

**CITY CLERK
ORIGINAL**

**C-8099
06/26/2011**

INTERGOVERNMENTAL
AGREEMENT

SERVICE LEVEL AGREEMENT FOR THE PURCHASE OF AND SUBSCRIPTION TO THE
POLARIS INTEGRATED LIBRARY SYSTEM

BETWEEN

Maricopa County Library District

and

City of Glendale

C-65-13-004-M-00

SERVICE LEVEL AGREEMENT

This Service Level Agreement ("Agreement") is entered into by and Maricopa County Library District, hereinafter called the COUNTY and the City of Glendale, hereinafter called the CITY hereinafter collectively referred to as the "Party" or "Parties."

RECITALS

WHEREAS, the Parties aim to provide a basis for close cooperation between the COUNTY and the CITY for the purchase of Polaris Integrated Library System ("Polaris"). Further, the COUNTY will provide migration, maintenance and support services to the CITY, thereby ensuring a reliable, secure, timely and efficient service and support is available to the CITY staff and end-users at the Glendale Public Library.

WHEREAS, the Parties are authorized to enter into this Agreement by A.R.S. §§ 11-201(A)(3) and A.R.S. § 48-3902(A).

THEREFORE, the purpose of this Agreement is:

- A. To create an environment which is conducive to a cooperative relationship between the COUNTY and the CITY to ensure the effective support of end users.
- B. To document the responsibilities of all parties taking part in the Agreement.
- C. To ensure that the COUNTY achieves the provision of a high quality of service for end users with the full support of the CITY.
- D. To define the commencement of the Agreement, its initial term and the provision for reviews.
- E. To define in detail the service to be delivered by the COUNTY and the level of service which can be expected by the CITY, thereby reducing the risk of misunderstandings.
- F. To define procedures and processes which the CITY should follow concerning troubleshooting, third party software integration, etc., including escalation procedures.
- G. To define the CITY's access to data, software and management tools for the independent operation of the Glendale Public Library.

GENERAL PROVISIONS

- 1. **Term.** The Agreement is effective upon execution by both Parties and will last eight years, until July 1, 2020. Any modification or amendment to the terms and conditions of this Agreement shall be approved by both Parties in writing.
- 2. **Termination.** Either Party may, with or without cause, terminate this Agreement by giving the other Party ninety (90) calendar days written notice of such termination. Upon termination of this Agreement, all property used in performing services under this Agreement shall be returned promptly to the Party owning or having the right to possess the same.
- 3. **Review Procedure.** This Agreement will be reviewed annually by the COUNTY and the CITY. The review will cover services provided, service levels and procedures. Any issue relating to this Agreement or the relationship between the CITY and the COUNTY received by either Party will be forwarded in writing and distributed concurrently to the signatories of this document. The intent is to ensure thorough, timely, and open resolution of all such problems.
- 4. **Amendment.** This Agreement supersedes all previous agreements between the Parties concerning Polaris. Nothing in this Agreement may be modified or waived except by written amendment, duly executed by both Parties.

5. **Description of Services.**
 - 5.1 Polaris Software/Licenses and Maintenance. The COUNTY will fund the purchase of a unique instance of Polaris and subscription services.
 - 5.2 Data Migration. The COUNTY will fund the migration of the CITY's current Horizon data, including acquisitions.
 - 5.3 Installation and Implementation. The COUNTY will fund the installation and implementation of a unique instance of Polaris and related products, including acquisitions.
 - 5.4 Software Support. The COUNTY will provide first line assistance in troubleshooting issues with Polaris and associated products including network connectivity and diagnosis.
6. **Pricing.** The COUNTY will provide hosting of Polaris and related products at no charge to the CITY.
7. **Support.**
 - 7.1 System Availability. Support for Polaris will be available during regular operating hours of the Glendale Public Library.
 - 7.2 Interruption of Services. Planned maintenance which may affect system availability should not be scheduled during the regular operating hours of the Glendale Public Library.
 - 7.3 Incident Reporting and Management. The CITY and the COUNTY will work cooperatively relating to software problems, questions or incidents. The COUNTY must make available to the CITY procedures for emergency support on weekends.
 - 7.4 System Access.
 - a. The Glendale Public Library System Administrator will perform all Polaris system administration duties.
 - b. The COUNTY will provide third-party vendors secure, temporary access, as needed, to the CITY for the installation, and maintenance of the database, etc. to vendors contracting with CITY for additional products/functionality. CITY will coordinate access with COUNTY a minimum of one (1) week in advance of scheduled access.
 - 7.5 Data Extraction.
 - a. The COUNTY acknowledges that the CITY is the owner of the data stored in its Horizon and Polaris ILS databases.
 - b. The COUNTY agrees to make available and assist in the extraction of the Glendale Public Library's data, including system access for third-party vendors contracting with the CITY, at no charge to the CITY at the termination of this Agreement.
8. **Insurance.** The Parties agree to secure and maintain insurance coverage for any and all risks that may arise out of the terms, obligations, operations, and actions as set forth in this Agreement, including but not limited to, public entity insurance. The acquisition of insurance or the maintenance and operation of a self-insurance program may fulfill the insurance requirement.
9. **Conflict of Interest.** Pursuant to the provisions of A.R.S. § 38-511, either Party may cancel the Agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of that Party is at any time while the Agreement or any extension thereof is in effect an employee of any other Party to the Agreement

