

## **FIRST AMENDED AND RESTATED LIBRARY SERVICES AGREEMENT**

This **FIRST AMENDED AND RESTATED LIBRARY SERVICES AGREEMENT** ("Agreement") is made as of the \_\_\_\_ day of \_\_\_\_\_, 2013, between **LIBRARY SYSTEMS & SERVICES, LLC**, a Maryland limited liability company with a mailing address at 12850 Middlebrook Road, Suite 400, Germantown, Maryland 20874, Attention: Ronald A. Dubberly, CEO, an e-mail address at Ron.Dubberly@lssi.com and a fax number of 301-540-5522 ("LSSI"); and **CITY OF FARMERS BRANCH, TEXAS**, a Texas home rule municipality, with a mailing address at 13000 William Dodson Parkway, Farmers Branch, Texas 75234, Attention: City Manager, an e-mail address at gary.greer@farmersbranch.info and a fax number of 972-247-5939 ("City"). LSSI and City are each sometimes referred to herein as a "Party" and collectively, the "Parties".

### **RECITALS**

**WHEREAS**, the Parties are signatories to that certain *Library Services Agreement* dated December 8, 2010, and effective January 1, 2011, ("the Original Agreement") regarding professional services to be provided by LSSI to City relating to the maintenance and operation of the Library (as defined below); and

**WHEREAS**, the Initial Term of the Original Agreement ends on December 31, 2013; and

**WHEREAS**, the Parties desire to enter into this Agreement for the purpose of restating their agreement to various provisions of the Original Agreement, extending the term of the Original Agreement, and making certain amendments to the Original Agreement;

NOW, THEREFORE, for and in consideration of the promises, covenants, and conditions set forth herein, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

#### **1. Services and Warranty.**

(a) *Services.* During the Term of this Agreement, LSSI will provide the labor and management services described on Schedule A (collectively, "Services").

(b) *Warranty on Services.* LSSI warrants that it will perform the Services with at least the care, diligence and expertise generally accepted in the operation of public libraries of similar sized collection and material circulation in the Dallas/Fort Worth Metroplex.

(c) *Provision of and Warranty on Goods.* LSSI may purchase goods for use in the management and operation of the Farmers Branch Manske Library ("Library"). At LSSI's sole discretion, LSSI may select sources of goods, which may include affiliates of LSSI. Title to all items purchased by LSSI shall at all times reside in City. If LSSI furnishes any goods to City, LSSI will use good faith efforts to extend the manufacturer's warranty, if any, to City. **There are no other warranties, express or implied, including warranties of merchantability or fitness for particular purpose.**

(d) *Response to Request for Proposal.* On or about October 8, 2010, LSSI delivered to City that certain *LSSI Proposal for Operation and Administration of the Farmers Branch Manske Library* ("the Proposal"), the contents of which are incorporated herein by reference and shall constitute additional provisions to this Agreement. In the event of any conflict between the warranties, representations, and obligations of LSSI set forth in the

Proposal and contained in this Agreement, the warranty, representation, or obligation most favorable to City shall apply.

**2. *Term and Termination.***

(a) *Term.* The term of this Agreement shall commence on January 1, 2011, (“Effective Date”), and continue in force until December 31, 2016 (“Expiration Date”), unless extended or terminated earlier in accordance with this Section 2.

(b) *Termination for Convenience.* Either Party may terminate this Agreement without cause by giving the other Party not less than ninety (90) days written notice prior to the proposed date of termination.

(c) *Termination for Default.* If either Party breaches any material provision of this Agreement and fails to correct the breach on or before the thirtieth (30<sup>th</sup>) day after receiving written notice specifying the breach (or, if the breach cannot be corrected before the end of the thirtieth (30<sup>th</sup>) day, fails to progress diligently towards correction), then the other Party may terminate this Agreement by giving written notice to the breaching Party, except that LSSI shall have the right to terminate this Agreement if City fails to pay any amount due LSSI and such failure continues for thirty (30) days after written notice thereof.

(d) *Renewal.* Subject to the termination provisions in accordance with this Section 2, this Agreement shall automatically renew and the Expiration Date extended for successive renewal periods of one (1) year each after the Term, unless written notice of intent to not renew is given not later than ninety (90) days prior to the then current Expiration Date, as extended.

**3. *Price and Payment.***

(a) *Price.* LSSI shall perform the Services for the Charges (exclusive of any current or future sales or use taxes charged to LSSI for goods purchased for City) set forth in Section E of Schedule A.

(b) *Payments.* LSSI shall invoice City prior to each month’s service for the monthly amount set forth in Section E of Schedule A. Invoices shall be paid by bank wire transfer to a bank account designated by LSSI on or before the fifth (5<sup>th</sup>) day of such month (the “Due Date”). Amounts not paid by City to LSSI within thirty (30) days after the Due Date shall be subject to interest at the rate set forth in Ch. 2251, Texas Government Code (“Prompt Payment Act”) Both Parties recognize and agree that City is exempt from sales and use taxes. City will furnish to LSSI, in advance, a valid certificate of exemption from such taxes.

(c) *Price Adjustment.* If after the Effective Date a change in law or regulation imposes a new fee or tax that must be paid by LSSI when purchasing goods pursuant to this Agreement, title to which goods shall belong to City, City agrees to pay such taxes to the extent City is not exempt from same.

**4. Insurance and Indemnification.**

(a) *Insurance.* During the term of this Agreement, LSSI shall maintain in force at its own expense the following insurance:

- (1) Comprehensive general liability insurance coverage of at least one million dollars (\$1,000,000) combined single limit.
- (2) Automobile liability insurance covering any vehicles owned and/or operated by LSSI, its officers, agents, and employees, and used in the performance of this Agreement; and
- (3) Statutory Worker's Compensation Insurance covering all of Contractor's employees or subcontractors involved in the provision of services under this Agreement.

All insurance companies providing the required insurance shall either be authorized to transact business in Texas and rated at least "B" by AM Best or other equivalent rating service, or be approved by the City Risk Manager.

