

Written materials relating to an item on this agenda that are distributed to the legislative bodies within 72 hours before the item is to be considered at its regularly scheduled meeting will be made available for public inspection at the City Clerk's Office, 300 West Third Street 4th Floor during customary business hours. Agenda reports are also on the City of Oxnard web site at www.oxnard.org.



AGENDA
OXNARD CITY COUNCIL
COMMUNITY SERVICES COMMITTEE
Council Chambers, 305 West Third Street
September 10, 2019
Regular Meeting - 6:00 to 7:15 PM

A. ROLL CALL, POSTING OF AGENDA, FLAG SALUTE

B. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

At this time, the legislative body will consider public comments for a maximum of fifteen minutes. A person may address the legislative body only on matters not appearing on the agenda and within the subject matter jurisdiction of the legislative body. Speaker cards will not be accepted after the beginning of the general public comment period. Based on the number of speaker cards submitted, the presiding officer may impose time limits per speaker. Typically, speakers are limited to two minutes, but shorter time may be established as deemed necessary. A person not able to address the legislative body at this time because the fifteen minutes expires may do so just prior to adjournment of the meeting. The legislative body cannot enter into a detailed discussion or take action on any items presented during public comments at this time. Such items may only be referred to the City Manager for administrative action or scheduled on a subsequent agenda for discussion.

C. CONSENT AGENDA

1. City Clerk Department

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the Community Services Committee approve the minutes of the July 23, 2019 regular meeting as presented.

Contact: Michelle Ascencion, (805) 385-7805

D. REPORTS

1. Cultural & Community Services Department

SUBJECT: Agreement No. 8503-18-LI with Baker & Taylor, LLC for Purchasing, Cataloging, and Processing of Library Materials. (5/5/5)

RECOMMENDATION: That the Community Services Committee recommend that the City Council authorize the Mayor to execute Agreement No. 8503-18-LI for the total amount of \$570,000 with Baker & Taylor, LLC for three years for the purposes of purchasing library materials, cataloging, and processing.

Contact: Terrel Harrison, (805) 385-7994

In compliance with the Americans with Disabilities Act, if you require special assistance to participate in a meeting, please contact the City Clerk's Office at 385-7803. Notice at least 72 hours prior to the meeting will enable the City to reasonably arrange for your accessibility to the meeting.

Agenda Item time estimates: (Staff Presentation / Committee Discussion / Public Comment)

E. ITEMS FOR FUTURE AGENDAS

F. ADJOURNMENT

MINUTES
OXNARD CITY COUNCIL
COMMUNITY SERVICES COMMITTEE
Regular Meeting
July 23, 2019

A. ROLL CALL / POSTING OF AGENDA

At 6:00 p.m., Chair Ramirez called to order the regular meeting of the Oxnard City Council Community Services Committee in the City Hall Council Chambers at 305 W. Third Street, Oxnard, California. The City Clerk called the roll and announced the posting of the agenda. Members Gabriela Basua, Oscar Madrigal, and Chair Carmen Ramirez were present.

Staff members present were Alexander Nguyen, City Manager; Jason Zaragoza, Deputy City Attorney; and Michelle Ascencion, City Clerk.

B. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA (None received.)

C. CONSENT AGENDA

City Clerk Department

1. SUBJECT: Approval of Minutes.

RECOMMENDATION: That the Community Services Committee approve the minutes of the June 25, 2019 and July 9, 2019 regular meetings as presented.

It was moved by Member Basua, seconded by Member Madrigal, to approve the minutes as presented. VOTE: Basua, Madrigal, and Ramirez voted in favor; the motion carried 3-0.

D. REPORTS

City Manager Department

1. SUBJECT: Input on the Request for Proposals (RFP) for an Operator for the Performing Arts and Convention Center.

RECOMMENDATION: That the Community Services Committee Review and provide input on the scope of services for the Request for Proposals (RFP) for a Performing Arts and Convention Center (PACC) Operator.

The City Manager gave a report. Public comments were received from Manuel Herrera, Vincent Stewart, Michael Doty, Gary Blum, and Roy Prince. Discussion ensued among the Committee and staff, with Committee members providing their feedback on marketing and advertising, financials, management and operations, retaining the board of directors, the facility's self-sufficiency, programming, the PACC's availability to the community, soliciting community input, and comparing how other cities' performing arts centers are operated.

E. ITEMS FOR FUTURE AGENDAS (No requests were made.)

F. ADJOURNMENT

There being no further business on the agenda, and without objection, Chair Ramirez adjourned the meeting at 6:50 p.m.

MICHELLE ASCENCION, CMC
City Clerk

CARMEN RAMIREZ
Chair



**COMMUNITY SERVICES COMMITTEE
AGENDA REPORT
REPORTS
AGENDA ITEM NO. D.1.**

DATE: September 10, 2019

TO: Community Services Committee

FROM: Terrel Harrison, Cultural & Community Services Director, (805) 385-7994,
terrel.harrison@oxnard.org

SUBJECT: Agreement No. 8503-18-LI with Baker & Taylor, LLC for Purchasing, Cataloging, and Processing of Library Materials. (5/5/5)

RECOMMENDATION

That the Community Services Committee recommend that the City Council authorize the Mayor to execute Agreement No. 8503-18-LI for the total amount of \$570,000 with Baker & Taylor, LLC for three years for the purposes of purchasing library materials, cataloging, and processing.

BACKGROUND

This Agreement is for the purchase of library materials, cataloging, and processing for the Oxnard Public Library system (the Main Library and two additional branches). All other public libraries in the County, and with similar service levels as Oxnard Public Library, use a library materials vendor to keep pace with the needs of the community. One vendor who provides all of these services is standard for public libraries and creates efficiencies while providing patron requested materials consistently throughout the year. The benefits of one vendor purchasing allows the Oxnard Public Library to efficiently meet the library material needs and requests of the community.

Each year Oxnard Public Library adds approximately 10,000 items to its Collection via its primary book vendor which provides materials discounts to the City due to the fact that they purchase materials in volume for over 1,500 libraries nationwide. Baker & Taylor, LLC primarily works with public libraries as opposed to retail outlets and has provided materials in the publishing industry since 1828. The material types Oxnard Public Library purchases may include books, music CDs, DVDs, books on CD, Large Print books, and graphic novels, all in multiple languages as well as many bilingual materials. Items are focused on all audiences, pre-readers up to seniors.

A materials vendor not only is able to provide the materials at a discount, but also processes the materials so that they are “shelf ready” when received at the Library. Cataloging is also provided for each item. Processing time and costs are reduced by using a vendor who is able to mass process, catalog, and purchase materials. Such items as Best Sellers are received automatically on release dates. Cataloging records are downloaded instantaneously to the Library’s database (online catalog) allowing patrons to know what is available as soon as it is ordered. Libraries do not purchase materials from retail vendors as the processing and cataloging is not a service retail outlets provide.

The previous materials vendor agreement expired on December 31, 2018. Public Library materials vendors were surveyed. There are two major public library book vendors in the country able to provide the level of service needed for Oxnard Public Library: Ingram Library Services and Baker & Taylor, LLC. The Ventura County Library System had recently finalized a Request for Proposal in October 2018 with Baker & Taylor, LLC. In November 2018, the City of Oxnard began the agreement piggy-backing process with the County of Ventura Library System.

The funding source for the purchase of these materials is the Library Reference Materials Line item. This line item pays for all physical materials and processing in the Library, except for periodicals.

STRATEGIC PRIORITIES

This agenda item supports the Quality of Life strategy. The purpose of the Quality of Life strategy is to build relationships and create opportunities within the community for safe and vibrant neighborhoods, which will showcase the promising future of Oxnard. This item supports the following goals and objectives:

Goal 1. Improve community safety and quality of life through a combination of prevention, intervention, and suppression efforts that address crime and underlying issues.

