited to letters, memorandums, emails, forms, and permits, shall clearly identify Consultant's employees as contractors or consultants, to the satisfaction of the City Manager or the City Manager's designee. Additionally, Consultant shall provide its employees with business cards that clearly identify LS&S by printing the LS&S official logo on the business cards to the satisfaction of the City Manager or the City Manager's designee. Consultant shall also provide its employees with metal name badges that include the employee's name, title, Moorpark City Library, and the official LS&S logo, to the satisfaction of the City Manager or the City Manager's designee. The name badge shall be worn at all times while conducting the business of the City of Moorpark pursuant to this Agreement.

13. LEGAL RESPONSIBILITIES

The Consultant shall keep itself informed of local, state, and federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations, including but not limited to the Americans with Disabilities Act and Occupational Safety and Health Administration laws and regulations. The Consultant shall comply with and sign Exhibit B, the Scope of Work Requirement for Professional Services Agreements Compliance with California Government Code Section 7550, when applicable. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section.

14. ANTI DISCRIMINATION

Neither the Consultant, nor any sub-consultant under the Consultant, shall discriminate in employment of persons upon the work because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or gender of such person, except as provided in Section 12940 of the Government Code. The Consultant shall have responsibility for compliance with this Section [Labor Code Section 1735].

15. UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the City in connection with the award, terms, or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City will receive compensation, directly or indirectly from Consultant, or any officer, employee, or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

16. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

No member, officer, or employee of the City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Services during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Services performed under this Agreement.

17. CONFLICT OF INTEREST

The Contractor covenants and agrees that if Contractor and/or its subcontractors intends to provide service or enter into any contract with any developer(s) and/or public agency(ies) owning property and/or processing an entitlement application for property in the City or its Area of Interest, during the Term of this Agreement, Contractor shall immediately notify the City, in writing, informing the City of the nature of the contract, prior to commencing with any work or entering into such contract. The City Manager shall determine whether potential conflict of interest exists and will assign any work related to the conflict to an alternate contractor.

18. NOTICE

Any notice to be given pursuant to this Agreement shall be in writing, and all such notices and any other document to be delivered shall be delivered by personal service or by deposit in the United States mail, certified or registered, return receipt requested, with postage prepaid, and addressed to the party for whom intended as follows:

To: City of Moorpark

799 Moorpark Avenue
Moorpark, California 93021
Attn: City Manager
Tel: 805-517-6200
Fax: 805-532-2205

To: Library Systems & Services, LLC
2600 Tower Oaks Blvd. Suite 510
Rockville, Maryland 20852
Attn: Paul Colangelo, President
Tel: 301-540-5100
Fax: 301-540-5522

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 above specified. Notices, payments and other documents shall be deemed delivered upon receipt by personal service or as of the third (3rd) day after deposit in the United States mail.

19. CHANGE IN NAME

Should a change be contemplated in the name or nature of the Consultant's legal entity, the Consultant shall first notify the City in order that proper steps may be taken to have the change reflected in the Agreement documents.

20. ASSIGNMENT

Neither party shall assign this Agreement or any of the rights, duties, or obligations hereunder. It is understood and acknowledged by the parties that each party is uniquely qualified to perform the services provided for in this Agreement.

21. LICENSES

At all times during the term of this Agreement, each party shall have in full force and effect, all licenses required of it by law for the performance of the services in this Agreement.

22. VENUE AND GOVERNING LAW

This Agreement is made, entered into, and executed in Ventura County, California, and any action filed in any court or for arbitration for the interpretation, enforcement or other action of the terms, conditions, or covenants referred to herein shall be filed in the applicable court in Ventura County, California. The City and Consultant understand and agree that the laws of the state of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement.

23. COST RECOVERY

In the event any action, suit or proceeding is brought for the enforcement of, or the declaration of any right or obligation pursuant to this Agreement or as a result of any alleged breach of any provision of this Agreement, the prevailing party shall be entitled to recover its costs and expenses, including reasonable attorneys' fees, from the losing party, and any judgment or decree rendered in such a proceeding shall include an award thereof.