(b) *Certificates of Insurance.* All insurance and certificate(s) of insurance shall contain the following provisions:

- (i) name City, its officers, agents and employees as additional insureds as to all applicable coverage with the exception of Workers' Compensation Insurance;
- (ii) provide for not less than thirty (30) days prior written notice to City for cancellation, non-renewal, or material change of the insurance;
- (iii) provide for a waiver of subrogation in favor of City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

(c) *Indemnification.* LSSI HEREBY AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS CITY, ITS OFFICERS, EMPLOYEES, AND AGENTS, (HEREINAFTER INDIVIDUALLY AND COLLECTIVELY REFERRED TO AS "INDEMNITEES"), FROM AND AGAINST SUITS, ACTIONS, CLAIMS, LOSSES, LIABILITY OR DAMAGE OF ANY CHARACTER, AND FROM AND AGAINST COSTS AND EXPENSES, INCLUDING, IN PART, ATTORNEY FEES INCIDENTAL TO THE DEFENSE OF SUCH SUITS, ACTIONS, CLAIMS, LOSSES, DAMAGES OR LIABILITY ON ACCOUNT OF INJURY, DISEASE, SICKNESS, INCLUDING DEATH, TO ANY PERSON OR DAMAGE TO PROPERTY INCLUDING, IN PART, THE LOSS OF USE RESULTING THEREFROM, ARISING FROM ANY INTENTIONAL OR NEGLIGENT ACT, ERROR, OMISSION OR NEGLECT OF LSSI, ITS OFFICERS, EMPLOYEES, SERVANTS, AGENTS OR SUBCONTRACTORS, OR ANYONE ELSE UNDER LSSI'S DIRECTION AND CONTROL, AND ARISING OUT OF, OCCURRING IN CONNECTION WITH, RESULTING FROM OR CAUSED BY THE PERFORMANCE OR FAILURE OF PERFORMANCE OF ANY WORK OR SERVICES CALLED FOR BY THIS AGREEMENT, OR FROM CONDITIONS CREATED BY THE PERFORMANCE OR NON-PERFORMANCE OF SAID WORK OR SERVICES. IN THE EVENT ONE OR MORE OF THE INDEMNITEES IS

DETERMINED BY A COURT OF LAW TO BE JOINTLY OR DERIVATIVELY NEGLIGENT OR LIABLE FOR SUCH DAMAGE OR INJURY, LSSI SHALL BE OBLIGATED TO INDEMNIFY THE INDEMNITEES AS PROVIDED HEREIN ON A PROPORTIONATE BASIS IN ACCORDANCE WITH THE FINAL JUDGMENT, AFTER ALL APPEALS ARE EXHAUSTED, DETERMINING SUCH JOINT OR DERIVATIVE NEGLIGENCE OR LIABILITY.

(c) *Property Insurance.* City shall be solely responsible for keeping its buildings and their contents insured against loss, cost, damage or expense resulting from fire, explosion or any other casualty ("Casualty Insurance").

(d) *Subcontractors.* Unless covered as a named insured on the insurance policies purchased by LSSI pursuant to this Section 4, any subcontractor authorized in accordance with Section 7(b), below, to perform services pursuant to this Agreement on City's property shall comply with the requirements of this Section 4(a) and (b).

**5. *Information, Intellectual Property.***

(a) *Information.* In the performance of this Agreement, LSSI may be exposed to information regarding the identity of City's patrons, City may be exposed to information regarding LSSI's proprietary library management techniques, and either Party may be exposed to other information designated in writing by the disclosing Party as confidential (collectively, "Confidential Information"). Each Party shall: (1) use the same care to protect the other Party's Confidential Information from disclosure that such Party uses to protect its own information of like importance; (2) limit duplication of Confidential Information to the extent needed to perform this Agreement; (3) disclose Confidential Information only to employees having a need to know in connection with performance of this Agreement, and who are informed of the contents of this provision prior to disclosure. This provision shall survive termination or expiration of this Agreement; and, on such termination or expiration, each Party shall return all Confidential Information, including all copies, to the owner of such information, and if requested, shall certify in writing that all such information has been returned. Because the damage resulting from a breach of this provision would be difficult or impossible to quantify and remedy at law, in case of such breach, or the threat of such breach, the Party whose Confidential Information is threatened to be disclosed shall be entitled to injunctive or other equitable relief.

(b) *Intellectual Property.* Nothing in this Agreement confers any license or right to use any trademark, service mark, copyright or other intellectual property right, whether now owned or hereafter developed, of either Party.

(c) *Public Information Act Compliance.* LSSI acknowledge that City is required to comply with the provisions of the Texas Public Information Act. (Ch. 552, Tex. Govt. Code, as amended). Notwithstanding subsection (a), above, City shall not be in default of this Agreement if the Office of the Texas Attorney General directs City to disclose information to a requestor that LSSI believes to be proprietary or confidential. In the event City receives a request for disclosure of any information identified by LSSI as confidential or proprietary pursuant to the Texas Public Information Act, City agrees to notify LSSI of such request in accordance with Tex. Govt. Code §552.305, as amended. LSSI shall be solely responsible for submitting any arguments to the Texas Attorney General in support of the LSSI's position that the information should not be disclosed to the public pursuant to Tex. Govt. Code §552.110 or any other applicable provision of the Texas Public

Information Act. City shall not be required by this Agreement to file an appeal of any determination of the Office of the Texas Attorney General that information deemed by LSSI to be confidential or proprietary must be disclosed to the person requesting the information.

*(d) Release of Patron Information.* LSSI understands and acknowledges that, subject to certain exceptions, Tex. Govt. Code §552.124 makes confidential as a matter of law a record of a library supported in whole or in part by public funds that identifies or serves to identify a person who requested, obtained, or used a library material or service. LSSI agrees to indemnify, defend, and hold City harmless regarding any claims or damages by any person relating to the intentional or negligent release of Library records relating to that person in violation of federal or state law or regulation, including, but not limited to Tex. Govt. Code §552.124. LSSI further agrees to have (i) all LSSI employees and (ii) all Library volunteers who may have access to Library user information to sign an acknowledgment and agreement regarding the treatment of Library user information on a form approved by City (which approval shall not be unreasonably withheld) prior to any such person commencing any work or service at the Library.

## **6. City's Obligations.**

*(a) Use of Facilities.* City shall make available to LSSI without charge, solely for LSSI's use in performing the Services, all properties, facilities, equipment, collections, supplies, records, files and data used or useful in the operation of the Library that is in City's possession, custody or control as of the date hereof. City reserves all ownership rights in such properties and LSSI shall return such properties to City, ordinary wear and tear excepted, at the termination or expiration of this Agreement.

*(b) Library Maintenance and Repair.* Responsibility for the maintenance and repair of the Library shall be delegated between the Parties as follows:

(1) City shall be responsible for all building maintenance and repairs relating to damages or malfunctions not attributed to an intentional or negligent act of LSSI's employees or contractors or operational changes which are controlled by LSSI. City shall further be responsible for the following functions and services.

- i. Pest Control;
- ii. Janitorial Services;
- iii. Window Cleaning Services;
- iv. Carpet Cleaning (yearly service);
- v. Alarm system monitoring/response/maintenance;
- vi. Set up for City-sponsored meetings;
- vii. Christmas exterior lighting;
- viii. Landscape maintenance;
- ix. De-icing front sidewalks; and
- x. Fire alarm/fire extinguishers inspections.

(2) LSSI shall be responsible for the following functions or services:

- i. Completing daily/weekly maintenance inspection checklist and reporting all identified issues and maintenance needs;

- iii. Ensuring litter around building and parking lot is picked on a daily basis;
- iv. Power washing front covered area, sidewalks, seating, walls, etc. as needed; and
- v. Kitchen appliance repair and replacement.

(3) Except as otherwise provided herein, City shall be responsible for maintenance and repairs to the structural components and systems of the Library including, but not limited to, exterior and interior walls, windows, roof, ceiling, plumbing, electrical, heating and air conditioning system, sidewalks, and parking areas.