in any capacity to any other Party to the Agreement with respect to the subject matter of the Agreement.

10. Indemnification.

10.1 To the extent permitted by law, the COUNTY covenants and agrees to indemnify, defend and hold harmless the CITY, its officers, employees, contractees and agents from and against any and all suits, actions, legal or administrative proceedings, claims, demands or damages of any kind or nature relating to this Agreement which are the result of any act or omission of the COUNTY, its officers, employees, contractees, agents and anyone acting under its direction or control, whether intentional or negligent, in connection with, or incident to, this Agreement.

10.2 To the extent permitted by law, the CITY covenants and agrees to indemnify, defend and hold harmless the COUNTY, its officers, employees, contractees and agents from and against any and all suits, actions, legal or administrative proceedings, claims, demands or damages of any kind or nature relating to this Agreement which are the result of any act or omission of the CITY, its officers, employees, contractees, agents and anyone acting under its direction or control, whether intentional or negligent, in connection with, or incident to, this Agreement.

11. Force Majeure. Neither Party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures or power failures.

12. Business in Sudan or Iran. Both Parties certify that under A.R.S. §§ 35-391 *et seq.* and 35-393 *et seq.*, that they do not have, and during the term of this Agreement will not have, "scrutinized" business operations, as defined in the proceeding statutory sections, in the countries of Sudan or Iran.

13. E-Verification of Employees. Both Parties warrant that they are in compliance with A.R.S. § 41-4401 and further acknowledge:

13.1 That they and each of their subcontractors, if any, warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214(A);

13.2 That a breach of a warranty under subsection 13.1 above shall be deemed a material breach of the Agreement that is subject to penalties up to and including termination of the Agreement;

13.3 That each Party retains the legal right to inspect the papers of any contractor or subcontractor employee who works on the Agreement to ensure that the contractor or subcontractor is complying with the warranty provided under subsection 13.1 above and that the contractor agrees to make all papers and employment records of said employee(s) available during normal working hours in order to facilitate such an inspection; and

13.4 That nothing herein shall make any contractor or subcontractor an agent or employee of either Party.

14. Terms and Conditions. This Agreement contains all the terms and conditions agreed to by the Parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto. Nothing in this Agreement shall be construed as a consent to any suit or waiver of any defense in a suit brought against the State of Arizona, the COUNTY, or the CITY in any State or Federal Court.

IN WITNESS WHEREOF, the Parties enter into this Agreement as of the 6 day of August, 2012.

MARICOPA COUNTY LIBRARY DISTRICT

By: May W Wilson
Chairman, Board of Directors

ATTEST:

[Signature]
Clerk of the Board 072512

This Agreement has been reviewed pursuant to A.R.S. § 11-952 *et seq.* by the undersigned attorney who has determined that it is in proper form and is within the power and authority granted under the laws of the State of Arizona.