24. ARBITRATION

Cases involving a dispute between City and Consultant may be decided by an arbitrator if both sides agree in writing, with costs proportional to the judgment of the arbitrator.

25. ENTIRE AGREEMENT

This Agreement and the Exhibits attached hereto contain the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

26. CAPTIONS OR HEADINGS

The captions and headings of the various Articles, Paragraphs, and Exhibits of this Agreement are for convenience and identification only and shall not be deemed to limit or define the content of the respective Articles, Paragraphs, and Exhibits hereof.

27. AMENDMENTS

Any amendment, modification, or variation from the terms of this Agreement shall be in writing and shall be effective only upon approval by both parties to this Agreement.

28. PRECEDENCE

In the event of conflict, the requirements of the City's Request for Proposal, if any, and this Agreement shall take precedence over those contained in the Consultant's Proposal.

29. INTERPRETATION OF AGREEMENT

Should interpretation of this Agreement, or any portion thereof, be necessary, it is deemed that this Agreement was prepared by the parties jointly and equally, and shall

not be interpreted against either party on the ground that the party prepared the Agreement or caused it to be prepared.

30. WAIVER

No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding unless executed in writing by the party making the waiver.

31. AUTHORITY TO EXECUTE

The person or persons executing this Agreement on behalf of the Consultant warrants and represents that he/she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF MOORPARK

LIBRARY SYSTEMS & SERVICES, LLC

By: _____

By: _____

Steven Kueny, City Manager

Paul Colangelo, President

Attest:

Maureen Benson, City Clerk

Exhibit A

INSURANCE REQUIREMENTS

Prior to the beginning of and throughout the duration of Work, Consultant will maintain insurance in conformance with the requirements set forth below. Consultant will use existing coverage to comply with these requirements. If that existing coverage does not meet requirements set forth here, Consultant agrees to amend, supplement, or endorse the existing coverage to do so. Consultant acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to the City in excess of the limits and coverage required in this Agreement and which is applicable to a given loss, will be available to the City.

Consultant shall provide the following types and amounts of insurance:

Commercial General Liability Insurance using Insurance Services Office (ISO) "Commercial General Liability" policy form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits are subject to review but in no event less than \$1,000,000 per occurrence for all covered losses and no less than \$2,000,000 general aggregate.

Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits are subject to review, but in no event to be less than \$1,000,000 per accident. If Consultant owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Consultant or Consultant's employees will use personal autos in any way on this project, Consultant shall provide evidence of personal auto liability for each such person.

Workers' Compensation on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident or disease.

Consultant shall procure and maintain Sexual Abuse/Molestation Liability coverage with limits of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate. Coverage may be provided as part of Commercial General Liability or as a separate policy.

Excess or Umbrella Liability Insurance (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. Policy shall contain a provision obligating insurer at the time insured's liability is determined, not requiring actual payment by the insured first. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to the City for injury to

employees of Consultant, sub-consultants, or others involved in the Work. The scope of coverage provided is subject to approval by the City following receipt of proof of insurance as required herein. Limits are subject to review but in no event less than \$10,000,000 aggregate.

Insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the State of California and with an A.M. Bests rating of A- or better and a minimum financial size of VII.

Consultant and the City agree to the following with respect to insurance provided by Consultant:

1. Consultant agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds the City, its officials, employees, and agents, using standard ISO endorsement CG 2010 with an edition prior to 1992. Consultant also agrees to require all contractors and subcontractors to do likewise.
2. No liability insurance coverage provided to comply with this Agreement shall prohibit Consultant, or Consultant's employees, or agents, from waiving the right to subrogation prior to a loss. Consultant agrees to waive subrogation rights against the City regardless of the applicability of any insurance proceeds, and to require all contractors and subcontractors to do likewise.
3. All insurance coverage and limits provided by Contractor and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operation limits the application of such insurance coverage.
4. None of the coverages required herein will be in compliance with these requirements if they include limiting endorsement of any kind that has not been first submitted to the City and approved in writing.
5. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any contractor or subcontractor.
6. All coverage types and limits required are subject to approval, modification, and additional requirements by the City, as the need arises. Consultant shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect the City's protection without the City's prior written consent.
7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to Consultant's general liability policy, shall be delivered to city at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled or

reduced at any time and no replacement coverage is provided, the City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other Agreement and to pay the premium. Any premium so paid by the City shall be charged to and promptly paid by Consultant or deducted from sums due Consultant, at the City's option.