(4) LSSI shall be responsible for maintenance and repairs to the Library relating to damages or malfunctions resulting from (i) the intentional or negligent acts of LSSI's employees or contractors, or (ii) operational changes which are controlled by LSSI. All such maintenance and repairs shall be performed by or under the direction of City's Facilities Management Department at LSSI's cost, who will be invoiced as follows:

- i. If the work is performed in-house by City employees, parts and materials will be billed City's actual cost, and labor will be billed on a per hour basis, at a rate based on the average salary and benefits of the City Facilities Technicians assigned to perform the work; and
- ii. If the work is performed by a third party, LSSI will be billed at the actual costs charged to City by the third-party.

*(c) Requests for Maintenance and Repair.* The Library Director shall insure all maintenance and repairs identified in Section 6(b)(2), above, are completed in a timely manner depending on the nature and extent of the repair maintenance required. With respect to any repair or maintenance for which City is responsible for performing pursuant to Section 6(b), above, regardless of whether the cost of such repair or maintenance belongs to City or LSSI, the Library Director, or in the absence of the Library Director the LSSI employee in charge of Library operations, shall, with respect to any repair or maintenance necessary to prevent imminent injury to any person or damage to property, immediately report to City's Facilities Management Department the need for the repair and shall, with respect to other types of maintenance or repairs, submit a work request to City's Facility Management Department pursuant to said department's guidelines.

*(d) Library Building Improvements.* LSSI and City will work together to identify any building upgrades and improvements that will enhance the functionality and service level to Library patrons. Any improvements projects that City staff and LSSI agree should be performed must first be presented to City's Facility Management Department during the City's annual budget process to be considered for approval and funding.

*(e) Security.* City is responsible for providing security services for the Library and surrounding area.

*(e) Utilities.* City is responsible for payment of utilities at the Library facilities, including electricity, gas, water, waste disposal and recycling, telecommunications and Internet access.

(f) *Policies.* City shall be responsible for setting all policies that govern the operations of the Library.

(g) *Revenue Generating Opportunities.* During the term of this Agreement, LSSI shall use reasonable efforts to develop proposals for the implementation of new revenue generating services, such as services to the business community, retail sales (books, gifts, refreshments, etc.) and other fee based services, to benefit the community, City and LSSI (“Additional Services”). City shall have the final approval of all Additional Services, with such approval to not be unreasonably withheld, conditioned or delayed. Unless otherwise approved by City, the provision of these Additional Services shall not in any way substantially reduce the space or Library services provided prior to the implementation of the Additional Services. No Additional Services shall be implemented until City and LSSI have entered a written agreement that includes, as a minimum, a written description of the Additional Services, the responsibility for costs related to providing such Additional Services, and the allocation of profit between the Parties that is generated by the Additional Services, if any.

(h) *Damage or Destruction of Library; Suspension or Termination of Agreement.* Notwithstanding Section 2(c), above, in the event of substantial damage to, or the destruction of, the Library and/or a substantial portion of the Library’s collection, City may, at its sole discretion, immediately suspend the performance of this Agreement and/or terminate this Agreement upon providing written notice to LSSI. In the event this Agreement is suspended or terminated, City agrees to pay LSSI for Services rendered to the date of the suspension or termination of the Agreement pro-rated to the date of the suspension, but shall have no further obligation to LSSI. If, following damage or destruction to the Library, City determines to temporarily relocate Library operations without terminating this Agreement, City and LSSI agree to negotiate in good faith the fees to be paid by City to LSSI for any reduced services provided by LSSI during such temporary period and for any additional services that LSSI provides upon the written agreement with City, if any, relating to the re-establishment of services following repair of the Library.

## **7. *Miscellaneous.***

(a) *Independent Contractors.* In all activities or services performed hereunder, LSSI is an independent contractor and not an agent or employee of City. As an independent contractor, LSSI shall be responsible for the services and the final work product contemplated under this Agreement. Except for materials furnished by City, LSSI shall supply all materials, equipment, and labor required for the work and/or services to be provided under this Agreement. Subject to the policies established by City as provided in this Agreement, LSSI shall have ultimate control over the execution of the work and/or services. LSSI shall have the sole obligation to employ, direct, control, supervise, manage, discharge, and compensate all of its employees or subcontractors, and City shall have no control of or supervision over the employees of LSSI or any of LSSI subcontractors. The relationship of the Parties shall at all times be that of independent contractors. Nothing herein shall be construed as establishing a partnership, joint venture, agency, employment, or other relationship.

(b) *Assignment.* Neither Party may assign this Agreement to a third party not affiliated with such Party without the prior written consent of the other Party. Notwithstanding the

foregoing, LSSI may subcontract or delegate portions of the Services; provided, however, in no case shall City be liable to any party other than LSSI for any amount in excess of the price specified on Schedule A, plus any additional charges permitted hereunder, nor shall LSSI be released from any obligation to comply with the provisions of this Agreement notwithstanding that performance of such provisions have been delegated to a third party. In no case shall LSSI be authorized to subcontract any of LSSI's obligations and duties pursuant to this Agreement unless such subcontract is in writing and is made expressly subject to the provisions of this Agreement. LSSI shall provide City copies of any subcontract entered pursuant to this Section 7(b) upon request of City.

(c) *Limitation of Liability.* In no case shall either Party be liable for any damages, losses, costs or expenses under or in connection with this Agreement, whether for breach of contract, tort or otherwise in excess of an amount equal to the lesser of (i) the actual damages suffered by the aggrieved Party, or (ii) the Charges for the twelve (12) month Period (as shown in Schedule A, as it may be amended) in which such damages were allegedly incurred. In no case shall either Party be liable for any punitive, exemplary, incidental, consequential, or special damages arising out of or in connection with this Agreement. Notwithstanding any other provisions of this Agreement, LSSI shall have no responsibility for any worker's compensation or any other claims for incidents or costs, expenses or losses occurring prior to the Effective Date.

(d) *Force Majeure.* LSSI shall not be liable for any failure or delay in performance of this Agreement due to causes beyond its control, including, but not limited to, strike, war or civil disturbance, weather emergency, or general failure of any necessary supply, service or utility.

(e) *City's Representation.* City represents and warrants that it has all necessary legal authority to enter into and perform this Agreement and that the person executing this Agreement on its behalf is legally authorized to do so.

(f) *Notices.* Notices required or permitted under this Agreement shall be effective upon the third (3rd) business day after deposit in First Class mail, or the next business day after deposit with a recognized overnight courier, or upon receipt if e-mailed or faxed to the respective e-mail addresses or fax numbers, if addressed to the Parties' respective addresses and marked to the attention shown on the first page of this Agreement, and, if to City, a copy to the following:

Peter G. Smith  
Nichols, Jackson, Dillard, Hager & Smith, LLP  
500 N Akard, Suite 1800  
Dallas, Texas 75201

Email: psmith@njdhs.com  
Fax: 214-965-0010.

(g) *Governing Law; Venue.* This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Any suit arising from or related to this Agreement shall be brought in a state court in Dallas County, Texas.