This agenda item supports the Organizational Effectiveness strategy. The purpose of the Organizational Effectiveness strategy is to strengthen and stabilize the organizational foundation of the City in the areas of Finance, Information Technology, and Human Resources, and to improve workforce quality while increasing transparency to the public. This item supports the following goals and objectives:

Goal 3. Focus on creating a culture of learning and talent development that will lead to a quality workforce which meets the needs of our community.

This agenda item supports the Economic Development strategy. The purpose of the Economic Development strategy is to develop and enhance Oxnard's business climate, promote the City's fiscal health, and support economic growth in a manner consistent with the City's unique character. This item supports the following goals and objectives:

Goal 2. Enhance business development throughout the City.

Objective 2a. Develop a strong citywide economy which attracts investment, increases the tax base, creates employment opportunities, and generates public revenue.

FINANCIAL IMPACT

The estimated annual need per fiscal year is \$190,000, for a three year total of \$570,000. There is sufficient funding in General Fund Library Reference and Material in the FY19-20 Budget (101-5403-805.81-12 and 101-5411-805.81-12) to cover the anticipated needs of year one from the agreement.

Prepared by: Sofia Kimsey, City Librarian

ATTACHMENTS

1. Agreement 8503-18-LI Baker & Taylor
2. Ventura County Notice of Intent to Award RFP #5829
3. Baker & Taylor Agreement No. 8503-18-LI PowerPoint

**AGREEMENT FOR PROFESSIONAL SERVICES
COVER PAGE**

- (1) Agreement Start Date: July 1, 2019
- (2) Vendor: Baker & Taylor, LLC
- (3) Services: Library Materials, Cataloging, Processing for Books and Audio Visual Services to the Oxnard Public Library
- (4) Schedule of Services: This is a Three (3) Year Agreement
- (5) Agreement Ending Date: 06/30/2022
- (6) Total Agreement Amount: \$190,000 per Fiscal Year and Not to Exceed \$570,000 in Aggregate
- (7) City's Project Manager: Sofia Kimsey, City Librarian
- (8) Vendor's Project Manager: Jane Herb, Business Development Manager, Public Libraries
- (9) Insurance Coverage: INS-B
- (10) Addresses for Notice:

FOR VENDOR:
2550 West Tyvola Road, Suite 300
Charlotte, NC 28217
Attn: Jane Herb, Business Development Manager
Jane.Herb@baker-taylor.com

FOR CITY:
251 South A Street
Oxnard, CA 93030
Attn: Sofia Kimsey, City Librarian

Lee Ann Queen, Director-Pricing Services
bids@baker-taylor.com

- (11) Contact Emails:

VENDOR'S PROJECT MANAGER:
jane.herb@baker-taylor.com
Jane Herb, Business Development Manager

CITY'S PROJECT MANAGER:
Sofia.kimsey@oxnard.org
Sofia Kimsey, City Librarian

The Agreement for Trade Services is attached hereto and incorporated herein by this reference. The following exhibits are also attached hereto and incorporated herein by this reference into the Agreement:

- ☒ Scope of Services Exhibit
- ☒ Rates and Costs Exhibit
- ☒ Insurance Exhibit (INS-B)
- ☒ Third Party Cataloging and Record Processing Agreement Exhibit

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is entered into in Ventura County, California, on the date that is written as "(1) Agreement Start Date" on the Cover Page, which is attached hereto and incorporated herein by this reference. This Agreement is entered by and between the City of Oxnard ("City") and the person or entity listed as "(2) Consultant" on the Cover Page, for good and valuable consideration, subject to the following terms and conditions:

1. **Scope of Services.** Consultant shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Consultant shall provide the Services during the term of this Agreement, as set forth below, according to the schedule written as "(4) Schedule of Services" on the Cover Page, and as further explained in the Scope of Services Exhibit, which is attached hereto and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and any incorporated document(s), the terms of this Agreement shall control.

2. **Standard of Performance.** Consultant shall undertake and complete the Services to conclusion using the standard of care, skill and diligence normally provided by a professional person in the performance of similar consulting services.

3. **Correction of Errors.** Consultant shall correct, at its expense, all errors which may be disclosed during review of the Services. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be paid by Consultant.

4. **Term.** This Agreement shall begin on the date that is written as "(1) Agreement Start Date" on the Cover Page and shall end on the date that is written as "(5) Agreement Ending Date" on the Cover Page. Time is of the essence in this Agreement.

5. **Compensation.** For the Services performed during the term of this Agreement, City shall pay Consultant an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in Rates and Costs Exhibit shall be in effect through the end of this Agreement. Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing the Services.

6. **Invoices.** Invoices will be generated with each prepared shipment, detailing the contents of the shipment. Payment terms are net 30 days from the date of invoice. Monthly statements provide account balance information, in total.

7. **Acceptance of Payment.** Consultant's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to the Services. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Consultant for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Consultant and its employees, agents and subcontractors. Consultant shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. Any taxes applicable to purchases made by and invoiced to City or City Library will be the responsibility of the City. Taxes will appear on each invoice; Consultant will collect and remit taxes as appropriate. Alternatively, City may provide direct pay permit information to Consultant prior to purchase.

8. **Non-binding Terms.** Any terms and conditions that are typed, printed, or otherwise included in any Consultant invoice rendered pursuant to this Agreement shall be deemed to be solely for the convenience of the parties. No such term or condition shall be binding upon City, and no action by City (including, without limitation, the payment of any such invoice in whole or in part) shall be construed as binding City with respect to any such term or condition, unless the specific term or condition has been previously agreed to by Consultant and City in this Agreement or in a binding amendment thereto.

9. Non-Appropriation of Funds. Payments to be made to Consultant by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which City appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

10. Coordination of Services. The Services shall be coordinated with the person in the position listed in "(7) City's Project Manager" on the Cover Page, subject to the direction of the City Manager and Department Director. Consultant hereby designates the person in the position listed in "(8) Consultant's Project Manager" on the Cover Page as the person responsible for the Services who shall coordinate with City's Project Manager in making binding decisions in line with this Agreement on behalf of Consultant.

11. Personnel. Consultant represents that it has, or shall secure at its own expense, all personnel required to perform the Services. Any person who performs engineering services pursuant to this Agreement shall be licensed as a Civil Engineer by the State of California and in good standing. Consultant shall make reasonable efforts to maintain the continuity of Consultant's staff who are assigned to perform the Services. Consultant may associate with or employ associates or subcontractors in the performance of the Services, but at all times shall Consultant be responsible for its associates and subcontractors' labor, advice or materials provided in furtherance of providing the Services. Should any of Consultant's employees, assigns or subcontractors not conduct him- or herself appropriately, as determined by the City's Project Manager, in the process of providing the Services or any portion thereof, the City's Project Manager may notify the Consultant's Project Manager, who shall immediately handle the problem, as determined appropriate by him or her, such that the problem does not persist.

12. Additional Work. City may request additional specified work under this Agreement. The City's Project Manager must authorize all such work in writing before commencement. Consultant shall perform such work, and City shall pay for such additional work, in accordance with Rates and Costs Exhibit. Should the work not fall under any such listed rate or cost, Consultant shall submit a quote for all additional work, which the City's Project Manager must approve in writing by before any such work may commence. The City shall compensate Consultant for any work that does not fall under a rate or cost listed in the Rates and Costs Exhibit, and for which Consultant did not obtain the City's Project Manager's written approval before work commenced, as determined by the City's Project Manager in his or her sole discretion.

13. Advertising and Publicity. Consultant shall not use the name of or refer to City directly or indirectly in any advertisement, news release, or professional or trade publication without prior written approval from the City Manager. This Section shall survive the termination of this Agreement for five years from such date.