8. Certificate(s) are to reflect that the insurer will provide thirty (30) days notice to the City of any cancellation or reduction of coverage. Consultant agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation or reduction of coverage imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate.
9. It is acknowledged by the parties of this Agreement that all insurance coverage required to be provided by Consultant or any subcontractor, is intended to apply first and on a primary, non-contributing basis in relation to any other insurance or self-insurance available to the City.
10. Consultant agrees to ensure that subcontractors, and any other party involved with the Work who is brought onto or involved in the Work by Consultant, provide the same minimum insurance required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with subcontractors and others engaged in the Work will be submitted to the City for review.
11. Consultant agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any contractor, subcontractor, Architect, Engineer, or other entity or person in any way involved in the performance of Work contemplated by this Agreement to self-insure its obligations to the City. If Consultant's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the City. At that time, the City shall review options with the Consultant, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.
12. The City reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City will negotiate additional compensation proportional to the increased benefit to the City.
13. For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.

14. Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with an insurance requirement in no way imposes any additional obligations to the City nor does it waive any rights hereunder in this or any other regard.
15. Consultant will renew the required coverage annually as long as the City, or its employees or agents face an exposure from operations of any type pursuant to this Agreement. This obligation applies whether or not the Agreement is canceled or terminated for any reason. Termination of this obligation is not effective until the City executes a written statement to that effect.
16. Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Consultant's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to the City within five days of the expiration of coverage.
17. The provisions of any Workers' Compensation or similar act will not limit the obligations of Consultant under this Agreement. Consultant expressly agrees not to use any statutory immunity defenses under such laws with respect to the City, its employees, officials and agents.
18. Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits, or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.
19. These insurance requirements are intended to be separate and distinct from any other provision in this Agreement and are intended by the parties here to be interpreted as such.
20. The requirements in this section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts or impairs the provisions of this section.
21. Consultant agrees to be responsible for ensuring that no contract used by any party involved in any way with the Work reserves the right to charge the City or Consultant for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to the City. It is not the intent of the City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against the City for payment of premiums or other amounts with respect thereto.

22. Consultant agrees to provide immediate notice to City of any claim or loss against Consultant arising out of the work performed under this Agreement. The City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve the City.

EXHIBIT B

SCOPE OF SERVICES AND COMPENSATION Fiscal Years 2016-2017 through 2020-2021

LS&S 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.

LS&S shall provide, by and through its own employees ("LS&S Staff"), all labor for the operation of the Library. The cost of the LS&S Staff shall be paid by LS&S and is included in the Operating Budget (as defined below). LS&S 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. LS&S will provide the appropriate staffing levels, of no less than seven and one half (7.5) FTE's, to keep the Library open to the public at fifty-eight (58) hours per week.

Monday through Thursday: 10:00 a.m. to 8:00 p.m.

Friday and Saturday: 10:00 a.m. - 5:00 p.m.

Sunday: 1:00 p.m. - 5:00 p.m.

LS&S will develop a long-range plan for the City upon City's request 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. The Parties agree the Plan will take approximately six (6) months to develop.

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 patrons served by the Library.

A. Included Services

The tasks that LS&S will undertake within this Agreement include:

1. **General - Under the general direction of the City Manager or City Manager's designee, administer all aspects of the day-to-day operations of the Library, in accordance with generally accepted practices and principles of the public library profession. Periodically review program development, collections, and community development involvement activities, ensuring that programming, services, and collections are in line with community needs. Comply with all California laws and regulations pertaining to public library services, including, but not limited to, the California Library Services Act. Represent the City at relevant library meetings, including the annual California Library Association State Librarians' meeting.**