(h) *Severability.* If any provision of this Agreement is conclusively determined to be illegal, invalid or unenforceable, then such provision shall be severed, and the remaining



provisions of this Agreement shall be so construed to carry out, as nearly as legally permitted, the intentions of the Parties.

(i) *Survival.* The provisions of Sections 2, 3, 4, 5 and 6 shall survive any termination or expiration of this Agreement

(j) *Entire Agreement; Amendments.* This Agreement, inclusive of the schedules and exhibits attached hereto, contains the entire understanding of the Parties on the subject matter hereof and supersedes all prior statements and agreements on that subject. This Agreement may only be modified, amended, supplemented or waived by a written instrument executed by the Parties except as may be otherwise provided therein.

(k) *Non-Waiver.* No failure or delay by either Party in enforcing any provision of this Agreement shall operate as a waiver. This Agreement may be modified or waived only in writing signed by the Party against whom such modification or waiver is sought to be enforced.

(l) *Counterparts.* This Agreement may be executed in any number of counterparts, each of which shall be deemed an original for all purposes and constitute one and the same instrument; but in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

(m) *Conflict of Interest.* LSSI shall not, directly or indirectly, acquire any interest which will conflict in any manner or degree with the performance of its services hereunder. In this connection, LSSI, its employees and consultants shall make no political contributions to any political campaign or initiative affecting City.

Intending to be legally bound, the Parties have caused this Agreement to be executed by their duly authorized representatives.

CITY OF FARMERS BRANCH, TEXAS

LIBRARY SYSTEMS & SERVICES, LLC

By: \_\_\_\_\_

Gary D. Greer  
City Manager

By: \_\_\_\_\_

Ronald A. Dubberly  
CEO

## City of Farmers Branch

### Schedule A 2014

#### Agreement for Library Administration and Operations

##### A. Statement of Work

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

LSSI shall provide, by and through its own employees or independent contractors ("LSSI Staff") any labor LSSI deems necessary 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 right to hire and/or terminate the employment of the LSSI Staff from time to time to perform work under this Agreement. LSSI will provide the appropriate staffing levels to keep the Library open to the public during the following periods and for the following hours of operation:

| Period                                  | Hours of Operation     |                 |                |                 |
|---|------------------------|-----------------|----------------|-----------------|
|   | Mondays –<br>Thursdays | Fridays         | Saturdays      | Sundays         |
| January 1, 2014 to<br>December 31, 2014 | 10 a.m. – 9 p.m.       | 10 a.m. –6 p.m. | 10 a.m. -6 p.m | 1 p.m. – 5 p.m. |

In addition, LSSI will update the long-range plan for City in cooperation with City, elected and appointed local officials, other community stakeholders ("Plan"). Using current professional standards and practice, the Plan will identify challenges and opportunities for the LSSI Staff and corresponding strategic responses, including specific, measurable goals and objectives.

This Plan, when approved by City, will help govern the direction and focus of the LSSI 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.

##### B. Scope of Work

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

- d. Continue to seek innovative means of adding value to City at little or no additional cost, including the procurement of grants.
3. Management and Reporting:
- a. Prepare and provide regular reports to City, describing Library activities and recommending changes in policies, procedures and operations as necessary and appropriate.
  - b. Prepare and provide timely statistical reports to City on Library activities.
4. Staff Development and Coaching:
- a. Support orientation and professional development of all LSSI Staff.
  - b. Provide leadership and guidance to maximize LSSI 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 – 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.
7. Programming – Provide high quality, effective educational, recreational and cultural programs of interest to all age groups present in the community.
8. Information Technology:
- a. Develop and implement short and long range plans to procure, install and support sufficient hardware, software, network, telecommunications and other resources necessary to support the LSSI Staff's mission.
  - b. Implement RFID technology in the Library as detailed in Schedule B.
  - c. The responsibilities of City and LSSI with respect to the provision of technology support services shall be as set forth in Schedule C.
9. Marketing – Effectively disseminate information and promote use of the Library, resources and services.
- Facilities – Work with LSSI Staff and local officials to ensure effective building maintenance by promptly identifying and reporting problems with the physical plant.

### **C. Excluded Services**

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

1. Any goods or services, including payroll, that were rendered to City prior to the Effective Date.
2. Unfair labor practices, grievances, or any claims or litigation whatsoever arising out of the hiring and/or firing, layoff, subcontracting, assignment, reassignment or discipline of the Library staff not employed by LSSI, provided that such claims have not resulted from negligence or wrongful acts of LSSI under federal, state, or municipal law.
3. Any worker's compensation claims from any LSSI Staff arising from injuries sustained prior to the Effective Date if such person was employed by City prior to the Effective Date.
4. Any costs of any voluntary retirement incentives, employee buyouts or other similar programs adopted by City.
5. 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 (i.e. coffee bar, etc.) shall be approved by City and paid for by LSSI.
6. Any amount of costs for unbudgeted repairs, maintenance and/or upkeep of Capital Items owned by City.
7. Any increases in the cost of insurance, utilities, rent, fuel and any state or federal tariff items over the rate for such items prevailing as of the date of execution of this Agreement.

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

On behalf and for the benefit of City, LSSI will negotiate favorable discounts and prices from Library suppliers for the purchase of all Library materials, which shall include books, periodicals, newspapers, microfilms, electronic database subscriptions, standing orders, audio and video materials and cases, automated reference services, binding, cataloging and processing costs and the Materials Handling Fee (as defined below) (collectively, "Library Materials"). The responsibility for Library collection development policies will remain with City, and all Library Materials selections 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 (5.0%) of the cost of the Library Materials ordered ("Materials Handling Fee").

**E. Operating Budget and Charges**

| Period                               | Charges ("Operating Budget") |             | Minimum Library Materials* |
|--------------------------------------|------------------------------|-------------|----------------------------|
|                                      | Period                       | Monthly     |                            |
| January 1, 2014 to December 31, 2014 | \$1,142,146.00               | \$95,178.83 | \$210,000.00               |

\* Total cost of Library Materials is not included in the Operating Budget and shall be determined annually by City. LSSI will invoice City separately for Library Materials purchased and the invoices will include the Materials Handling Fee.

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

Prior to five (5) months before the end of the last Period 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 Period. If the Parties have not reached such agreement three (3) months 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 an additional amount equal to (a) the percentage increase in the Employee Cost Index (ECI) for the Dallas Metroplex region for the twelve (12) month Period prior to the commencement of the new Period not to exceed five percent (5%), multiplied by the Charge for the last month of such prior Period, multiplied by (c) twelve (12) or the number of Remaining Months, whichever is less.

Intending to be legally bound, the Parties have caused this Agreement to be executed by their duly authorized representatives.

CITY OF FARMERS BRANCH, TEXAS

LIBRARY SYSTEMS & SERVICES, LLC

By: \_\_\_\_\_  
Gary D. Greer  
City Manager

By: \_\_\_\_\_  
Ronald A. Dubberly  
CEO

## **Schedule B**

### **RFID Equipment**

#### **1.0 Equipment and Installation**

1.1 LSSI shall provide for the Library, subject to the terms and conditions contained herein, the RFID hardware, software and fixtures, including public and staff workstations and security gates for the Library entrance, described in Exhibit A attached hereto and shall affix RFID tags to the Library's collection items (collectively the "Equipment"). LSSI shall, in concert with City, install the Equipment at the Library. There shall be no charge for LSSI's labor.