14. Audit. City shall have the option of inspecting, auditing and/or reproducing all records and other written materials: used by Consultant in preparing its billings to City as a condition precedent to any payment to Consultant; or for other purposes relating to the Agreement. Consultant will promptly furnish all documents requested by City. Additionally, if this Agreement is in excess of \$10,000, the State Auditor may examine and audit Consultant for a period of three years after final payment under the Agreement. Regardless of whether a State audit is permitted, Consultant shall maintain and preserve all such records for a period of at least three years after final payment under the Agreement or until an audit, initiated in the three-year period has been completed and accepted by City, whichever occurs later. Consultant shall maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead; total costs reimbursed not to exceed \$1,500.00. Consultant shall include a copy of this Section in all contracts with its subcontractors, and Consultant shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or City.

15. Termination. City may terminate this Agreement at any time, with or without cause and without penalty, upon 15 days prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 10 calendar days from the date of delivery or mailing of such notice. Consultant may terminate this Agreement at any time, with or without cause and without penalty, upon 30 days prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 10 calendar

days from the date of delivery or mailing of such notice and only if all assignments accepted by Consultant have been completed before the date of termination. In the event of termination of this Agreement by either party due to no fault or failure of performance by Consultant, City shall pay Consultant compensation for all Services satisfactorily completed in accordance with all of the terms and provisions of this Agreement, as determined by the City, before the effective date of termination; provided, in no event shall the Consultant receive an amount exceeding that which would have been paid to Consultant for the full performance of the Services.

16. Hold Harmless, Defense and Indemnity.

- a. If Consultant provides any architectural, landscape architectural, engineering or land surveying ("design professional") services, to the maximum extent permitted by law, Consultant shall hold harmless, defend, and indemnify City, its legislative and advisory bodies, and the City's officials, directors, officers, employees, and agents (collectively, "Indemnitees") from and against any and all claims, demands, causes of action, damages, injuries, liabilities, losses, penalties, fines, judgments, costs or expenses, including reimbursement of attorneys' fees, court costs and costs of alternative dispute resolution, including but not limited to those relating to death or injury to any person and injury to any property (collectively, "Claims"), to the extent that the Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant or of any of its officers, employees, subcontractors or agents in the performance of the Agreement or in the failure to comply with any of the obligations contained in this Agreement. Consultant's obligation to defend is a separate and distinct obligation from Consultant's duty to indemnify and applies through final judgment, including exhaustion of any appeals. Consultant shall be obligated to defend Indemnitees in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney, to the extent required herein immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of any of the Indemnitees.
- b. If Consultant provides no design professional services, to the maximum extent permitted by law, Consultant shall hold harmless, defend and indemnify the Indemnitees from and against any and all third party claims, which arise out of, pertain to, or relate to the performance of this Agreement, or the failure to comply with any of the obligations contained in this Agreement, by Consultant or of any of its officials, directors, officers, employees, subcontractors, or agents. City will make best efforts to provide notification to Consultant of any third party claims within five days of City's receipt thereof. Consultant's obligation to defend is a separate and distinct obligation from Consultant's duty to indemnify and applies through final judgment, including exhaustion of any appeals. Consultant shall be obligated to defend Indemnitees in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney, immediately upon tender to Consultant of the third party claim in any form or at any stage of an action or proceeding. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of any of the Indemnitees.
- c. The review, acceptance or approval of Consultant's work or work product by any of the Indemnitees shall not affect, relieve or reduce Consultant's indemnification or defense obligations. This Section 16 shall survive for the period of the applicable statute of limitations for a claim of this nature.

17. Insurance. Consultant shall obtain and maintain during the performance of any services under this Agreement the insurance coverages listed within the insurance document stated in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit, which is attached hereto and incorporated herein by this reference, unless the City's Risk Manager waives, in writing, the requirement that Consultant obtain and maintain such insurance coverages. Consultant shall, before performance of any Services, file with the City's Risk Manager evidence of insurance coverage as specified in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit. Maintenance of insurance coverages by Consultant is a material element of this Agreement. Consultant's failure to

maintain or renew insurance coverages or to provide renewal evidence, and any lapse in insurance coverage, may be considered a material breach of this Agreement.

18. Documents and Materials.

- a. All final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data, photographs, specifications, information, images, video files, media, or other deliverables prepared, created, drawn, calculated, photographed or developed by Consultant pursuant to this Agreement ("Documents and Materials") shall be the City's property without restriction or limitation upon its use, duplication or dissemination. All Documents and Materials shall be considered "works made for hire," and all Documents and Materials and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of the City without restriction or limitation upon their use, duplication or dissemination by the City. Consultant shall not obtain or attempt to obtain copyright protection as to any Documents and Materials. Consultant hereby assigns to the City all ownership and any and all intellectual property rights to the Documents and Materials that are not otherwise vested in the City pursuant to this Section 18.
- b. Consultant shall deliver all Documents and Materials to City's Project Manager upon completion of the Services or termination of this Agreement without additional cost or expense to the City. Additionally, anytime at City's request, City shall be entitled to possession of, and Consultant shall furnish to City's Project Manager within 10 calendar days, any or all of the Documents and Materials without additional cost or expense to the City. In both situations, if Consultant prepares Documents and Materials on a computer, Consultant shall provide City with said Documents and Materials both in a printed format and in an electronic format that is acceptable to the City. Consultant may retain copies of these Documents and Materials but must request permission from the City before use, duplication or dissemination of these Documents and Materials for any purpose other than for the Services provided to the City pursuant to this Agreement.
- c. Any substantive modification of the Documents and Materials by City staff or any use of the completed Documents and Materials for other City projects, or any use of incomplete Documents and Materials, without the written consent of Consultant, shall be at City's sole risk and without liability or legal exposure to Consultant.
- d. Consultant warrants and represents that it has secured all necessary licenses, consents or approvals to use any instrumentality, thing or component as to which any intellectual property right exists, including computer software, used in the rendering of the Services and the production of all Documents and Materials, and that the City has full legal title to and the right to use, duplicate or disseminate the Documents and Materials. Consultant shall defend, indemnify and hold Indemnitees harmless from any loss, claim or liability in any way related to a claim that City's use of any of the Documents and Materials is violating federal, state or local laws, any contractual provisions, or any laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights and/or interests in products or inventions. Consultant shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the services and Documents and Materials. In the event the use of any of the Documents and Materials by the City is held to constitute an infringement and the use of any of the same is enjoined, Consultant, at its own expense, shall: secure for City the right to continue using the Documents and Materials by suspension of any injunction, or by procuring a license or licenses for City; or modify the Documents and Materials so that they become non-infringing while remaining in compliance with the requirements of this Agreement.
- e. This Section 18 shall survive the termination of this Agreement for the term of the retention period detailed in the CPRA effective this date (April 15, 2019).

19. Confidentiality of Information.

- a. For the purposes of this Agreement, "confidential information" means all data or information, in whatever form transmitted, relating to the past, present or future business affairs of the City, including without limitation, (i) technical information, including patent, copyright, trade secret, and other proprietary information, techniques, sketches, drawings, models, inventions, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulas;

or (ii) non-technical information, including without limitation finances, financial and accounting data and information, suppliers, customers, customer lists, purchasing data and any other information belonging to the City, or to a third party whose information is in the City's possession or control under obligations of confidentiality, and which is disclosed to Consultant or is developed by Consultant in whole or in part at the City's expense.