2. **Community Relations:**
 - a. **Develop and maintain effective working relationships with, but not limited to, City staff, elected officials, the Library Board, other library agency representatives, local schools and colleges, community groups such as the Friends of the Library, and the general public.**

 - b. **Develop a marketing plan to promote all Library services to the residents of the City, and implement such plan subject to approval of the plan by City. Effectively disseminate information, and promote use of the Library, resources, and services.**

 - c. **Work cooperatively with Library support groups to coordinate library advocacy and marketing efforts.**

 - d. **Attend City Council meetings when requested to attend by City.**

3. **Meetings:**
 - a. **In addition to meeting with City staff, LS&S agrees to attend the meeting of the Moorpark City Library Board of Trustees as well as City Council meeting when matters of the Library will be discussed and staff determines that LS&S's presence is necessary.**

 - b. **LS&S will be present at stakeholder and any formal Library advisory group meetings as established by the Council when determined necessary by the City.**

 - c. **Library staff will also attend SCLC/OCLC and other library association meetings and provide status reports and information to City representatives.**

4. Fiscal Responsibility:

- a. Maintain responsibility for administration of the overall Library budget, of which the contracted services are a part.
- 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 and account for all fines and fees, and remit same to City. All revenues resulting from library operations and programs will belong to the City.
- d. Prepare annual operating and capital budget requests for City approval.
- e. Provide annual financial statements that detail the costs associated with the operations of the Library.
- f. Develop and maintain effective and efficient financial procedures.
- g. Review all aspects of Library operation and service for efficiency and cost-effectiveness, making recommendations to City for approval and implementation.
- h. Provide the City with annual audited financial statements of the Company to demonstrate fiscal soundness.
- i. Explore supplemental Library funding opportunities, and apply for those which meet the Library's objectives, including but not limited to application and administration services for Federal E-Rate funding.
- j. Make recommendations to the City on fine and fee schedules, and investigate and recommend supplemental revenue sources.
- k. Seek and recommend grant opportunities for the Library for consideration and approval by the City. Approval from the City must be received prior to submittal of a grant application.

5. Management and Reporting:

- a. Prepare and provide an annual report by the last day in February for the previous calendar year, describing Library activities undertaken in the

calendar year as well as recommending changes in policies, 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 Library quarterly and year to date for all items within this Agreement.

c. Prepare and provide quarterly reports to the City describing Library activities and recommending changes in policies, and operations as appropriate.

d. 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.

e. City Librarian or LS&S Corporate staff shall provide City with notice whenever staff begin or end employment with LS&S to be stationed at the Moorpark City Library so City can collect/distribute keys and equipment as well as enable/disable computer accounts and security codes. City Librarian shall maintain a checklist that is to be completed whenever staff are hired or shall no longer work at the Moorpark City Library.

f. Follow and provide any necessary documents pertaining to delinquent library patron accounts to the City or other City designated and approved agency.

g. Provide a list 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. A comprehensive list of materials is available in the Integrated Library System database and is available if requested by City.

h. Upon request, LS&S's City Librarian will provide reports to the City Manager or City Manager's designee. The City Librarian shall also serve as Library staff liaison to any Library Board, Friends of the Library, and/or any other Library support groups.

i. Manage the Moorpark City Library Volunteer program.

j. 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 LS&S.

k. Upon request, LS&S and the City Librarian shall provide a copy of any official Moorpark Library file, either paper or electronic, to the City Manager's designee, with the exception of internal LS&S correspondence. All public records shall be maintained for the minimum time period required by the City's records retention schedule and state law, and no City records shall be destroyed without approval of the City Clerk and City Attorney. All press releases or publicity for events shall be given to the City Manager or City Manager's Designee for review, comment, and approval at least forty-eight (48) hours prior to being submitted to the media, posted on the website or advertised to the public in any way.

6. Planning and Performance Monitoring:

a. Establish short-term and long-term goals and objectives, to be approved by the City, reflecting a course of action that continually improves Library service and administrative procedures and policies that meet the changing requirements of the Library.

b. Provide core Public Library performance measurements and compile monthly, quarterly, and annual reports to the City regarding the same. California State Public Library Statistics will be the minimum reported benchmark requirements.

