City Council

SPECIAL AND REGULAR MEETING AGENDA

Date: 2/9/2021
Time: 4:00 p.m.
Location: Joinwebinar.com – ID# 740-236-091

NOVEL CORONAVIRUS, COVID-19, EMERGENCY ADVISORY NOTICE
On March 19, 2020, the Governor ordered a statewide stay-at-home order calling on all individuals living in the State of California to stay at home or at their place of residence to slow the spread of the COVID-19 virus. Additionally, the Governor has temporarily suspended certain requirements of the Brown Act. For the duration of the shelter in place order, the following public meeting protocols will apply.

Teleconference meeting: All members of the City Council, city staff, applicants, and members of the public will be participating by teleconference. To promote social distancing while allowing essential governmental functions to continue, the Governor has temporarily waived portions of the open meetings act and rules pertaining to teleconference meetings. This meeting is conducted in compliance with the Governor Executive Order N-25-20 issued March 12, 2020, and supplemental Executive Order N-29-20 issued March 17, 2020.

- How to participate in the meeting
  - Submit a written comment online:
    menlopark.org/publiccommentFebruary9*
  - Record a comment or request a call-back when an agenda topic is under consideration:
    Dial 650-474-5071*
  - Access the meeting real-time online at:
    joinwebinar.com – Meeting ID 740-236-091
  - Access the meeting real-time via telephone (listen only mode) at:
    (415) 930-5321
    Meeting ID 861-863-885 (# – no audio pin)
    *Written and recorded public comments and call-back requests are accepted up to 1-hour before the meeting start time. Written and recorded messages are provided to the City Council at the appropriate time in their meeting. Recorded messages may be transcribed using a voice-to-text tool.

- Watch regular meeting:
  - Cable television subscriber in Menlo Park, East Palo Alto, Atherton, and Palo Alto:
    Channel 26
  - Online:
    menlopark.org/streaming

Note: City Council closed sessions are not broadcast online or on television and public participation is limited to the beginning of closed session.

Subject to Change: Given the current public health emergency and the rapidly evolving federal, state, county and local orders, the format of this meeting may be altered or the meeting may be canceled. You may check on the status of the meeting by visiting the City's website www.menlopark.org. The instructions for logging on to the webinar and/or the access code is subject to change. If you have difficulty accessing the webinar, please check the latest online edition of the posted agenda for updated information (menlopark.org/agenda).

According to City Council policy, all meetings of the City Council are to end by midnight unless there is a super majority vote taken by 11:00 p.m. to extend the meeting and identify the items to be considered after 11:00 p.m.

Special Session (Joinwebinar.com – ID# 740-236-091)

A. Call To Order

B. Roll Call

C. Study Session

C1. Provide direction on water rates and receive an update on Menlo Park Municipal Water operations including revenues, expenses and billing services (Staff Report #21-037-CC)

C2. Pension liabilities presentation with actuarial consultant (Staff Report #21-035-CC) (Presentation)

Regular Session (Joinwebinar.com – ID# 740-236-091)

D. Report from Closed Session

E. Public Comment

Under "Public Comment," the public may address the City Council on any subject not listed on the agenda. Each speaker may address the City Council once under public comment for a limit of three minutes. Please clearly state your name and address or political jurisdiction in which you live. The City Council cannot act on items not listed on the agenda and, therefore, the City Council cannot respond to non-agenda issues brought up under public comment other than to provide general information.

F. Consent Calendar

F1. Accept the City Council meeting minutes for January 14, 19, 26, and February 1, 2021 (Attachment)

F2. Receive and file the investment portfolio review as of December 31, 2020 (Staff Report #21-025-CC)

F3. Adopt Resolution No. 6614 supporting the City's crosstown shuttle for application for the lifeline transportation program fiscal year 2021-22 and fiscal year 2022-23, and adopt Resolution No. 6615 supporting the City's shuttle program for application for the sustainable transportation planning grant fiscal year 2021-22 (Staff Report #21-036-CC)

F4. Adopt Resolution No. 6611 accepting up to $198,950 of grant funding from the California Drought, Water, Parks, Climate, Coastal Protection and Outdoor Access for All Act of 2018 (Staff Report #21-026-CC)

F5. Approve automatic contract extension with Team Sheeper, Inc. for continued operation of the Burgess Pool through August 31, 2022 (Staff Report #21-027-CC)

G. Public Hearing

G1. Adopt Resolution No. 6613 to establish the proposed newsrack permit fees (Staff Report #21-029-CC) (Presentation)

H. Recess

I. Regular Business

I1. Receive and file report on labor relations and receive public input on upcoming labor negotiations with American Federation of State, County and Municipal Employees Local 829, Service Employees International Union Local 521, and Menlo Park Police Officers' Association (Staff Report #21-020-CC)

I2. Receive and file report on labor relations and receive public input on unrepresented management compensation plan review (Staff Report #21-021-CC)

I3. Adopt Resolution No. 6612 rescinding withdrawal from Peninsula Library System joint powers agency; and authorize the city manager to execute a five-year agreement in an amount not to exceed $176,695 for a cloud-based enterprise technology platform to enhance public services (Staff Report #21-028-CC) (Presentation)

J. Informational Items

J1. City Council agenda topics: February 2021 to March 2021 (Staff Report #21-024-CC)

J2. Update on proposed amendments to City Council procedures (Staff Report #21-032-CC)

J3. Review user fee cost recovery fiscal policy (City Council Procedure #CC-10-0001) (Staff Report #21-033-CC)

J4. Update on the emergency water storage/supply project (Staff Report #21-034-CC)

J5. 2021 City Council goal setting workshop summary (Staff Report #21-031-CC)

J6. Formation of an interview panel to provide recommendation to full City Council on the selection of a housing element consultant for the housing element (2023 – 2031) update process (Staff Report #21-030-CC)

K. City Manager's Report

L. City Councilmember Reports

M. Adjournment

At every regular meeting of the City Council, in addition to the public comment period where the public shall have the right to address the City Council on any matters of public interest not listed on the agenda, members of the public have the right to directly address the Council on any item listed on the agenda at a time designated by the chair, either before or during the City Council's consideration of the item.

At every special meeting of the City Council, members of the public have the right to directly address the City Council on any item listed on the agenda at a time designated by the chair, either before or during consideration of the item.

For appeal hearings, appellant and applicant shall each have 10 minutes for presentations.

If you challenge any of the items listed on this agenda in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the City of Menlo Park at, or prior to, the public hearing.
Any writing that is distributed to a majority of the City Council by any person in connection with an agenda item is a public record (subject to any exemption under the Public Records Act) and is available by request by emailing the city clerk at jaherren@menlopark.org. Persons with disabilities, who require auxiliary aids or services in attending or participating in City Council meetings, may call the City Clerk's Office at 650-330-6620.

Agendas are posted in accordance with Government Code Section 54954.2(a) or Section 54956. Members of the public can view electronic agendas and staff reports by accessing the City website at menlopark.org/agenda and can receive email notification of agenda and staff report postings by subscribing to the "Notify Me" service at menlopark.org/notifyme. Agendas and staff reports may also be obtained by contacting City Clerk at 650-330-6620. (Posted: 2/4/2021)

CITY OF
MENLO PARK

STAFF REPORT

City Council	
Meeting Date:	**2/9/2021**
Staff Report Number:	**21-037-CC**
Study Session:	**Provide direction on water rates and receive an update on Menlo Park Municipal Water operations including revenues, expenses and billing services**

Recommendation

Staff is seeking confirmation on staff recommendations or direction from City Council on two water rate items in order to prepare the draft water rate study for City Council consideration March 9:

1. Consumption charge rate structure – Continue to utilize a two-tier rate structure for all customers
2. Capital facility surcharge – Combine the capital facility surcharge with the consumption charge

Staff recommends the City Council also receive an update on Menlo Park Municipal Water (MPMW) operations including revenues, expenses and billing services.

Policy Issues

MPMW is a city-owned water service provider for a portion of the City of Menlo Park. The City Council acts as the governing body for MPMW and is responsible for ensuring the financial stability of the water system including setting customer rates, and approving capital plans and other expenditures.

Background

MPMW supplies water to approximately half of the City (Attachment A) to almost 4,400 residential, non-residential (commercial, industrial, institutional, irrigation), and fire services. California Water Service (Calwater), an investor-owned utility, provides water to the majority of the other half. There is a small portion served by the O'Connor Tract Cooperative Water Company located in Menlo Park, and a handful of residences served by Palo Alto Park Mutual Water Company located in East Palo Alto. MPMW's sole water supply is purchased from the San Francisco Public Utilities Commission (SFPUC) and delivered to MPMW's two distinct service areas – the Sharon Heights area, and the area north and east of El Camino Real.

On September 8, 2020, staff provided an update at a City Council study session (Attachment B) on MPMW operations including revenues, rates, capital projects and billing services, and approved proceeding with the water rate study.

<u>Water fund</u>

MPMW is fully self-sufficient financially. As a public utility regulated by the State Water Resources Control Board, MPMW operates as a self-supporting enterprise whereby water sale revenues must fully fund all water expenditures for operations and water capital improvement projects. (It should be noted that Calwater, however, is an investor-owned utility regulated by the Public Utilities Commission.) The water fund consists of two components: an operating fund and capital fund to pay for associated expenses.

Water capital improvements

MPMW funds annual capital improvement projects (CIPs) from a combination of revenues including water user rates, capacity fees, capital facility surcharge and available funds on hand. The 2018 water system master plan (WSMP, Attachment C) identifies $90 million is needed over the next 20 years to address infrastructure needs. Investing in the water infrastructure is important in order to limit main failures, water outages and potential future liability. Therefore, water rates need to be reviewed regularly and adjusted as necessary in order to fund future projects. On July 28, City Council adopted the five-year capital improvement plan which included $27 million in water CIPs to be funded by the water fund (Attachment D.) Capital projects were scaled to match projected revenues under an anticipated new rate structure for future years not yet funded.

Water rates

The City Council last adopted five-year rates in 2015, and the fifth year of those rates went into effect July 1, 2019, and was extended with no increase through 2020-21 in light of the COVID-19 pandemic. MPMW's current rates are shown in Attachment E and consist of the elements described below in Table 1.

Table 1: Current water rates

Item	Description
Meter charge	A monthly service charge based on meter size. There is a different monthly service charge for fire services based on the size of the service connection. This charge is included on customer monthly bills.
Consumption charge	A charge based on the amount of water consumption measured in centum cubic feet (ccf, where one ccf = 100 cubic feet = 748 gallons) in two tiers as follows: • Tier 1 (lower rate) applies to every customer for up to the first 6 ccf • Tier 2 (higher rate) applies to water consumption above 6 ccf This charge is included on customer monthly bills.
Capital facility surcharge	The capital facility surcharge is based on the measured amount of water used and provides approximately $2 million per year toward water capital projects. This charge is included on customer monthly bills.
Drought surcharge	There are five stages of drought with each stage representing a specific drought scenario (up to 10%, 20%, 30%, and 50% conservation levels.) Per the City Council adopted water shortage contingency plan, each stage corresponds to a list of conservation measures to implement, and the City Council declares the drought stage. MPMW is currently at stage 1 (no drought.) This charge would be included on customer monthly bills during a drought. Drought stages are established by the SWRCB.
Capacity charges	A one-time charge for new and upgraded connections to the MPMW system. It is based on the size of the service connection and recovers the value of system capacity provided for the new/upgraded service.
Note: MPMW also collects monthly service charges for fire services and water capacity charges for new and upgraded connections to the water system based on the size of the service connections.	

Low income rate assistance pilot program

On December 8, 2020, the City Council adopted Resolution 6605 to provide financial relief on residents' solid waste (Recology) and water bills for MPMW customers for a pilot program through June 30. Staff is currently working to administer the program. Residents who apply by June 30 and are approved will receive the discounts retroactively to January 1.

Analysis

The purpose of this staff report is to provide updated information from the audited water fund financials for fiscal year 2019-20, present updated water revenue information due to COVID-19 impacts, and seek City Council direction on two water rate study items.

Comprehensive annual financial report (CAFR) for 2019-20

The City Council received the 2019-20 CAFR (Attachment F) January 12. The CAFR describes the water fund as the City's sole enterprise fund whereby "activities are financed and operated in a manner similar to private business enterprises." Financial data for the water fund can be found on pages 159-162 of the CAFR. The net position of the fund at June 30, 2020, was $38.48 million which consists of $14.6 million assigned to capital projects, $21.5 million investment in capital assets, and $2.4 million available cash. In order to meet reserve policy requirements and continue to operate the system and invest in its capital needs, water rate increases are anticipated to be needed in the coming fiscal years.

Water billing

Below are updates to previous data provided to the City Council at the September 8, 2020 study session relating to COVID-19 impacts.

Water consumption

With the onset of COVID-19 in mid-March 2020, there have been recognizable changes in water consumption comparing March to December 2020 to the previous March to December 2019 as shown below in Table 2. As expected, residential use increased 20 percent due to people sheltering-in-place and using more water as a result, and commercial use decreased 21 percent and industrial use decreased 7 percent. Irrigation use for commercial, industrial, and large HOA residential accounts also increased 17 percent which is common in a dry year. Overall, water use was approximately 4 percent higher for the March to December period compared to the year prior.

Table 2: Water consumption comparison

	March – Dec 2019, CCF	March – Dec 2020, CCF	Percent change
Residential			20%
Single-family	359,272	432,875	20%
Multifamily	111,219	131,794	19%
Commercial	302,068	237,756	-21%
Industrial	177,616	164,463	-7%
Irrigation	148,896	173,880	17%
Total	**1,099,071**	**1,140,768**	**4%**

Payment arrangement plans

Before COVID-19, customers could request a payment arrangement plan, make a 10 percent down payment of their outstanding balance, and pay the balance back within 12 months. On April 2, 2020, the Governor issued Executive Order N-42-20 prohibiting shut-offs of water service to residences and critical infrastructure sector small businesses. With COVID-19, MPMW is waiving down payment fees and not disconnecting any customers due to nonpayment or broken payment plans. As shown in Table 3, customers requesting payment arrangements increased significantly between December 2019 and August 2020, and has decreased 43 percent between August 2020 and January 2021.

Table 3: No. of accounts on payment plans		
Month	No. of accounts	Percent increase
December 2019	8	
August 2020	53	562%
January 2021	30*	- 43%
* 25 are single-family accounts.		

Water revenues

Customers would normally have 20 days to pay their bills before incurring penalties. Due to COVID-19, MPMW has not been charging penalties for overdue bills or disconnecting any water services. As previously shared in the September 8, 2020 staff report, there were 638 water accounts with balances past due by 30 days or more, totaling $640,832. As of February 3, the total number of accounts has increased by 20 percent to 763 accounts, however, the past due balance has decreased 6 percent to $602,160. Table 4 below shows the total number of accounts by customer category, how many within each category have past due balances of 30 days or more (comparing September 2020 to January 2021), and the total amount overdue.

Table 4: Overdue bills by 30+ days (September 2020 / January 2021)

Customer type	Total no. accounts	% of customer type	No. of accounts with overdue bills		Amount overdue	
			Sept 2020	Jan 2021	Sept 2020	Jan 2021
Single-family	3,359	78%	506	623	$ 263,701	$ 303,763
Multifamily	204	5%	23	22	$ 38,439	$ 15,467
Commercial	174	4%	35	33	$ 175,277	$ 133,516
Industrial	222	5%	33	36	$ 39,186	$ 44,210
Public / Institutional	43	1%	2	1	$ 1,739	$ 2,968
Irrigation	139	3%	14	17	$ 99,882	$ 68,578
Fire protection	147	3%	23	26	$ 16,925	$ 20,588
Construction meters	4	<1%	2	5	$ 5,683	$ 13,070
Total *	**4,292**		**638**	**763****	**$ 640,832**	**$602,160***

* Includes $267,612 not collected from 342 closed accounts.
** Represents 690 customers (some customers have multiple types of accounts that are overdue such as water, irrigation, and/or fire services.)

<u>2021 water rate study</u>

As a municipal water provider, the City is required to adhere to the requirements of Proposition 218 in the development of water rates. Among other requirements, Proposition 218 states the following:

- Revenue derived from rates must not exceed funds required to provide the service

- Revenue derived from rates must not be used for any purpose other than for which it is imposed
- The rates imposed must not exceed the proportional cost of the service provided

To comply with Proposition 218, rates studies are developed to ensure that proposed rates meet these requirements. On September 22, 2020, the City Council amended the agreement with Black & Veatch Management Consulting (Black & Veatch) to develop the 2021 water rate study which will recommend new rates for the next five years. The rate study evaluates annual revenue requirements needed over the next five years in order to fund planned operating and capital programs. The study consists of three steps:
1. Develop sound financial plans covering 10 years for both ongoing operations and planned capital projects
2. Allocate MPMW's projected revenue requirements to the customer classes of service in accordance with the respective service requirements
3. Design suitable five-year rates whereby revenues adequately meet financial needs while recognizing customer costs of service and regulatory requirements such as Proposition 218

Table 5 provides the timeline to complete the water rate study in order for the new rates to begin on July 1, 2021.

Table 5: Water rate study timeline

Date	Description
February 9, 2021	City Council water study session (this meeting) to seek direction and confirmation from City Council on two water rate items
March 9, 2021	City Council meeting to present the water rate study and approve the Proposition 218 notice to MPMW property owners
May 11, 2021	Public hearing to hear protests and to adopt a resolution setting new rates for the next five years
July 1, 2021	New rates become effective, and then are adjusted annually for the next five years on July 1

In order to prepare for the March 9 water rate study session, staff is seeking confirmation on staff recommendations or direction from City Council on two items:
1. Consumption charge rate structure
2. Capital facility surcharge

Consumption charge rate structure
Consumption charges vary each month based on the measured amount of water used. MPMW currently has a two-tier rate structure for all customers. Tier 1 is a lower rate for the first 6 ccf of water measured (currently $5.57 per ccf) and represents efficient indoor use for the average household (2.75 people per household using 55 gallons of water per person per day.) Tier 2 is a higher rate for water measured above 6 ccf (currently $7.98 per ccf) and represents excess indoor use plus outdoor use. At the March 9 water rate study session, staff is planning to present the water rate report. Staff is seeking confirmation on the staff recommendation, or direction from City Council on the preferred rate structure to include in the water rate report. There are several rate structure options that could be considered, however, staff believes these three options are the most viable.

1. Two-tier rates for all customers (existing rates.) A lower tier one rate provides a conservation incentive for all customers.
2. A uniform tier (one rate) for all customers. Advantage is this is easy to understand and administer, and it garners the least complaints from water users. Disadvantage is it does not provide clear price signals to

conserve. Existing low usage customers would see a higher than average increase in water bills.

3. A two-tier rate for residential customers and a uniform tier (one rate) for non-residential customers. This option is a combination of 1 and 2 above. A lower Tier 1 rate provides a conservation incentive for residents.
4. Within the two-tiered system, Tier 2 usage was defined based on efficient indoor water use for the average household size within the City (6 ccfs as noted above.) In order to ensure larger families or those with multi-generational households are not inadvertently disadvantaged by this threshold, the City Council could direct staff to consider alternative thresholds. However, increasing the threshold would likely increase the cost of Tier 2 water usage.

MPMW has had two-tier rates since September 2015, and four tiers prior to 2015 which were difficult to administer. Because it provides a conservation inventive for all customers with the Tier 1 (lower) rate and customers are already familiar with it, staff recommends maintaining the two-tier rate structure (option 1.)

Capital facility surcharge
In 1990, MPMW established the capital facility surcharge to help fund emergency water supply and storage capital projects. The revenue collected from the surcharge back then and currently does not cover all capital costs, only a portion of it. Staff estimates MPMW will receive about $2 million in revenue from this surcharge this fiscal year. This revenue, plus the excess revenue collected from consumption charges (operating fund), has funded water capital needs on a cash basis since 1990, and funds are transferred from operating to capital as needed to fund projects.

Staff believes that a surcharge which only partially funds capital projects can be misleading in portraying lower annual capital costs than actually exist and it can cause some confusion. Because of this, staff is seeking confirmation on the staff recommendation or alternate direction from City Council on the preferred surcharge option to include in the water rate report. There are two options:

1. Maintain the existing capital facility surcharge (anticipated $2 million for this fiscal year) to partially fund CIPs annually. Transfers from operating to capital would still be required. Maintaining the surcharge would bring attention to the customer that there are capital needs being addressed as part of the billing payment.
2. *Staff Recommendation:* Combine the capital facility surcharge with the consumption charge so there is only one rate. Capital projects would be funded by transferring funds as needed between the operating fund and water capital fund and will streamline tracking and managing operating and capital revenues and expenses. This option presents a more straightforward billing statement.

Both surcharge options result in the same billed amount as shown in Table 6. As the results are the same, staff recommends combining the capital facility surcharge with the consumption charge so there is only one rate.

Table 6: Capital facility surcharge, options and examples				
Option	**Description**	**Consumption charge***	**Capital facility surcharge, $/CCF**	**Amount billed for 10 CCF**
1	Keep surcharge separate from consumption charge (current practice)	Tier 1: $5.57 per ccf Tier 2: $7.98 per ccf	$1.50	$80.34
2	Eliminate surcharge, combine with consumption charge	Tier 1: $5.57 + $1.50 = $7.07 per ccf Tier 2: $7.98 + $1.50 = $9.48 per ccf	NA	$80.34
* Tier 1 is for water use between 0-6 CCF. Tier 2 is for water use over 6 CCF.				

<u>Next steps</u>
Black & Veatch will incorporate City Council's feedback on the consumption charge rate structure and capital facility surcharge into the water rate report. Staff plans to present the water rate report and recommended five-year rates at the March 9 City Council meeting.

Impact on City Resources

MPMW operates as a self-supporting enterprise whereby water sale revenues must fully fund all water expenditures for operations and water capital improvement projects. No additional appropriations or resources are requested to prepare the rate study, but direction provided by the City Council during the study session will help staff prepare the water rate study which informs future year financials, operations, and capital plans. Water rates need to be reviewed regularly and adjusted as necessary in order to ensure the ability fund regular ongoing operations and future capital infrastructure needs.

Environmental Review

This action is not a project within the meaning of the California Environmental Quality Act (CEQA) Guidelines §§ 15378 and 15061(b)(3) as it will not result in any direct or indirect physical change in the environment.

Public Notice

Public notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting.