- b. Said data or information constitutes confidential information pursuant to California Government Code Sections 6254(e), 6254(k), 6254(aa), 6254.9, 6254.16, 6254.18 and 6255, which exempts the City's internal programs and network structure and information regarding infrastructure and customer information from disclosure under the California Public Records Act (California Government Code Sections 6250 through 6276.48) ("CPRA"). Without in any way affecting the confidential nature of the information, the City will provide the requested information to the Consultant pursuant to the terms of this Agreement, and the City's disclosure shall not constitute a public disclosure pursuant to Government Code Section 6254.5.
- c. All confidential information shall not be reproduced, transmitted, disclosed or used by the Consultant without the written consent of the City, except as may be necessary for Consultant to fulfill its obligations to the City.
- d. Notwithstanding the above, these limitations shall not apply to information that (i) is already known to Consultant at the time of that information's disclosure or becomes publicly known through no wrongful act or omission of Consultant, (ii) is communicated to a third party with the express written consent of City and is not subject to restrictions on further use or disclosure, (iii) is independently developed by Consultant and has no relation to this Agreement, or (iv) is required by law, court order, court-issued subpoena or other legal process to be disclosed; provided, however, that before making such disclosure, Consultant shall immediately provide City with written notice and a reasonable opportunity for City to object to the disclosure or to take action to maintain the confidentiality of the information, unless such prior disclosure is legally impermissible.
- e. Consultant shall use reasonable care to protect the confidential information. In the event of a breach or threatened breach of this Agreement, City shall be entitled to obtain an injunction prohibiting any such breach, the costs of which shall be paid by Consultant. Any relief granted shall be in addition to and not in lieu of any other legal or equitable relief, including money damages.
- f. Other than an obligation upon the City to deal in good faith, the City makes no warranties and shall bear no liability or responsibility for errors or omissions in any confidential information disclosed under this Agreement or for any business decisions made by Consultant in reliance on any confidential information disclosed under this Agreement.
- g. Consultant will use the confidential information solely for the limited purposes of the Services.
- h. Except as otherwise agreed upon by the Parties, Consultant shall maintain physical custody or control over all confidential information obtained by it and shall be responsible for ensuring that such confidential information is not disclosed.
- i. Without prejudice to the rights and remedies otherwise available to City, Consultant acknowledges and agrees that: the confidential information is valuable to City, unique, and contains sensitive information; a breach of this Agreement could cause irreparable harm to City; and that City could be entitled to seek injunctive relief, specific performance or both if Consultant breaches or threatens to breach any of the provisions of this Agreement.
- j. All confidential information shall remain the property of City. Following Consultant's completion of the Services, Consultant shall promptly destroy all such confidential information in its possession or control and certify such destruction to City in a writing signed by an authorized representative.
- k. This Section 19 shall survive the termination of this Agreement for the term of the retention period detailed in the CPRA effective this date (April 15, 2019).

20. Independent Contractor. Consultant is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of Consultant or any of its employees, except as stated in this Agreement. Consultant has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting Consultant, and it is free to dispose of all portions of its time which it is not obligated to

devote to City in such a manner and to such persons, firms, or corporations as Consultant wishes except as expressly provided in this Agreement. This Agreement shall not be interpreted to prevent or preclude Consultant from rendering any services for Consultant's own account or to any other person or entity as Consultant in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services Consultant shall perform for the City. Except as City's Project Manager specifies in writing, Consultant and its employees and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. Consultant and its employees are not employees of City. Consultant and its employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, and health, life, dental, long-term disability and workers' compensation insurance benefits. Consultant shall not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Any taxes applicable to purchases made by and invoiced to the City or City Library will be the responsibility of the City. Taxes will appear on each invoice; Consultant will collect and remit taxes as appropriate. Alternatively, City may provide direct pay permit information to Consultant prior to purchase. Consultant shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Consultant's subcontractors, material suppliers, directors, officers, employees, agents and representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable.

21. **Nondiscriminatory Employment.** Consultant shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sex, sexual orientation, age, immigration status, citizenship or military and veteran status. Consultant understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Consultant shall be responsible for such subcontractor's compliance with this Section.

22. **Consultant's Representations.** Consultant represents, covenants and guarantees that: a) Consultant is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the Services in accordance with the terms and conditions set forth in this Agreement; b) there are no obligations, commitments, or impediments of any kind that will limit or prevent Consultant's full performance under this Agreement; c) to the extent required by the standard of practice, Consultant has investigated and considered the scope of Services performed, has carefully considered how the Services should be performed, and understands the facilities, difficulties and restrictions attending performance of the Services under this Agreement.

23. **Compliance with Laws.** In performing the Services under this Agreement, Consultant shall comply with all applicable laws, ordinances and regulations. Before providing any Services under this Agreement, Consultant shall, at its own expense, obtain and maintain all required certificates, licenses and permits, including a City business tax certificate.

24. **Conflict of Interest.** If, in performing the Services set forth in this Agreement, Consultant makes, or participates in, a "governmental decision" as described in Title 2, Section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Consultant shall be subject to City's conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Consultant's personnel providing the Services set forth in this Agreement. Furthermore, Consultant shall not to accept any employment or representation during the term of this Agreement or within 12 months after completion of the Services which is or may likely make Consultant "financially interested," as provided in California Government Code Sections 1090 and 87100, in any decisions made by City on any matter in connection with which Consultant has been retained pursuant to this Agreement.

25. **Fictitious Name.** If Consultant has a fictitious name, Consultant shall submit to City a new Fictitious Business Name Statement approved by any California county before Consultant's prior Fictitious Business Name Statement expires if such expiration may occur during the term of this Agreement, including any term amendment.

26. Non-Assignability. This Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's personnel's unique competence, experience, and specialized personal knowledge. Consultant shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City's prior written consent, which may be withheld for any reason or for no reason at all. Any purported assignment without written consent shall be null, void, and of no effect, and Consultant shall hold harmless, defend and indemnify Indemnitees from and against all Claims arising from or relating to any unauthorized assignment.

27. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Consultant.

28. Applicable Law; Venue. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to the Agreement shall be in the Ventura County Superior Court.

29. Titles. The titles used in this Agreement are for convenience only and shall in no way define, limit or describe the scope or intent of this Agreement or any part of it.

30. Force Majeure. Neither City nor Consultant shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include but are not be limited to acts of God, riots, acts of war, epidemics, fire, earthquakes, or other disasters.

31. Authority. Any person executing this Agreement on behalf of Consultant warrants and represents that s/he has the authority to execute this Agreement on behalf of Consultant and to bind it to the performance of these obligations.

32. Binding Agreement. The parties do not intend this Agreement to be binding upon them and shall not be held liable to its terms until it is fully executed by all required signers.

33. Cumulative Remedies. All rights and remedies of City herein shall be in addition to all other rights and remedies available at law or in equity, including, without limitation, specific performance for the enforcement of this Agreement, and temporary and permanent injunctive relief.

34. Integration; Amendment. This Agreement, including any other documents incorporated herein by specific reference, constitutes the entire and integrated agreement of City and Consultant regarding the subject matter described herein. This Agreement supersedes all prior oral or written communications, negotiations, representations, agreements and promises. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing, signed by both parties, that expressly refers to this Agreement.

35. Construction. In the event of any asserted ambiguity in or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or who drafted the Agreement in whole or in part.

36. No Waiver. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Consultant constitute or be construed as a waiver by City of any breach of covenant, or any default that may then exist on the part of Consultant, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

37. Attorneys' Fees. The prevailing party shall be entitled to recover reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney's Office) and expenses, including investigation fees and expert witness fees, in addition to any other relieve to which that party may be entitled, in any legal action or other proceeding, including an action for declaratory relief, for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement.

38. Notice. Except as otherwise required by law, a notice or communication authorized or required by this Agreement shall be in writing and shall be deemed received—on (a) the day of delivery if delivered by hand or overnight courier service during City’s regular business hours or (b) the third business day following deposit in the United States mail, postage prepaid—to the addresses listed as “(10) Addresses for Notice” on the Cover Page or at such other address as one party may notify the other in writing.

39. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email to Project Managers’ emails listed in “(11) Contact Emails” on the Cover Page and to the email addresses listed in “(10) Addresses for Notice” or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

40. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date that is written as “(1) Agreement Start Date” on the Cover Page.