7. Staff Development and Coaching:

a. Staff training and development is the responsibility of LS&S. LS&S shall agree that their professional staff be appropriately trained to ensure their continuing education requirements for professional library staff are maintained.

b. LS&S will provide support, orientation, training and professional development of all Library Staff.

c. LS&S will provide leadership and guidance to maximize Library Staff effectiveness in Library operations.

d. LS&S will provide harassment, discrimination, and retaliation training to all supervising employees at a minimum of every two years, with the initial training to take place within ninety (90) days of the effective date of this Agreement for current supervising employees, and within ninety (90) days of new assignments for future incoming supervising employees.

8. **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.
9. **Materials and Collection - Review the Collection Development Plan on a regular basis to ensure it continues to reflect community needs. Recommendations for any Plan updates will be made with deference to local input with final decisions on any updates made by the City. Provide high quality materials on a wide variety of subjects in varied formats for the community, according to established Collection Development Plans. Final decisions on collection development policies shall be with the City.**
10. **Interlibrary Loan Program - Recommend interlibrary loan arrangements to the City and, upon approval from the City, work to secure such interlibrary loan arrangements.**
11. **Inland Library Network - Maintain the Moorpark City Library in the Inland Library Network (ILN) to provide reciprocal borrowing and delivery services and a copy of Moorpark City Library bibliographic and patron records for the ILN servers.**

Maintain a delivery system van service that operates between the Santa Clarita Public Library and the Moorpark City Library Monday through Friday of each week.
12. **All programs currently in place will continue and be analyzed with recommendations provided for the long range plan documents and information on new program additions will be provided, in writing, to the City Manager of City Manager's designee.--Programming - Provide high quality, effective educational, recreational and cultural programs of interest to major demographic groups present in the community. Examine current programming and recommend changes as necessary. Any new major program additions will be provided, in writing, to the City Manager of City Manager's designee.**
13. **Outreach - Conduct visits to school classrooms, community groups, service clubs and other local organizations and generate ongoing publicity about Library programs services.**

14. Information Technology - Recommend plans to procure, install, and support sufficient hardware, software, network, telecommunications and other resources necessary to support the Library's mission.
15. Automation Support:
 - a. Provide maintenance support for library computer software associated with the Integrated Library System (ILS) and proprietary library systems and ensure that those systems operate effectively.
 - b. Be responsible for acquisition and maintenance of any servers and related hardware required for proposed ILS system and library proprietary systems.
 - c. Advise the City as to recommendations in the area of automation that would enhance service and/or decrease overall operating costs.
 - d. The City will provide, and when necessary, replace all software, hardware and related peripherals, for both the use by Library staff and for the service of the general public and will provide day-to-day maintenance and servicing of said software, hardware, and related peripherals. The City will provide, maintain and service computer networks and the telephone system/network and equipment.
16. 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, LS&S agrees to attend the meetings of the Moorpark City Library Board of Trustees as well as City Council meetings when matters of the Library will be discussed and staff determines that LS&S's presence is necessary. LS&S 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 SCLC meetings and provide status reports and information to City representatives.

B. Excluded Services

LS&S 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 LS&S for its benefit shall be approved by the City and paid for by LS&S.
- B. Any amount of costs for unbudgeted repairs, maintenance and/or upkeep of Capital Items owned by the City.

- C. Any patron accommodations regarding the Library facilities required by the Americans with Disabilities Act (ADA) or any similar federal, state or local regulations. The exception being LS&S staff maintaining ADA accessibility within the library or alerting the City of non-accessibility when unable to properly maintain accessibility.

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

LS&S 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 LS&S on behalf of the City shall at all times reside in the City. If LS&S furnishes any goods to the City pursuant to this provision, LS&S 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 LS&S to procure with approval by the City prior to purchase.

LS&S warrants that it will perform the Scope of Services shown in this Exhibit (Exhibit B) with at least the care, diligence and expertise generally accepted in the library service industry. If LS&S fails to perform the services shown to the satisfaction of the City, the City will notify LS&S. If LS&S continues to fail to perform to the City's satisfaction, LS&S and the City agree to meet and discuss solutions. There are no other warranties, express or implied, including warranties of merchantability or fitness for particular purpose.