Attachments

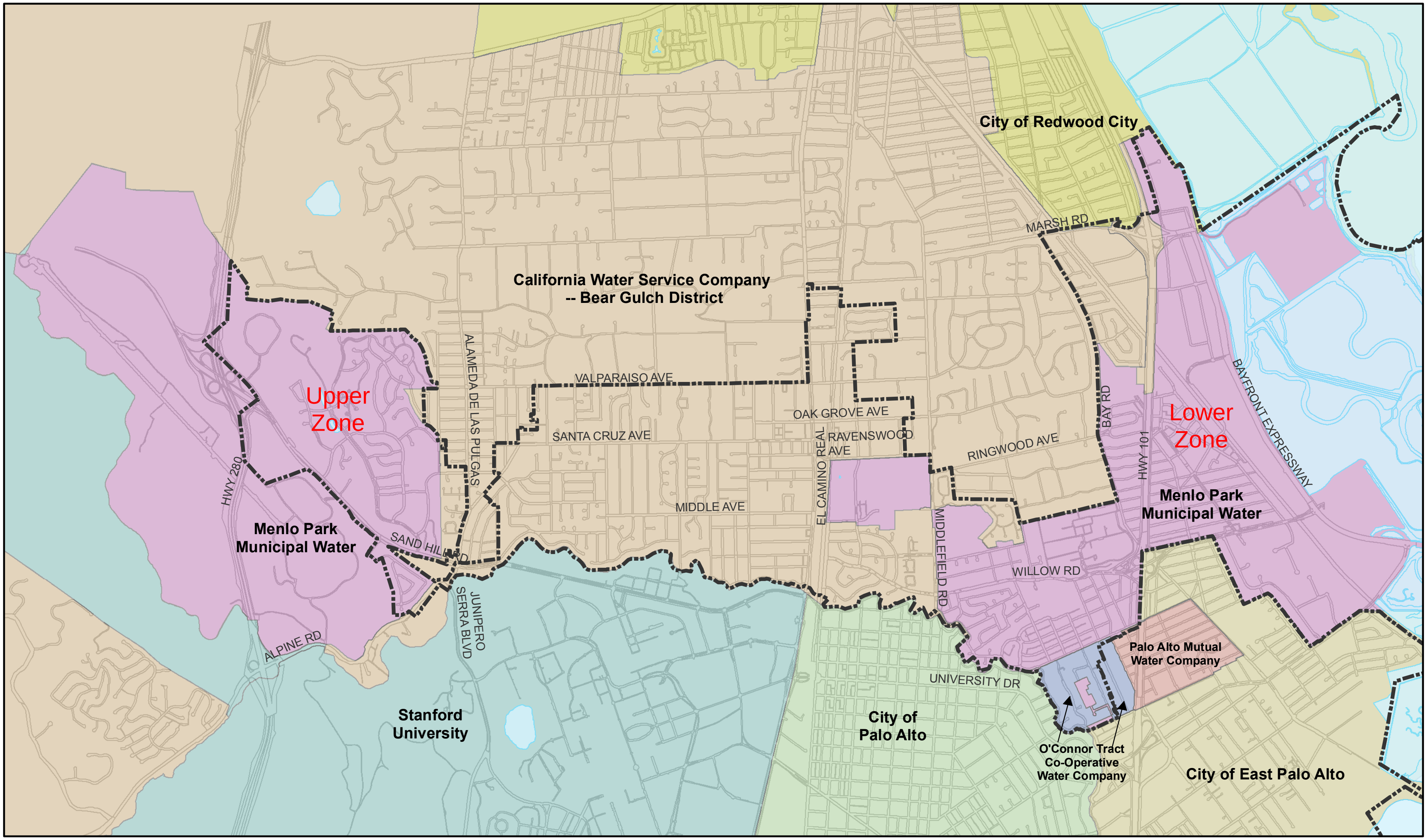
A. Map - MPMW service area
B. Hyperlink – September 8, 2020 staff report for City Council water study session: menlopark.org/DocumentCenter/View/26090/E1-20200908-CC-Water-rate-study
C. Hyperlink – 2018 water system master plan: menlopark.org/DocumentCenter/View/17167/MPMW-Water-System-Master-Plan-2018?bidId=
D. Hyperlink – Five-year water capital improvement projects summary adopted July 2020: stories.opengov.com/menlopark/published/qQZ_q4bvk
E. Hyperlink – Five-year water rate schedule, adopted July 21, 2015

menlopark.org/DocumentCenter/View/22084/Adopted-5-Year-Water-Rates

F. Hyperlink – City of Menlo Park CAFR for the fiscal year ended June 20, 2020: menlopark.org/ArchiveCenter/ViewFile/Item/11900

Report prepared by:
Pam Lowe, Senior Civil Engineer

Report reviewed by:
Christopher Lamm, Assistant Public Works Director



City Limits
Travel Ways
Water

Water Provider
- California Water Service Company -- Bear Gulch District
- City of East Palo Alto
- City of Palo Alto
- City of Redwood City
- Menlo Park Municipal Water
- Stanford University
- Palo Alto Mutual Water Company
- O'Connor Tract Co-Operative Water Company

W N S E

0 0.5 1 2 Miles

Water Agencies Within and Surrounding Menlo Park

CITY OF MENLO PARK

CITY OF MENLO PARK

STAFF REPORT

City Council	
Meeting Date:	**2/9/2021**
Staff Report Number:	**21-035-CC**
Study Session:	**Pension liabilities presentation with actuarial consultant**

Recommendation

Staff recommends that the City Council receive an update from the City's independent actuarial consultant on the City's pension liabilities with the California Public Employee Retirement System (CalPERS.) Staff is seeking direction from City Council to:

1. Set a target funding ratio and date for each plan; and
2. Identify a strategy to reach the target funding ratio.

Policy Issues

The City Council has prioritized periodic review of the City's employee pension obligations and controls budgetary assumptions and appropriations. City Council has a general fund reserve policy which dedicates 25 percent of a given fiscal year's operating surplus toward strategic pension funding opportunities and the most recently adopted budget principles include addressing pension liabilities.

Background

In accordance with past practice, the City Council has directed staff to retain the services of an independent actuary to review the forecasts of employee pension obligations. In fiscal year 2019-20, staff engaged GovInvest, Inc. to provide actuarial calculation, forecasting, visualization and educational services.

Beginning in fiscal year 2019-20, the City began an accelerated pension liability payment schedule utilizing the strategic pension reserve and intended to substantially eliminate unfunded pension liabilities for the Miscellaneous plan within 10 years and the Tier 1 safety plan within 15 years. The strategic pension reserve balance at the start of fiscal year 2020-21 was $4.68 million and the fiscal year 2020-21 amended budget includes $0.77 million in additional payments between these aforementioned plans and results in an estimated strategic pension reserve balance at June 30, 2021, of $3.91 million before the assignment of any operating surplus.

City Council last received an update on unfunded pension liability funding options March 5, 2019, in staff report #19-038-CC, available in Attachment A.

Analysis

GovInvest, Inc. retains qualified professional actuaries who provide educational services for governing boards, advisory bodies and professional staff. The professional actuaries have developed a presentation, Attachment B, which covers a number of fundamental concepts related to pension liability. The presentation covers the following topics in greater detail:

- Components of pension costs (unfunded accrued liability, UAL and "normal" or ongoing costs)
- Actuarial assumptions
- Relative costs of City staffing options
  - Cost of living pay increases
  - Increasing or decreasing authorized staffing levels
- Funding level relative to other agencies
- Best pension management practices
- Recommendation on funding level
- Options and benefits of UAL payment strategies
  - Budgeting using a lower discount rate
  - Pursuing a shorter amortization schedule
  - Use of a Section 115 Trust
  - Use of the current CalPERS amortization schedule

Impact on City Resources

There is no impact on City resources by providing direction on pension funding targets and strategies. Budgetary appropriations will be incorporated into the city manager's proposed budget for fiscal year 2021-22 and future fiscal years.

Environmental Review

This action is not a project within the meaning of the California Environmental Quality Act (CEQA) Guidelines §§ 15378 and 15061(b)(3) as it will not result in any direct or indirect physical change in the environment.

Public Notice

Public notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting.

Attachments

A. Hyperlink – Staff Report #19-038-CC: menlopark.org/DocumentCenter/View/20786/F1---Pension-liabilities
B. Pension liability overview by GovInvest, Inc.

Report prepared by:
Barbara Tong, Management Analyst I
Dan Jacobson, Assistant Administrative Services Director

Report reviewed by:
Nick Pegueros, Assistant City Manager

PENSION LIABILITIES

Study Session – February 9, 2021

PENSION LIABILITY FUNDING

- Staff seeks direction on unfunded pension liabilities
  - Funding ratio
  - Target date for achieving funding ratio
- Preferred funding strategy
  - Additional payments
  - Section 115 Trust (rate smoothing)
  - Use of alternate discount rate
  - No changes

Pension Funding

Menlo Park, CA

Understanding Pension Funding

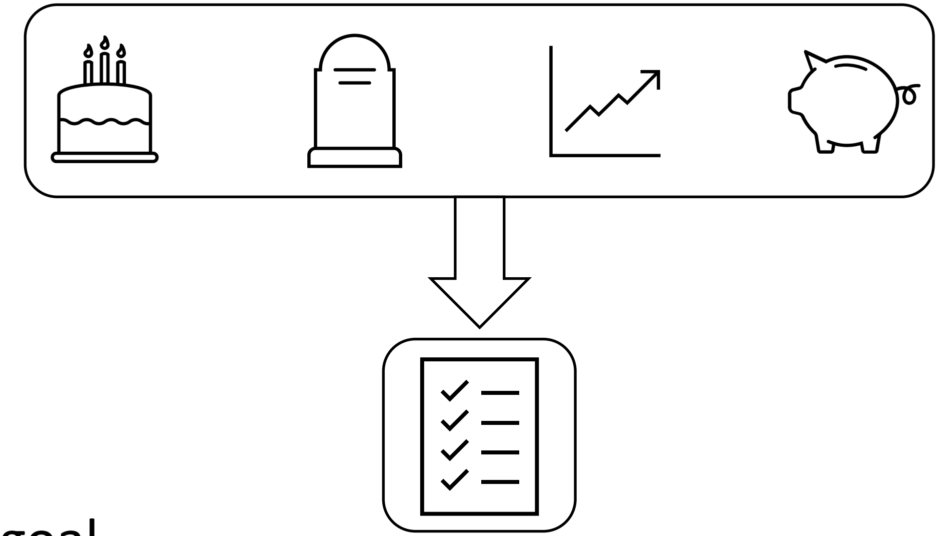
Pension Basics

Hurdles and Other Considerations

How is your agency doing relative to your funding targets?

Pension Basics

Pension Funding Concepts are Similar to Other Retirement Plans



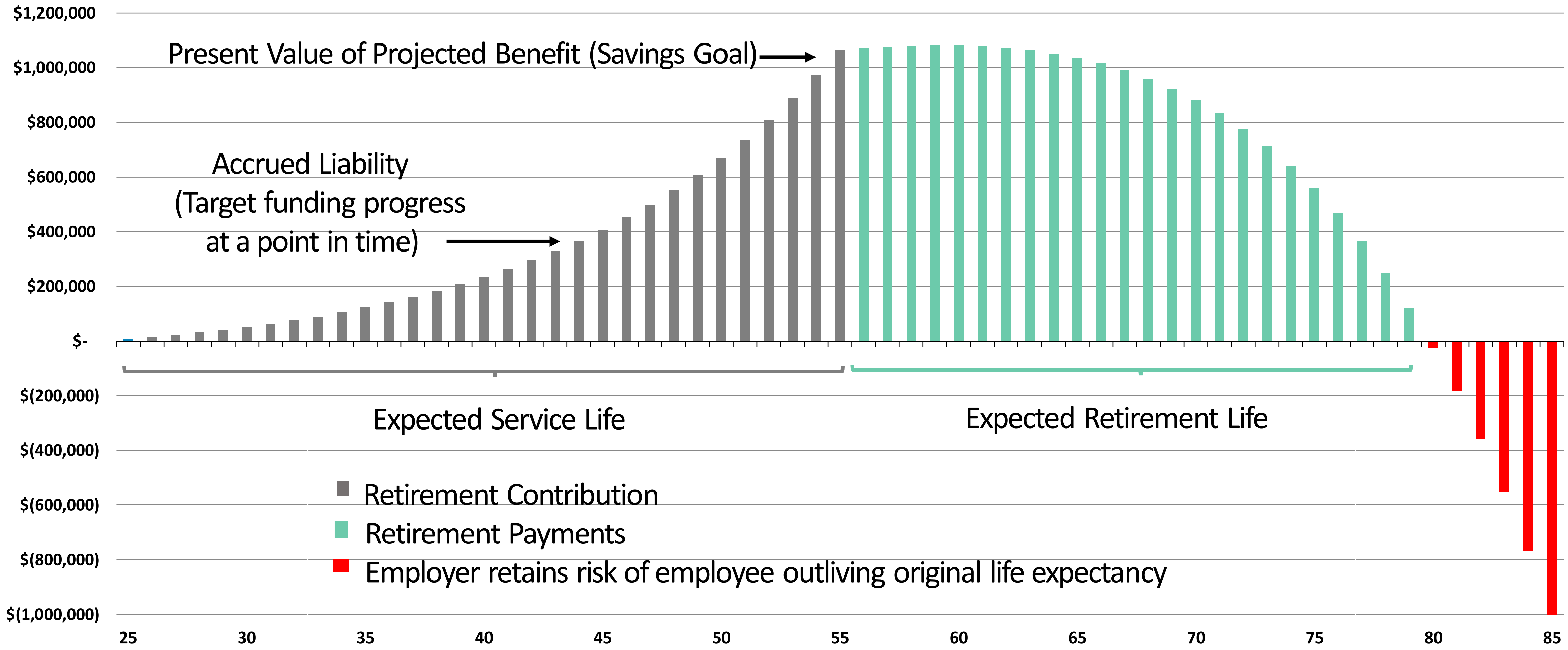
Participant or employer set retirement goals:

- Expected retirement age
- Life expectancy goal
- Expected investment earnings rate
- Expected savings balance or replacement income goal

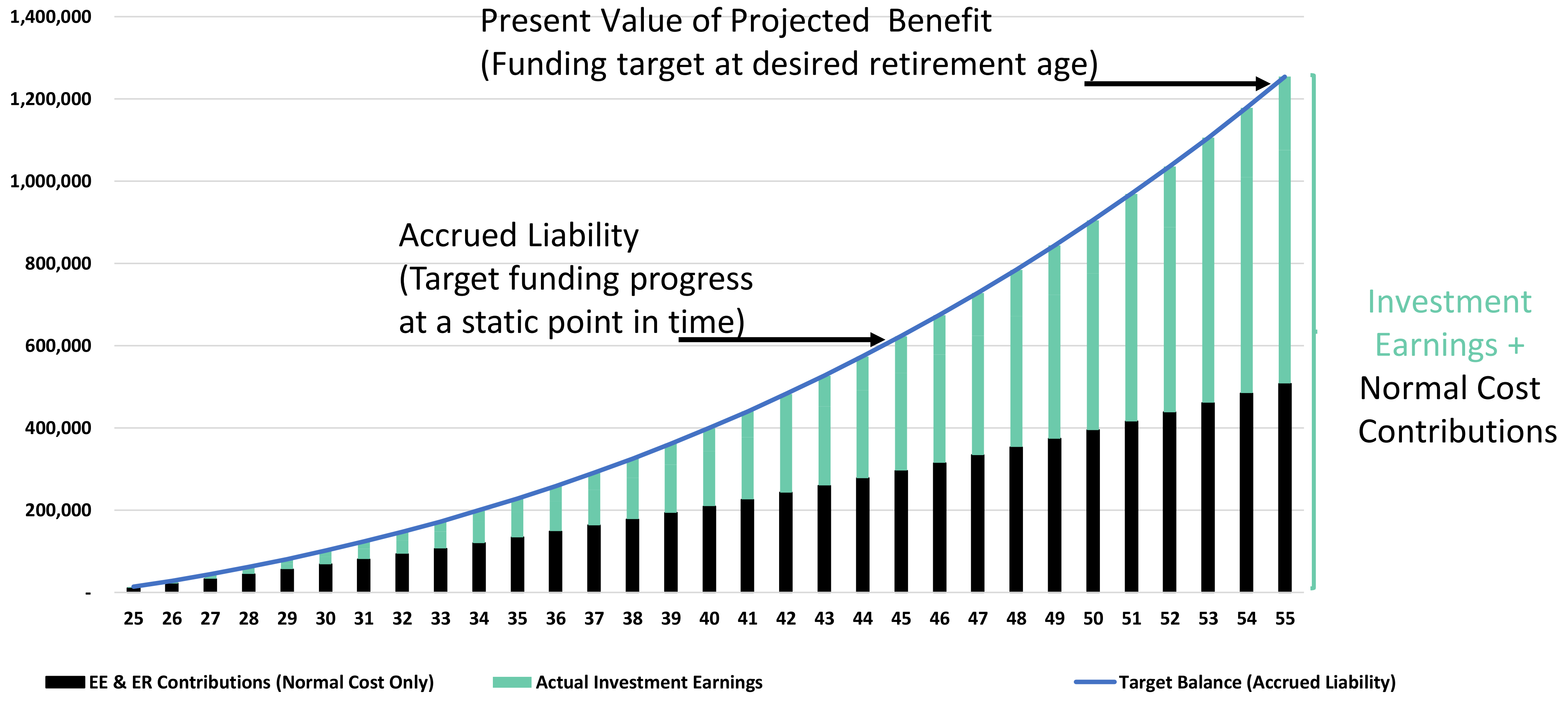
Goals determine initial savings rate estimated to achieve retirement goals

As compared to a defined contribution plan, the key difference with a defined benefit pension plan is who bears the risk if assumptions don't hold true.

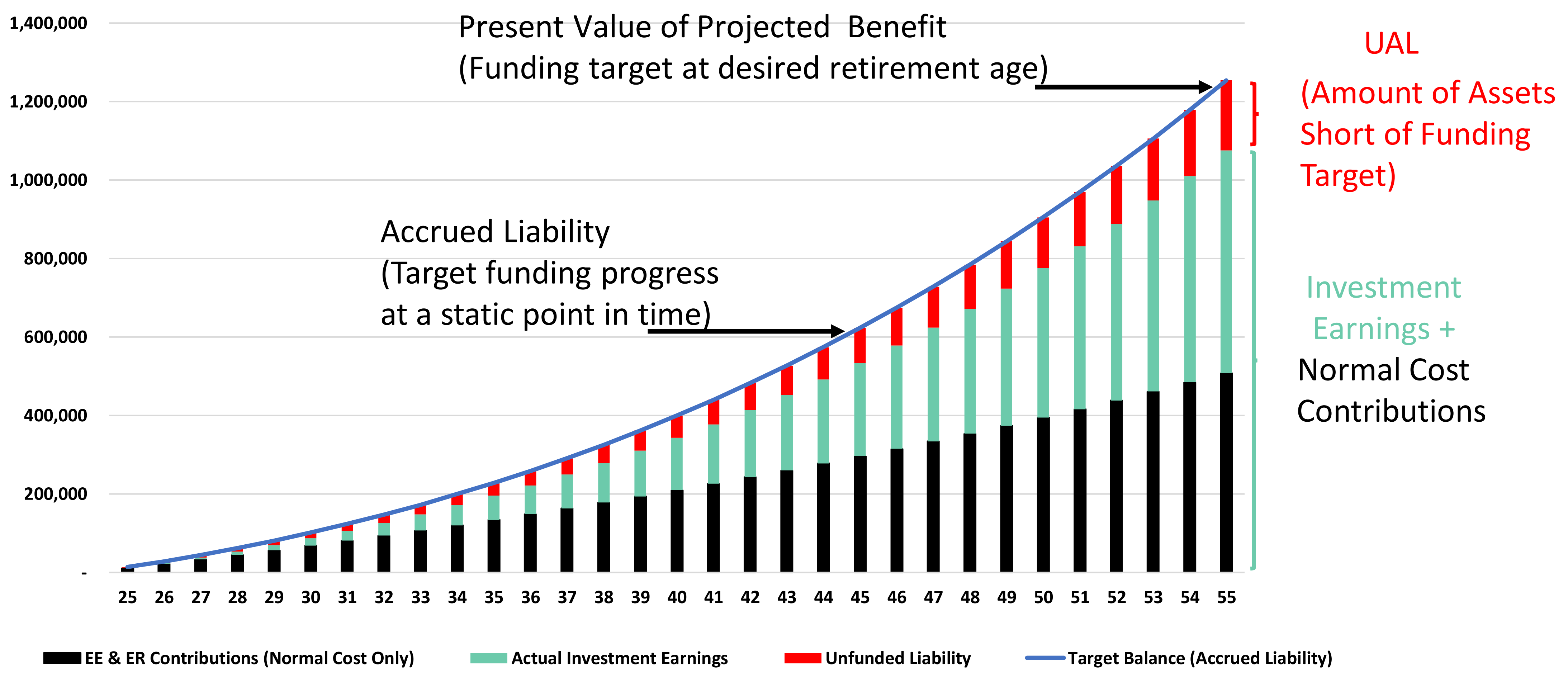
Illustration of Mortality Risk for an Individual Employee



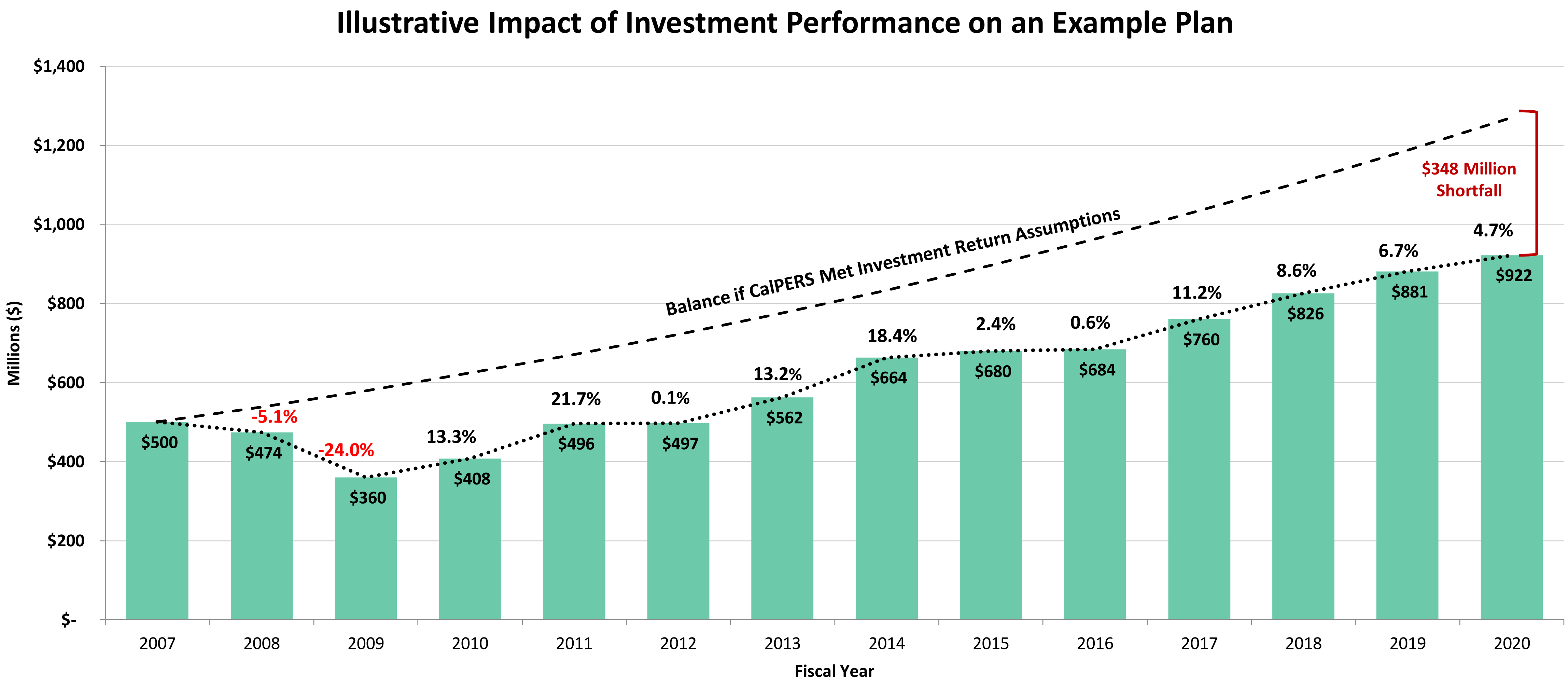
Retirement Plans Are Sensitive to Investment Earnings



Lower Investment Return Can Create an Unfunded Liability



Hasn't The Market Already Recovered?