CITY OF OXNARD

BAKER & TAYLOR, LLC

☒ Tim Flynn, Mayor¹ _____ Date _____

Lee Ann Queen² _____ Date _____
Director of Pricing Services

Stephanie Kremer _____ Date _____
Director, Pricing Services

ATTEST:

Michelle Ascencion _____ Date _____
City Clerk (only if Mayor signs)

APPROVED AS TO FORM:

Stephen M. Fischer _____ Date _____
City Attorney (always required)

¹ The City Council must authorize and the Mayor must sign any agreement over \$200,000 annually. The City Manager may authorize and sign any agreement over \$100,000 but up to \$200,000 annually. The Purchasing Manager may authorize and sign any agreement up to \$100,000 annually. A Buyer may authorize and sign any agreement up to \$25,000 annually.

² The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

SCOPE OF SERVICES EXHIBIT

1.0 Vendor shall provide books, CDs and music titles from small and hard to find publishers. The City shall be utilizing Vendor's vast publisher and title database, including but not limited to, a wide variety of low demand and small print run titles from associations and limited edition, prepayment, and non-returnable publishers.

1.1 Vendor shall provide to the City its Enhanced Services Program ("ESP") with access to millions of active book titles representing over 66,000 imprints.

1.2 The Vendor's "ESP" program shall include:

- a. Follow-up of all publisher orders, improving the speed of delivery of all titles to the library
- b. Provide hundreds of small non-commercial publishers formerly considered apply direct by the book industry
- c. Provide reporting capabilities by providing order status reports for 100% of all titles not yet published and by supplying anticipated publication release dates for all out of stock items

1.3 The ESP category includes material where Vendor receives no discount from the publisher or prepayment is required by the publisher or books of small, limited in demand and/or non-commercial publishers. Any publisher which is not in compliance with Vendor's purchasing requirements would be in this category. Materials in this category may be of any binding. These titles will be invoiced at list price.

1.4 If the City is concerned about purchasing these types of titles, Vendor's Title Source 360™ for Windows can assist the librarian in researching a particular item's category and format. Surcharge titles will appear with a Y or Q in the discount code field. Additionally, you may contact your Customer Service representative or Information Services via phone, fax, or email (btinfo@baker-taylor.com) to determine surcharge titles before placing an order.

2.0 Category Definitions

Vendor shall provide products to the City at a discounted rate which is located in the Rates and Costs Exhibit 3.0 Discount Terms and Conditions of Sale.

2.1 Adult Trade Hardcover Editions (0, C) (may include some spoken word audio materials)

High demand materials from widely distributed publishers designed for the general consumer, usually dealing with a subject matter having broad mass appeal. These titles are typically released in hardback and can be either fiction or current non-fiction. Publisher promotional/media expenditures and print runs are customarily higher for these titles than for most others. Inventory is maintained with preferred stock status (regularly stocked in three to four major warehouses).

2.2 Juvenile Trade Hardcover Editions (J)

High demand, juvenile materials from widely distributed publishers designed for the general consumer, usually dealing with a subject matter having broad mass appeal. These titles are typically released in hardback and can be either fiction or current non-fiction. Publisher promotional/media expenditures and print runs are customarily higher for these titles than for most others. Inventory is maintained with preferred stock status (regularly stocked in three to four major warehouses).

2.3 Adult Quality Paperback Editions (B, C)

High demand paperback materials from widely distributed publishers, other than the standard rack size paperback, typically found in bookstores and other retail outlets. Inventory is maintained with preferred stock status (regularly stocked in three to four major warehouses).

2.4 Juvenile Quality Paperback Editions (G)

High demand, juvenile paperback materials from widely distributed publishers, other than the standard rack size paperback, typically found in bookstores and other retail outlets. Inventory is maintained with preferred stock status (regularly stocked in three to four major warehouses).

2.5 Mass Market Paperback Editions (P)

A standard rack size paperback typically found in bookstores or other retail outlets

2.6 Single Edition Reinforced (R)

A high quality binding designed to provide a long shelf life in a heavy use environment. Although the binding is fanned and glued it may not be sewn, which is typically found in the publisher library edition. Subject content can include both fictional and non-fiction works appealing to juveniles as well as adults. These bindings are identified by the publisher to Vendor.

2.7 Publisher Library Editions (Z)

Fiction as well as non-fiction materials appealing to both juveniles and adults, designed with the rugged durability required of the environment typically found in a library setting. Publisher Library Editions are traditionally of the highest quality, usually fanned, sewn and glued to provide the greatest possible shelf life of any binding. These bindings are identified by the publisher to Vendor.

2.8 University Press Trade Editions (A) (may include some spoken word audio materials)

This category would include any University Press Trade Editions, both adult and juvenile, and are subject to publisher reclassification.

2.9 Text, Technical, Reference, Small Press, and/or Titles of Limited Demand (S, X, N, L, M, V, T, U, W, Letter O, 1, 4, 5, 6, 7, 8)

Category of materials includes, but is not limited to, text, technical, reference, professional medical, small press, and some university press titles (excluding University Press Trade Editions). It includes titles purchased from publishers on a non-returnable basis, those publishers that extend little discount to Vendor, and publishers whose titles have limited sales volume based upon a semi-annual review. It includes individual titles which do not qualify for preferred stock status (based upon a quarterly review) and individual titles which qualify for preferred stock status, but have limited demand (calculated over a rolling 12 month period). Additionally, any publisher which is not in compliance with some of Vendor's purchasing requirements could be in this category. Materials in this category are both adult and juvenile, may be of any binding and may include some spoken word audio materials.

2.10 Imported English and Non-English Language Editions (F,K,3)

Titles produced and distributed outside of the domestic US. These titles may be of any binding type and represent various publishers.

2.11 Enhanced Service Program Titles (Y/Q)

This category includes materials where Vendor receives no discount from the publisher, or prepayment is required by the publisher, or publishers which have restrictions on returns, or books of small or non-commercial publishers with limited sales volume based upon a semi-annual review. Any publisher which is not in compliance with Vendor's purchasing requirements would be in this category. Materials in this category may be of any binding. These titles will receive no discount and are subject to a service charge.

2.12 Spoken Word Audio (H)

Materials designed for the general consumer, usually dealing with a subject matter having broad mass appeal. These titles can be either fiction or current non-fiction.

2.13 Board Books (I)

Durable materials from widely distributed domestic publishers designed for young children; pages are manufactured of heavy gauge cardboard to prevent tearing. These editions typically feature few pages, simple themes and colorful illustrations or photographs.

2.14 Novelty Items/Activity Books (I)

Specially packaged gift set or novelty item related to a book product or attached as an accessory to a book product. These items would include a book with toy, rag books, washable cloth books, books with accessories or kits, electronic sound books, sticker books, tracing books or coloring books. This category also includes any non-book merchandise such as model kits, hobby kits, flash cards or jigsaw puzzles.

2.15 Special Programs (D and E as indicated in the Discount Terms and Conditions of Sale)

Programs, formats, or editions offered only by Vendor or not included in any other category. These programs include but may not be limited to PawPrints and Turtleback editions.

3.0 Ordering System

The Vendor shall waive all costs associated with the ordering system. All logins will be provided to staff for ordering purposes at no additional cost.

4.0 Freight

The Vendor shall waive all costs for freight/shipping.

5.0 Definitions

- a. Publisher's list price is subject to change without notice.
- b. Except where otherwise noted, book discounts are applied to current publisher's list price at the time of shipment.
- c. Vendor reserves the sole right to be the final determinant of product categories, category definitions and price indicators. The discounts vary based on this determination.
- d. Titles are categorized by Vendor for pricing purposes by considering the binding, general marketing categories, demand for certain titles, preferred stock status, cost of acquisition, cost of distribution, and the size or type of publisher, as well as factors related to relationships with publishers such as shipping terms, payment terms, publisher's discount, return-ability to publishers and other factors.