1.2 City will install at the Library at its expense the electrical wiring and connections and telecommunications cable required for the Equipment.

#### **2.0 Schedule**

The work to be completed by City and LSSI hereunder shall be performed in accordance with the following schedule during calendar year 2014:

| <u>Task</u>                   | <u>Responsible Party</u> | <u>Date</u>              |
|-------------------------------|--------------------------|--------------------------|
| Collection tagging            | LSSI                     | January 24 – February 23 |
| Wiring and telecommunications | The City                 | Completed by January 23  |
| Equipment installation        | LSSI & 3M                | January 24 – February 23 |
| Completion                    | LSSI & The City          | End of February 2014     |

#### **3.0 Ownership**

3.1 Unless and until title to the Equipment is transferred by LSSI to City in accordance with this Section 3.0, LSSI shall own the entire right, title and interest in and to the Equipment.

3.2 If at any time LSSI ceases to provide for the Library services of the same nature and scope as currently provided by LSSI under this Agreement, whether such services are provided under this Agreement or otherwise, City shall have an option, exercisable by written notice to LSSI no later than the effective date of such cessation, to purchase the Equipment for the residual value of the Equipment as of the effective date of such cessation in accordance with Exhibit B attached hereto. If City exercises such option, City shall pay LSSI the applicable residual value as of the effective date of such cessation and LSSI shall simultaneously assign to City the entire right, title and interest in and to the Equipment. If City does not exercise such option, LSSI shall continue to own the Equipment and shall have the right to remove the Equipment from the Library.

3.3 If City has not previously purchased the Equipment under Section 3.2 and LSSI continues to provide services for the Library similar to those under this Agreement, upon the expiration of five (5) years after the completion of its installation, LSSI shall assign to City the entire right, title and interest in and to the Equipment.

# Exhibit A to Schedule B


|  |  |   |  |
|--|--|---|--|
|                           |  | <b>Today's Date:</b> 05/23/13<br><b>Expiration Date:</b> 08/21/13   |  |
| <b>3M Center, 224-2S-04</b><br>St. Paul, MN 55144-1000<br>Office: 800-328-0067 ext. 2<br>Fax: 800-223-5563 |  | Quotations are good for 90 days. All dates are based on ship dates. Order must ship within the 90 day window. After 90 days, quotation expires. Contact 3M for a New Quotation. |  |
| <b>Ship to: (Destination of Goods)</b>   |  | <b>Bill to: (Agency to Invoice)</b>   |  |
| Library Name<br><b>Farmers Branch Manske Library</b>   |  | Name<br><b>Library Systems &amp; Service, LLC</b>   |  |
| Address<br><b>13613 Webb Chapel Road</b>   |  | Address<br><b>12850 Middlebrook Road</b>  |  |
| City, State, Zip<br><b>Farmers Branch, Texas 75234</b>   |  | City, State, Zip<br><b>Germantown, MD 20874-5244</b>  |  |
| Contact Name<br><b>Belinda Jacks</b>   |  | Accounts Payable Contact Name<br><b>Luther Brady</b>  |  |
| Email Address<br><b>belinda.jacks@farmersbranch.info</b>   |  | Email Address<br><b>luther.brady@lssi.com</b>   |  |
| Phone #<br><b>972-247-2511</b>   |  | Phone #<br><b>951-274-4515</b>  |  |
| Fax #  |  | Fax #   |  |
| P.O. # and Signature (signature required if customer is using this form as an order)                       |  | Requested Delivery and Install Dates  |  |
| Quantity   | Description  | Unit Price<br>Good Through:   | Extended Price<br>08/21/13                 |
| 1  | 3M Model 9102 Two Aisle RFID Detection System - Direct Mount, wired network connection | \$11,995.00   | \$11,995.00                                |
|  | Stock # 70-0087-0001-8   | \$0.00  | \$0.00                                     |
| 4  | Additional 4 years of service for 3M Model 9102  | \$900.00  | \$3,600.00                                 |
|  |  | \$0.00  | \$0.00                                     |
| 2  | 3M Model 8420 Selfcheck System - R-Series Kiosk (Black) Stock # 75-4700-3515-5         | \$9,985.00  | \$19,970.00                                |
| 8  | Additional 4 years of service for 3M Model 8420  | \$900.00  | \$7,200.00                                 |
|  |  | \$0.00  | \$0.00                                     |
| 3  | 3M Model 895 RFID Pad Workstation  | \$1,795.00  | \$5,385.00                                 |
|  | Stock # 75-4700-2303-9   | \$0.00  | \$0.00                                     |
| 12   | Additional 4 years of service for 3M Model 895   | \$150.00  | \$1,800.00                                 |
|  |  | \$0.00  | \$0.00                                     |
|  | <b>NOTE - 5 years of service, installation and training</b>                            | \$0.00  | \$0.00                                     |
|  |  | \$0.00  | \$0.00                                     |
| 126000   | 3M ISO RFID Tags - 50x50mm (5000 per case)   | \$0.175   | \$22,050.00                                |
|  | Stock # 75-4700-3214-7   | \$0.00  | \$0.00                                     |
|  |  | \$0.00  | \$0.00                                     |
| 6000   | Stingray RFID Tags for CD/DVD Media (1000 per roll)                                    | \$0.68  | \$4,080.00                                 |
|  | Stock # 75-4700-3565-2   | \$0.00  | \$0.00                                     |
|  |  | \$0.00  | \$0.00                                     |
| 4000   | 3M Hub RFID Tags for CD/DVD Media (4000 per case)                                      | \$0.25  | \$1,000.00                                 |
|  | Stock # 75-4700-3661-9   | \$0.00  | \$0.00                                     |
|  |  | \$0.00  | \$0.00                                     |
| 3  | 3M Mobile RFID Conversion Station - 3 month rental (includes shipping)                 | \$1,295.00  | \$3,885.00                                 |
| Shipping and Handling billed as actual at time of shipment   |  | Subtotal  | \$80,965.00                                |
|  |  | Shipping & Handling Fee   | \$952.45                                   |
|  |  | Total *   | \$81,917.45                                |
| * Applicable Sales Tax will be applied.  |  |   |  |
| 3M Sales Consultant  | 3M Sales Consultant Phone #  | 3M Customer Service Representative  | 3M Customer Service Representative Phone # |
| Shawn Brumley  | 940-367-9738   | Edielsy Vega  | 800-328-0067 ext 2                         |
| Mail or Fax purchase order to the address above.   |  | Comments:   |  |
| Terms are NET 30 Days from Date of Invoice.  |  |   |  |
| Invoice is generated at the time of Shipment.  |  |   |  |
| A copy of Tax Exemption Certificate is required with purchase order for all tax exempt customers.          |  |   |  |