Pension Jargon Glossary

- Assumption = Target, Goals or Expected Results
- Experience = Actual Results
- Normal Cost = Initial contribution rate (Employee and Employer contributions)
- Present Value of Projected Benefit (PVPB) = Value of all future benefits in today's dollars
- Accrued Liability (AL) = Target funding progress at a given point of time
- Unfunded Accrued Liability (UAL) = Amount actual savings falls short of funding target
- Amortization of UAL = Additional annual contribution needed to get back on track
- Annual Required Contribution = Normal Cost + Amortization of UAL

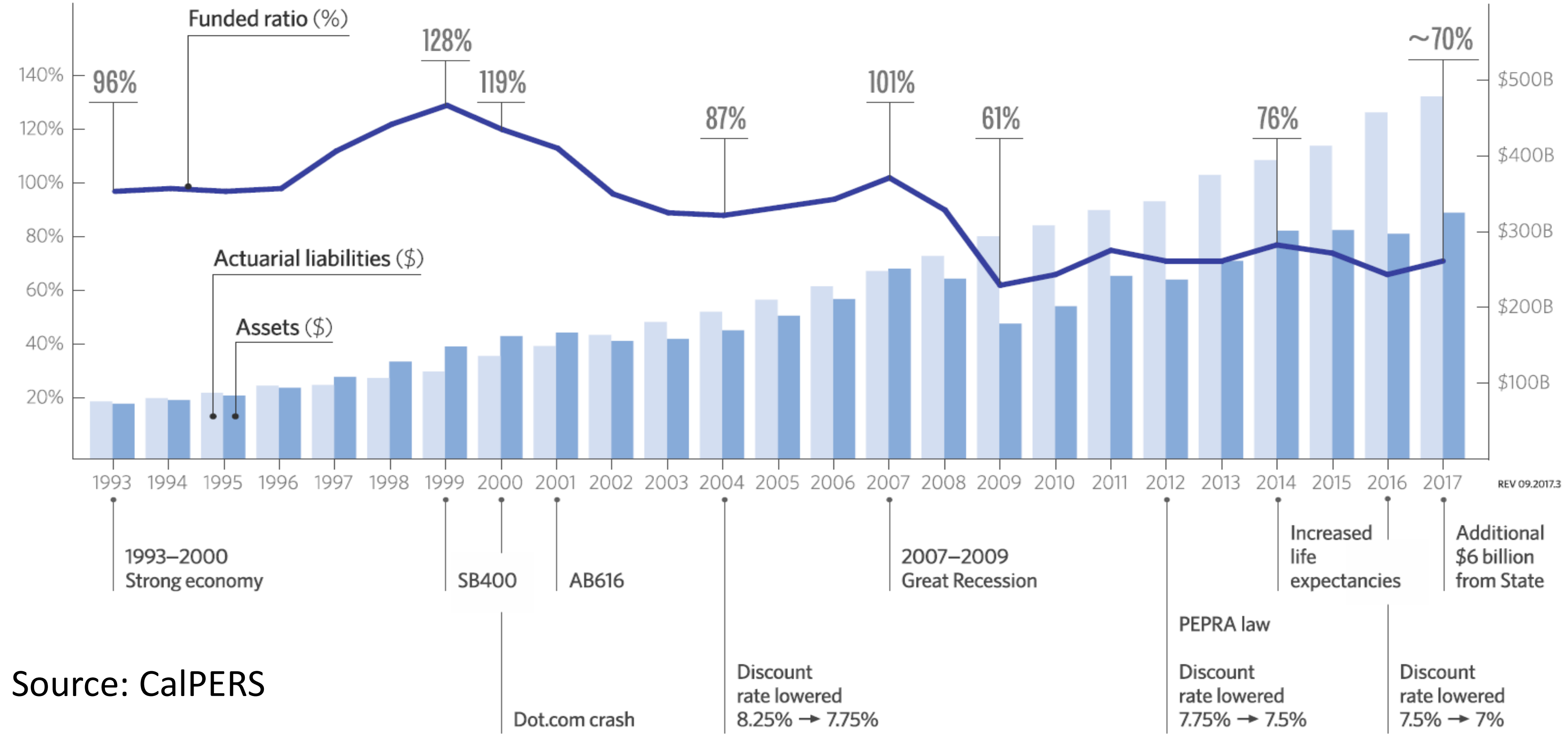
GovInvest
Insights to your financial future

Hurdles & Considerations

Events & Concerns

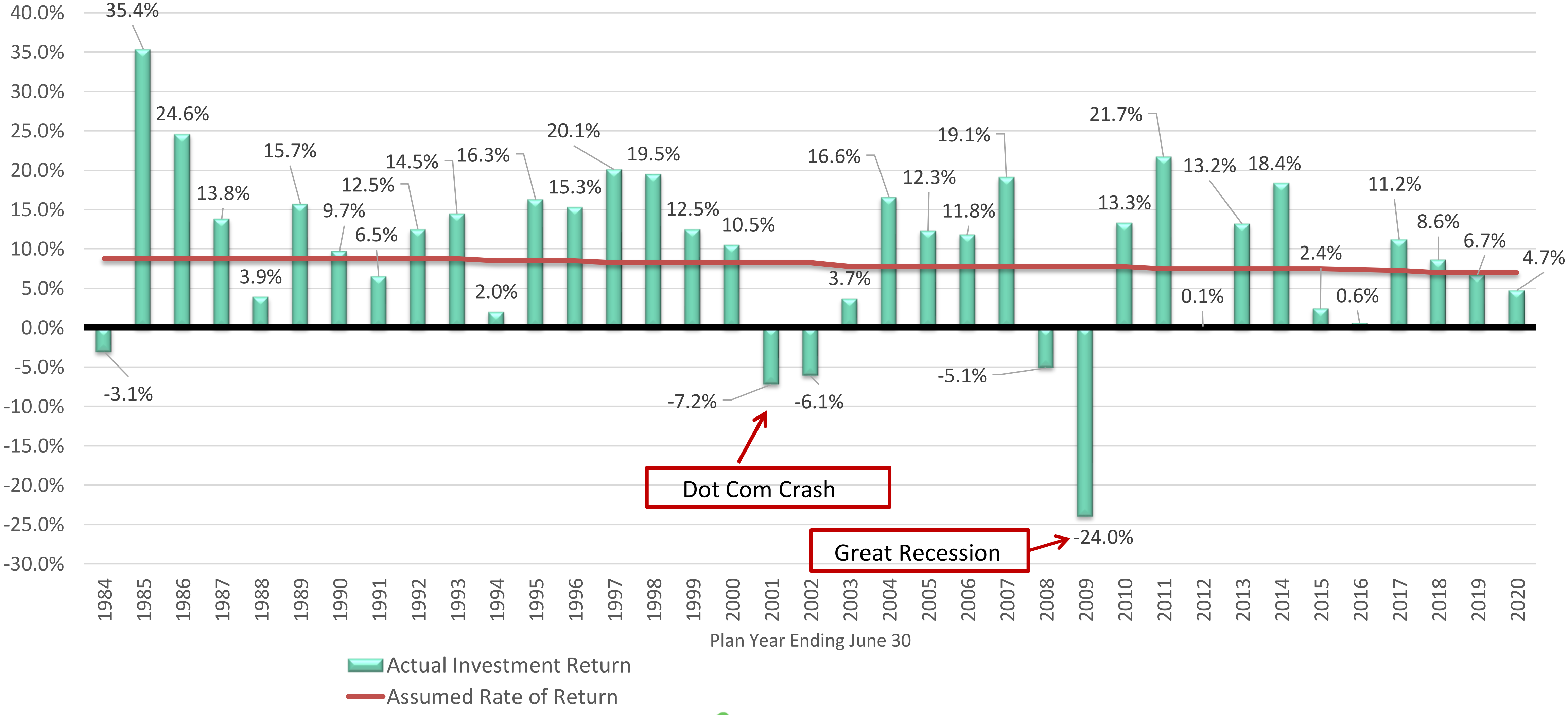
- Still paying off Great Recession losses and changes in assumptions in an increasing payment schedule
- 2019 Investment Loss ~ $521,000
- 2020 Investment Loss ~ $4,180,000
- Projected Capital Market Assumptions (CMA's) on future investment returns projected to underperform 7% Investment Earning Goal in the near term (5-10 Years)
- Potential further reductions to discount rate November 2021

Historical Factors Impacting Funded Status



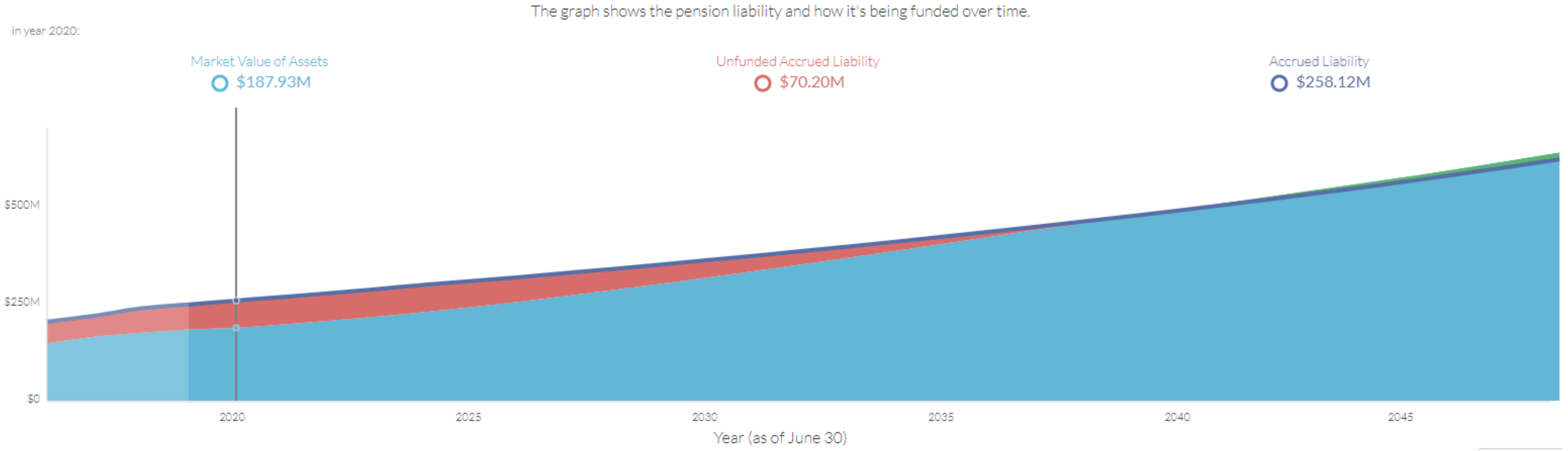
Source: CalPERS

CalPERS Historic Investment Returns

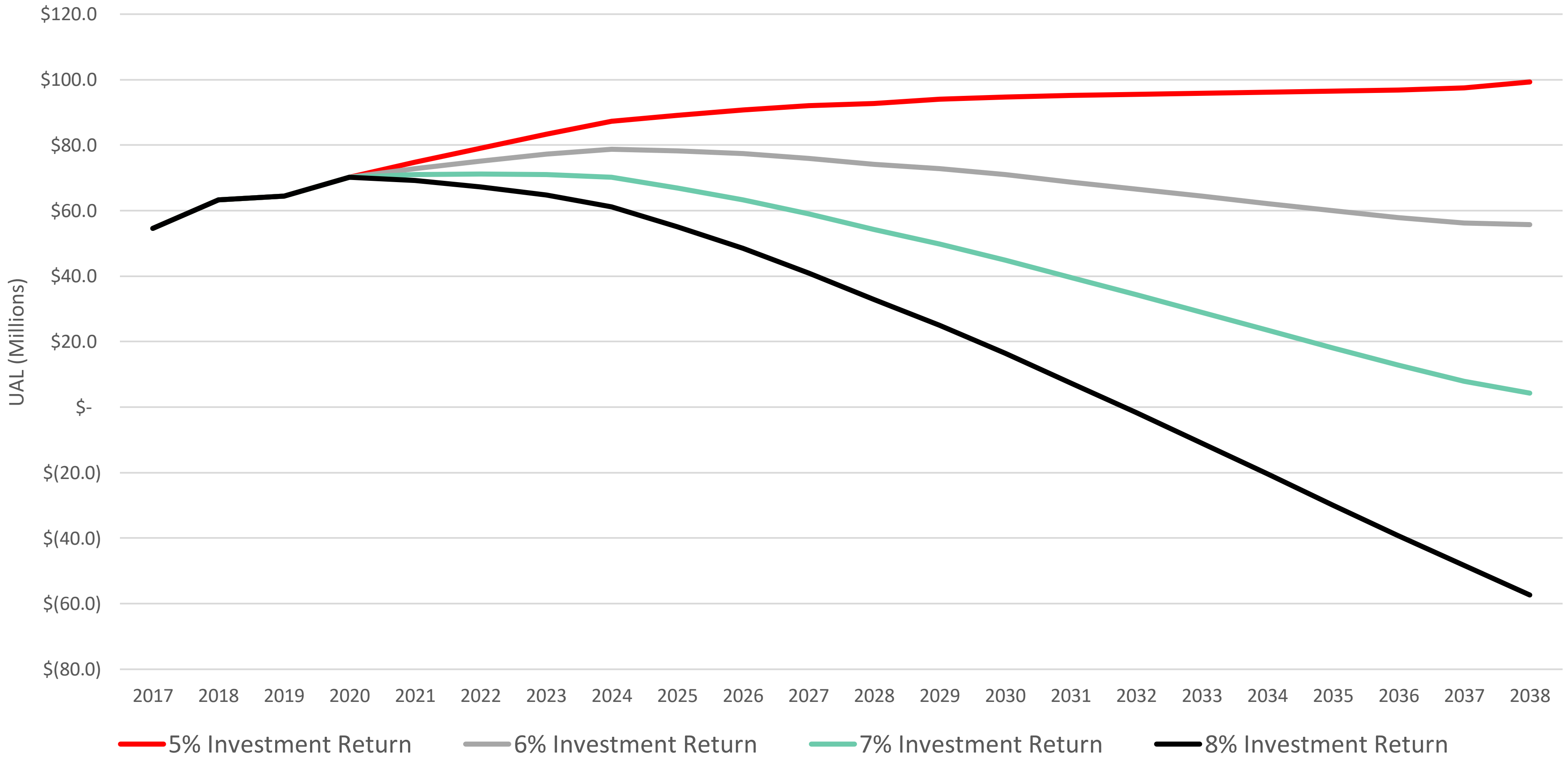


How is Menlo Park Doing?

Unfunded Accrued Liability (UAL)

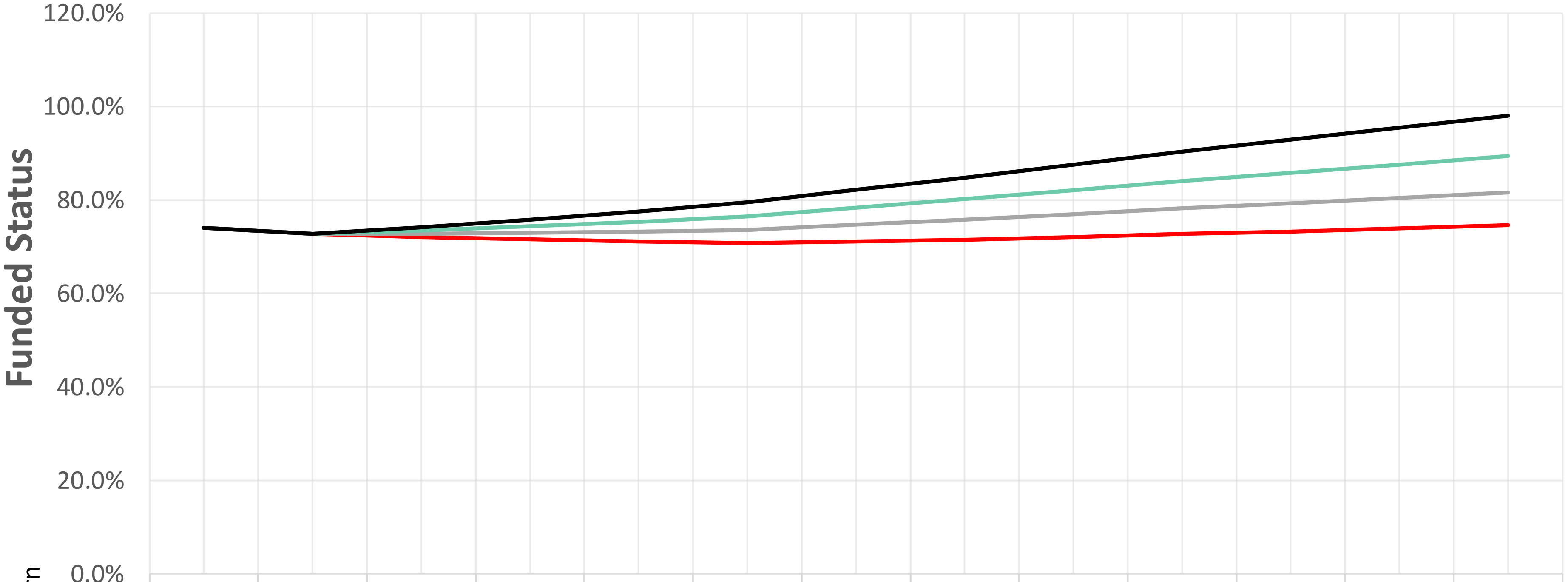


Projected UAL Balance
(Various Investment Return Scenarios)



Plan Funded Status

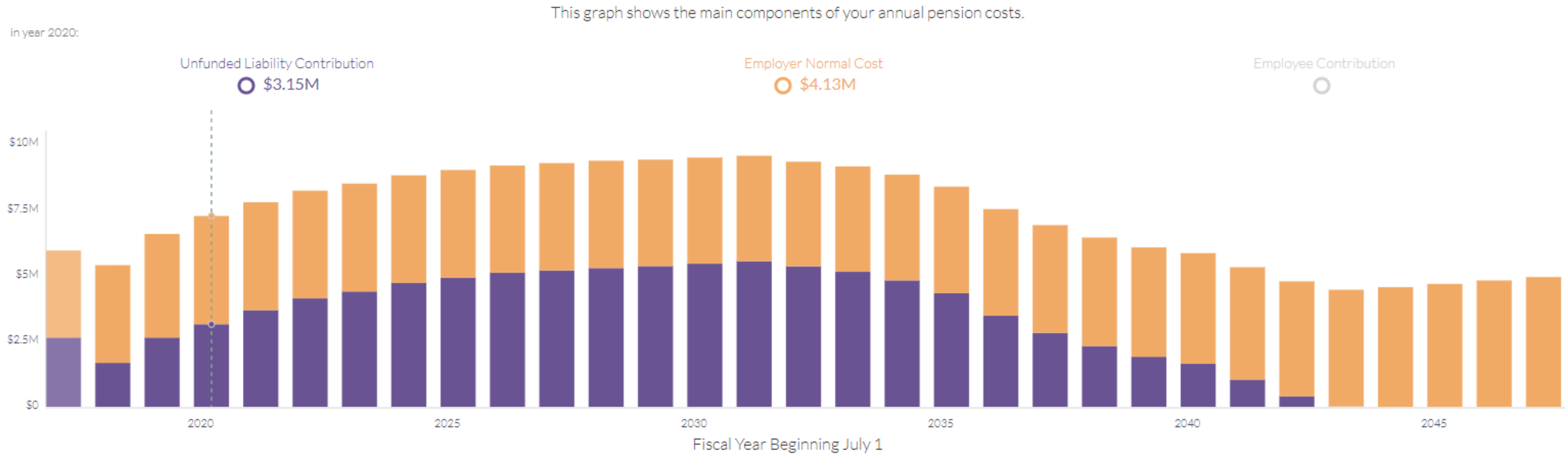
(Various Investment Return Scenarios)



Investment Return	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
5%	74.0%	72.8%	72.1%	71.5%	71.1%	70.8%	71.2%	71.5%	72.1%	72.7%	73.2%	73.9%	74.6%
6%	74.0%	72.8%	72.8%	72.9%	73.2%	73.6%	74.7%	75.7%	76.9%	78.2%	79.3%	80.4%	81.6%
7%	74.0%	72.8%	73.5%	74.4%	75.4%	76.5%	78.4%	80.2%	82.1%	84.1%	85.8%	87.6%	89.4%
8%	74.0%	72.8%	74.2%	75.8%	77.5%	79.5%	82.2%	84.8%	87.6%	90.3%	92.9%	95.5%	98.0%

GovInvest
Insights to your financial future

Required Employer Contribution



Questions

Disclaimer

While tested against actuarial valuation results, the software results will not necessarily match actuarial valuation results, as no two actuarial models are identical. The software offers financially sound projections and analysis; however, outputs do not guarantee compliance with standards under the Government Accounting Standards Board or Generally Accepted Accounting Principles. The software and this presentation are not prepared in accordance with standards as promulgated by the American Academy of Actuaries, nor do outputs or this presentation constitute Statements of Actuarial Opinion. GovInvest has used census data, plan provisions, and actuarial assumptions provided by Customer and/or Customer's actuary to develop the software for Customer. GovInvest has relied on this information without audit.

CITY OF MENLO PARK

PENSION LIABILITIES

Study Session – February 9, 2021

PENSION LIABILITY FUNDING

- Staff seeks direction on unfunded pension liabilities
  - Funding ratio
  - Target date for achieving funding ratio
- Preferred funding strategy
  - Additional payments
  - Section 115 Trust (rate smoothing)
  - Use of alternate discount rate
  - No changes

Pension Funding

Menlo Park, CA

Understanding Pension Funding

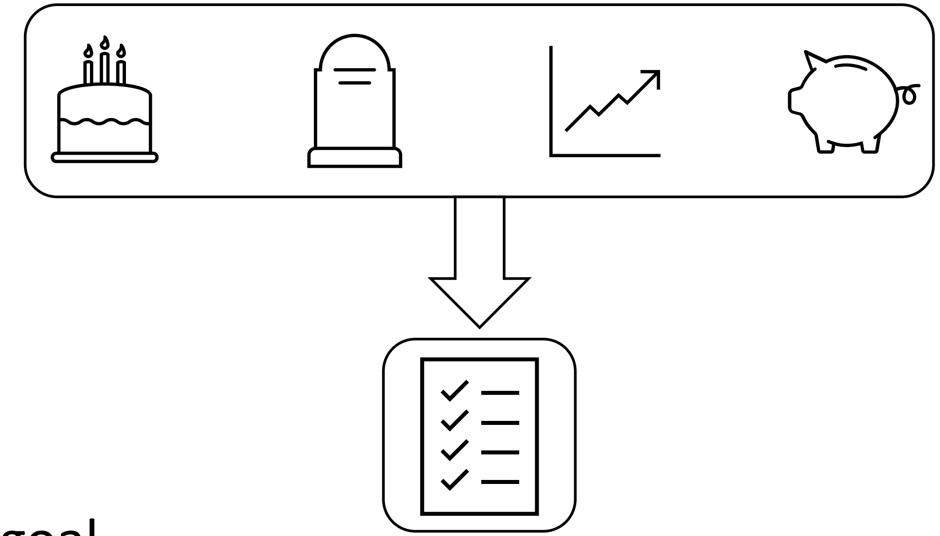
Pension Basics

Hurdles and Other Considerations

How is your agency doing relative to your funding targets?

Pension Basics

Pension Funding Concepts are Similar to Other Retirement Plans



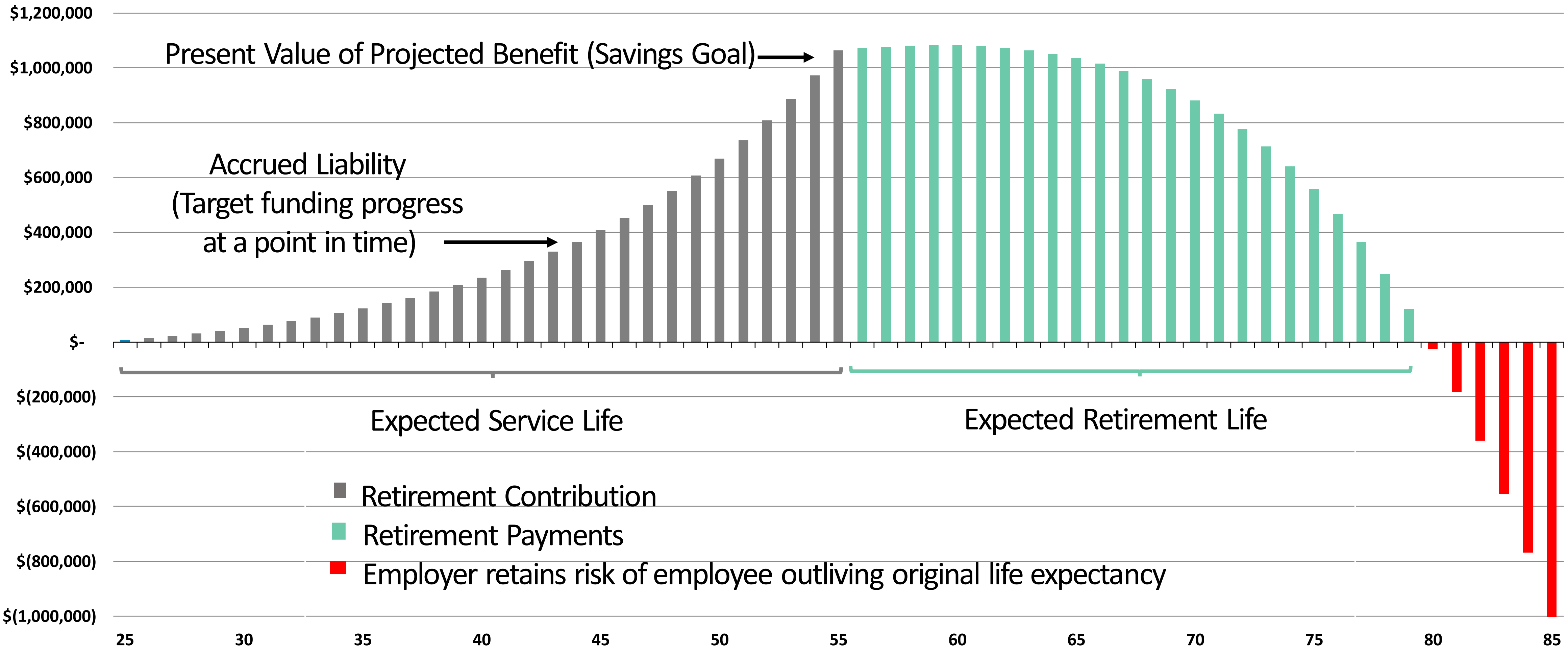
Participant or employer set retirement goals:

- Expected retirement age
- Life expectancy goal
- Expected investment earnings rate
- Expected savings balance or replacement income goal

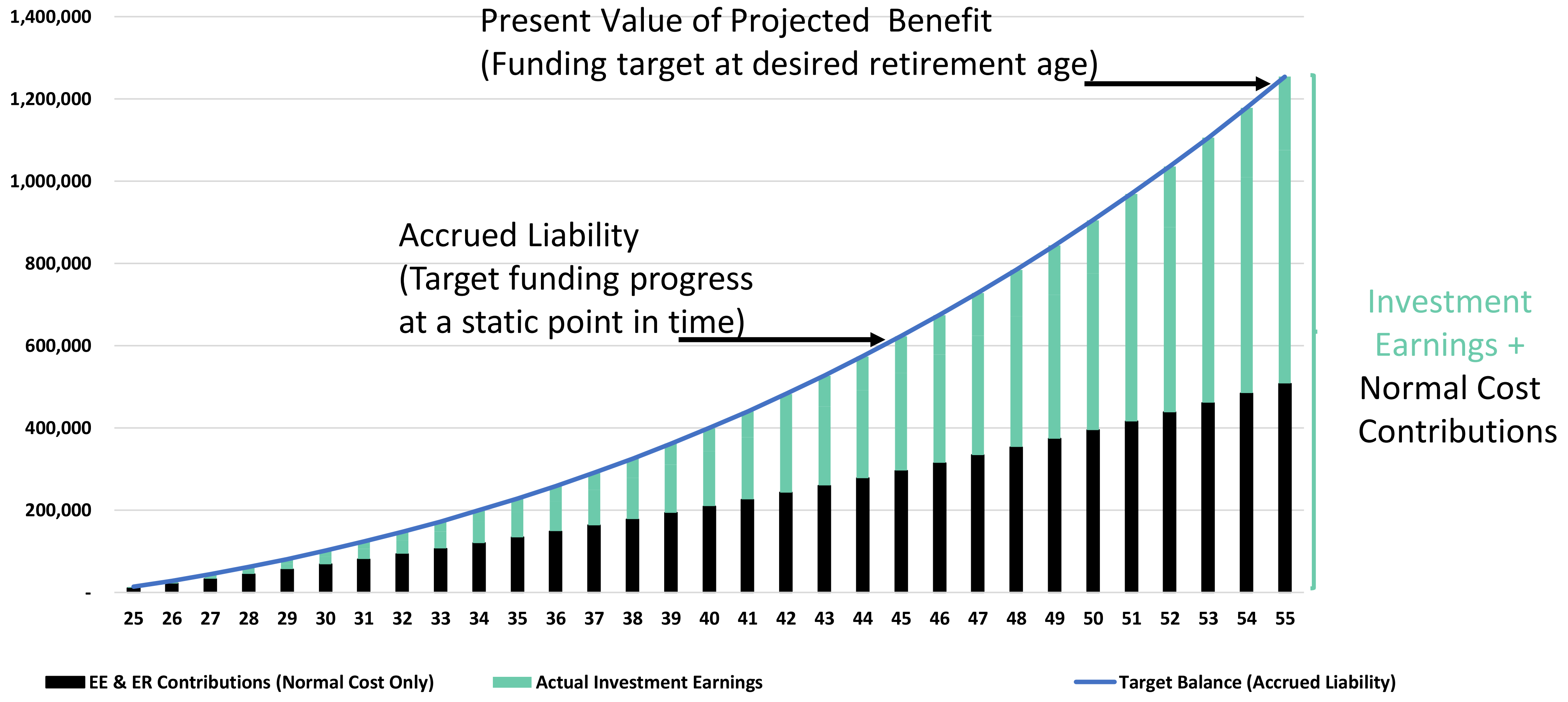
Goals determine initial savings rate estimated to achieve retirement goals

As compared to a defined contribution plan, the key difference with a defined benefit pension plan is who bears the risk if assumptions don't hold true.