D. Library Materials and Materials Handling Fee

On behalf and for the benefit of the City, LS&S 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, e-publications, electronic database subscriptions, standing orders, audio and video materials and cases, automated reference services, binding, cataloging and processing costs (collectively, "Library Materials").

The responsibility for adopting Library collection development policies will remain with the City, and all Library Materials selections, in cooperation with the City, will be the responsibility of LS&S. LS&S 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, LS&S 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 ordered.

The collection development budget within the Agreement Term which is inclusive of Library Materials, sales tax, shipping, processing fees, and the LS&S Materials

Handling Fee on all collection resources purchased or licensed for the Library is budgeted within the City's Library Operating Budget and LS&S is responsible for management of collection procurement not to exceed the allocated Library Operating Budget for collection procurement.

E. Operating Budget and Charges

On or before the first (1st) of February of each calendar year that this Agreement is in effect LS&S 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 LS&S and approve the draft next Fiscal Year budget with LS&S on or before the first (1st) of March pending final approval by City Council.

At least six (6) months prior to end of the five (5) year term to which the amount of charges have been agreed upon, the parties shall begin to negotiate in good faith the amount of charges that will apply to the next term, if any. If the parties have not reached such agreement three (3) months before the end of such term, then the charges for the next twelve (12) month period, or such fewer number of months remaining until the expiration or termination of this Agreement, 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 Consumer Price Index (CPI) cost-of-living escalator based on the change, if any, CPI for Los Angeles - Riverside - Orange County over the latest twelve (12) month period.

F. Staffing and Key Personnel

The City and LS&S agree to the following breakdown of staffing services and charges for said items provided within this Agreement.

Includes salaries, benefits, and overhead for LS&S employed on-site staff to operate the present Library facility located at 699 Moorpark Avenue, Moorpark, California for fifty-eight (58) hours per week, seven (7) days of service per week, including four (4) hours on Sunday afternoons (less approved holidays). This staff will consist of no less than the equivalent of seven and one-half (7.5) Full Time Equivalents (FTE's). At all times the Library is open to the public, no less than two (2) employees will be scheduled. LS&S 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 (primary focus is 18 months of age through grade 5) (Master's Degree Professional)
- One (1) full-time Young Adult Librarian (primary focus is grades 6 through 12) (Master's Degree Professional)
- One (1) full-time Library Technician or Supervisor (evening shift, staff level)
- Three and one-half (3.5) FTE Library Support Staff (including Library Associates & Pages).

All personnel employed to perform the services necessary to operate the Library and to perform the other functions of LS&S will be employees of LS&S and LS&S will pay all costs related to their employment. From time to time, actual staffing levels may fluctuate due to normal turnover and attrition. LS&S agrees it will make a good faith effort to recruit and select qualified employees to fill vacancies within a reasonable period of time in order to maintain appropriate staffing levels. If a vacancy of a professional position designated above occurs, LS&S 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 order to more effectively meet the evolving service needs of the community, from time to time, LS&S may create or abolish positions, combine positions, reclassify positions, or modify the organization structure of the Library Staff with prior written approval from the City.

Automation system support (the Integrated Library System (ILS)) as well as management and administrative support of all library proprietary software systems will be provided without additional charge on an as needed basis. Maintenance of the ILS and library proprietary software systems will be scheduled and completed on a regular basis.

The Library will follow the published 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. The 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.: Third of July, Thanksgiving Eve, Christmas Eve, and New Year's Eve. In addition, the Library will be closed one mutually agreed upon day each year for staff development day/training day and City building and technology maintenance day.

LS&S agrees to conduct background check, including check for criminal and sex offender history, for all employees working within the Library facilities or for the Library in any capacity as part of its Library Staff. LS&S will comply with established City processes and protocols for Library volunteers, including any required background checks. Per the LS&S handbook: current employees of LS&S must notify their supervisor within five (5) days of a conviction or guilty plea to a criminal violation. Once informed, supervisors shall immediately notify Human Resources of any such conviction or guilty plea. Failure to report a conviction or guilty plea is grounds for discipline, up to and including, termination of employment. LS&S shall not use an employee or volunteer who fails to receive a satisfactory fingerprint or criminal history report (e.g., a fingerprint or criminal history report showing conviction of certain criminal offenses that would make it illegal for such individuals to have direct supervisory or disciplinary authority over minors) in the service of this Agreement.