- e. Product categories, category definitions and price indicators are subject to change at Vendor's sole discretion, without notice, based upon the above-described factors for categorizing titles.
- f. For domestic titles where no publisher list price is assigned by the publisher, Vendor will assign such titles a price in its electronic catalog which is based upon Vendor's estimate of market conditions.
- g. For imported titles where no publisher list price is assigned by the publisher for the U.S. market, Vendor will assign such titles a U.S. dollar price in its electronic catalog which is based upon Vendor's estimate of market conditions.
- h. For PawPrints editions, Vendor will assign such titles a price in its electronic catalog which is based upon Vendor's estimate of market conditions.
- i. Titles of limited demand or from small or specialty publishers generally are included in Product Category IX or Product Category XI (from Rates and Costs Exhibit 3.0, Discount Terms and Conditions of Sale). The discount terms and conditions listed do not apply to Vendor's Continuation Services or Approval Programs. Vendor provides an invoice that identifies the publisher's current list price, the discount offered, and the exact price charged for each title ordered.
- j. Shelf ready material: Materials received from Vendor that come with catalog records and accurate specification driven physical processing already in place.
- k. Unit: In the case of CDs and DVDs a unit is a single or double music CD or DVD.

RATES AND COSTS EXHIBIT

1.0 Print Material

The following pricing for print and spoken word material. Should the library require additional services in collection development, cataloging, processing, reporting, storage, or shipment, Vendor may adjust pricing accordingly. If the library system cannot be accessed via the Vendor's Z39.50 methodology, then the City and Vendor shall discuss alternative methodologies for system and shelf ready material.

1.1 Print Ongoing Collection Services	\$3.85/unit
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Includes:

- a. Adaptive and copy cataloging with CIP upgrades where needed, utilizing Z39.50 protocol
- b. Item Linking
- c. Project Management Support
- d. Barcode

- e. Property Stamp
- f. Spine Label
- g. Reference Labels: New, Large Print, Language, Genre
- h. Link and Affix Vendor Supplied RFID
- i. Affix Library Supplied Theft Strip

1.2 Spoken Word Audio Ongoing Collection Services	\$4.85/unit
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Includes:

- a. Adaptive and copy cataloging with CIP upgrades where needed, utilizing Z39.50 protocol
- b. Item Linking
- c. Project Management Support
- d. Repackage Spoken Word Item When Applicable into Standard Case
- e. Barcode
- f. Property Label
- g. Number of Discs Label
- h. Hub Label (with Hand Written Barcode)
- i. Spine Label
- j. Link and Affix Vendor Supplied RFID
- k. Affix Library Supplied Theft Strip

Labels e/f/g/i will be embedded in scanned artwork via Digital Media Processing (DMP). Due to supplier restriction, DMP is not available for Blackstone Audio editions.

1.3 Additional Services at the library's request:

- a. Juvenile kits cataloging and processing (additional) \$2.25/unit
- b. Laminate Paperback Covers (Additional) \$1.99/unit
- c. Original Cataloging \$10.00/title

1.4 Vendor currently works with most RFID systems.

Vendor's tags operate at 13.56MHz, and are re-writeable, and fully compliant with ISO15693. If after compatibility testing, Vendor does not have the current software/hardware in place for the system chosen by the library, Vendor reserves the option to revise this pricing. In these instances customers should supply Vendor un-programmed RFID tags.

1.5 For those records where cataloging is not available in the library's database or vendor's cataloging utility, vendor will provide an original cataloging record for \$10.00/title. Titles requiring original cataloging will be priced separately at \$10.00/title for the first copy of every title ordered. If multiple copies of a title are ordered, the \$10.00 charge will only apply once, however, the comprehensive cataloging and processing charge will apply to each unit including the initial unit that receives the \$10.00 charge.

2.0 A/V MATERIAL

Pricing is subject to change based on specifications or case changes. If the library requires alternate processing or cataloging requirements, it is at the discretion of the Vendor to adjust pricing accordingly.

A/V CATALOGING AND PROCESSING**2.1 MUSIC CD****\$5.85/unit***

Includes:

- a. Adaptive and copy cataloging utilizing z39.50 protocol
- b. Item linking
- c. Project management support
- d. Repackage cd from cardboard container into standard case
- e. Barcode
- f. Property label
- g. Number of discs label
- h. Hub label (with hand written barcode)
- i. Spine label
- j. Link and affix vendor supplied RFID
- k. Affix Library Supplied theft strip

Labels e/f/g/i will be embedded in scanned artwork via Digital Media Processing

2.2 DVD/BLU-RAY**\$5.85/UNIT***

Includes:

- a. Adaptive and copy cataloging utilizing z39.50 protocol
- b. Item linking
- c. Project management support
- d. Repackage DVD/Blu-Ray from cardboard container into standard case
- e. Barcode
- f. Property label
- g. Number of discs label
- h. Hub label (with hand written barcode)
- i. Spine label
- j. Link and affix vendor supplied RFID
- k. Affix Library Supplied theft strip

Labels e/f/g/i will be embedded in scanned artwork via Digital Media Processing

Regarding 2.1 and 2.2

Titles requiring original cataloging will be priced separately at \$10.00/title. The comprehensive cataloging and processing charge will apply to each unit, including the initial unit that receives the \$10.00 charge.

AV cataloging and processing prices for CDs and DVDs are for both single and multiple disc releases.

Media Type	Price Range	Discount off Current Producer's List Price
DVD/Blu-Ray	Any Price	29.0%*
Music CD	Any Price	27.0%*

List prices used for calculating discounts are manufacturers' current, suggested list prices, where available. Where no list price is supplied by the manufacturer, a list price will be assigned by Vendor.

*AV titles with minimal discount or supplier restrictions or titles from small, specialty vendors will be invoiced at Manufacturer's Suggested Retail Price.

RATES AND COSTS EXHIBIT

3.0 DISCOUNT TERMS AND CONDITIONS OF SALE

The pricing grid below provides discounts for each product category offered by Vendor.

Product Category	Category Definition (a)	Price Indicator	Discount
I.	Adult Trade Hardcover Editions (Popular Fiction & Non-Fiction, and may include some spoken word audio)	0 - (zero) (Hardcover Trade Editions) C - (Hardcover Computer Books)	46.5 %
II.	Juvenile Trade Hardcover Editions • (Popular Fiction & Non-Fiction)	J	46.5 %
III.	Adult Quality Paperback Editions (Popular Fiction & Non-Fiction)	B - (Paperback Trade Editions) C - (Paperback Computer Books)	40.0 %
IV.	Juvenile Quality Paperback Editions (Popular Fiction & Non-Fiction)	G	40.0 %
V.	Mass Market Paperback Editions	P	40.0 %
VI.	Single Edition Reinforced (Juvenile)	R	21.0 %
VII.	Publisher's Library Edition (Juvenile)	Z	21.0 %
VIII.	University Press Trade Editions (may be of any binding and include some spoken word audio)	A	10.0 %
IX.	Text, Technical, Reference, Professional Medical, Small Press, some University Press titles (excluding University Press Trade Editions) and/or Titles of Limited Demand (may be of any binding and include some spoken word audio)	S/X/N - (Text, Technical, or Reference Editions) L - (Hardcover Editions from Small Press and Hardcover Titles of Limited Demand—primarily Adult) 7 - (Hardcover Titles of Limited Demand—primarily Juvenile) M - (Paperback Editions from Small Press and Paperback Titles of Limited Demand—primarily Adult) 1 - (Paperback Titles of Limited Demand—primarily Juvenile) T/U/V/W/4/Letter O - (Specialty Textbooks) 5/6/8 - (Professional Medical Titles)	S = 5.0 % X = 5.0 % N = 0.0 % (b) L = 5.0 % (c)(d) 7 = 21.0 % (d) M = 5.0 % (c)(d) 1 = 21.0 % (d) T = 0.0 % U = 10.0 % V = 5.0 % W = 0.0 % 4 = 5.0 % Letter O = 5.0 % 5 = 0.0 % 6 = 5.0 % 8 = 5.0 %
X.	Imported English and Non-English Language Editions	F/K/3	F = 0.0 % K = 0.0 % 3 = 0.0 %
XI.	Enhanced Service Program	Y / Q	0.0 % (e)
XII.	Spoken Word Audio	H	45.0%
XIII.	Board Books	I	21.0 %
XIV.	Novelty Items/Activity Books	I	21.0 %
XV.	Special Programs, such as: - PawPrints Editions - Turtleback Editions - Playaway Audio Editions	D E All Playaway Audio editions	D = 0.0 % E = 21.0 % 0.0 %

- a. For full category definitions, which are attached hereto and incorporated herein by reference. Materials produced for Text Stream print-on-demand services may fall into any category.
- b. Titles which receive minimal publisher discount will be invoiced at publisher's list price.
- c. Represents publishers with limited sales volume, based upon a semi-annual review. These titles may be of any binding type or publisher of origin.