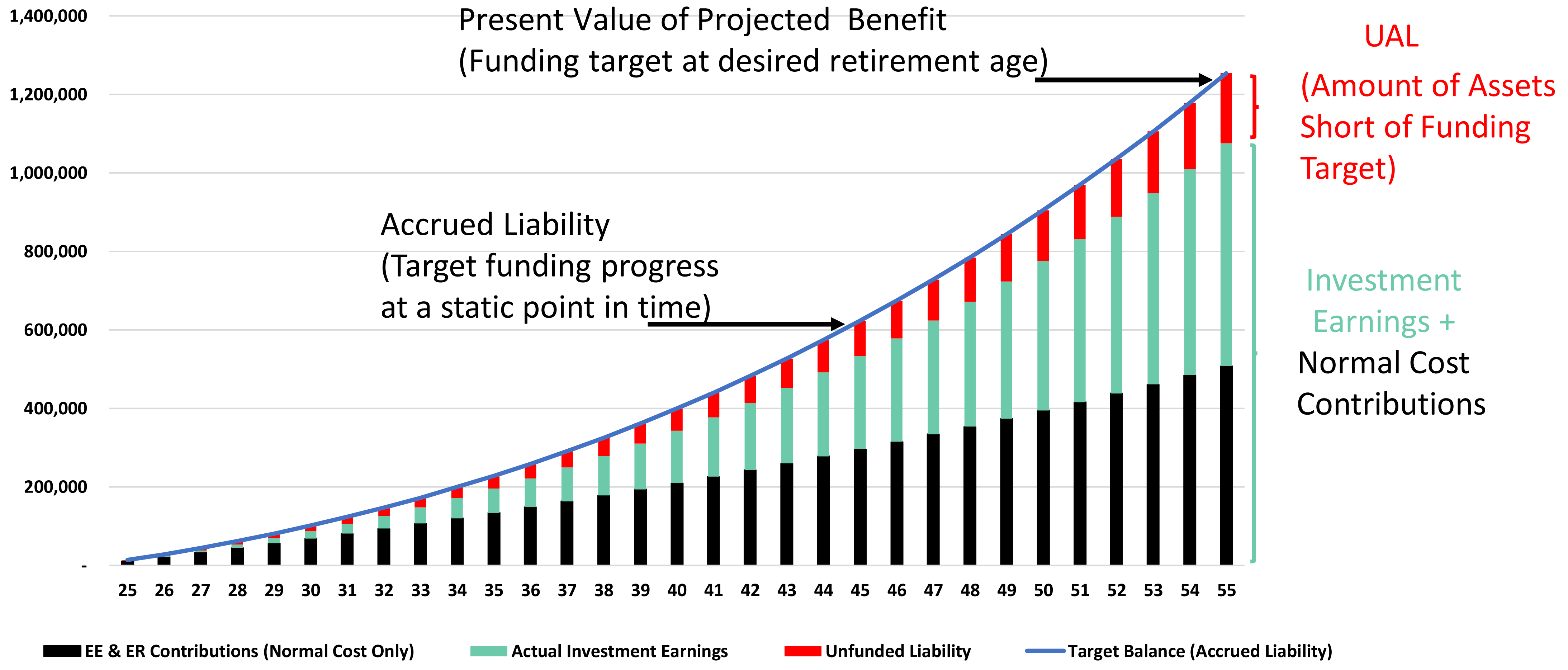
Illustration of Mortality Risk for an Individual Employee



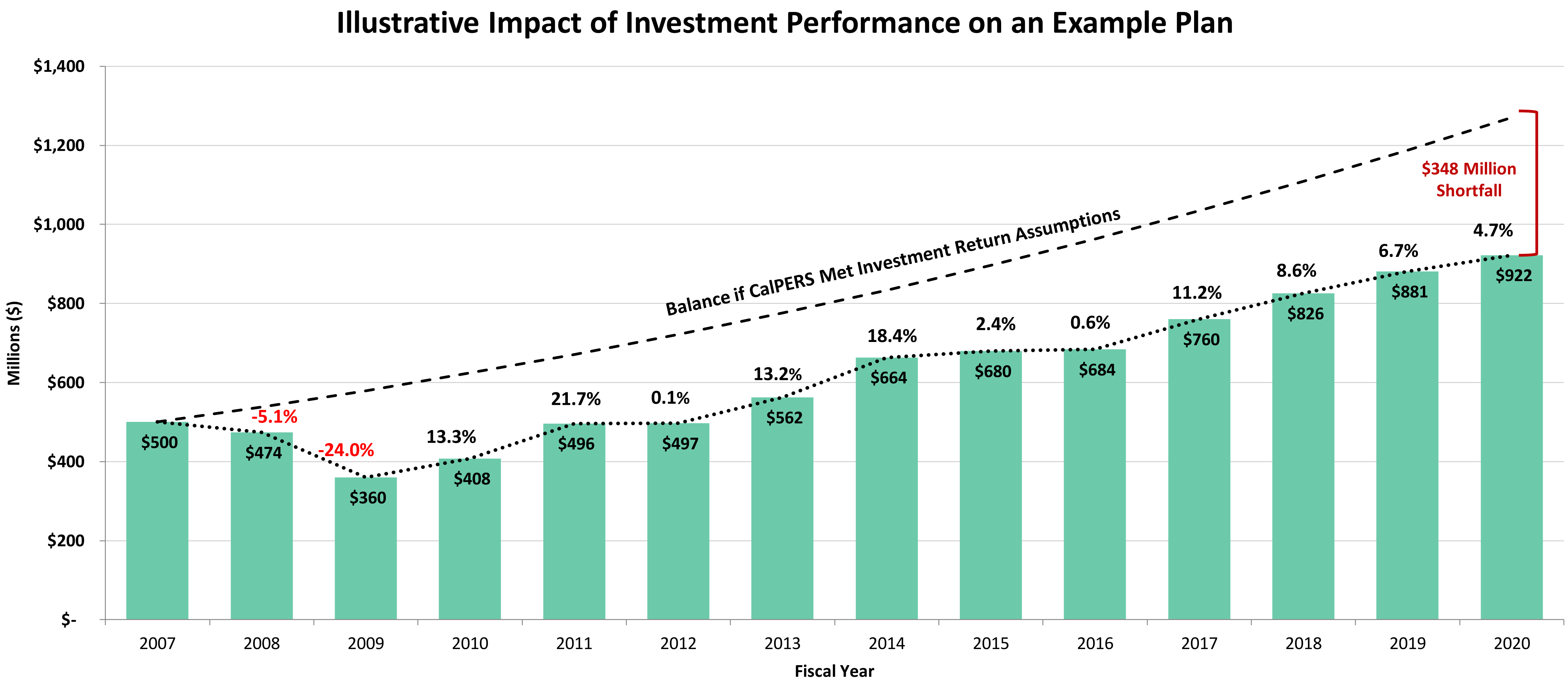
Retirement Plans Are Sensitive to Investment Earnings



Lower Investment Return Can Create an Unfunded Liability



Hasn't The Market Already Recovered?



Pension Jargon Glossary

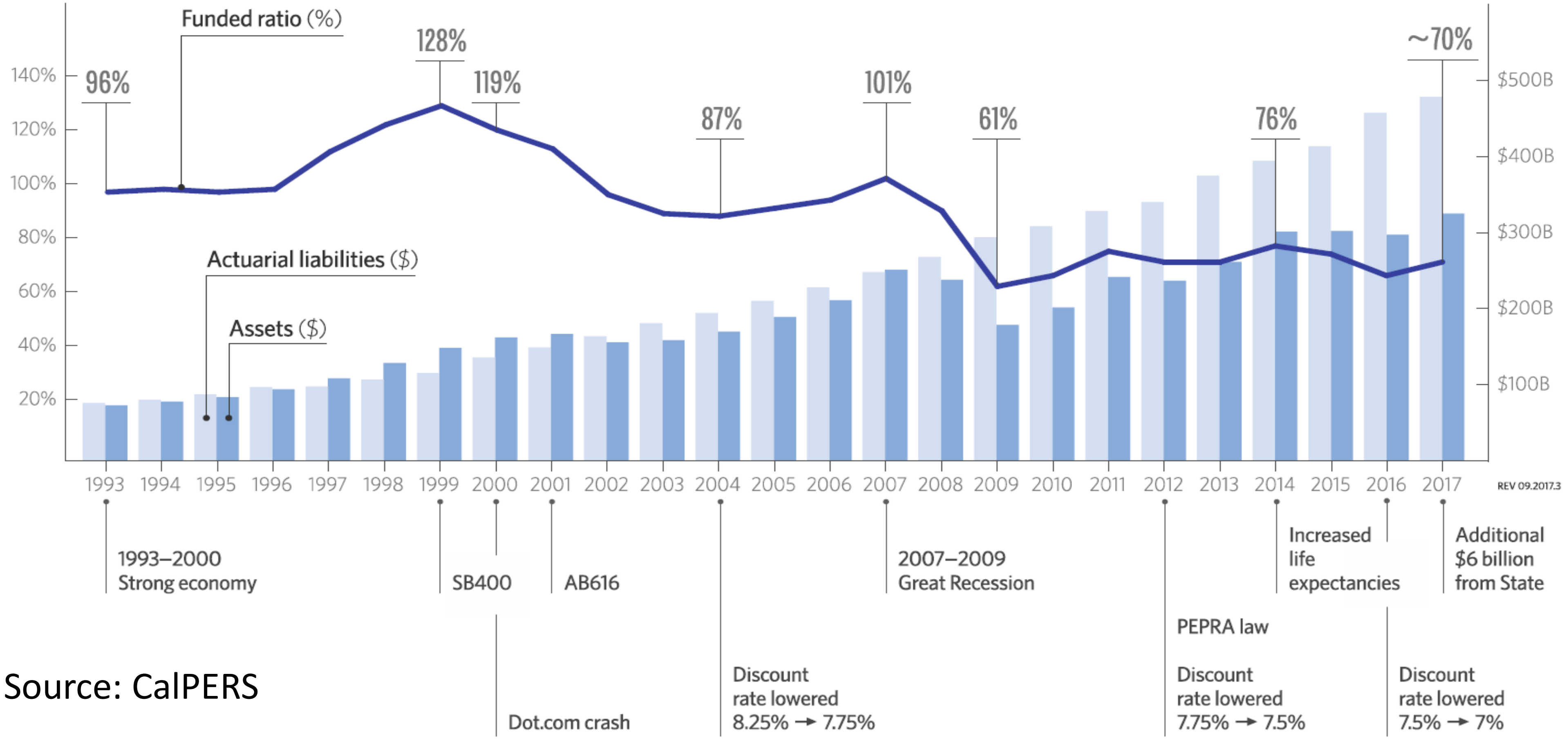
- Assumption = Target, Goals or Expected Results
- Experience = Actual Results
- Normal Cost = Initial contribution rate (Employee and Employer contributions)
- Present Value of Projected Benefit (PVPB) = Value of all future benefits in today's dollars
- Accrued Liability (AL) = Target funding progress at a given point of time
- Unfunded Accrued Liability (UAL) = Amount actual savings falls short of funding target
- Amortization of UAL = Additional annual contribution needed to get back on track
- Annual Required Contribution = Normal Cost + Amortization of UAL

Hurdles & Considerations

Events & Concerns

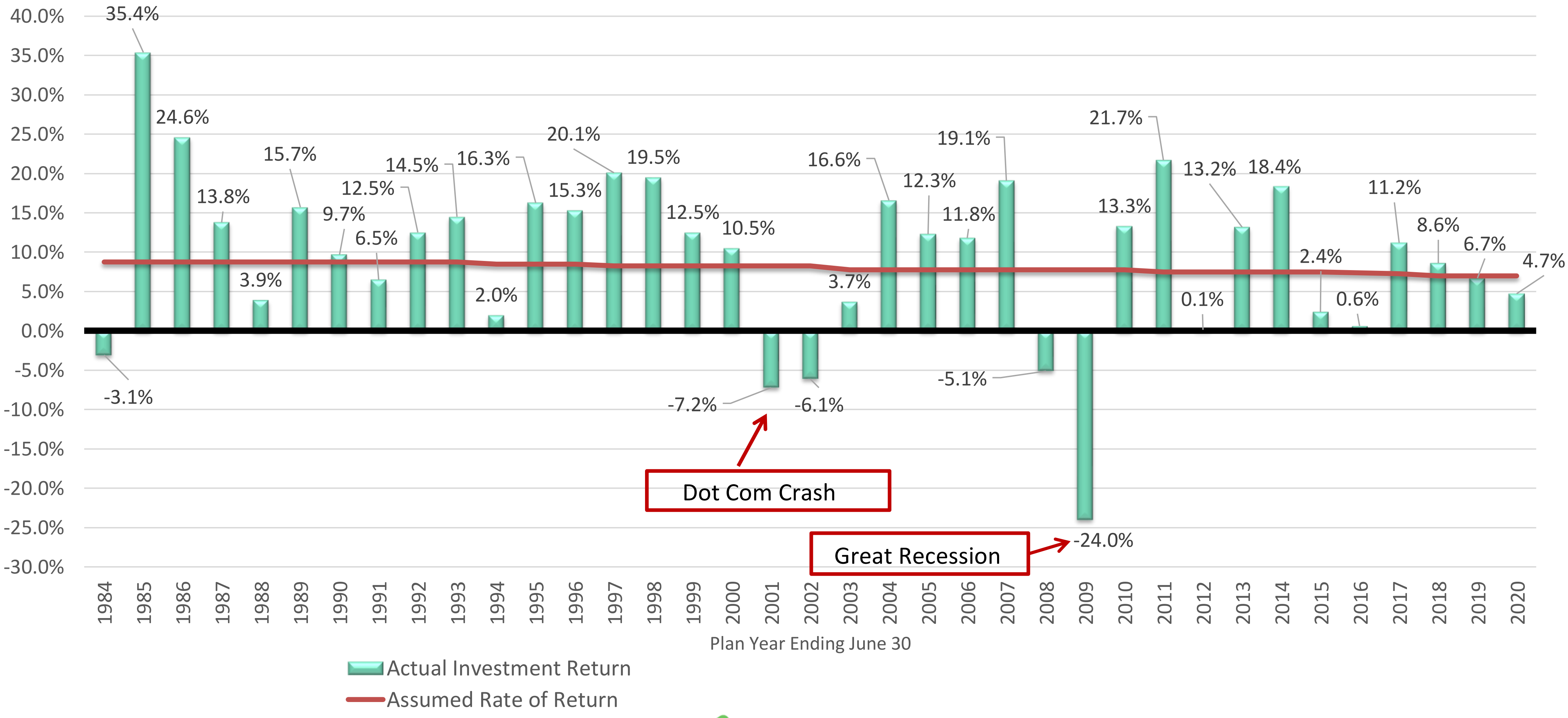
- Still paying off Great Recession losses and changes in assumptions in an increasing payment schedule
- 2019 Investment Loss ~ $521,000
- 2020 Investment Loss ~ $4,180,000
- Projected Capital Market Assumptions (CMA's) on future investment returns projected to underperform 7% Investment Earning Goal in the near term (5-10 Years)
- Potential further reductions to discount rate November 2021

Historical Factors Impacting Funded Status



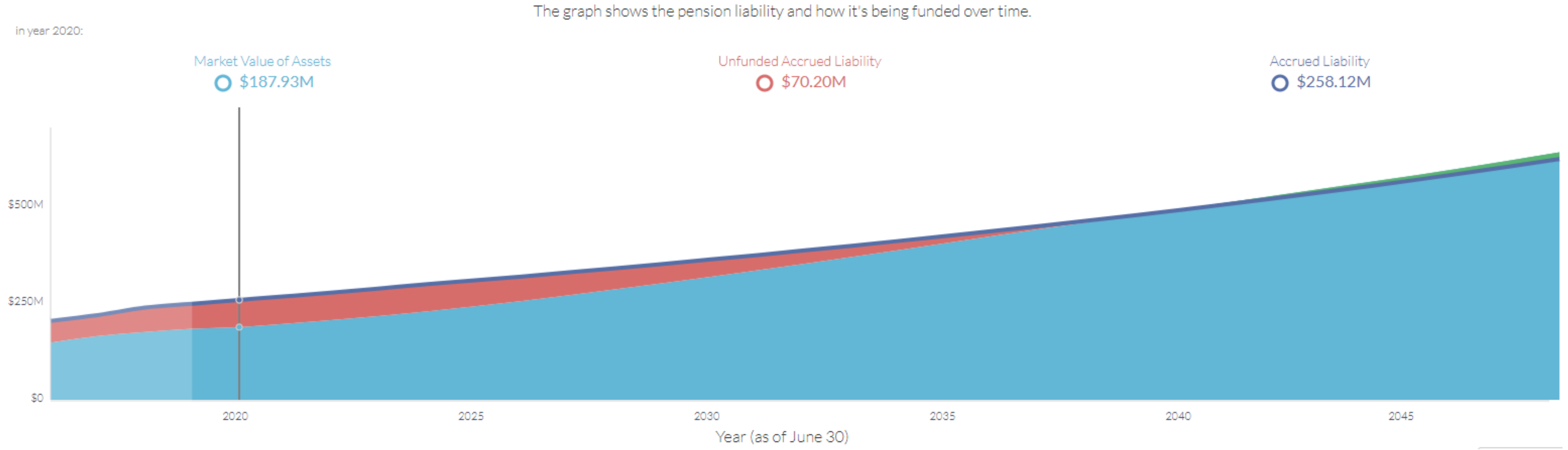
Source: CalPERS

CalPERS Historic Investment Returns

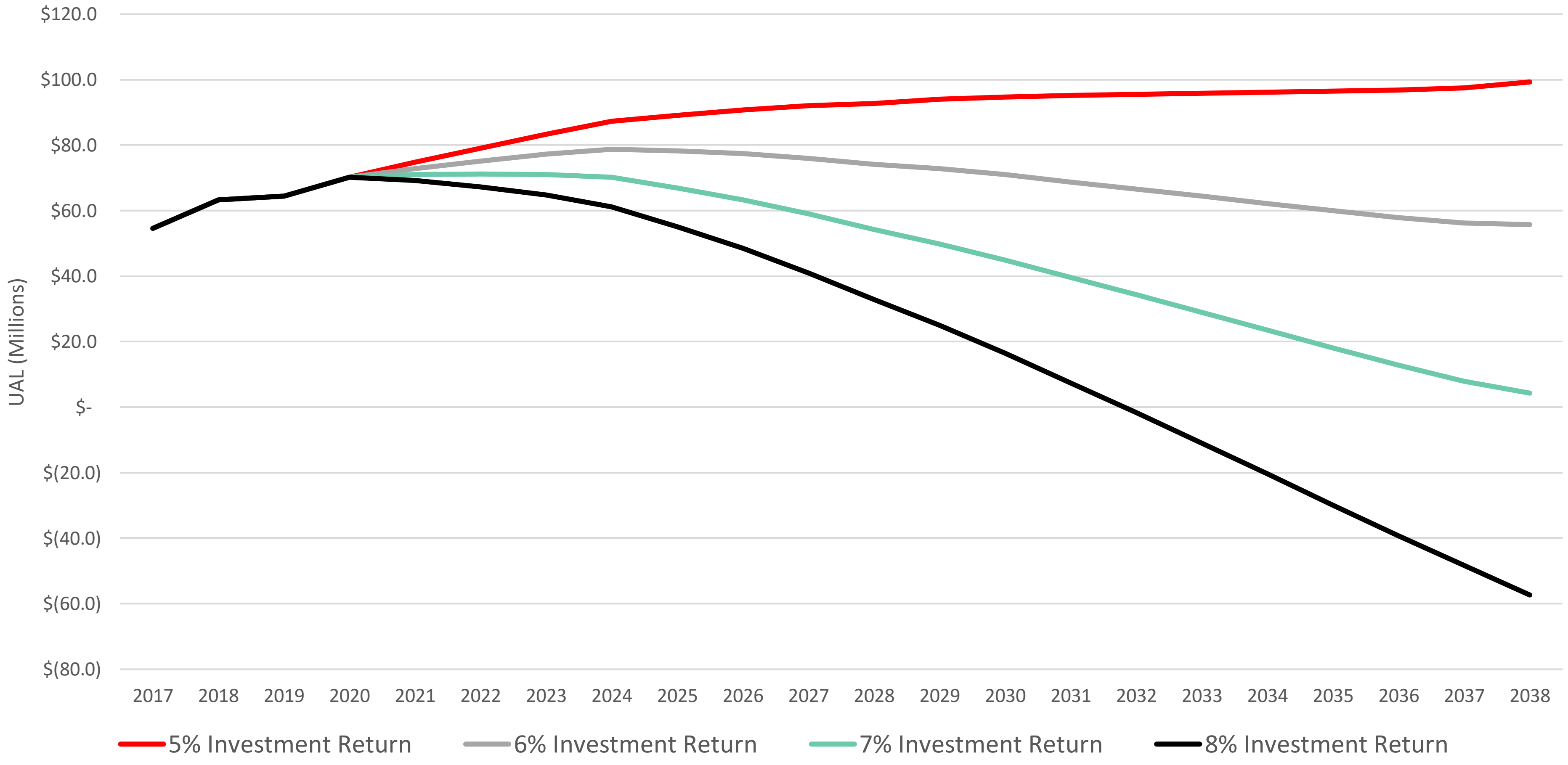


How is Menlo Park Doing?