Exhibit B to Schedule B

Farmer's Branch  
3M RFID System - Model  
9102

Asset Cost & related expenditures:

|             |
|-------------|
| \$81,917.45 |
|-------------|

| Month | Amortization | Residual Value |
|-------|--------------|----------------|
| 1     | \$ 1,365.29  | \$ 80,552.16   |
| 2     | \$ 1,365.29  | \$ 79,186.87   |
| 3     | \$ 1,365.29  | \$ 77,821.58   |
| 4     | \$ 1,365.29  | \$ 76,456.29   |
| 5     | \$ 1,365.29  | \$ 75,091.00   |
| 6     | \$ 1,365.29  | \$ 73,725.71   |
| 7     | \$ 1,365.29  | \$ 72,360.41   |
| 8     | \$ 1,365.29  | \$ 70,995.12   |
| 9     | \$ 1,365.29  | \$ 69,629.83   |
| 10    | \$ 1,365.29  | \$ 68,264.54   |
| 11    | \$ 1,365.29  | \$ 66,899.25   |
| 12    | \$ 1,365.29  | \$ 65,533.96   |
| 13    | \$ 1,365.29  | \$ 64,168.67   |
| 14    | \$ 1,365.29  | \$ 62,803.38   |
| 15    | \$ 1,365.29  | \$ 61,438.09   |
| 16    | \$ 1,365.29  | \$ 60,072.80   |
| 17    | \$ 1,365.29  | \$ 58,707.51   |
| 18    | \$ 1,365.29  | \$ 57,342.22   |
| 19    | \$ 1,365.29  | \$ 55,976.92   |
| 20    | \$ 1,365.29  | \$ 54,611.63   |
| 21    | \$ 1,365.29  | \$ 53,246.34   |
| 22    | \$ 1,365.29  | \$ 51,881.05   |
| 23    | \$ 1,365.29  | \$ 50,515.76   |
| 24    | \$ 1,365.29  | \$ 49,150.47   |
| 25    | \$ 1,365.29  | \$ 47,785.18   |
| 26    | \$ 1,365.29  | \$ 46,419.89   |
| 27    | \$ 1,365.29  | \$ 45,054.60   |
| 28    | \$ 1,365.29  | \$ 43,689.31   |
| 29    | \$ 1,365.29  | \$ 42,324.02   |
| 30    | \$ 1,365.29  | \$ 40,958.73   |
| 31    | \$ 1,365.29  | \$ 39,593.43   |
| 32    | \$ 1,365.29  | \$ 38,228.14   |
| 33    | \$ 1,365.29  | \$ 36,862.85   |
| 34    | \$ 1,365.29  | \$ 35,497.56   |
| 35    | \$ 1,365.29  | \$ 34,132.27   |



|    |    |          |    |           |
|----|----|----------|----|-----------|
| 36 | \$ | 1,365.29 | \$ | 32,766.98 |
| 37 | \$ | 1,365.29 | \$ | 31,401.69 |
| 38 | \$ | 1,365.29 | \$ | 30,036.40 |
| 39 | \$ | 1,365.29 | \$ | 28,671.11 |
| 40 | \$ | 1,365.29 | \$ | 27,305.82 |
| 41 | \$ | 1,365.29 | \$ | 25,940.53 |
| 42 | \$ | 1,365.29 | \$ | 24,575.24 |
| 43 | \$ | 1,365.29 | \$ | 23,209.94 |
| 44 | \$ | 1,365.29 | \$ | 21,844.65 |
| 45 | \$ | 1,365.29 | \$ | 20,479.36 |
| 46 | \$ | 1,365.29 | \$ | 19,114.07 |
| 47 | \$ | 1,365.29 | \$ | 17,748.78 |
| 48 | \$ | 1,365.29 | \$ | 16,383.49 |
| 49 | \$ | 1,365.29 | \$ | 15,018.20 |
| 50 | \$ | 1,365.29 | \$ | 13,652.91 |
| 51 | \$ | 1,365.29 | \$ | 12,287.62 |
| 52 | \$ | 1,365.29 | \$ | 10,922.33 |
| 53 | \$ | 1,365.29 | \$ | 9,557.04  |
| 54 | \$ | 1,365.29 | \$ | 8,191.75  |
| 55 | \$ | 1,365.29 | \$ | 6,826.45  |
| 56 | \$ | 1,365.29 | \$ | 5,461.16  |
| 57 | \$ | 1,365.29 | \$ | 4,095.87  |
| 58 | \$ | 1,365.29 | \$ | 2,730.58  |
| 59 | \$ | 1,365.29 | \$ | 1,365.29  |
| 60 | \$ | 1,365.29 | \$ | 0.00      |

## **Schedule C**

### **Technology Support Services**

#### **Section 1: Purpose**

The purpose of this Schedule C is to set forth additional terms of the Agreement regarding the responsibilities of the City, acting through its Information Services Department and LSSI, acting through its employees assigned to operate the Library

#### **Section 2: Definitions**

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

“**ILS**” means Integrated Library System.

“**IS Department**” means City’s Information Services Department.

“**IS Director**” means City Director of Information Services or designee.

“**Library Director**” means LSSI’s employee serving in the position of Director of the Library.

“**Library Staff**” means LSSI’s employees, including the Library Director, assigned by LSSI to perform the on-site services provided by LSSI to City pursuant to this Agreement.

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

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

#### **Section 3: Scope and Responsibilities**

##### **A. Administration and Management**

- (1) *Technology Coordination.* The IS Director will meet with the Library Director approximately every six months, at a mutually agreeable date and time, to discuss technology needs, upcoming initiatives and any service or support concerns relating to Library operations.
- (2) *Technology Procurements.* City shall be responsible for establishing the appropriate standards and providing update or refreshment schedules for City provided hardware and software. Any non-standard hardware or software request must be justified and approved by the IS Director. City shall be responsible for purchasing and replacing all City-provided computing hardware and associated peripherals, including desktop PC’s, laptops, monitors, mice, keyboards, printers, copiers, fax machines, scanners, etc.
- (3) *Vendor service agreements and contracts.* City will enter into and maintain applicable service agreements or support contracts on City-provided computer equipment.