[Signature]
Attorney for the COUNTY

CITY OF GLENDALE, an Arizona
municipal corporation

[Signature]
Ed Beasley, City Manager

ATTEST:

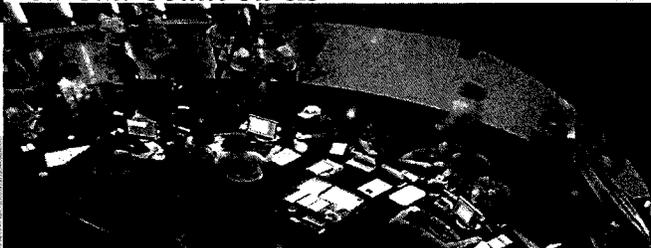
[Signature]
Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:

[Signature]
Craig Tindall, City Attorney

Maricopa County District Library
Maricopa, Arizona
on behalf of
Glendale Public Library
Glendale, Arizona

You Can Count on Us



POLARIS
LIBRARY SYSTEMS

Cost Proposal - Summary

Polaris ILS Software Licenses
Polaris ILS Server/Client Software
Includes:
<ul style="list-style-type: none"> • Polaris ILS Database, Z39.50 Server, SMTP for email notification, Remote Patron Authentication, System Administration, System Reports. • 118 Staff Client Licenses (inc. 3 for Inventory Manager) • Unlimited PAC access • SimplyReports x 5 licenses
Children's interface to PAC
Spanish language interface to PAC
Self-Check interface x 9 units
EDI for Acquisitions Setup/Training x 3 approved vendors
Mobile PAC
Phone Services - Outbound/Inbound x 4 lines
Collection Agency interface
URL Detective
MS Windows 2008 Client Access Device licenses x 118
Hardware and System Software
Phone Services Server & Software

Services (please see breakdown on the next page)
Database Services incl. Authority Control Processing
Implementation Services

Data Extraction/Migration

Pricing Schedule based upon statistics provided within the request for quotation.

Source: Horizon

Bibliographic record extraction
Authority record extraction
Item record extraction
Patron record extraction
Circulation record extraction
Fines and Blocks record extraction
Holds record extraction
Acquisitions Vendor Record Extraction
Bibliographic record Migration /Test Load/Final Load - 280,000 bibliographic records
Authority record Migration /Test Load/Final Load
Item record Migration/Test Load/Final Load - 800,000 records
Patron record Migration/Test Load/Final Load - 210,000 records
Circulation record Migration/Test Load/Final Load
Fines and Blocks record Migration/Test Load/Final Load
Holds record Migration/Test Load/Final Load
Acquisitions Vendor Record Migration/Test Load/Final Load

Authority Control Processing

Description
Project Management and Data Off-Load/Re-Load Fee:
Machine processing of LC name, subject, series, and uniform title headings, various MARC record update routines, ASCII file of non-matched headings, standard authority record generation. Also includes updating matched LC records to the most current MARC format coding conventions and AACR2 cataloging standards.
Est. 280,000 bib records @.065 per record

Implementation Services

Project Consultation:

2 Days On-Site Project Implementation Visit (includes expenses)

- Implementation process, Policy files creation, Data migration issues, Project planning, and Staff Client System Administration

PAC Branding (2 hour maximum - if additional time is required, that will be quoted separately at the rate of \$200/hour)

- Enable pre-programmed theme selection;
- Resize existing library logo;

2 Days On-Site "Go Live" assistance (includes expenses)

Polaris ILS Application Training/Consultation:

4 Days on-site training covering the following subsystems (includes expenses)

(To occur after system installation and initial database load)

Up to ten (10) trainees allowed per session.

- PAC
- Patron Services
- Cataloging

Polaris ILS Application Training/Consultation:

3 Days on-site training covering the following subsystems (includes expenses)

(To occur after system installation and initial database load)

Up to ten (10) trainees allowed per session.

- Acquisitions
- Serials

Polaris ILS System Administration:

3 days of Syracuse-based training covering the following:

- Introduction to Structured Query Language (SQL)
- Introduction to Microsoft SQL Report Services
- Custom SQL script creation
- Custom report creation using MS SQL Reporting Services

Site may send up to 2 staff to this class for \$3,300. Additional staff may attend for \$550 per person per day. Library will be responsible for all travel expenses.

Polaris ILS System Administration:

1 Day Web-based training covering the following:

- Polaris ILS System Administration Interface

Scheduled on a monthly basis. Library may re-take this class as many times as desired at no cost

Polaris ILS System Administration:

- SimplyReports - scheduled as a monthly group webinar. Library may re-take this class as many times as desired at no cost
- Authority Control in Polaris Webinar
- Inventory Manager Training via downloadable video

The following restrictions apply to all on-site training:

- A maximum of ten (10) trainees allowed per session. Additional charges apply for additional trainees. In no case shall the number of attendees in any session exceed 15 people, as the quality of training is negatively affected beyond this class size.
- Training must be scheduled such that a minimum of two training days occur in any calendar week (Monday-Friday)

Subscription Services
Enhanced Data Content for PAC

Component
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