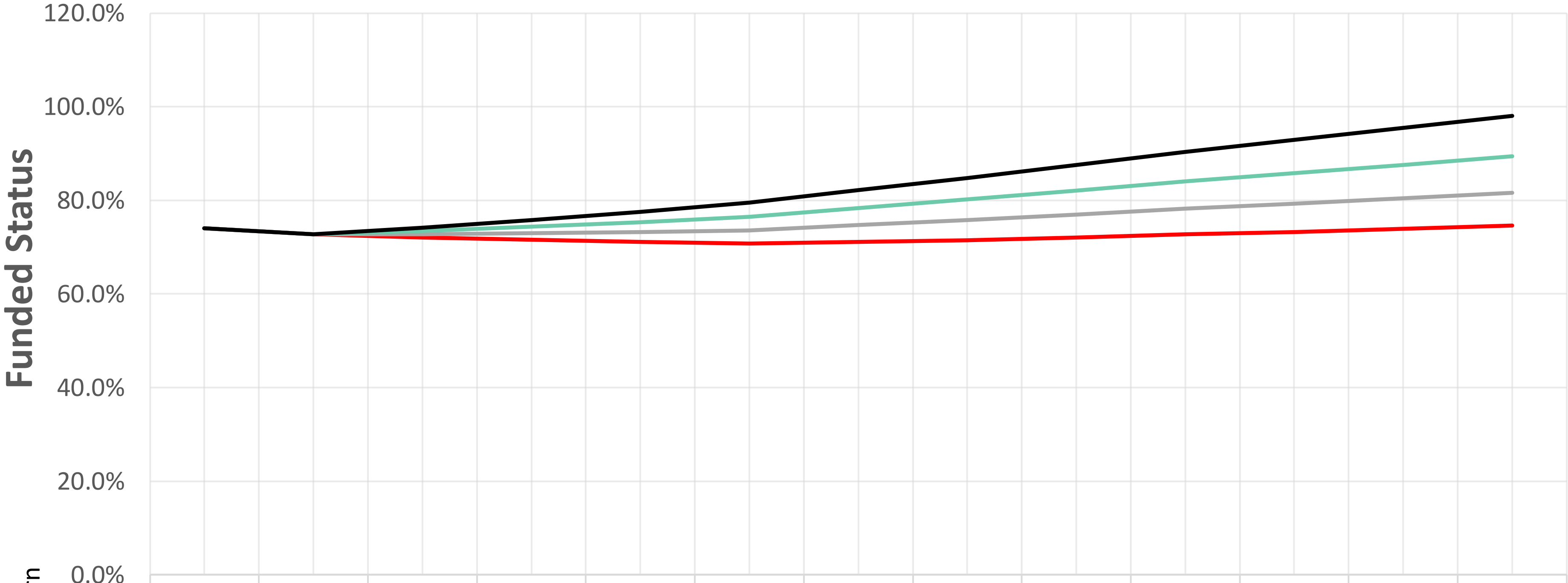
Unfunded Accrued Liability (UAL)



Projected UAL Balance
(Various Investment Return Scenarios)

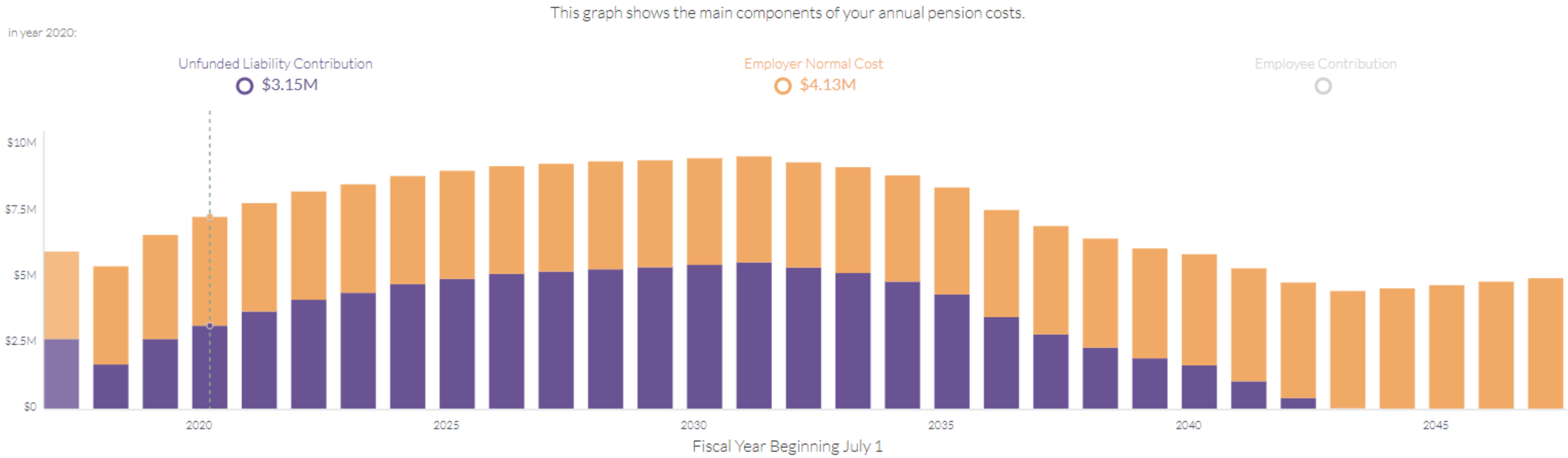


Plan Funded Status
(Various Investment Return Scenarios)



Investment Return	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
5%	74.0%	72.8%	72.1%	71.5%	71.1%	70.8%	71.2%	71.5%	72.1%	72.7%	73.2%	73.9%	74.6%
6%	74.0%	72.8%	72.8%	72.9%	73.2%	73.6%	74.7%	75.7%	76.9%	78.2%	79.3%	80.4%	81.6%
7%	74.0%	72.8%	73.5%	74.4%	75.4%	76.5%	78.4%	80.2%	82.1%	84.1%	85.8%	87.6%	89.4%
8%	74.0%	72.8%	74.2%	75.8%	77.5%	79.5%	82.2%	84.8%	87.6%	90.3%	92.9%	95.5%	98.0%

Required Employer Contribution



Questions

Disclaimer

While tested against actuarial valuation results, the software results will not necessarily match actuarial valuation results, as no two actuarial models are identical. The software offers financially sound projections and analysis; however, outputs do not guarantee compliance with standards under the Government Accounting Standards Board or Generally Accepted Accounting Principles. The software and this presentation are not prepared in accordance with standards as promulgated by the American Academy of Actuaries, nor do outputs or this presentation constitute Statements of Actuarial Opinion. GovInvest has used census data, plan provisions, and actuarial assumptions provided by Customer and/or Customer's actuary to develop the software for Customer. GovInvest has relied on this information without audit.

PENSION LIABILITY FUNDING

- Staff seeks direction on unfunded pension liabilities
  - Funding ratio
  - Target date for achieving funding ratio
- Preferred funding strategy
  - Additional payments
  - Section 115 Trust (rate smoothing)
  - Use of alternate discount rate
  - No changes

SPECIAL MEETING MINUTES – DRAFT

Date:	**1/14/2021**
Time:	**5:15 p.m.**
Location:	**Teleconference**

CITY OF MENLO PARK

Closed Session (Teleconference)

A. Call To Order

Mayor Combs called the meeting to order at 5:21 p.m.

B. Roll Call

Present:	Combs, Mueller, Nash, Taylor, Wolosin
Absent:	None
Staff:	City Manager Starla Jerome-Robinson, Interim City Attorney Cara Silver

C. Closed Session

C1. Conference with Legal Counsel – Potential Litigation: Significant exposure to litigation pursuant to § 54956.9(b) Number of cases – 1.

No reportable actions.

D. Adjournment

Mayor Combs adjourned the meeting at 6 p.m.

Judi A. Herren, City Clerk

NOVEL CORONAVIRUS, COVID-19, EMERGENCY ADVISORY NOTICE

On March 19, 2020, the Governor ordered a statewide stay-at-home order calling on all individuals living in the State of California to stay at home or at their place of residence to slow the spread of the COVID-19 virus. Additionally, the Governor has temporarily suspended certain requirements of the Brown Act. For the duration of the shelter in place order, the following public meeting protocols will apply.

Teleconference meeting: All members of the City Council, city staff, applicants, and members of the public will be participating by teleconference. To promote social distancing while allowing essential governmental functions to continue, the Governor has temporarily waived portions of the open meetings act and rules pertaining to teleconference meetings. This meeting is conducted in compliance with the Governor Executive Order N-25-20 issued March 12, 2020, and supplemental Executive Order N-29-20 issued March 17, 2020.

- How to participate in the meeting
  - Submit a written comment online:
    menlopark.org/publiccommentJanuary14*
  - Record a comment or request a call-back when an agenda topic is under consideration:
    Dial 650-474-5071*
    *Written and recorded public comments and call-back requests are accepted up to 1-hour before the meeting start time. Written and recorded messages are provided to the City Council at the appropriate time in their meeting. Recorded messages may be transcribed using a voice-to-text tool.

Note: City Council closed sessions are not broadcast online or on television and public participation is limited to the beginning of closed session.

Subject to Change: Given the current public health emergency and the rapidly evolving federal, state, county and local orders, the format of this meeting may be altered or the meeting may be canceled. You may check on the status of the meeting by visiting the City's website www.menlopark.org. The instructions for logging on to the webinar and/or the access code is subject to change. If you have difficulty accessing the webinar, please check the latest online edition of the posted agenda for updated information (menlopark.org/agenda).

REGULAR MEETING MINUTES – DRAFT

Date: 1/26/2021
Time: 5:00 p.m.
Location: Joinwebinar.com – ID# 378-335-195

Regular Session (Joinwebinar.com – ID# 378-335-195)

A. Call To Order

Mayor Combs called the meeting to order at 5:05 p.m.

B. Roll Call

Present: Combs, Mueller, Nash, Taylor, Wolosin
Absent: None
Staff: City Manager Starla Jerome-Robinson, Interim City Attorney Cara Silver, City Clerk Judi A. Herren

C. Report from Closed Session

No reportable actions.

D. Public Comment

- Sally Cole spoke in support of increased safety on Valparaiso Avenue (i.e., Valpo Hill).
- Rich Moen spoke in support of increased safety on Valparaiso Avenue (i.e., Valpo Hill).
- Ron Snow spoke in support of expediting the 25-mph (miles per hour) speed limit on Santa Cruz Avenue.

E. Presentations and Proclamations

E1. Proclamation: Recognizing Katherine Strehl (Attachment)

Mayor Combs read the proclamation.

F. Consent Calendar

F1. Accept the City Council meeting minutes for January 8 and 12, 2021 (Attachment)

The City Council updated the action language for item G1. on the January 12, 2021 minutes to "… amend the fiscal year 2020-21 budget to include only the nonpersonnel requests and clerical adjustments (with the exception of the Climate Action Plan Implementation amendment of $155,000) …".

F2. Adopt Resolution No. 6608 approving the final map for a condominium project located at 661-687 Partridge Avenue; accepting dedication of public utility easements, emergency vehicle access easements; authorizing the city clerk to sign the final map; and authorizing the city manager to sign the agreements required to implement the conditions of project approval (Staff Report #21-012-CC)

F3. Adopt Resolution No. 6609 initiating the Menlo Park landscape assessment district proceedings for fiscal year 2021-22 (Staff Report #21-015-CC)

The City Council discussed including Citywide standards in the engineering report.

ACTION: Motion and second (Nash/Wolosin), to approved the consent calendar, passed unanimously.

G. Regular Business

G1. Identify a preferred conceptual design for the Sharon Road sidewalk project and adopt Resolution No. 6610 restricting parking hours along Sharon Road and establishing a 15 miles per hour zone at La Entrada Middle School (Staff Report #21-017-CC) (Presentation)

Web form public comment received on item G1 (Attachment).

Assistant Public Works Director Chris Lamm made the presentation (Attachment).

- Ron Snow proposed an alternative (Attachment).
- Jennifer Johnson spoke in support of increased outreach and on safety concerns.
- Heather Hopkins spoke in support of Option B.
- Judi Rocchio spoke in support of Option A.
- Brigid Roberts spoke in support of Option B.
- Peter Edmonds spoke in support of Option A.
- Ingrid Rogers spoke in support of Option B.
- David Weiss spoke in support of Option B.
- Laurie Sobel spoke in support of Option B.
- Tina Messerlian spoke in support of Option B.
- Ann Latta spoke in support of Option A.
- Pat Connolly spoke in opposition to Option B.
- Harry Bird spoke in support of Option A.
- Tiffany Lee spoke in support of Option B.
- Neil Barman provided support and concerns related to both Options A and B.
- Matt Barman commented on safety concerns without sidewalks on Sharon Road.
- Anica Barman commented on safety concerns without sidewalks on Sharon Road.
- Katie Behroozi spoke in support of Option B.
- Randy Avalos spoke in support of Option A.
- Marci Coggins spoke in support of Option A.
- Dorothy Conroy spoke in support of Option A.
- Marty Smith spoke in support of Option A.
- Christine Tomomatsu spoke in opposition of the project.
- Adina Levin spoke in support of Option B.
- Allison Bird spoke in support of Option B and concerns with ADA (Americans with Disability Acts) accessibility.

The City Council discussed the history of the project and other sidewalk projects in Menlo Park (e.g., Santa Cruz Avenue), alternatives to Options A and B, and CEQA (California Environmental Quality

Act) requirements. The City Council received clarification on safety, ADA compliance, speed zone, impact to trees, enforcement issues with timed parking, and the amount of parking spaces proposed to be removed.

Recess

The City Council took a recess at 8:05 p.m.

The City Council reconvened at 8:23 p.m.

ACTION: Motion and second (Wolosin/Mueller), to approved Option B (concrete sidewalk) with the additional direction: 1) to make travel lanes as close to 10' as feasible with excess width split with property owner and additional sidewalk space up to a 6' wide sidewalk; 2) authorize the use of all available budget funds (up to $850,000); 3) when installing signage pole to have them on the edges of the sidewalk to maximize continuous walking space; 4) twenty-four/seven restricted parking; 5) consideration of a bulb out at Sharon Road and Altschul Avenue; 6) maximize accessibility where feasible; 7) preserve and protect heritage trees; 8) establish a 15-mph zone 9) direct staff to meet and confirm with residents on Sharon Road within the proposed timeline and incorporate outreach to residents regarding sewer lateral upgrades and landscaping; and 10) project exemption under CEQA classed 1 and 4, passed unanimously.

Mayor Combs reordered the agenda.

G3. Consideration of design elements for the Menlo Park Community Campus pool (Staff Report #21-014-CC) (Informe de Personal #21-014-CC) (Presentation)

Deputy City Manager Justin Murphy made the presentation (Attachment).

- Jennifer Johnson spoke in support of increased accessibility.

The City Council received clarification on proposed ADA compliance and considerations for increased accessibility. The City Council directed staff to meet with Jennifer Johnson and the City Council Menlo Park community campus subcommittee to discuss a redesign of the pool with increased accessibility and to return the item at a future special meeting.

ACTION: By acclamation, the City Council extended the meeting past 11 p.m.

G2. Consider modifications to the Downtown street closure and temporary outdoor use permit pilot program and adopt urgency Ordinance No. 1075 reopening all travel lanes on Santa Cruz Avenue (Staff Report #21-019-CC)

Deputy City Manager Justin Murphy introduced the item.

The City Council received clarification on businesses impacted by the proposed reopening. The City Council requested this item be returned at the February 23, 2021 City Council meeting.

H. Informational Items

H1. City Council agenda topics: February 2021 to March 2021 (Staff Report #21-013-CC)

H2. Update on temporary outdoor dining grant program (Staff Report #21-018-CC)

The City Council discussed prioritization of the grant awardees.

H3. January 30 annual goal setting workshop (Staff Report #21-016-CC)

Web form public comment received on item H3 (Attachment).

I. City Manager's Report

None.

J. City Councilmember Reports

City Councilmember Wolosin reported out on the League of California Cities new city councilmember training.

City Councilmember Mueller reported on the Bay Area Water Supply and Conservation Agency meeting.

City Councilmember Taylor reported out on the Menlo Park community center subcommittee, Triangle Task Force for homelessness in Bayfront, upcoming SFO Round Table meetings, and South Bayside Waste Management Authority orientation.

K. Adjournment

Mayor Combs adjourned the meeting at 11:43 p.m.

Judi A. Herren, City Clerk

NOVEL CORONAVIRUS, COVID-19, EMERGENCY ADVISORY NOTICE

On March 19, 2020, the Governor ordered a statewide stay-at-home order calling on all individuals living in the State of California to stay at home or at their place of residence to slow the spread of the COVID-19 virus. Additionally, the Governor has temporarily suspended certain requirements of the Brown Act. For the duration of the shelter in place order, the following public meeting protocols will apply.

Teleconference meeting: All members of the City Council, city staff, applicants, and members of the public will be participating by teleconference. To promote social distancing while allowing essential governmental functions to continue, the Governor has temporarily waived portions of the open meetings act and rules pertaining to teleconference meetings. This meeting is conducted in compliance with the Governor Executive Order N-25-20 issued March 12, 2020, and supplemental Executive Order N-29-20 issued March 17, 2020.

- How to participate in the meeting
  - Submit a written comment online:
    menlopark.org/publiccommentJanuary26*
  - Record a comment or request a call-back when an agenda topic is under consideration:
    Dial 650-474-5071*
  - Access the regular meeting real-time online at:
    joinwebinar.com – Regular Meeting ID 378-335-195
  - Access the regular meeting real-time via telephone (listen only mode) at:
    (415) 930-5321
    Regular Meeting ID 861-863-885 (# – no audio pin)
    (416) Written and recorded public comments and call-back requests are accepted up to 1-hour before the meeting start time. Written and recorded messages are provided to the City Council at the appropriate time in their meeting. Recorded messages may be transcribed using a voice-to-text tool.

- Watch regular meeting:
  - Cable television subscriber in Menlo Park, East Palo Alto, Atherton, and Palo Alto:
    Channel 26
  - Online:
    menlopark.org/streaming

Note: City Council closed sessions are not broadcast online or on television and public participation is limited to the beginning of closed session.

Subject to Change: Given the current public health emergency and the rapidly evolving federal, state, county and local orders, the format of this meeting may be altered or the meeting may be canceled. You may check on the status of the meeting by visiting the City's website www.menlopark.org. The instructions for logging on to the webinar and/or the access code is subject to change. If you have difficulty accessing the webinar, please check the latest online edition of the posted agenda for updated information (menlopark.org/agenda).

SPECIAL MEETING MINUTES – DRAFT

Date:	**2/1/2021**
Time:	**4:00 p.m.**
Location:	**Joinwebinar.com – ID# 406-347-347**

Special Session (Joinwebinar.com – ID# 406-347-347)

A. Call To Order

Mayor Combs called the meeting to order at 4:03 p.m.

B. Roll Call

Present:	Combs, Mueller, Nash, Taylor, Wolosin
Absent:	None
Staff:	City Manager Starla Jerome-Robinson, Interim City Attorney Cara Silver, City Clerk Judi A. Herren

C. Regular Business

C1. Consideration of design elements for the Menlo Park Community Campus pool (Staff Report #21-023-CC)

Assistant Public Works Director Chris Lamm made the presentation (Attachment).

- Kim Novello proposed alternatives to the design with the use of more natural features.
- Jennifer Johnson spoke in support of the new design.

The City Council discussed the process of generating the revised design. The City Council received clarification on the newly proposed ADA (Americans with Disabilities Act) ramp, capacity limits, and design elements.

ACTION: Motion and second (Nash/ Mueller), to approve the revised pool layout for the Menlo Park community campus located at 100-110 as shown it Attachment A, passed unanimously (Attachment).

D. Adjournment

Mayor Combs adjourned the meeting at 4:34 p.m.

Judi A. Herren, City Clerk

NOVEL CORONAVIRUS, COVID-19, EMERGENCY ADVISORY NOTICE

On March 19, 2020, the Governor ordered a statewide stay-at-home order calling on all individuals living in the State of California to stay at home or at their place of residence to slow the spread of the COVID-19 virus. Additionally, the Governor has temporarily suspended certain requirements of the Brown Act. For the duration of the shelter in place order, the following public meeting protocols will apply.

Teleconference meeting: All members of the City Council, city staff, applicants, and members of the public will be participating by teleconference. To promote social distancing while allowing essential governmental functions to continue, the Governor has temporarily waived portions of the open meetings act and rules pertaining to teleconference meetings. This meeting is conducted in compliance with the Governor Executive Order N-25-20 issued March 12, 2020, and supplemental Executive Order N-29-20 issued March 17, 2020.

- How to participate in the meeting
  - Submit a written comment online:
    menlopark.org/publiccommentFebruary1*
  - Record a comment or request a call-back when an agenda topic is under consideration:
    Dial 650-474-5071*
  - Access the special meeting real-time online at:
    joinwebinar.com – Special Meeting ID 406-347-347
  - Access the regular meeting real-time via telephone (listen only mode) at:
    (415) 930-5321
    Special Meeting ID 570-579-688 (# – no audio pin)
    (416) Written and recorded public comments and call-back requests are accepted up to 1-hour before the meeting start time. Written and recorded messages are provided to the City Council at the appropriate time in their meeting. Recorded messages may be transcribed using a voice-to-text tool.

- Watch special meeting:
  - Cable television subscriber in Menlo Park, East Palo Alto, Atherton, and Palo Alto:
    Channel 26
  - Online:
    menlopark.org/streaming

Note: City Council closed sessions are not broadcast online or on television and public participation is limited to the beginning of closed session.

Subject to Change: Given the current public health emergency and the rapidly evolving federal, state, county and local orders, the format of this meeting may be altered or the meeting may be canceled. You may check on the status of the meeting by visiting the City's website www.menlopark.org. The instructions for logging on to the webinar and/or the access code is subject to change. If you have difficulty accessing the webinar, please check the latest online edition of the posted agenda for updated information (menlopark.org/agenda).

CITY OF MENLO PARK

STAFF REPORT

City Council
Meeting Date: **2/9/2021**
Staff Report Number: **21-025-CC**

Consent Calendar: **Receive and file the investment portfolio review as of December 31, 2020**

Recommendation

Staff recommends receipt and filing of the City's investment portfolio review as of December 31, 2020.

Policy Issues

The City and the Successor Agency funds are invested in full compliance with the City's investment policy and State law, which emphasize safety, liquidity and yield.

Background

The City's investment policy requires a quarterly investment report to the City Council, which includes all financial investments of the City and provides information on the investment type, value and yield for all securities.

Analysis

Investment portfolio as of December 31, 2020

The City's investment portfolio as of December 31, 2020, totaled $158,836,236. As shown below in Table 1, the City's investments by type are measured by the amortized cost as well as the fair value as of December 31, 2020. The Local Agency Investment Fund (LAIF) is considered a safe investment as it provides the liquidity of a money market fund. The majority of the remaining securities are prudent and secure short- and medium-term investments (1-5 years), bearing a higher interest rate than LAIF, and/or provide investment diversification.

Table 1: Recap of investments held as of December 31, 2020

Security	Amortized cost basis	Fair value basis	% of portfolio
LAIF	$ 75,000,000	$ 75,000,000	47.2%
Securities portfolio			
Corporate bonds	36,492,201	37,275,000	23.5%
Government agencies	33,747,696	34,653,082	21.8%
Government bonds	11,527,331	11,908,203	7.5%
Total	**$ 156,767,228**	**$ 158,836,285**	**100.0%**

As shown in Table 1, the fair value of the City's securities was $2,069,057 greater than the amortized cost as of December 31, 2020. The difference between amortized cost and fair value is referred to as an unrealized loss or gain, and is due to market values fluctuating from one period to another. It is important to note that any unrealized loss or gain does not represent an actual cash transaction to the City, as the City generally holds securities to maturity to avoid market risk.

The consolidated portfolio report for the quarter ending December 31, 2020, is included as Attachment A and each component is described in greater detail below.

LAIF

As previously shown in Table 1, 47 percent of the portfolio resides in the City's account at the LAIF, a liquid fund managed by the California State Treasurer, yielding 0.54 percent for the quarter ended December 31, 2020. LAIF yields have fluctuated greatly over recent years, gradually increasing from historic lows following the Great Recession, then falling rapidly during the course of the COVID-19 public health emergency. Due to the liquidity of LAIF and based on uncertainty surrounding rates for longer-term securities, the City has kept a large number of funds in LAIF in recent years. However, the City does invest excess funds in other types of securities in an effort to provide diversification and guarantee rates from longer-duration investments.

Securities portfolio

As of December 31, 2020, the City held a number of securities in corporate bonds, government agency notes and government bonds and reflect a diversified mix in terms of type but all at low risk. Insight Investment serves as the City's financial adviser on security investments and makes recommended trades of securities, purchase and sale that align market conditions to the City Council adopted investment policy to the greatest extent possible. The Insight Investments quarterly statement for the period ended December 31, 2020, is provided in Attachment B. As shown on the quarterly statement, the return for the period ended December 31, 2020, on an amortized cost basis, was 0.50 percent. The positions the City held as of December 31, 2020, are included in Attachment C and the concentrations of corporate positions by industry is included in Attachment D.