- (4) *Technology planning and budgeting.* Library Staff shall be responsible for preparing a written annual Technology Plan that defines the needs and technology solutions to meet those needs. Library shall solicit and receive comments and suggestions from City staff and other interested parties identified by the City in defining existing problems, necessary changes, and/or desired enhancements to technology services at the Library. LSSI, through the Library Director, and City, through the IS Director, shall work together to review and define the Library's technology needs for purposes of long range planning, development of mid-year and fiscal year budgets and inclusion in the annually updated Technology Plan.
- (5) *Equipment inventory and lifecycle management.* The IS Department shall be responsible for maintaining and updating inventories of City-owned technology assets, including the software loaded on all City-owned computers. The IS Department shall be responsible for picking up and properly preparing City-owned equipment for disposal, including a process for ensuring that all data is removed from the equipment. The IS Department will update the inventory and provide inventory revisions to the Library Director upon request.
- (6) *Audit and Review of Third-Party Network Connections.* Any third party systems or connections into the City's computer network must be pre-approved and will be subject to initial and periodic security review by the City. Any required corrective actions are to be implemented immediately, and closure is to be confirmed by the IS Director.
- (7) *Internet content filtering management.* LSSI shall be responsible for:
- (a) Administering and monitoring the Internet Filter that serves the Library patron computers; and
  - (b) Providing annual support and maintenance costs associated with the filtering software for public terminals.
- Library computers will be filtered for protection against Web-based threats, such as: malware, spyware, malicious sites, botnets and key loggers.
- (8) *Library website and URL namespace.* LSSI shall be responsible for the setup and maintenance of the Library's content on the Library's web portal. City will maintain the annual renewal for the Library's URL namespace.
- (9) *Support requests.* Incidents or requests for support should be reported to the IS Department Help Desk via any of the following means:
- (a) User Support Portal - typing in URL in their internet browser (<http://helpdesk>)
  - (b) Calling 972-919-2571 (Ext. 2571)
  - (c) Emailing [Helpdesk@farmersbranch.info](mailto:Helpdesk@farmersbranch.info)

**If the incident is urgent, users should call the Help Desk, rather than using the support portal or emailing.** IS Department support hours are 8:00 A.M. to 6:00 P.M. Monday through Thursday and 8:00 A.M. to 5:00 P.M. on Friday central time (except on

City holidays). For urgent issues and outages, Library Staff may request IS Department emergency support outside of the standard support hours.

- (10) *Compliance with IT Department policies and procedures.* LSSI employees using City-provided computing technology and equipment will be expected to adhere to all City technology usage policies, requirements and standards.
- (11) *City-provided user and email accounts.* The IS Department shall be responsible for creation and maintenance of all City domain user accounts and City e-mail accounts. The Library Director shall inform the IS Director as soon as possible after any staff terminations so that user access to core information technology resources can be revoked in a timely manner. To the extent feasible, the Library Director shall inform the IS Director in advance of any employment termination date of a Library Staff employee if there is reason to believe the employee whose separation from employment may result in a risk to the condition or security of the hardware, software, or data to which said employee has access.
- (12) *Inventory Lists; Support Matrix.* IS Department staff and Library Staff shall coordinate and cooperate in the preparation and maintenance of an inventory list of the hardware, installed software, and other computing technology equipment located in or assigned for use as part of Library operations. The inventory shall set forth the owner or provider of the hardware, software or equipment. IS Department staff and Library Staff shall also coordinate and cooperate with respect to development of a support matrix relating to the above inventory setting forth the party responsible for obtaining and/or providing support relative to the hardware, software, and/or equipment shown on the inventory. The initial inventory of installed software subject to this Paragraph (12) is agreed to be as set forth in Exhibit A to this Schedule C.

**B. City Facility**

- (1) *Security cameras.* City is responsible for the configuration and maintenance of the security cameras and associated equipment and network at the Library. Library Staff shall be responsible for reviewing security camera “video” in the event of an incident and contacting law enforcement authorities as appropriate.
- (2) *Technology equipment rooms.* The IS Department is responsible for coordinating and working with City’s Facilities Management Department to maintain power, UPS, air conditioning, environmental monitoring of the functioning equipment rooms.
- (3) *Audio visual equipment.* City is responsible for providing maintenance and support for all new and existing audio/video, systems in use at the library. Support includes: projector lamps, supplies, parts, repairs, preventative maintenance and any necessary adjustments. LSSI shall be responsible for failures caused by improper operation, cleaning or maintenance; accidents, damage, misuse or abuse caused by a LSSI employee.

**C. Library Automation System (Polaris)**

LSSI is responsible for providing and supporting the Polaris Integrated Library System (ILS), as well as other automation systems required for effective operation of the Library in accordance with the provisions of that certain *Addendum to Library Services Agreement for ILS Hosted Services* dated May 2, 2012, between City and LSSI, a copy of which is attached hereto as Exhibit “B” and incorporated herein

by reference. LSSI shall be responsible for acquisition, licensing and maintenance of any service/hardware required for the automation systems.

**D. Desktop Computing**

- (1) *General.* All City-owned desktops and laptops will have antivirus and desktop management agents installed, where applicable. Only software provided by or approved by the City shall be loaded on City-owned computers. IS Department staff will not be required to install any additional software provided by LSSI without proof of purchase or a copy of the license agreement. Any computer, server or network hardware provided by LSSI or any third-party must be pre-approved by the IS Department and must adhere to City standards before being connected to City-owned computer hardware or the City's data network. Library Staff shall be responsible for ensuring that all City-owned equipment is well maintained, operated in accordance with the manufacturer's instructions and the City's direction. LSSI shall be responsible for failures caused by improper operation, cleaning or maintenance; accidents, damage, misuse or abuse caused by a LSSI employee
- (2) *Staff computers.* The IS Department is responsible for the support of all City-provided computers which are designated for use by Library staff in performing their job functions. Support includes: installation of hardware and software, configuration, installation of operating system patches and updates, and troubleshooting of hardware, software or network connectivity problems. IS Department staff will provide assistance with supported applications which shall include: installation and updating of software; troubleshooting of common problems; and help with basic usage. IS Department staff will help users perform their job functions using computer technology but will not perform those functions for them. For example, IS Department will not create documents or design databases or web pages for users.
- (3) *Patron computers.* Library Staff is responsible for the support of all City provided computers which are designated for use by library patrons which shall include operating system patches and updates; the troubleshooting of hardware, software or network connectivity problems. IS Department staff will work in conjunction with Library Staff to troubleshoot and resolve any connectivity issues that may be associated with the City-provided data network.
- (4) *Other LSSI owned and provided hardware/software.* Library Staff shall be responsible for the support and maintenance of all LSSI-owned or provided hardware and/or software.

**E. Server Hardware and Operating Systems**

- (1) *City provided Servers.* The IS Department is responsible for the support of all City-provided servers which are housed at the Library or designated for use by Library Staff or patrons, which shall include: installation, configuration, installation of operating system patches and updates and the troubleshooting of hardware, software or network connectivity problems. Library Staff shall be responsible for the licensing, administration and maintenance of the business applications running on this hardware.
- (2) *LSSI provided Servers.* LSSI shall be responsible for acquisition; licensing and maintenance of any LSSI-provided computing system or service. Any computer, servers

or network hardware provided by LSSI or any third-party must be pre-approved by the IS Director and adhere to City standards before being connected to City-owned computer hardware or the City's data network.