LS&S will pursue to the best of its ability the status necessary in the State of California with the Department of Justice (DOJ) to fingerprint employees and volunteers that will work at the Library. Once LS&S 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 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. LS&S also agrees to follow the City of Moorpark Fingerprinting Resolution criteria once fingerprinting their potential employees and volunteers. Upon execution of this Agreement, LS&S will draft a letter to the DOJ requesting the ability to Livescan fingerprint and submit it to the DOJ before with a copy to City. In turn, City shall submit a letter to the DOJ requesting that LS&S be allowed clearance to fingerprint employees of the Library due to employees of the library performing recreational duties with children. If the DOJ request is denied, LS&S will continue to submit letters on an annual basis throughout the term of this agreement that request the permission through the DOJ to Livescan their employees working in public library settings.

LS&S Understands and agrees to provide written acknowledgement from each employee providing library services for the City that the employee has read and agrees to comply with the City Council adopted Policy against Harassment, Discrimination, and Retaliation , as it may be amended from time to time.

The use of City supplied computer equipment and software as well as internet and e-mail use requires the appropriate, efficient, ethical, and legal utilization of City computer hardware and network resources. The use of computer hardware and network resources must support the City's objective and be consistent with the City's mission. Users must abide by the City's policies, administrative directives, procedures, rules, regulations and guidelines. If a user violates any of the City provisions, his/her access to the computer network and the use of computer equipment may be denied. The City reserves the right to disallow any LS&S employee who violates any of the City provisions to provide Library services under this Agreement.

LS&S understands and agrees to provide written acknowledgement from each employee providing Library services for the City that the employee has read and agrees to comply with the City Manager adopted procedure concerning the Appropriate Use of City Computer and Related Equipment and Acceptable Internet and E-mail Use on City's Computers, as may be amended from time to time.

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

Compensation for the term of the Agreement is outlined in the following table:

Compensation Schedule

Period	Staffing	Mandated Minimum Wage Adjustment*	Reciprocal Borrowing Services	Misc. Expenses	Total	Monthly
Current Term: July 1, 2015 - June 30, 2016	\$ 467,689	N/A	\$ 7,740	\$ 25,000	\$ 500,429	\$ 41,702
July 1, 2016 - June 30, 2017	\$ 474,704	\$ 2,100	\$ 9,100	\$ 25,000	\$ 510,904	\$ 42,575
July 1, 2017 - June 30, 2018	\$ 481,825	\$ 6,800	\$ 9,237	\$ 25,000	\$ 522,861	\$ 43,572
July 1, 2018 - June 30, 2019	\$ 489,052	\$ 11,500	\$ 9,375	\$ 25,000	\$ 534,927	\$ 44,577
July 1, 2019 - June 30, 2020	\$ 496,388	\$ 11,500	\$ 9,516	\$ 25,000	\$ 542,404	\$ 45,200
July 1, 2020 - June 30, 2021	\$ 503,834	\$ 11,500	\$ 9,658	\$ 25,000	\$ 549,992	\$ 45,833

The State of California has instituted minimum wage increases to begin in 2016 at \$10.00 per hour and to continue until 2022 as follows:

State Name	2016	2017	2018	2019	2020	2021	2022 ^
California	\$10.00	\$10.50	\$11.00	\$12.00	\$13.00	\$14.00	\$15.00

With these mandatory minimum wage increases, LS&S is requesting inclusion of the above staffing cost adjustments with the following methodology.

As minimum wage increases are phased in, additional employees are impacted at different stages of implementation.

The LS&S funding required to bring minimum wage levels from \$10.00 to \$10.50 for one year is \$4,200. The six month cost from January 1 through Jun 30, 2017 will total \$2,100.