- d. Represents individual titles which do not qualify for preferred stock status (based upon a quarterly review) and individual titles which qualify for preferred stock status, but have limited demand (calculated over a rolling 12 month period). These titles may be of any binding type or publisher of origin.
- e. Titles where Vendor receives no discount from the publisher or prepayment is required by the publisher or publishers whose titles have limited demand and/or non-commercial publishers will be invoiced at list price.

**INSURANCE EXHIBIT
INSURANCE REQUIREMENTS FOR CONSULTANTS
(WITHOUT ERRORS AND OMISSIONS REQUIREMENT)**

1. Consultant shall obtain and maintain during the performance of any services under this Agreement the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by Consultant, its agents, representatives, employees or subconsultants.

a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than \$1,000,000 each occurrence/\$2,000,000 aggregate limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form HG 0001). If a general aggregate limit is used, that limit shall apply separately to the project or shall be twice the occurrence amount;

b. Business automobile liability insurance in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Insurance Services Office Automobile Liability Coverage (Occurrence Form CA0001) covering Code No. 1, "any auto";

c. Workers' compensation insurance in compliance with the laws of the State of California, and employer's liability insurance in an amount not less than \$1,000,000 per claimant. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.

2. Consultant shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements affecting coverage required by this Exhibit INS-B. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before work commences. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email (or fax if necessary) to the Risk Manager, addressed as follows (do not send hard copies):

City of Oxnard
Insurance Compliance
Reference No. _____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

3. Consultant agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A:VII or better and shall be endorsed to state that coverage may not be suspended, voided, canceled by either party, or without 30 days' prior written notice to the Risk Manager. The Risk Manager shall not approve or accept any endorsement if the endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give such notice.

4. Consultant agrees that the commercial general liability and business automobile liability insurance policies shall be endorsed to name City, its City Council, officers, employees and volunteers as additional insureds by blanket endorsement as respects: liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees and volunteers. **The General liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-B or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 and CG 2037).**

5. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance coverages. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its City Council, officers, employees and volunteers. The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6. All insurance standards applicable to Consultant shall also be applicable to Consultant's subconsultants. Consultant agrees to maintain appropriate agreements with subconsultants and to provide proper evidence of coverage upon receipt of a written request from the Risk Manager.

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

The sample accord form on the following page is provided to facilitate your preparation and submission of certificates of insurance. You may use this or any industry form that shows coverage as broad as that shown on the attached sample. **Please note the certificate holder address must be as shown on the attached sample accord form with the contract number and insurance exhibit identification information completed.** Improperly addressed certificates may delay the contract start-up date because the City's practice is to return unidentifiable insurance certificates to the insured for clarification as to the contract number. **Cancellation provisions must be endorsed to the policy. Modifying the certificate does not change coverage or obligate the carrier to provide notes of cancellation.**

Endorsement Forms

Original endorsements are required for general liability and automobile liability insurance policies and must be attached to the applicable certificate of insurance. City preference is that you use the endorsement forms which are attached. Substitute forms will be accepted, however, as long as they include provisions comparable to the attached.

INS-B.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

CODE

SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY
LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY
LETTER B

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY [x] COMMERCIAL GENERAL LIABILITY [x] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$1,000,000 PRODUCTS COMP/OP AGG. \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

CERTIFICATE HOLDER

CITY OF OXNARD

Attn: Insurance Compliance

Reference No. _____

P.O. Box 100085 - OX

Duluth, GA 30096

Via Email: cityofoxnard@ebix.com

Via Fax: 678-259-1007

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

ENDORSEMENT NO.

ISSUE DATE (MM/DD/YY)

PRODUCER

POLICY INFORMATION:

Insurance Company: _____
Policy No.: _____
Policy Period: (from) _____ (to) _____
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits
☐ In Addition to Limits

Telephone: _____

NAMED INSURED

☐ Deductible ☐ Self-Insured
Retention (check which) of \$ _____
with an Aggregate of \$ _____
coverage. ☐ Per Occurrence

APPLICABILITY This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered:

TYPE OF INSURANCE

CITY AGREEMENTS/PERMITS

GENERAL LIABILITY

- ☐ COMMERCIAL GENERAL LIABILITY
☐ COMPREHENSIVE GENERAL LIABILITY
☐ OWNERS & CONTRACTORS PROTECTIVE

☐ Claims Made
Retroactive Date _____
☐ Occurrence

OTHER PROVISIONS

COVERAGES

LIABILITY LIMITS IN THOUSANDS \$

EACH OCCURRENCE

AGGREGATE

- ☐ GENERAL
☐ PRODUCTS/COMPLETED OPERATIONS
☐ PERSONAL & ADVERTISING INJURY
☐ FIRE DAMAGE
☐ _____
☐ _____

Underwriter=s representative for claims pursuant to this insurance.

CLAIMS:

Name: _____
Address: _____
Telephone: () _____

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

INSURED. The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.

CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.

SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.

PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.

SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as:

Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or

If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

CITY OF OXNARD

Attn: Insurance Compliance

Reference No. _____

P.O. Box 100085 – OX

Duluth, GA 30096

Via Email: cityofoxnard@ebix.com

Via Fax: 678-259-1007

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____
(original signature required)

Telephone: () _____ Date Signed _____

**AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF OXNARD (the "City")****SUBMIT IN DUPLICATE**

ENDORSEMENT NO. _____

ISSUE DATE (MM/DD/YY) _____

PRODUCER _____

POLICY INFORMATION:

Insurance Company: _____

Policy No.: _____

Policy Period: (from) _____ (to) _____
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits
☐ In Addition to Limits

Telephone: _____

NAMED INSURED _____

☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____
with an Aggregate of \$ _____ applies to _____
coverage. ☐ Per Occurrence ☐ Per Claim (which) _____**APPLICABILITY.** This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS _____

TYPE OF INSURANCE

- ☐ COMMERCIAL AUTO POLICY
☐ BUSINESS AUTO POLICY
☐ OTHER

OTHER PROVISIONS**LIMIT OF LIABILITY**

\$ _____ per accident, for bodily injury and property damage.

CLAIMS: Underwriter's representative for claims pursuant to this insurance.

Name: _____

Address: _____

Telephone: () _____

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

- 1. INSURED.** The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
- 2. CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
- 3. SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
- 4. CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
- 5. PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
- 6. SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or
If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).
Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER**CITY OF OXNARD****Attn: Insurance Compliance****Reference No. _____****P.O. Box 100085 - OX****Duluth, GA 30096****Via Email: cityofoxnard@ebix.com****Via Fax: 678-259-1007****AUTHORIZED REPRESENTATIVE**☐ Broker/Agent ☐ Underwriter ☐ _____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____

(original signature required)

Telephone: () _____ Date Signed _____

THIRD PARTY CATALOGING AND RECORD PROCESSING AGREEMENT EXHIBIT

This agreement ("Agreement"), effective as of the last date signed below, by and between Oxnard Public Library, a non-profit institution organized and existing under the laws of the State of CA, hereinafter referred to as "Library", and Baker & Taylor, LLC, a corporation organized and existing under the laws of the State of DE, hereinafter referred to as "Vendor."