Performance comparison

As specified in the City's investment policy, the performance of the portfolio is measured against the benchmark of a treasury bond. In the quarter ending December 31, 2020, the City's portfolio returned a weighted average of 1.25 percent with non-LAIF funds having a weighted average maturity of 1.85 years. The trailing 18-month period for a two-year treasury note saw a yield of 0.71 percent, or 0.54 percent lower than the City's portfolio performance. This is primarily the result of the City's purchases of longer duration positions before the economic effects of the pandemic, and purchases made after the maturity of those positions will likely see a convergence toward the Treasury bonds in coming periods.

Impact on City Resources

Due to the liquidity of LAIF accounts, the City has more than sufficient funds available to meet its expenditure requirements for the next six months.

Environmental Review

This action is not a project within the meaning of the California Environmental Quality Act (CEQA) Guidelines §§ 15378 and 15061(b)(3) as it will not result in any direct or indirect physical change in the environment.

Public Notice

Public notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting.

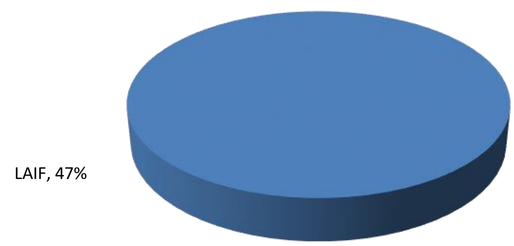
Attachments

A. Insight Investments consolidated portfolio report for the quarter ended December 31, 2020
B. Insight Investments advised funds quarterly report for the quarter ended December 31, 2020
C. Securities positions held by the City of Menlo Park as of December 31, 2020
D. Investment industry concentration for positions held by the City of Menlo Park as of December 31, 2020

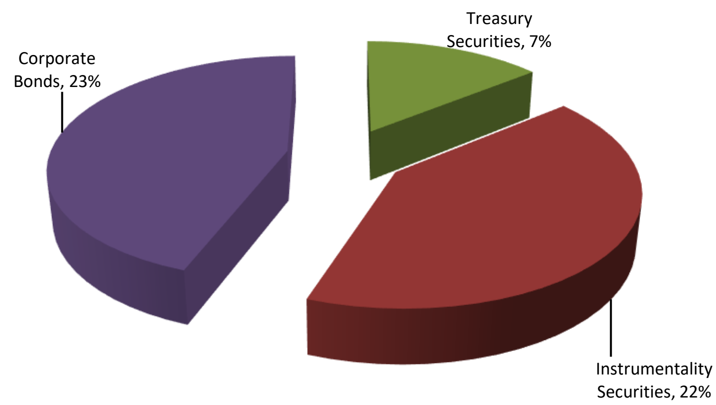
Report prepared by:
Dan Jacobson, Assistant Administrative Services Director

City of Menlo Park
Quarterly Consolidated Portfolio Report
December 31, 2020

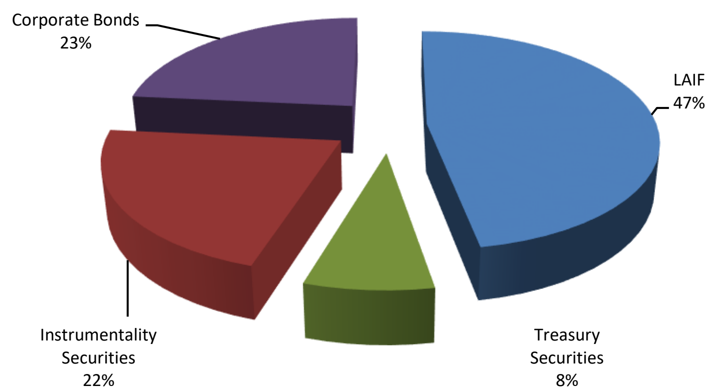
City Managed Assets			%	Return
LAIF	$	75,000,000	47%	0.54%
Total Internally Managed	**$**	**75,000,000**	47%	
Weighted Average Yield		**0.54%**		
				Days
Effective Average Duration - Internal				1
Weighted Average Maturity - Internal				1



Advisor Managed Assets			%	Return
Treasury Securities	$	11,908,203	7%	1.89%
Instrumentality Securities	$	34,653,082	22%	1.86%
Corporate Bonds	$	37,275,000	23%	1.91%
Total Externally Managed	**$**	**83,836,286**	53%	
Weighted Average Yield		**1.89%**		
				Years
Effective Average Duration - External				1.62
Weighted Average Maturity - External				1.85



Total Portfolio Assets			%	Return
LAIF	$	75,000,000	47%	0.54%
Treasury Securities	$	11,908,203	7%	1.89%
Instrumentality Securities	$	34,653,082	22%	1.86%
Corporate Bonds	$	37,275,000	23%	1.91%
Total Portfolio Assets	**$**	**158,836,286**		
Weighted Average Yield		**1.25%**		
				Years
Effective Average Duration - Total				0.86
Weighted Average Maturity - Total				0.98



Portfolio Change		
Beginning Balance	$	163,183,172
Ending Balance	$	158,836,286

Yield Comparison	**2-Year Treasury**	**2-Year Treasury (18 Month Trailing)**
	0.15%	**0.71%**

* Note: All data for external assets was provided by the client and is believed to be accurate.

Insight Investment does not manage the external assets and this report is provided for the client's use.

Market values are presented.

CITY OF MENLO PARK

December 2020

Insight INVESTMENT

BNY MELLON | INVESTMENT MANAGEMENT

ACTIVITY AND PERFORMANCE SUMMARY

For the period October 1, 2020 - December 31, 2020

Amortized Cost Basis Activity Summary

Opening balance		84,857,857.01
Participant contributions	0.08	
Income received	410,626.24	
Total receipts		410,626.32
Expenses paid	(875.01)	
Total disbursements		(875.01)
Interportfolio transfers	(3,436,318.01)	
Total Interportfolio transfers		(3,436,318.01)
Realized gain (loss)		21,481.02
Change in accruals from security movement		0.00
Total amortization expense		(101,221.39)
Total OID/MKT accretion income		15,678.03
Return of capital		0.00
Closing balance		81,767,227.97
Ending fair value		83,836,285.95
Unrealized gain (loss)		2,069,057.98

Detail of Amortized Cost Basis Return

	Interest earned	Accretion (amortization)	Realized gain (loss)	Total income
Corporate Bonds	246,389.84	(68,215.16)	21,481.02	199,655.70
Government Agencies	178,564.57	(18,310.57)	0.00	160,254.00
Government Bonds	53,883.12	982.37	0.00	54,865.49
Total	**478,837.53**	**(85,543.36)**	**21,481.02**	**414,775.19**

Comparative Rates of Return (%)

	* Twelve month trailing	* Six month trailing	* Three month trailing
Fed Funds	0.37	0.05	0.02
Overnight Repo	0.39	0.05	0.03
Merrill Lynch 3m US Treas Bill	0.33	0.04	0.02
Merrill Lynch 6m US Treas Bill	0.33	0.05	0.02
ML 1 Year US Treasury Note	0.38	0.06	0.03
ML 2 Year US Treasury Note	0.39	0.07	0.04
ML 5 Year US Treasury Note	0.54	0.16	0.09

* rates reflected are cumulative

Summary of Amortized Cost Basis Return for the Period

	Total portfolio
Interest earned	478,837.53
Accretion (amortization)	(85,543.36)
Realized gain (loss) on sales	21,481.02
Total income on portfolio	414,775.19
Average daily amortized cost	82,191,507.38
Period return (%)	0.50
YTD return (%)	2.05
Weighted average final maturity in days	677

ACTIVITY AND PERFORMANCE SUMMARY

For the period October 1, 2020 - December 31, 2020

Fair Value Basis Activity Summary

Opening balance		87,183,614.85
Participant contributions	0.08	
Income received	410,626.24	
Total receipts		410,626.32
Expenses paid	(875.01)	
Total disbursements		(875.01)
Interportfolio transfers	(3,436,318.01)	
Total Interportfolio transfers		(3,436,318.01)
Unrealized gain (loss) on security movements		0.00
Change in accruals from security movement		0.00
Return of capital		0.00
Change in fair value for the period		(320,762.20)
Ending fair value		83,836,285.95

Detail of Fair Value Basis Return

	Interest earned	Change in fair value	Total income
Corporate Bonds	246,389.84	(120,470.57)	125,919.27
Government Agencies	178,564.57	(150,604.13)	27,960.44
Government Bonds	53,883.12	(49,687.50)	4,195.62
Total	**478,837.53**	**(320,762.20)**	**158,075.33**

Comparative Rates of Return (%)

	* Twelve month trailing	* Six month trailing	* Three month trailing
Fed Funds	0.37	0.05	0.02
Overnight Repo	0.39	0.05	0.03
ICE Bofa 3 Months US T-BILL	0.67	0.07	0.03
ICE Bofa 6m US Treas Bill	1.05	0.11	0.05
ICE Bofa 1 Yr US Treasury Note	1.82	0.13	0.05
ICE BofA US Treasury 1-3	3.10	0.15	0.05
ICE BofA US Treasury 1-5	4.25	0.14	0.02

* rates reflected are cumulative

Summary of Fair Value Basis Return for the Period

	Total portfolio
Interest earned	478,837.53
Change in fair value	(320,762.20)
Total income on portfolio	158,075.33
Average daily total value *	84,805,612.65
Period return (%)	0.19
YTD return (%)	3.70
Weighted average final maturity in days	677

* Total value equals market value and accrued interest

ADDITIONAL INFORMATION

As of December 31, 2020

Past performance is not a guide to future performance. The value of investments and any income from them will fluctuate and is not guaranteed (this may partly be due to exchange rate changes) and investors may not get back the amount invested. Transactions in foreign securities may be executed and settled in local markets. Performance comparisons will be affected by changes in interest rates. Investment returns fluctuate due to changes in market conditions. Investment involves risk, including the possible loss of principal. No assurance can be given that the performance objectives of a given strategy will be achieved. The information contained herein is for your reference only and is being provided in response to your specific request and has been obtained from sources believed to be reliable; however, no representation is made regarding its accuracy or completeness. This document must not be used for the purpose of an offer or solicitation in any jurisdiction or in any circumstances in which such offer or solicitation is unlawful or otherwise not permitted. This document should not be duplicated, amended, or forwarded to a third party without consent from Insight. This is a marketing document intended for professional clients only and should not be made available to or relied upon by retail clients

Investment advisory services in North America are provided through two different SEC-registered investment advisers using the brand Insight Investment: Insight North America LLC (INA) and Insight Investment International Limited (IIIL). The North American investment advisers are associated with a broader group of global investment managers that also (individually and collectively) use the corporate brand Insight Investment and may be referred to as Insight, Insight Group or Insight Investment.

INA is an investment adviser registered with the Securities and Exchange Commission (SEC), under the Investment Advisers Act of 1940, as amended. Registration with the SEC does not imply a certain level of skill or training. You may request, without charge, additional information about Insight. Moreover, specific information relating to Insights strategies, including investment advisory fees, may be obtained from INA's Form ADV Part 2A, which is available without charge upon request.

Where indicated, performance numbers used in the analysis are gross returns. The performance reflects the reinvestment of all dividends and income. INA charges management fees on all portfolios managed and these fees will reduce the returns on the portfolios. For example, assume that $30 million is invested in an account with INA, and this account achieves a 5.0% annual return compounded monthly, gross of fees, for a period of five years. At the end of five years that account would have grown to $38,500,760 before the deduction of management fees. Assuming management fees of 0.25% per year are deducted monthly from the account, the value at the end of the five year period would be $38,022,447. Actual fees for new accounts are dependent on size and subject to negotiation. INA's investment advisory fees are discussed in Part 2A of its Form ADV.

Unless otherwise stated, the source of information is Insight. Any forecasts or opinions are Insight's own at the date of this document (or as otherwise specified) and may change. Material in this publication is for general information only and is not advice, investment advice, or the recommendation of any purchase or sale of any security. Insight makes no implied or expressed recommendations concerning the manner in which an account should or would be handled, as appropriate investment strategies depend upon specific investment guidelines and objectives and should not be construed to be an assurance that any particular security in a strategy will remain in any fund, account, or strategy, or that a previously held security will not be repurchased. It should not be assumed that any of the security transactions or holdings referenced herein have been or will prove to be profitable or that future investment decisions will be profitable or will equal or exceed the past investment performance of the securities listed.

Please compare the information provided in this statement to the information provided in the statement received from your Custodian.

For trading activity the Clearing broker will be reflected. In certain cases the Clearing broker will differ from the Executing broker.

In calculating ratings distributions and weighted average portfolio quality, Insight assigns U.S Treasury and U.S agency securities a quality rating based on the methodology used within the respective benchmark index. When Moody's, S&P and Fitch rate a security, Bank of America and Merrill Lynch indexes assign a simple weighted average statistic while Barclays indexes assign the median statistic. Insight assigns all other securities the lower of Moody's and S&P ratings.

Information about the indices shown here is provided to allow for comparison of the performance of the strategy to that of certain well-known and widely recognized indices. There is no representation that such index is an appropriate benchmark for such comparison. You cannot invest directly in an index and the indices represented do not take into account trading commissions and/or other brokerage or custodial costs. The volatility of the indices may be materially different from that of the strategy. In addition, the strategy's holdings may differ substantially from the securities that comprise the indices shown.

The ICE BofA 3 Month US T-Bill index is an unmanaged market index of U.S. Treasury securities maturing in 90 days that assumes reinvestment of all income.

The ICE BofA 6 Month US T-Bill index measures the performance of Treasury bills with time to maturity of less than 6 months.

The ICE BofA 1-Year US Treasury Index is a one-security index comprised of the most recently issued 1-year US Treasury note. The index is rebalanced monthly. In order to qualify for inclusion, a 1-year note must be auctioned on or before the third business day before the last business day of the month.

The ICE BofA 3-Year US Treasury Index is a one-security index comprised of the most recently issued 3-year US Treasury note. The index is rebalanced monthly. In order to qualify for inclusion, a 3-year note must be auctioned on or before the third business day before the last business day of the month.

The ICE BofA 5-Year US Treasury Index is a one-security index comprised of the most recently issued 5-year US Treasury note. The index is rebalanced monthly. In order to qualify for inclusion, a 5-year note must be auctioned on or before the third business day before the last business day of the month.

The ICE BofA 1-3 US Year Treasury Index is an unmanaged index that tracks the performance of the direct sovereign debt of the U.S. Government having a maturity of at least one year and less than three years.

The ICE BofA 1-5 US Year Treasury Index is an unmanaged index that tracks the performance of the direct sovereign debt of the U.S. Government having a maturity of at least one year and less than five years.

ADDITIONAL INFORMATION

As of December 31, 2020

Insight does not provide tax or legal advice to its clients and all investors are strongly urged to consult their tax and legal advisors regarding any potential strategy or investment.

Insight is a group of wholly owned subsidiaries of The Bank of New York Mellon Corporation. BNY Mellon is the corporate brand of The Bank of New York Mellon Corporation and may also be used as a generic term to reference the Corporation as a whole or its various subsidiaries generally. Products and services may be provided under various brand names and in various countries by subsidiaries, affiliates and joint ventures of The Bank of New York Mellon Corporation where authorized and regulated as required within each jurisdiction. Unless you are notified to the contrary, the products and services mentioned are not insured by the FDIC (or by any governmental entity) and are not guaranteed by or obligations of The Bank of New York Mellon Corporation or any of its affiliates. The Bank of New York Corporation assumes no responsibility for the accuracy or completeness of the above data and disclaims all expressed or implied warranties in connection therewith.

ATTACHMENT C

CITY OF MENLO PARK

December 2020

Insight INVESTMENT

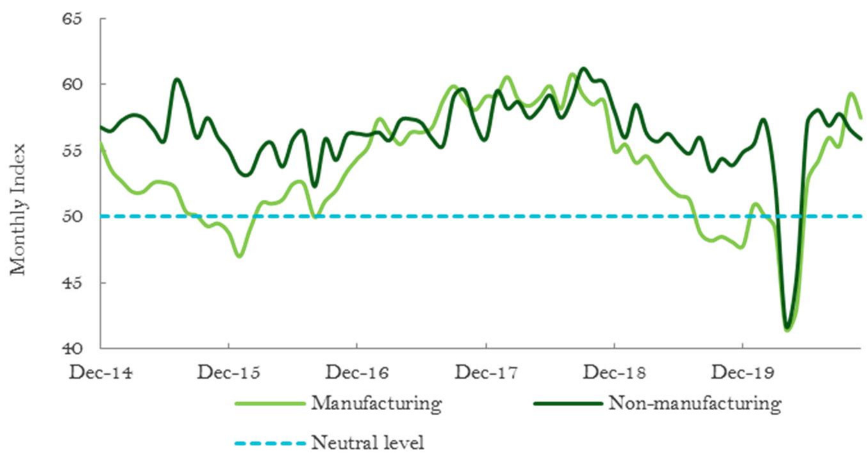
BNY MELLON | INVESTMENT MANAGEMENT

Contents

FIXED INCOME MARKET REVIEW

As of December 31, 2020

Chart 1: ISM indices remain in expansionary territory but soften



Source: Bloomberg Finance LP, December 31, 2020.

Chart 2: Retail sales move into contractionary territory

Source: Bloomberg Finance LP, December 31, 2020.

Economic Indicators and Monetary Policy

Congress passed a $2.3trn omnibus spending package including a $900bn COVID-relief package providing $325bn for small businesses and $286bn for individuals which is split between enhanced unemployment benefits (of $300 per week) and $600 stimulus checks. President Trump signed the package into law with formal rescissions, but reportedly the House did not plan to bring them to a vote, outside of increasing stimulus checks to $2,000 (although a Republican-controlled Senate is unlikely to pass it).

Pfizer and Moderna's COVID-19 vaccines showed high efficacy levels in Phase 3 trials and both were granted 'emergency use authorizations' by the FDA. COVID-19 hospitalizations continued to rise and the consumer confidence index fell 4.3pts, to 88.6.

The Federal Reserve confirmed asset purchases will continue at a rate of at least $120bn per month, until there is "substantial further progress" on employment and inflation. The Fed's quarterly economic forecasts were marginally improved, with unemployment expected to fall to 5% next year (compared to the previous estimate of 5.5%) and GDP forecast at 4.2% next year, indicating the economy will recover beyond pre-pandemic levels in 2021.

Data-wise, job growth was weaker than expected in November at 245,000 as seasonal retail hiring was less positive than expected. The unemployment rate fell to 6.7% from 6.9% as the participation rate fell 0.2 percentage points to 61.5%. Retail sales decreased 1.1%, with declines broad-based across categories. The ISM Manufacturing index eased somewhat in November to 57.5 from 59.1, reflecting supply challenges, but remained in expansionary territory. The ISM Services index fell to 55.9 in November, closely in line with consensus expectations. The housing market remained a bright-spot with housing starts rising more than expected (1.2% - essentially to pre-pandemic levels) in November and the October data was revised higher.

Interest Rate Summary

Treasury yields did not change materially over the month. At the end of December, the 3-month US Treasury bill yielded 0.09%, the 6-month US Treasury bill yielded 0.09%, the 2-year US Treasury note yielded 0.12%, the 5-year US Treasury note yielded 0.36% and the 10-year US Treasury note yielded 0.92%.

ACTIVITY AND PERFORMANCE SUMMARY

For the period December 1, 2020 - December 31, 2020

Amortized Cost Basis Activity Summary

Opening balance		81,795,686.45
Income received	120,026.44	
Total receipts		120,026.44
Total disbursements		0.00
Interportfolio transfers	(120,026.44)	
Total Interportfolio transfers		(120,026.44)
Realized gain (loss)		0.00
Change in accruals from security movement		0.00
Total amortization expense		(33,626.51)
Total OID/MKT accretion income		5,168.03
Return of capital		0.00
Closing balance		81,767,227.97
Ending fair value		83,836,285.95
Unrealized gain (loss)		2,069,057.98

Detail of Amortized Cost Basis Return

	Interest earned	Accretion (amortization)	Realized gain (loss)	Total income
Corporate Bonds	83,310.49	(22,615.90)	0.00	60,694.59
Government Agencies	60,552.95	(6,173.60)	0.00	54,379.35
Government Bonds	18,186.14	331.02	0.00	18,517.16
Total	**162,049.58**	**(28,458.48)**	**0.00**	**133,591.10**

Comparative Rates of Return (%)

	* Twelve month trailing	* Six month trailing	* One month
Fed Funds	0.37	0.05	0.01
Overnight Repo	0.39	0.05	0.01
Merrill Lynch 3m US Treas Bill	0.33	0.04	0.01
Merrill Lynch 6m US Treas Bill	0.33	0.05	0.01
ML 1 Year US Treasury Note	0.38	0.06	0.01
ML 2 Year US Treasury Note	0.39	0.07	0.01
ML 5 Year US Treasury Note	0.54	0.16	0.03

* rates reflected are cumulative

Summary of Amortized Cost Basis Return for the Period

	Total portfolio
Interest earned	162,049.58
Accretion (amortization)	(28,458.48)
Realized gain (loss) on sales	0.00
Total income on portfolio	133,591.10
Average daily amortized cost	81,781,384.40
Period return (%)	0.16
YTD return (%)	2.05
Weighted average final maturity in days	677

ACTIVITY AND PERFORMANCE SUMMARY

For the period December 1, 2020 - December 31, 2020

Fair Value Basis Activity Summary

Opening balance		83,916,004.33
Income received	120,026.44	
Total receipts		120,026.44
Total disbursements		0.00
Interportfolio transfers	(120,026.44)	
Total Interportfolio transfers		(120,026.44)
Unrealized gain (loss) on security movements		0.00
Change in accruals from security movement		0.00
Return of capital		0.00
Change in fair value for the period		(79,718.38)
Ending fair value		83,836,285.95

Detail of Fair Value Basis Return

	Interest earned	Change in fair value	Total income
Corporate Bonds	83,310.49	(32,125.26)	51,185.23
Government Agencies	60,552.95	(36,304.04)	24,248.91
Government Bonds	18,186.14	(11,289.08)	6,897.06
Total	**162,049.58**	**(79,718.38)**	**82,331.20**

Comparative Rates of Return (%)

	* Twelve month trailing	* Six month trailing	* One month
Fed Funds	0.37	0.05	0.01
Overnight Repo	0.39	0.05	0.01
ICE Bofa 3 Months US T-BILL	0.67	0.07	0.01
ICE Bofa 6m US Treas Bill	1.05	0.11	0.02
ICE Bofa 1 Yr US Treasury Note	1.82	0.13	0.00
ICE BofA US Treasury 1-3	3.10	0.15	0.05
ICE BofA US Treasury 1-5	4.25	0.14	0.07

* rates reflected are cumulative

Summary of Fair Value Basis Return for the Period

	Total portfolio
Interest earned	162,049.58
Change in fair value	(79,718.38)
Total income on portfolio	82,331.20
Average daily total value *	84,311,427.40
Period return (%)	0.10
YTD return (%)	3.70
Weighted average final maturity in days	677

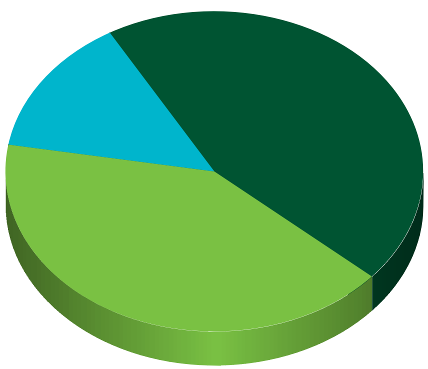
* Total value equals market value and accrued interest

RECAP OF SECURITIES HELD

As of December 31, 2020

	Historical cost	Amortized cost	Fair value	Unrealized gain (loss)	Weighted average final maturity (days)	Percent of portfolio	Weighted average effective duration (years)
Corporate Bonds	36,704,824.94	36,492,201.38	37,275,000.41	782,799.03	621	44.72	1.41
Government Agencies	33,860,206.58	33,747,695.60	34,653,082.42	905,386.82	711	41.26	1.71
Government Bonds	11,507,067.54	11,527,330.99	11,908,203.12	380,872.13	758	14.02	2.02
Total	82,072,099.06	81,767,227.97	83,836,285.95	2,069,057.98	677	100.00	1.62

Portfolio diversification (%)