The LS&S funding required to bring minimum wage levels from \$10.50 to \$11.00 for one year is calculated at \$9,400. For year two, the adjustment for the first six months is calculated at the \$10.50 rate and the second six months at \$11.00 rate for a total of \$6,800.

The LS&S funding required to increase minimum wage levels by \$1.00 increments from \$11.00 to \$15 will cost \$11,500 per year for the current staffing levels within this Agreement.

City and Contractor shall review Materials and Technology budgets annually as part of the budgetary process. Approved expenditure amounts shall be included within the City of Moorpark Library Services Budget as outlined below.

G. General Expenses

General Expenses 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, etcetera as approved by City; and programming expenses including, but not limited to, all expenses (excluding contracted performers, authors, etcetera which are included in the City's Library budget) associated to programming identified within this Agreement. LS&S will purchase only new, un-refurbished consumables for use with Library equipment. If for any reason, LS&S expends money without prior written approval and authorization or expends funds which exceed the budgeted amount identified and approved for a particular expenditure, LS&S is responsible for those expenditures as incurred.

H. Programming

During the Agreement term, LS&S 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, etcetera) for events as pre-approved by City, with funds identified in Section F of this Agreement. The City and LS&S 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 such as book clubs, seminars, etcetera 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. LS&S will plan and execute these events.
- Monthly Teen Events and a Teen Summer Reading Program.
- LS&S shall include detailed expense reports for reimbursement as needed, and the City shall pay expenses incurred for Summer Reading Clubs at an amount not to exceed a mutually agreed upon budget.
- 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.

- Upon prior approval and authorization of expenditures by City, LS&S shall include detailed expense reports for reimbursement as needed for 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, and the City shall pay expenses incurred at an amount not to exceed a mutually agreed upon budget.
- 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 including use of Social Media and other web based outreach as well as face to face community outreach.

I. 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 throughout the Term of this Agreement 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 LS&S by the City which covers Automation Maintenance, Software and Licensing costs as well as Collection Procurement identified to take place during each Fiscal Year during the Term of this Agreement. LS&S is authorized to expend funds for identified purposes as approved by Council within the City Budget. City staff will provide LS&S with the approved budget for automation maintenance, software, and licensing costs and collection procurement on or before July first (1st) of each year. If for any reason, LS&S expends money without prior written approval and authorization or expends funds which exceed the budgeted amount identified and approved for a particular expenditure, LS&S is responsible for those expenditures as incurred. LS&S will bill the City for variable costs breaking out each category - Automation Maintenance, Software, and Licensing Costs; and Collection Procurement on the invoices with detailed expenditure descriptions and backing documentation 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 LS&S as invoiced by vendors at a not-to-exceed amount identified within the City of Moorpark's Library Budget and agreed upon by LS&S as part of the annual budgeting process. LS&S will subsequently include the items on the next monthly City invoice for reimbursement at actual cost incurred:

- ILS approved by the City
- Annual maintenance of all implemented components of Envisionware or other System for Computer Reservations and Filtering approved by the City
- Any filtering solution appropriate to be run with library proprietary software

- SCLC Membership and all related SCLC Service Costs
- OCLC Annual Costs
- Homework Help System Costs
- Barcodes
- Patron Cards
- Electronic Resources

All technology hardware will be budgeted by and purchased by the City, maintained by the City, and invoices paid by the City. Hardware used by LS&S for hosting of the Integrated Library System (ILS) or for storage of library proprietary data gathered by library the ILS are the sole responsibility of LS&S and shall be maintained by LS&S under the terms of this Agreement.

Collection Development

Costs for collection development over this Agreement period, including sales tax, shipping, processing fees, and the LS&S handling fee charge of five percent (5%) on all collection resources purchased or licensed for the library are budgeted in the City's budget. LS&S 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 five percent (5%) handling fee including, details of purchases must be included with LS&S invoices, at an amount not-to-exceed the City budgeted amount for collection procurement. If for any reason, LS&S expends money without prior written approval and authorization or expends funds which exceed the budgeted amount identified and approved for a particular expenditure, LS&S is responsible for those expenditures as incurred.