WHEREAS, Library and Vendor have contracted with each other, prior to or at the same time as this Agreement, for cataloging and other record processing services by Vendor to Library. Library has made, or will make, available to Vendor copies of bibliographic data, library holdings and other information derived from the online database of such information maintained by OCLC Online Computer Library Center, Inc. (such database hereinafter referred to as "WorldCat®" and such bibliographic data, library holdings and other information hereinafter referred to as "OCLC-Derived Records"); and

WHEREAS, in order for Library to continue making OCLC-Derived Records available to Vendor, it is necessary that Vendor provide assurances concerning its use of such OCLC-Derived Records; and

WHEREAS, in order for Vendor to perform online cataloging services for the Library, it is necessary that Vendor provides assurances concerning its use of WorldCat.

NOW, THEREFORE, in consideration of the premises and other valuable consideration, Library and Vendor agree as follows:

1. All present, executory contracts between Library and Vendor will be deemed amended to include the terms of this Agreement, and all future contracts between them, which are executed while this Agreement remains in effect, will be deemed to include such terms (referred to herein as "Contracts").
2. Vendor will make no copies and no use of the OCLC-Derived Records except as necessary to carry out the Contracts, and acknowledges that delivery of the OCLC-Derived Records to Vendor does not represent a transfer of ownership of the records or any copies thereof.
3. Vendor agrees that it will not transfer or otherwise make available OCLC-Derived Records or copies thereof or derivative works made therefrom to any other party, and will promptly return to Library, at its request, all OCLC-Derived Records received in connection with each Contract, upon completion thereof, and all copies of such Records.
4. Vendor's use of WorldCat will be for the exclusive purpose of providing cataloging services to the Library as agreed to herein. Vendor agrees that it will not download or export any records from WorldCat except as to fulfill its duties to the Library. Any other use is strictly prohibited. In the event that OCLC Online Computer Library Center, Inc. ("OCLC") is made aware that Vendor is using WorldCat for any purpose other than as authorized by this Agreement, OCLC shall have the right to immediately suspend Vendor's access to WorldCat. At OCLC's request, Library will terminate this Agreement immediately upon knowledge that Vendor has used WorldCat for any purpose other than as authorized by this Agreement.
5. Library hereby grants to OCLC, other OCLC Governing Members, Members, Participant, users and OCLC designees an irrevocable, nonexclusive, royalty-free, sublicenseable, world-wide right to copy, display, publish, prepare derivative works from, distribute and use all bibliographic records, holdings and other information supplied to OCLC during the term of this Agreement by Library or any Governing Member, Member or other entity acting on its behalf, under any copyright, patent, secrecy or other proprietary right therein owned or controlled by Library.
6. This Agreement is terminable by either party at any time, with or without cause, by thirty (30) days prior written notices sent by prepaid certified first-class mail, with return receipt requested, to:

Oxnard Public Library (Library)
251 South A Street
Oxnard, CA 93030
 Attention: Sofia Kimsey, City Librarian

OCLC Online Computer Library Center, Inc.
 6565 Kilgour Place
 Dublin, Ohio 43017
 Attention: WorldCat Quality Management Division
 With copy to General Counsel

Baker & Taylor, LLC (Vendor)
2550 West Tyvola Road, Suite 300
Charlotte, NC 28217
 Attention: Pricing Services

Such addresses may be changed by any party by written notice to the other party sent by prepaid certified first-class mail, with return receipt requested, to the addresses above. All notices given in accordance with this Section 6 shall be deemed given on the date of proper deposit in the U.S. mail.

7. It is agreed that OCLC is intended to be a third party beneficiary of this Agreement.
8. Vendor's obligations under this Agreement, as they affect any Contract, which has become effective prior to the termination hereof, shall survive any such termination.
9. This Agreement is the final, complete and exclusive statement of the agreement between Library and Vendor with respect to the subject matter hereof, and may not be terminated (other than as provided in Section 6 above), amended or canceled except by a writing signed by both parties hereto and, as a condition precedent to the effectiveness thereof, with a copy thereof furnished by Library to OCLC by the same means and at the same address as provided in Section 6 above. No waiver of any provision of this Agreement or of any right hereunder shall be deemed a further waiver of such provision or right, or a waiver of any other provision or right hereunder.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates indicated below.

Vendor: Baker & Taylor, LLC

Library: Oxnard Public Library

By: _____

By: _____

Title: _____

Title: Lisa Boerner, Purchasing Manager

Date: _____

Date: _____

Library OCLC Holding Symbol: JRN



county of ventura

David J. Sasek, P.E.
Director

April 3, 2017

MIDWEST TAPE, LLC
1417 Timberwolf Drive
Holland, OH 43528

GENERAL SERVICES AGENCY
Procurement Services
800 South Victoria Avenue, L#1080
Ventura, CA 93009
Phone (805) 654-3750
Fax (805) 654-3754

Notice of Intent to Award

Dear: Ms. Bascuk:

This is to inform you of the County's intent to award RFP No. 5829 for Library Materials, Cataloging and Processing for Books and Audio Visual Services to the following:

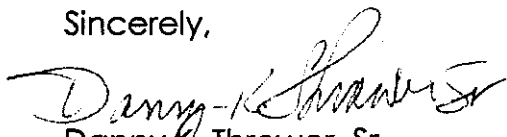
**Marcive for authority control,
Baker & Taylor for print materials and
Midwest Tape for audio visual materials**

The evaluation committee concluded that these vendors demonstrated the highest degree of responsiveness to the requirement on these areas. This decision does not serve to reflect the County's judgment of the position of your firm in this industry nor the quality of your service. This decision reflects a diligent effort to judge vendor responses against the award criteria contained in the Request for Proposal.

Thank you for the time and effort expended in preparing your proposal. Your company will remain on our supplier list. However, you may want to monitor our internet website (<https://vss.ventura.org/webapp/VSSPSRV1/AltSelfService>) for future opportunities.

If you have any questions about this Notice of Intent to Award letter, please call the undersigned at: (805) 654-3753 or e-mail me Dan.Thrower@Ventura.org.

Sincerely,


Danny K. Thrower, Sr.
Buyer

c: RFP No. 5829
Sarah Helm – Midwest Tape, LLC
Janet Timm – Midwest Tape, LLC

Baker & Taylor, LLC

Agreement No. 8503-18-LI

For the Purchasing, Cataloging, and Processing of Library Materials

September 10, 2019



RECOMMENDATION

- That the Community Services Committee recommend that the City Council authorize the Mayor to execute Agreement No. 8503-18-LI for the total amount of \$570,000 with Baker & Taylor, LLC for the purpose of purchasing library materials, cataloging, and processing.



BACKGROUND

- Approximately 10,000 items are added to the Oxnard Public Library collection each year
- The material types Oxnard Public Library purchases may include books, music CDs, DVDs, books on CD, Large Print books, and graphic novels, all in multiple languages as well as many bilingual materials
- Items are focused on all audiences, pre-readers up to seniors



3

BACKGROUND (CON'T)

- Materials are processed so that they are “shelf ready” when received at the Library
- Cataloging is also provided for each item



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4

BACKGROUND (CON'T)

Benefits

- Discounts for volume purchases
- Added value: cataloging and processing
- New materials are available on publishing release dates
- Discoverability to patrons is accurate with instantaneous cataloging records available online



5

FINANCIAL IMPACT

- The estimated annual need for FY2019-20 is \$190,000. There is sufficient funding in General Fund Library Reference and Material in the FY19-20 Budget (101-5403-805.81-12 and 101-5411-805.81-12) to cover the anticipated needs from the agreement



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6

Questions