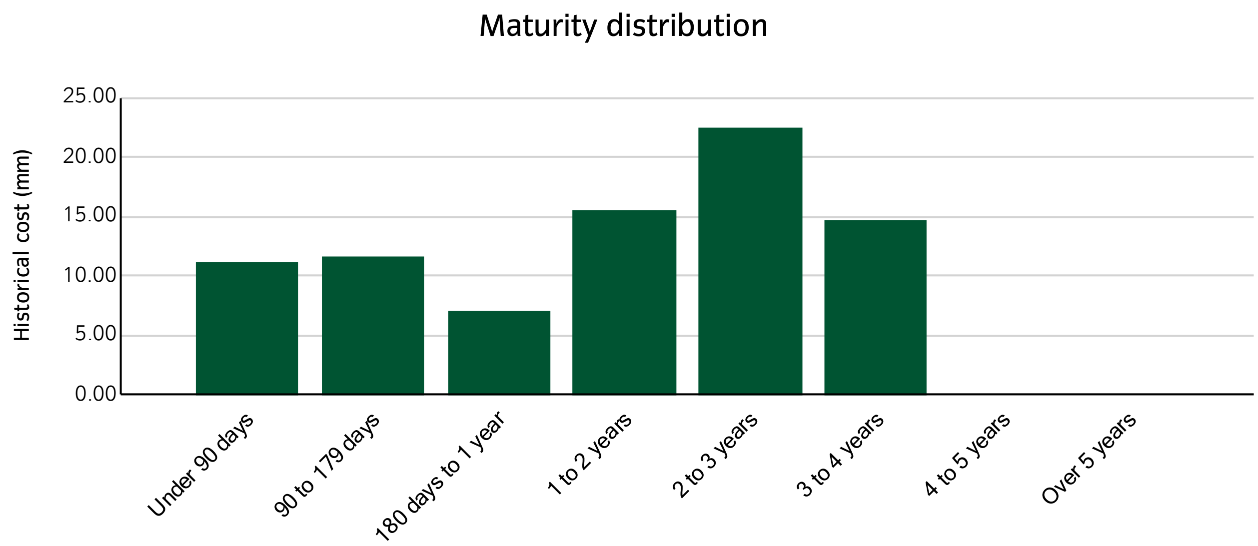


Corporate Bonds	44.72
Government Agencies	41.26
Government Bonds	14.02
Total	**100.00**

MATURITY DISTRIBUTION OF SECURITIES HELD

As of December 31, 2020

Maturity	Historic cost	Percent
Under 90 days	11,006,087.58	13.41
90 to 179 days	11,617,946.95	14.16
180 days to 1 year	6,991,038.28	8.52
1 to 2 years	15,410,181.79	18.78
2 to 3 years	22,465,331.26	27.37
3 to 4 years	14,581,513.20	17.77
4 to 5 years	0.00	0.00
Over 5 years	0.00	0.00
	82,072,099.06	100.00



SECURITIES HELD

As of December 31, 2020

Cusip	Description	Coupon	Maturity/ Call date	Par value or shares	Historical cost	Amortized cost	Fair value	Unrealized gain (loss)	Total accrued interest	% Port cost
Corporate Bonds										
02665WCS8	AMERICAN HONDA FINANCE 3.15% 08JAN2021	3.150	01/08/2021	1,000,000.00	1,003,360.00	1,000,038.73	1,000,320.00	281.27	15,137.50	1.22
94974BFR6	WELLS FARGO & COMPANY 3% 22JAN2021	3.000	01/22/2021	2,000,000.00	2,008,860.00	2,000,636.99	2,002,598.98	1,961.99	26,500.00	2.45
17275RBD3	CISCO SYSTEMS INC 2.2% 28FEB2021	2.200	02/28/2021	1,500,000.00	1,485,735.00	1,498,817.82	1,504,664.81	5,846.99	11,275.00	1.81
14913Q2G3	CATERPILLAR FINL SERVICE 2.9% 15MAR2021	2.900	03/15/2021	1,000,000.00	1,016,070.00	1,003,743.01	1,005,212.33	1,469.32	8,538.89	1.24
89236TEU5	TOYOTA MOTOR CREDIT CORP 2.95% 13APR2021	2.950	04/13/2021	1,000,000.00	1,014,700.00	1,004,326.00	1,007,391.60	3,065.60	6,391.67	1.24
69353REW4	PNC BANK NA 2.15% 29APR2021 (CALLABLE 30MAR21)	2.150	04/29/2021 03/30/2021	1,000,000.00	1,009,730.00	1,002,298.43	1,004,692.39	2,393.96	3,702.78	1.23
0258M0EB1	AMERICAN EXPRESS CREDIT 2.25% 05MAY2021 (CALLABLE 04APR21)	2.250	05/05/2021 04/04/2021	1,000,000.00	1,010,770.00	1,002,968.86	1,005,102.95	2,134.09	3,500.00	1.23
037833AR1	APPLE INC 2.85% 06MAY2021	2.850	05/06/2021	400,000.00	402,680.00	400,827.65	403,251.17	2,423.52	1,741.67	0.49
14913Q2W8	CATERPILLAR FINL SERVICE 2.65% 17MAY2021	2.650	05/17/2021	1,600,000.00	1,603,504.00	1,601,145.70	1,614,005.31	12,859.61	5,182.22	1.95
68389XBA2	ORACLE CORP 2.8% 08JUL2021	2.800	07/08/2021	1,000,000.00	1,000,360.00	1,000,077.44	1,013,267.11	13,189.67	13,455.56	1.22
17325FAQ1	CITIBANK NA 3.4% 23JUL2021 (CALLABLE 23JUN21)	3.400	07/23/2021 06/23/2021	1,000,000.00	1,015,040.00	1,003,517.42	1,014,729.18	11,211.76	14,922.22	1.24
17275RBJ0	CISCO SYSTEMS INC 1.85% 20SEP2021 (CALLABLE 20AUG21)	1.850	09/20/2021	1,000,000.00	978,250.00	993,853.26	1,010,078.82	16,225.56	5,190.28	1.19

SECURITIES HELD

As of December 31, 2020

Cusip	Description	Coupon	Maturity/ Call date	Par value or shares	Historical cost	Amortized cost	Fair value	Unrealized gain (loss)	Total accrued interest	% Port cost
Corporate Bonds										
0258M0EG0	AMERICAN EXPRESS CREDIT 2.7% 03MAR2022 (CALLABLE 31JAN22)	2.700	03/03/2022 01/31/2022	800,000.00	800,752.00	800,287.53	820,505.70	20,218.17	7,080.00	0.98
06051GHH5	BANK OF AMERICA CORP 3.499% 17MAY2022 (CALLABLE 17MAY21)	3.499	05/17/2022 05/17/2021	1,500,000.00	1,536,450.00	1,516,005.29	1,517,774.09	1,768.80	6,414.83	1.87
90331HPC1	US BANK NA CINCINNATI 2.65% 23MAY2022 (CALLABLE 22APR22)	2.650	05/23/2022 04/23/2022	1,000,000.00	1,012,470.00	1,005,787.45	1,031,475.44	25,687.99	2,797.22	1.23
94988J6A0	WELLS FARGO BANK NA 2.082% 09SEP2022 (CALLABLE 09SEP21)	2.082	09/09/2022 09/09/2021	1,500,000.00	1,524,525.00	1,514,070.79	1,517,147.01	3,076.22	9,716.00	1.86
037833DC1	APPLE INC 2.1% 12SEP2022 (CALLABLE 12AUG22)	2.100	09/12/2022 08/12/2022	2,000,000.00	2,026,680.00	2,017,138.81	2,061,849.62	44,710.81	12,716.67	2.47
06051GFZ7	BANK OF AMERICA CORP 2.503% 21OCT2022 (CALLABLE 21OCT21)	2.503	10/21/2022 10/21/2021	1,000,000.00	1,002,230.00	1,000,776.23	1,017,904.27	17,128.04	4,866.94	1.22
02665WCA7	AMERICAN HONDA FINANCE 2.6% 16NOV2022	2.600	11/16/2022	1,000,000.00	1,011,150.00	1,006,198.52	1,042,283.25	36,084.73	3,250.00	1.23
46625HJH4	JPMORGAN CHASE & CO 3.2% 25JAN2023	3.200	01/25/2023	1,000,000.00	1,031,190.00	1,018,515.18	1,058,612.69	40,097.51	13,866.67	1.26
369550BD9	GENERAL DYNAMICS CORP 3.375% 15MAY2023 (CALLABLE 15APR23)	3.375	05/15/2023 04/15/2023	943,000.00	984,840.91	968,288.46	1,008,407.72	40,119.26	4,066.69	1.20
742718EB1	PROCTER & GAMBLE CO/THE 3.1% 15AUG2023	3.100	08/15/2023	1,000,000.00	1,041,328.13	1,026,299.72	1,075,090.03	48,790.31	11,711.11	1.27
24422EUM9	JOHN DEERE CAPITAL CORP 3.65% 12OCT2023	3.650	10/12/2023	950,000.00	1,005,926.50	988,225.34	1,037,136.71	48,911.37	7,609.24	1.23
693475AV7	PNC FINANCIAL SERVICES 3.5% 23JAN2024 (CALLABLE 23DEC23)	3.500	01/23/2024 12/24/2023	1,000,000.00	1,047,210.00	1,031,879.38	1,089,865.96	57,986.58	15,361.11	1.28

SECURITIES HELD

As of December 31, 2020

Cusip	Description	Coupon	Maturity/ Call date	Par value or shares	Historical cost	Amortized cost	Fair value	Unrealized gain (loss)	Total accrued interest	% Port cost
Corporate Bonds										
594918BX1	MICROSOFT CORP 2.875% 06FEB2024 (CALLABLE 06DEC23)	2.875	02/06/2024 12/06/2023	960,000.00	993,734.40	982,560.81	1,031,179.77	48,618.96	11,116.67	1.21
06051GHF9	BANK OF AMERICA CORP 3.55% 05MAR2024 (CALLABLE 05MAR23)	3.550	03/05/2024 03/05/2023	1,500,000.00	1,606,050.00	1,587,630.79	1,602,434.48	14,803.69	17,158.33	1.96
24422EUX5	JOHN DEERE CAPITAL CORP 2.6% 07MAR2024	2.600	03/07/2024	1,450,000.00	1,476,419.00	1,468,376.35	1,552,437.57	84,061.22	11,938.33	1.80
46647PBQ8	JPMORGAN CHASE & CO 1.514% 01JUN2024 (CALLABLE 01JUN23)	1.514	06/01/2024 06/01/2023	2,000,000.00	2,042,800.00	2,038,670.95	2,053,389.06	14,718.11	2,523.33	2.49
693506BQ9	PPG INDUSTRIES INC 2.4% 15AUG2024 (CALLABLE 15JUL24)	2.400	08/15/2024 07/15/2024	2,000,000.00	2,012,600.00	2,009,706.95	2,118,553.92	108,846.97	18,133.33	2.45
89236TGL3	TOYOTA MOTOR CREDIT CORP 2% 07OCT2024	2.000	10/07/2024	1,000,000.00	999,410.00	999,531.52	1,053,638.47	54,106.95	4,666.67	1.22
Total Corporate Bonds				**36,103,000.00**	**36,704,824.94**	**36,492,201.38**	**37,275,000.41**	**782,799.03**	**280,530.93**	**44.72**
Government Agencies										
3133EKAJ5	FEDERAL FARM CREDIT BANK 2.5% 11FEB2021	2.500	02/11/2021	2,000,000.00	1,998,760.00	1,999,929.39	2,005,233.82	5,304.43	19,444.44	2.44
3130A0XD7	FEDERAL HOME LOAN BANK 2.375% 12MAR2021	2.375	03/12/2021	2,500,000.00	2,493,802.58	2,499,375.05	2,510,782.10	11,407.05	17,977.43	3.04
313373ZY1	FEDERAL HOME LOAN BANK 3.625% 11JUN2021	3.625	06/11/2021	2,000,000.00	2,048,660.00	2,009,288.23	2,031,002.78	21,714.55	4,027.78	2.50
3130AADV7	FEDERAL HOME LOAN BANK 2% 03DEC2021 #0000	2.000	12/03/2021	1,000,000.00	984,560.00	994,954.35	1,017,325.63	22,371.28	1,555.56	1.20
3135G0U92	FANNIE MAE 2.625% 11JAN2022	2.625	01/11/2022	2,000,000.00	2,004,368.00	2,001,543.36	2,051,246.84	49,703.48	24,791.67	2.44

SECURITIES HELD

As of December 31, 2020

Cusip	Description	Coupon	Maturity/ Call date	Par value or shares	Historical cost	Amortized cost	Fair value	Unrealized gain (loss)	Total accrued interest	% Port cost
Government Agencies										
313378WG2	FEDERAL HOME LOAN BANK 2.5% 11MAR2022	2.500	03/11/2022	2,000,000.00	2,019,700.00	2,008,493.41	2,056,603.06	48,109.65	15,277.78	2.46
313379Q69	FEDERAL HOME LOAN BANK 2.125% 10JUN2022	2.125	06/10/2022	1,000,000.00	994,870.00	997,615.76	1,028,862.21	31,246.45	1,239.58	1.21
313380GJ0	FEDERAL HOME LOAN BANK 2% 09SEP2022 #0000	2.000	09/09/2022	1,000,000.00	995,020.00	997,444.97	1,031,286.27	33,841.30	6,222.22	1.21
3133EA7E2	FEDERAL FARM CREDIT BANK 1.96% 07NOV2022	1.960	11/07/2022	2,000,000.00	2,030,580.00	2,020,644.60	2,066,444.24	45,799.64	5,880.00	2.47
3130A3KM5	FEDERAL HOME LOAN BANK 2.5% 09DEC2022	2.500	12/09/2022	1,500,000.00	1,531,815.00	1,517,805.19	1,568,129.22	50,324.03	2,291.67	1.87
3133EKKT2	FEDERAL FARM CREDIT BANK 2.25% 08FEB2023	2.250	02/08/2023	1,500,000.00	1,520,580.00	1,511,926.33	1,565,070.83	53,144.50	13,406.25	1.85
3134GWKE5	FREDDIE MAC 0.35% 17AUG2023 (CALLABLE 17FEB21)	0.350	08/17/2023 02/17/2021	1,000,000.00	999,500.00	999,563.19	1,000,269.35	706.16	1,302.78	1.22
3135G0U43	FANNIE MAE 2.875% 12SEP2023	2.875	09/12/2023	2,000,000.00	2,081,960.00	2,052,514.91	2,143,008.24	90,493.33	17,409.72	2.54
3134GWN69	FREDDIE MAC 0.27% 14SEP2023 (CALLABLE 14SEP21)	0.270	09/14/2023 09/14/2021	1,600,000.00	1,599,040.00	1,599,138.21	1,598,794.94	(343.27)	1,284.00	1.95
3133EKVB9	FEDERAL FARM CREDIT BANK 1.86% 17OCT2023	1.860	10/17/2023	2,000,000.00	1,993,956.00	1,996,003.74	2,090,135.84	94,132.10	7,646.67	2.43
3133EKKU9	FEDERAL FARM CREDIT BANK 2.3% 08NOV2023	2.300	11/08/2023	1,500,000.00	1,524,645.00	1,516,055.17	1,587,578.16	71,522.99	5,079.17	1.86
3130AB3H7	FEDERAL HOME LOAN BANK 2.375% 08MAR2024	2.375	03/08/2024	2,000,000.00	2,045,380.00	2,030,771.55	2,135,726.20	104,954.65	14,909.72	2.49

SECURITIES HELD

As of December 31, 2020

Cusip	Description	Coupon	Maturity/ Call date	Par value or shares	Historical cost	Amortized cost	Fair value	Unrealized gain (loss)	Total accrued interest	% Port cost
Government Agencies										
3133EMBE1	FEDERAL FARM CREDIT BANK 0.3% 28MAR2024 (CALLABLE 13JAN21)	0.300	03/28/2024	2,000,000.00	1,998,500.00	1,998,610.63	1,995,272.36	(3,338.27)	1,550.00	2.44
3133EKNX0	FEDERAL FARM CREDIT BANK 2.16% 03JUN2024	2.160	06/03/2024	1,000,000.00	1,012,070.00	1,008,370.25	1,064,486.87	56,116.62	1,680.00	1.23
3135G0V75	FANNIE MAE 1.75% 02JUL2024	1.750	07/02/2024	2,000,000.00	1,982,440.00	1,987,647.31	2,105,823.46	118,176.15	17,402.78	2.42
Total Government Agencies				33,600,000.00	33,860,206.58	33,747,695.60	34,653,082.42	905,386.82	180,379.22	41.26
Government Bonds										
912828WN6	USA TREASURY 2% 31MAY2021	2.000	05/31/2021	2,000,000.00	1,976,412.95	1,995,790.02	2,015,390.62	19,600.60	3,406.59	2.41
912828YT1	USA TREASURY 1.5% 30NOV2021	1.500	11/30/2021	1,500,000.00	1,501,113.28	1,500,552.50	1,518,750.00	18,197.50	1,916.21	1.83
912828W55	USA TREASURY 1.875% 28FEB2022	1.875	02/28/2022	1,000,000.00	982,776.79	993,391.28	1,020,312.50	26,921.22	6,319.06	1.20
912828S35	USA TREASURY 1.375% 30JUN2023	1.375	06/30/2023	1,000,000.00	984,492.19	990,356.58	1,030,625.00	40,268.42	0.00	1.20
912828Y61	USA TREASURY 2.75% 31JUL2023	2.750	07/31/2023	1,000,000.00	1,040,468.75	1,028,133.99	1,066,953.12	38,819.13	11,433.42	1.27
9128282D1	USA TREASURY 1.375% 31AUG2023	1.375	08/31/2023	2,000,000.00	1,967,109.38	1,979,042.19	2,065,312.50	86,270.31	9,267.96	2.40
912828V23	USA TREASURY 2.25% 31DEC2023	2.250	12/31/2023	1,000,000.00	1,019,261.16	1,012,829.06	1,062,421.88	49,592.82	0.00	1.24
9128286R6	USA TREASURY 2.25% 30APR2024	2.250	04/30/2024	1,000,000.00	1,023,050.23	1,017,706.30	1,068,125.00	50,418.70	3,791.44	1.25

SECURITIES HELD

As of December 31, 2020

Cusip	Description	Coupon	Maturity/ Call date	Par value or shares	Historical cost	Amortized cost	Fair value	Unrealized gain (loss)	Total accrued interest	% Port cost
Government Bonds										
9128282U3	USA TREASURY 1.875% 31AUG2024	1.875	08/31/2024	1,000,000.00	1,012,382.81	1,009,529.07	1,060,312.50	50,783.43	6,319.06	1.23
Total Government Bonds				11,500,000.00	11,507,067.54	11,527,330.99	11,908,203.12	380,872.13	42,453.74	14.02
Grand total				81,203,000.00	82,072,099.06	81,767,227.97	83,836,285.95	2,069,057.98	503,363.89	100.00

GASB 40 - DEPOSIT AND INVESTMENT RISK DISCLOSURE

As of December 31, 2020

Cusip	Description	Coupon	Maturity date	Call date	S&P rating	Moody rating	Par value or shares	Historical cost	% Portfolio hist cost	Market value	% Portfolio mkt value	Effective dur (yrs)
Federal Home Loan Banks												
3130A0XD7	FEDERAL HOME LOAN	2.375	03/12/2021		AA+	Aaa	2,500,000.00	2,493,802.58	3.04	2,510,782.10	2.99	0.19
313373ZY1	FEDERAL HOME LOAN	3.625	06/11/2021		AA+	Aaa	2,000,000.00	2,048,660.00	2.50	2,031,002.78	2.42	0.44
3130AADV7	FEDERAL HOME LOAN	2.000	12/03/2021		AA+	Aaa	1,000,000.00	984,560.00	1.20	1,017,325.63	1.21	0.92
313378WG2	FEDERAL HOME LOAN	2.500	03/11/2022		AA+	Aaa	2,000,000.00	2,019,700.00	2.46	2,056,603.06	2.45	1.17
313379Q69	FEDERAL HOME LOAN	2.125	06/10/2022		AA+	Aaa	1,000,000.00	994,870.00	1.21	1,028,862.21	1.23	1.43
313380GJ0	FEDERAL HOME LOAN	2.000	09/09/2022		AA+	Aaa	1,000,000.00	995,020.00	1.21	1,031,286.27	1.23	1.66
3130A3KM5	FEDERAL HOME LOAN	2.500	12/09/2022		AA+	Aaa	1,500,000.00	1,531,815.00	1.87	1,568,129.22	1.87	1.90
3130AB3H7	FEDERAL HOME LOAN	2.375	03/08/2024		AA+	Aaa	2,000,000.00	2,045,380.00	2.49	2,135,726.20	2.55	3.07
Issuer total							**13,000,000.00**	**13,113,807.58**	**15.98**	**13,379,717.47**	**15.96**	**1.29**
Federal Farm Credit Banks Funding Corp												
3133EKAJ5	FEDERAL FARM CREDIT	2.500	02/11/2021		AA+	Aaa	2,000,000.00	1,998,760.00	2.44	2,005,233.82	2.39	0.11
3133EA7E2	FEDERAL FARM CREDIT	1.960	11/07/2022		AA+	Aaa	2,000,000.00	2,030,580.00	2.47	2,066,444.24	2.46	1.82
3133EKKT2	FEDERAL FARM CREDIT	2.250	02/08/2023		AA+	Aaa	1,500,000.00	1,520,580.00	1.85	1,565,070.83	1.87	2.05
3133EKVB9	FEDERAL FARM CREDIT	1.860	10/17/2023		AA+	Aaa	2,000,000.00	1,993,956.00	2.43	2,090,135.84	2.49	2.72
3133EKKU9	FEDERAL FARM CREDIT	2.300	11/08/2023		AA+	Aaa	1,500,000.00	1,524,645.00	1.86	1,587,578.16	1.89	2.77
3133EMBE1	FEDERAL FARM CREDIT	0.300	03/28/2024		AA+	Aaa	2,000,000.00	1,998,500.00	2.44	1,995,272.36	2.38	1.95
3133EKNX0	FEDERAL FARM CREDIT	2.160	06/03/2024		AA+	Aaa	1,000,000.00	1,012,070.00	1.23	1,064,486.87	1.27	3.32
Issuer total							**12,000,000.00**	**12,079,091.00**	**14.72**	**12,374,222.12**	**14.76**	**1.98**
United States Treasury Note/Bond												
912828WN6	USA TREASURY 2%	2.000	05/31/2021		AA+	Aaa	2,000,000.00	1,976,412.95	2.41	2,015,390.62	2.40	0.41
912828YT1	USA TREASURY 1.5%	1.500	11/30/2021		AA+	Aaa	1,500,000.00	1,501,113.28	1.83	1,518,750.00	1.81	0.91
912828W55	USA TREASURY 1.875%	1.875	02/28/2022		AA+	Aaa	1,000,000.00	982,776.79	1.20	1,020,312.50	1.22	1.14
912828S35	USA TREASURY 1.375%	1.375	06/30/2023		AA+	Aaa	1,000,000.00	984,492.19	1.20	1,030,625.00	1.23	2.46
912828Y61	USA TREASURY 2.75%	2.750	07/31/2023		AA+	Aaa	1,000,000.00	1,040,468.75	1.27	1,066,953.12	1.27	2.48

GASB 40 - DEPOSIT AND INVESTMENT RISK DISCLOSURE

As of December 31, 2020

Cusip	Description	Coupon	Maturity date	Call date	S&P rating	Moody rating	Par value or shares	Historical cost	% Portfolio hist cost	Market value	% Portfolio mkt value	Effective dur (yrs)
United States Treasury Note/Bond												
9128282D1	USA TREASURY 1.375%	1.375	08/31/2023		AA+	Aaa	2,000,000.00	1,967,109.38	2.40	2,065,312.50	2.46	2.61
912828V23	USA TREASURY 2.25%	2.250	12/31/2023		AA+	Aaa	1,000,000.00	1,019,261.16	1.24	1,062,421.88	1.27	2.92
9128286R6	USA TREASURY 2.25%	2.250	04/30/2024		AA+	Aaa	1,000,000.00	1,023,050.23	1.25	1,068,125.00	1.27	3.22
9128282U3	USA TREASURY 1.875%	1.875	08/31/2024		AA+	Aaa	1,000,000.00	1,012,382.81	1.23	1,060,312.50	1.26	3.54
Issuer total							**11,500,000.00**	**11,507,067.54**	**14.02**	**11,908,203.12**	**14.20**	**2.02**
Federal National Mortgage Association												
3135G0U92	FANNIE MAE 2.625%	2.625	01/11/2022		AA+	Aaa	2,000,000.00	2,004,368.00	2.44	2,051,246.84	2.45	1.01
3135G0U43	FANNIE MAE 2.875%	2.875	09/12/2023		AA+	Aaa	2,000,000.00	2,081,960.00	2.54	2,143,008.24	2.56	2.59
3135G0V75	FANNIE MAE 1.75%	1.750	07/02/2024		AA+	Aaa	2,000,000.00	1,982,440.00	2.42	2,105,823.46	2.51	3.38
Issuer total							**6,000,000.00**	**6,068,768.00**	**7.39**	**6,300,078.54**	**7.51**	**2.33**
Bank of America Corp												
06051GHH5	BANK OF AMERICA CORP	3.499	05/17/2022	05/17/2021	A-	A2	1,500,000.00	1,536,450.00	1.87	1,517,774.09	1.81	0.37
06051GFZ7	BANK OF AMERICA CORP	2.503	10/21/2022	10/21/2021	A-	A2	1,000,000.00	1,002,230.00	1.22	1,017,904.27	1.21	0.80
06051GHF9	BANK OF AMERICA CORP	3.550	03/05/2024	03/05/2023	A-	A2	1,500,000.00	1,606,050.00	1.96	1,602,434.48	1.91	2.09
Issuer total							**4,000,000.00**	**4,144,730.00**	**5.05**	**4,138,112.84**	**4.94**	**1.14**
JPMorgan Chase & Co												
46625HJH4	JPMORGAN CHASE & CO	3.200	01/25/2023		A-	A2	1,000,000.00	1,031,190.00	1.26	1,058,612.69	1.26	1.99
46647PBQ8	JPMORGAN CHASE & CO	1.514	06/01/2024	06/01/2023	A-	A2	2,000,000.00	2,042,800.00	2.49	2,053,389.06	2.45	2.37
Issuer total							**3,000,000.00**	**3,073,990.00**	**3.75**	**3,112,001.75**	**3.71**	**2.24**
Caterpillar Financial Services Corp												
14913Q2G3	CATERPILLAR FINL	2.900	03/15/2021		A	A3	1,000,000.00	1,016,070.00	1.24	1,005,212.33	1.20	0.20
14913Q2W8	CATERPILLAR FINL	2.650	05/17/2021		A	A3	1,600,000.00	1,603,504.00	1.95	1,614,005.31	1.93	0.37
Issuer total							**2,600,000.00**	**2,619,574.00**	**3.19**	**2,619,217.64**	**3.12**	**0.30**