**F. Telephony, Network, Internet, and Printers**

- (1) *City network connectivity (to facility and to staff).* The IS Department is responsible for the maintenance and operation of all City-provided network equipment, including the configuration, support and maintenance of all routers, switches, firewalls and associated Ethernet and fiber connectivity.
- (2) *Wireless network connectivity.* The IS Department is responsible for the maintenance and operation of all City-provided wireless network equipment, including the configuration, support and maintenance of wireless access points and associated routers, firewalls and cabling.
- (3) *City internet connectivity.* The IS Department is responsible for the maintenance and operation of City-provided internet connectivity, including: modems, routers, switches and associated cabling. As of the Effective Date, City provides internet connectivity for the use of library patrons and Library Staff computers.
- (4) *Telephone system.* The IS Department is responsible for the maintenance and operation of all City provided voice communications equipment at the Library, including: VoIP/PBX equipment, handsets and associated cabling.
- (5) *Printers and Copiers.* Library Staff is responsible for the support of all City provided printers and copiers which are designated for use by library patrons. The City shall be responsible for the paper, toner, maintenance and repair costs of all printers and copiers for use by library patrons.

## Exhibit A to Schedule C

Software used in Library:

| <b>Software</b>                        | <b>Operational Responsibility</b>                        | <b>Financial Responsibility</b> |
|--|--|---------------------------------|
| <b>Polaris</b>                         | LSSI   | LSSI                            |
| <b>Cassie/Cassie Manager*</b>          | LSSI   | LSSI                            |
| <b>Winselect</b> on Enterprise Server  | LSSI w/City IT support                                   | City                            |
| <b>Deep Freeze</b> on EnterpriseServer | LSSI w/City IT support                                   | City                            |
| <b>Magic Info</b>                      | LSSI for content creation.<br>City IT support for server | City                            |
| <b>Websense*</b>                       | LSSI   | LSSI                            |
| <b>McAfee Antivirus</b>                | City   | City                            |
| <b>Windows</b>                         | LSSI w/City IT support                                   | City                            |
| <b>MS Office</b>                       | LSSI w/City IT support                                   | City                            |

\*or equivalent software

**Exhibit B to Schedule C  
Copy of Polaris Agreement**

Addendum to Library Services Agreement for ILS Hosted Services between  
City of Farmers Branch and Library Systems & Services, LLC

This Addendum to Library Services Agreement ("Addendum") is made and entered into this 2nd day of May, 2012, by and between the City of Farmers Branch, a Texas home rule municipality located in the County of Dallas, State of Texas ("City") and Library Systems & Services, LLC ("LSSI").

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

Whereas, City desires to contract for such hosting services from LSSI through this Addendum for use at the City's Library pursuant to City's Library Services Agreement with LSSI effective January 1, 2011 (the "Agreement").

Now, therefore, the parties mutually agree as follows:

1. Definitions

The following words and phrases as used in this Addendum shall have the following meanings:

- a. "City's Library" means the City of Farmers Branch Manske Library.
- b. "Hosted Services" means the training, implementation, data conversion, and ongoing use of requisite hardware and third party software licenses, technical support and system administration for the Polaris ILS computerized system.
- c. "Polaris ILS Software" means the hosted applications proprietary to Polaris and provided by LSSI under this Addendum.
- d. "LSSI Hardware" means the hardware under the control and ownership of LSSI which is used to provide the Polaris ILS Software and related services.
- e. "Library Workstations" means the hardware and software the City is required to have that enables access to the Internet and enables the use of the Polaris ILS Software.



2. Scope of Services

LSSI shall provide Hosted Services through use of LSSI Hardware and Polaris ILS Software to enable City's Library to perform its circulation and acquisition functions. LSSI shall provide technical support and hosted system administration related to providing the Hosted Services.

3. Compensation

Compensation for the Hosted Services shall be in accordance with Schedule A of the Agreement.

4. Termination of Sirsi ILS Agreement

City and LSSI understand and acknowledge that on the effective date of this Addendum that City is a party to a contract effective March 29, 2010, with SirsiDynix ("Sirsi") for the provision of integrated library system services to City at City's Library ("the Sirsi Contract"). LSSI agrees to pay to Sirsi the Cancellation Fee, up to a maximum of \$11,169.62, set forth in the Sirsi Contract on behalf of City, provided, however, if the Sirsi Contract does not authorize LSSI to make direct payment of the Cancellation Fee to Sirsi, City shall pay the Cancellation Fee to Sirsi, and LSSI shall reimburse the Cancellation Fee to City not later than five (5) business days after receiving request for reimbursement from City. City agrees to provide the notice of cancellation to Sirsi in accordance with the provisions of the Sirsi Contract as soon as reasonably possible after the Effective Date of this Addendum, but in no case prior to the date City's library system data has been successfully migrated to the Hosted Services and are usable by patrons and staff, as appropriate, at City's Library.

5. Term and Termination

This Addendum shall be effective on the date signed by representatives of all parties hereto and continue in force until the expiration or termination of the Agreement ("the Effective Date").

6. LSSI License and Return of Software

City's use of the Polaris ILS Software is allowed only in conjunction with the Hosted Services. City has no right to use the Polaris ILS Software for any other purpose at any time. No title or ownership of the Polaris ILS Software is transferred to City and the Polaris ILS Software remains the proprietary property of Polaris. If the Agreement expires or is terminated, City will return all Polaris ILS Software to LSSI.

7. Termination of LSSI Agreement with Polaris

Not later than two (2) business days after receipt by LSSI, LSSI shall provide City a copy of any notice received by LSSI from Polaris regarding the termination of the agreement between LSSI and Polaris regarding the right to license the Polaris ILS Software. In the event of termination of the agreement between Polaris and LSSI that authorizes LSSI to license the Polaris ILS Software to City, which termination results in a termination of City's rights to use the Polaris ILS Software, LSSI shall provide at no additional cost to City an alternative means of providing an integrated library system platform for City Library users and administration comparable to the Polaris ILS Software. In the event City (or LSSI on behalf of City) is unable to fully operate the City Library because City's data is not residing on any ILS platform due to the failure of LSSI to replace the Polaris ILS Software with another ILS platform or is otherwise inaccessible to City or LSSI employees for purpose of providing the services to City under the Agreement due to the failure of LSSI to replace the Polaris ILS Software with another ILS platform, such failure shall constitute a default under the Agreement and shall entitle City to a pro rata reduction in the fee to be paid by City to LSSI pursuant to Schedule A of the Agreement for each day that no ILS services are available to City.

8. Subject to Agreement

This Addendum constitutes additional terms and conditions of the Agreement, and shall be subject to the provisions of the Agreement. City and LSSI acknowledge and agree that the Agreement is in full force and effect.

SIGNED AND AGREED this 2nd day of May, 2012.

CITY OF FARMERS BRANCH, TEXAS

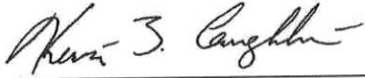
By: 

Gary D. Greer, City Manager

ATTEST:

  
Angela Kelly, City Secretary

APPROVED AS TO FORM:



City Attorney

SIGNED AND AGREED this \_\_\_\_ day of \_\_\_\_\_, 2012.

LIBRARY SYSTEMS AND SERVICES, LLC

By: \_\_\_\_\_  
Ronald A. Dubberly, CEO

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PAGE 4 | ADDENDUM TO LIBRARY SERVICES AGREEMENT BETWEEN  
LIBRARY SYSTEMS & SERVICES, LLC, AND THE CITY OF FARMERS BRANCH

13879821.2