GASB 40 - DEPOSIT AND INVESTMENT RISK DISCLOSURE

As of December 31, 2020

Cusip	Description	Coupon	Maturity date	Call date	S&P rating	Moody rating	Par value or shares	Historical cost	% Portfolio hist cost	Market value	% Portfolio mkt value	Effective dur (yrs)
Federal Home Loan Mortgage Corp												
3134GWKE5	FREDDIE MAC 0.35%	0.350	08/17/2023	02/17/2021	AA+	Aaa	1,000,000.00	999,500.00	1.22	1,000,269.35	1.19	0.49
3134GWN69	FREDDIE MAC 0.27%	0.270	09/14/2023	09/14/2021	AA+	Aaa	1,600,000.00	1,599,040.00	1.95	1,598,794.94	1.91	1.43
Issuer total							**2,600,000.00**	**2,598,540.00**	**3.17**	**2,599,064.29**	**3.10**	**1.07**
John Deere Capital Corp												
24422EUM9	JOHN DEERE CAPITAL	3.650	10/12/2023		A	A2	950,000.00	1,005,926.50	1.23	1,037,136.71	1.24	2.65
24422EUX5	JOHN DEERE CAPITAL	2.600	03/07/2024		A	A2	1,450,000.00	1,476,419.00	1.80	1,552,437.57	1.85	3.05
Issuer total							**2,400,000.00**	**2,482,345.50**	**3.02**	**2,589,574.28**	**3.09**	**2.89**
Cisco Systems Inc												
17275RBD3	CISCO SYSTEMS INC 2.2%	2.200	02/28/2021		AA-	A1	1,500,000.00	1,485,735.00	1.81	1,504,664.81	1.79	0.16
17275RBJ0	CISCO SYSTEMS INC	1.850	09/20/2021		AA-	A1	1,000,000.00	978,250.00	1.19	1,010,078.82	1.20	0.63
Issuer total							**2,500,000.00**	**2,463,985.00**	**3.00**	**2,514,743.63**	**3.00**	**0.35**
Apple Inc												
037833AR1	APPLE INC 2.85%	2.850	05/06/2021		AA+	Aa1	400,000.00	402,680.00	0.49	403,251.17	0.48	0.34
037833DC1	APPLE INC 2.1%	2.100	09/12/2022	08/12/2022	AA+	Aa1	2,000,000.00	2,026,680.00	2.47	2,061,849.62	2.46	1.59
Issuer total							**2,400,000.00**	**2,429,360.00**	**2.96**	**2,465,100.79**	**2.94**	**1.38**
PPG Industries Inc												
693506BQ9	PPG INDUSTRIES INC 2.4%	2.400	08/15/2024	07/15/2024	BBB+	A3	2,000,000.00	2,012,600.00	2.45	2,118,553.92	2.53	3.39
Issuer total							**2,000,000.00**	**2,012,600.00**	**2.45**	**2,118,553.92**	**2.53**	**3.39**
Toyota Motor Credit Corp												
89236TEU5	TOYOTA MOTOR CREDIT	2.950	04/13/2021		A+	A1	1,000,000.00	1,014,700.00	1.24	1,007,391.60	1.20	0.28
89236TGL3	TOYOTA MOTOR CREDIT	2.000	10/07/2024		A+	A1	1,000,000.00	999,410.00	1.22	1,053,638.47	1.26	3.63
Issuer total							**2,000,000.00**	**2,014,110.00**	**2.45**	**2,061,030.07**	**2.46**	**1.94**

GASB 40 - DEPOSIT AND INVESTMENT RISK DISCLOSURE

As of December 31, 2020

Cusip	Description	Coupon	Maturity date	Call date	S&P rating	Moody rating	Par value or shares	Historical cost	% Portfolio hist cost	Market value	% Portfolio mkt value	Effective dur (yrs)
American Honda Finance Corp												
02665WCS8	AMERICAN HONDA	3.150	01/08/2021		A-	A3	1,000,000.00	1,003,360.00	1.22	1,000,320.00	1.19	0.02
02665WCA7	AMERICAN HONDA	2.600	11/16/2022		A-	A3	1,000,000.00	1,011,150.00	1.23	1,042,283.25	1.24	1.84
Issuer total							**2,000,000.00**	**2,014,510.00**	**2.45**	**2,042,603.25**	**2.44**	**0.93**
Wells Fargo & Co												
94974BFR6	WELLS FARGO &	3.000	01/22/2021		BBB+	A2	2,000,000.00	2,008,860.00	2.45	2,002,598.98	2.39	0.06
Issuer total							**2,000,000.00**	**2,008,860.00**	**2.45**	**2,002,598.98**	**2.39**	**0.06**
American Express Credit Corp												
0258M0EB1	AMERICAN EXPRESS	2.250	05/05/2021	04/04/2021	A-	A2	1,000,000.00	1,010,770.00	1.23	1,005,102.95	1.20	0.26
0258M0EG0	AMERICAN EXPRESS	2.700	03/03/2022	01/31/2022	A-	A2	800,000.00	800,752.00	0.98	820,505.70	0.98	1.06
Issuer total							**1,800,000.00**	**1,811,522.00**	**2.21**	**1,825,608.65**	**2.18**	**0.61**
Wells Fargo Bank NA												
94988J6A0	WELLS FARGO BANK NA	2.082	09/09/2022	09/09/2021	A+	Aa2	1,500,000.00	1,524,525.00	1.86	1,517,147.01	1.81	0.68
Issuer total							**1,500,000.00**	**1,524,525.00**	**1.86**	**1,517,147.01**	**1.81**	**0.68**
PNC Financial Services Group Inc/The												
693475AV7	PNC FINANCIAL	3.500	01/23/2024	12/24/2023	A-	A3	1,000,000.00	1,047,210.00	1.28	1,089,865.96	1.30	2.82
Issuer total							**1,000,000.00**	**1,047,210.00**	**1.28**	**1,089,865.96**	**1.30**	**2.82**
Procter & Gamble Co/The												
742718EB1	PROCTER & GAMBLE	3.100	08/15/2023		AA-	Aa3	1,000,000.00	1,041,328.13	1.27	1,075,090.03	1.28	2.51
Issuer total							**1,000,000.00**	**1,041,328.13**	**1.27**	**1,075,090.03**	**1.28**	**2.51**
US Bank NA/Cincinnati OH												
90331HPC1	US BANK NA CINCINNATI	2.650	05/23/2022	04/23/2022	AA-	A1	1,000,000.00	1,012,470.00	1.23	1,031,475.44	1.23	1.29
Issuer total							**1,000,000.00**	**1,012,470.00**	**1.23**	**1,031,475.44**	**1.23**	**1.29**

GASB 40 - DEPOSIT AND INVESTMENT RISK DISCLOSURE

As of December 31, 2020

Cusip	Description	Coupon	Maturity date	Call date	S&P rating	Moody rating	Par value or shares	Historical cost	% Portfolio hist cost	Market value	% Portfolio mkt value	Effective dur (yrs)
Microsoft Corp												
594918BX1	MICROSOFT CORP 2.875%	2.875	02/06/2024	12/06/2023	AAA	Aaa	960,000.00	993,734.40	1.21	1,031,179.77	1.23	2.81
Issuer total							**960,000.00**	**993,734.40**	**1.21**	**1,031,179.77**	**1.23**	**2.81**
Citibank NA												
17325FAQ1	CITIBANK NA 3.4%	3.400	07/23/2021	06/23/2021	A+	Aa3	1,000,000.00	1,015,040.00	1.24	1,014,729.18	1.21	0.47
Issuer total							**1,000,000.00**	**1,015,040.00**	**1.24**	**1,014,729.18**	**1.21**	**0.47**
Oracle Corp												
68389XBA2	ORACLE CORP 2.8%	2.800	07/08/2021		A	A3	1,000,000.00	1,000,360.00	1.22	1,013,267.11	1.21	0.51
Issuer total							**1,000,000.00**	**1,000,360.00**	**1.22**	**1,013,267.11**	**1.21**	**0.51**
General Dynamics Corp												
369550BD9	GENERAL DYNAMICS	3.375	05/15/2023	04/15/2023	A	A2	943,000.00	984,840.91	1.20	1,008,407.72	1.20	2.21
Issuer total							**943,000.00**	**984,840.91**	**1.20**	**1,008,407.72**	**1.20**	**2.21**
PNC Bank NA												
69353REW4	PNC BANK NA 2.15%	2.150	04/29/2021	03/30/2021	A	A2	1,000,000.00	1,009,730.00	1.23	1,004,692.39	1.20	0.24
Issuer total							**1,000,000.00**	**1,009,730.00**	**1.23**	**1,004,692.39**	**1.20**	**0.24**
Grand total							81,203,000.00	82,072,099.06	100.00	83,836,285.95	100.00	1.62

DETAIL OF RETURN AND INTEREST RECEIVED

For the period December 1, 2020 - December 31, 2020

Cusip	Description	Accretion (amortization)	Realized gain (loss)	Change in fair value	Interest earned	Interest received
Corporate Bonds						
0258M0EB1	AMERICAN EXPRESS CREDIT 2.25% 05MAY2021 (CALLABLE 04APR21)	(947.50)	0.00	(1,863.92)	1,937.50	0.00
0258M0EG0	AMERICAN EXPRESS CREDIT 2.7% 03MAR2022 (CALLABLE 31JAN22)	(22.12)	0.00	(1,817.94)	1,860.00	0.00
02665WCA7	AMERICAN HONDA FINANCE 2.6% 16NOV2022	(275.08)	0.00	(1,246.27)	2,238.89	0.00
02665WCS8	AMERICAN HONDA FINANCE 3.15% 08JAN2021	(145.25)	0.00	(2,580.00)	2,712.50	0.00
037833DC1	APPLE INC 2.1% 12SEP2022 (CALLABLE 12AUG22)	(883.44)	0.00	(1,003.54)	3,616.67	0.00
037833AR1	APPLE INC 2.85% 06MAY2021	(197.06)	0.00	(1,201.50)	981.67	0.00
06051GFZ7	BANK OF AMERICA CORP 2.503% 21OCT2022 (CALLABLE 21OCT21)	(80.03)	0.00	(1,326.45)	2,155.36	0.00
06051GHH5	BANK OF AMERICA CORP 3.499% 17MAY2022 (CALLABLE 17MAY21)	(3,504.81)	0.00	(3,627.76)	4,519.54	0.00
06051GHF9	BANK OF AMERICA CORP 3.55% 05MAR2024 (CALLABLE 05MAR23)	(3,348.95)	0.00	4,760.33	4,585.41	0.00
14913Q2W8	CATERPILLAR FINL SERVICE 2.65% 17MAY2021	(250.88)	0.00	(4,270.26)	3,651.11	0.00
14913Q2G3	CATERPILLAR FINL SERVICE 2.9% 15MAR2021	(1,497.21)	0.00	(2,237.16)	2,497.22	0.00
17275RBJ0	CISCO SYSTEMS INC 1.85% 20SEP2021 (CALLABLE 20AUG21)	709.24	0.00	(1,438.37)	1,593.06	0.00
17275RBD3	CISCO SYSTEMS INC 2.2% 28FEB2021	591.09	0.00	(2,345.76)	2,841.67	0.00
17325FAQ1	CITIBANK NA 3.4% 23JUL2021 (CALLABLE 23JUN21)	(586.24)	0.00	(2,880.91)	2,927.78	0.00
369550BD9	GENERAL DYNAMICS CORP 3.375% 15MAY2023 (CALLABLE 15APR23)	(919.58)	0.00	(4,299.35)	2,740.60	0.00
24422EUX5	JOHN DEERE CAPITAL CORP 2.6% 07MAR2024	(480.63)	0.00	3,146.21	3,246.39	0.00
24422EUM9	JOHN DEERE CAPITAL CORP 3.65% 12OCT2023	(1,144.47)	0.00	(3,271.48)	2,985.91	0.00
46647PBQ8	JPMORGAN CHASE & CO 1.514% 01JUN2024 (CALLABLE 01JUN23)	(1,331.95)	0.00	4,804.66	2,607.44	15,476.44
46625HJH4	JPMORGAN CHASE & CO 3.2% 25JAN2023	(745.58)	0.00	(1,221.17)	2,755.56	0.00
594918BX1	MICROSOFT CORP 2.875% 06FEB2024 (CALLABLE 06DEC23)	(640.94)	0.00	827.33	2,376.67	0.00

DETAIL OF RETURN AND INTEREST RECEIVED

For the period December 1, 2020 - December 31, 2020

Cusip	Description	Accretion (amortization)	Realized gain (loss)	Change in fair value	Interest earned	Interest received
Corporate Bonds						
68389XBA2	ORACLE CORP 2.8% 08JUL2021	(12.35)	0.00	(1,621.38)	2,411.12	0.00
69353REW4	PNC BANK NA 2.15% 29APR2021 (CALLABLE 30MAR21)	(766.14)	0.00	(1,397.12)	1,851.39	0.00
693475AV7	PNC FINANCIAL SERVICES 3.5% 23JAN2024 (CALLABLE 23DEC23)	(891.31)	0.00	1,769.03	3,013.89	0.00
693506BQ9	PPG INDUSTRIES INC 2.4% 15AUG2024 (CALLABLE 15JUL24)	(228.40)	0.00	(29.00)	4,133.33	0.00
742718EB1	PROCTER & GAMBLE CO/THE 3.1% 15AUG2023	(834.91)	0.00	(1,120.87)	2,669.44	0.00
89236TGL3	TOYOTA MOTOR CREDIT CORP 2% 07OCT2024	10.36	0.00	4,160.32	1,722.23	0.00
89236TEU5	TOYOTA MOTOR CREDIT CORP 2.95% 13APR2021	(1,260.00)	0.00	(2,410.94)	2,540.28	0.00
90331HPC1	US BANK NA CINCINNATI 2.65% 23MAY2022 (CALLABLE 22APR22)	(367.85)	0.00	(1,308.56)	2,281.94	0.00
94974BFR6	WELLS FARGO & COMPANY 3% 22JAN2021	(868.63)	0.00	(4,690.44)	5,166.67	0.00
94988J6A0	WELLS FARGO BANK NA 2.082% 09SEP2022 (CALLABLE 09SEP21)	(1,695.28)	0.00	(2,382.99)	2,689.25	0.00
Total Corporate Bonds		**(22,615.90)**	**0.00**	**(32,125.26)**	**83,310.49**	**15,476.44**
Government Agencies						
3135G0V75	FANNIE MAE 1.75% 02JUL2024	293.64	0.00	975.22	3,013.89	0.00
3135G0U92	FANNIE MAE 2.625% 11JAN2022	(124.80)	0.00	(4,073.16)	4,520.84	0.00
3135G0U43	FANNIE MAE 2.875% 12SEP2023	(1,620.83)	0.00	(4,318.16)	4,951.39	0.00
3133EMBE1	FEDERAL FARM CREDIT BANK 0.3% 28MAR2024 (CALLABLE 13JAN21)	35.69	0.00	1,076.36	516.67	0.00
3133EKVB9	FEDERAL FARM CREDIT BANK 1.86% 17OCT2023	119.06	0.00	(3,551.02)	3,203.34	0.00
3133EA7E2	FEDERAL FARM CREDIT BANK 1.96% 07NOV2022	(928.54)	0.00	(2,220.42)	3,375.56	0.00
3133EKNX0	FEDERAL FARM CREDIT BANK 2.16% 03JUN2024	(203.66)	0.00	(1,300.08)	1,860.00	10,800.00
3133EKKT2	FEDERAL FARM CREDIT BANK 2.25% 08FEB2023	(472.02)	0.00	(2,901.55)	2,906.25	0.00

DETAIL OF RETURN AND INTEREST RECEIVED

For the period December 1, 2020 - December 31, 2020

Cusip	Description	Accretion (amortization)	Realized gain (loss)	Change in fair value	Interest earned	Interest received
Government Agencies						
3133EKKU9	FEDERAL FARM CREDIT BANK 2.3% 08NOV2023	(468.54)	0.00	(3,225.71)	2,970.84	0.00
3133EKAJ5	FEDERAL FARM CREDIT BANK 2.5% 11FEB2021	51.67	0.00	(4,178.06)	4,305.55	0.00
3130AADV7	FEDERAL HOME LOAN BANK 2% 03DEC2021 #0000	454.57	0.00	(1,353.99)	1,722.23	10,000.00
313380GJ0	FEDERAL HOME LOAN BANK 2% 09SEP2022 #0000	125.86	0.00	(774.19)	1,722.22	0.00
313379Q69	FEDERAL HOME LOAN BANK 2.125% 10JUN2022	132.71	0.00	(949.28)	1,829.86	10,625.00
3130AB3H7	FEDERAL HOME LOAN BANK 2.375% 08MAR2024	(804.14)	0.00	3,801.74	4,090.28	0.00
3130A0XD7	FEDERAL HOME LOAN BANK 2.375% 12MAR2021	260.40	0.00	(5,217.90)	5,112.85	0.00
3130A3KM5	FEDERAL HOME LOAN BANK 2.5% 09DEC2022	(764.17)	0.00	(1,757.09)	3,229.17	18,750.00
313378WG2	FEDERAL HOME LOAN BANK 2.5% 11MAR2022	(570.16)	0.00	(3,314.54)	4,305.56	0.00
313373ZY1	FEDERAL HOME LOAN BANK 3.625% 11JUN2021	(1,730.72)	0.00	(5,871.96)	6,243.06	36,250.00
3134GWN69	FREDDIE MAC 0.27% 14SEP2023 (CALLABLE 14SEP21)	26.54	0.00	1,049.24	372.00	0.00
3134GWKE5	FREDDIE MAC 0.35% 17AUG2023 (CALLABLE 17FEB21)	13.84	0.00	1,800.51	301.39	0.00
Total Government Agencies		**(6,173.60)**	**0.00**	**(36,304.04)**	**60,552.95**	**86,425.00**
Government Bonds						
912828S35	USA TREASURY 1.375% 30JUN2023	328.15	0.00	(468.75)	1,158.29	6,875.00
9128282D1	USA TREASURY 1.375% 31AUG2023	667.72	0.00	(156.26)	2,354.98	0.00
912828YT1	USA TREASURY 1.5% 30NOV2021	(51.28)	0.00	(1,875.00)	1,916.21	0.00
912828W55	USA TREASURY 1.875% 28FEB2022	483.19	0.00	(1,445.31)	1,605.66	0.00
9128282U3	USA TREASURY 1.875% 31AUG2024	(220.61)	0.00	(273.44)	1,605.66	0.00
912828WN6	USA TREASURY 2% 31MAY2021	864.30	0.00	(3,750.00)	3,406.59	0.00

DETAIL OF RETURN AND INTEREST RECEIVED

For the period December 1, 2020 - December 31, 2020

Cusip	Description	Accretion (amortization)	Realized gain (loss)	Change in fair value	Interest earned	Interest received
Government Bonds						
9128286R6	USA TREASURY 2.25% 30APR2024	(451.40)	0.00	(898.44)	1,926.80	0.00
912828V23	USA TREASURY 2.25% 31DEC2023	(363.19)	0.00	(820.31)	1,895.38	11,250.00
912828Y61	USA TREASURY 2.75% 31JUL2023	(925.86)	0.00	(1,601.57)	2,316.57	0.00
Total Government Bonds		331.02	0.00	(11,289.08)	18,186.14	18,125.00
Grand total		(28,458.48)	0.00	(79,718.38)	162,049.58	120,026.44

TRANSACTION REPORT

For the period December 1, 2020 - December 31, 2020

Trade date Settle date	Cusip	Transaction	Sec type	Description	Maturity	Par value or shares	Realized gain(loss)	Principal	Interest	Transaction total
12/01/2020 12/01/2020	46647PBQ8	Income	Corporate Bonds	JPMORGAN CHASE & CO	06/01/2024	2,000,000.00	0.00	0.00	15,476.44	15,476.44
12/03/2020 12/03/2020	3130AADV7	Income	Government Agencies	FEDERAL HOME LOAN BANK 2%	12/03/2021	1,000,000.00	0.00	0.00	10,000.00	10,000.00
12/03/2020 12/03/2020	3133EKNX0	Income	Government Agencies	FEDERAL FARM CREDIT BANK	06/03/2024	1,000,000.00	0.00	0.00	10,800.00	10,800.00
12/09/2020 12/09/2020	3130A3KM5	Income	Government Agencies	FEDERAL HOME LOAN BANK	12/09/2022	1,500,000.00	0.00	0.00	18,750.00	18,750.00
12/10/2020 12/10/2020	313379Q69	Income	Government Agencies	FEDERAL HOME LOAN BANK	06/10/2022	1,000,000.00	0.00	0.00	10,625.00	10,625.00
12/11/2020 12/11/2020	313373ZY1	Income	Government Agencies	FEDERAL HOME LOAN BANK	06/11/2021	2,000,000.00	0.00	0.00	36,250.00	36,250.00
12/31/2020 12/31/2020	912828S35	Income	Government Bonds	USA TREASURY 1.375%	06/30/2023	1,000,000.00	0.00	0.00	6,875.00	6,875.00
12/31/2020 12/31/2020	912828V23	Income	Government Bonds	USA TREASURY 2.25%	12/31/2023	1,000,000.00	0.00	0.00	11,250.00	11,250.00

ADDITIONAL INFORMATION

As of December 31, 2020

Past performance is not a guide to future performance. The value of investments and any income from them will fluctuate and is not guaranteed (this may partly be due to exchange rate changes) and investors may not get back the amount invested. Transactions in foreign securities may be executed and settled in local markets. Performance comparisons will be affected by changes in interest rates. Investment returns fluctuate due to changes in market conditions. Investment involves risk, including the possible loss of principal. No assurance can be given that the performance objectives of a given strategy will be achieved. The information contained herein is for your reference only and is being provided in response to your specific request and has been obtained from sources believed to be reliable; however, no representation is made regarding its accuracy or completeness. This document must not be used for the purpose of an offer or solicitation in any jurisdiction or in any circumstances in which such offer or solicitation is unlawful or otherwise not permitted. This document should not be duplicated, amended, or forwarded to a third party without consent from Insight. This is a marketing document intended for professional clients only and should not be made available to or relied upon by retail clients

Investment advisory services in North America are provided through two different SEC-registered investment advisers using the brand Insight Investment: Insight North America LLC (INA) and Insight Investment International Limited (IIIL). The North American investment advisers are associated with a broader group of global investment managers that also (individually and collectively) use the corporate brand Insight Investment and may be referred to as Insight, Insight Group or Insight Investment.

INA is an investment adviser registered with the Securities and Exchange Commission (SEC), under the Investment Advisers Act of 1940, as amended. Registration with the SEC does not imply a certain level of skill or training. You may request, without charge, additional information about Insight. Moreover, specific information relating to Insights strategies, including investment advisory fees, may be obtained from INA's Form ADV Part 2A, which is available without charge upon request.

Where indicated, performance numbers used in the analysis are gross returns. The performance reflects the reinvestment of all dividends and income. INA charges management fees on all portfolios managed and these fees will reduce the returns on the portfolios. For example, assume that $30 million is invested in an account with INA, and this account achieves a 5.0% annual return compounded monthly, gross of fees, for a period of five years. At the end of five years that account would have grown to $38,500,760 before the deduction of management fees. Assuming management fees of 0.25% per year are deducted monthly from the account, the value at the end of the five year period would be $38,022,447. Actual fees for new accounts are dependent on size and subject to negotiation. INA's investment advisory fees are discussed in Part 2A of its Form ADV.

Unless otherwise stated, the source of information is Insight. Any forecasts or opinions are Insight's own at the date of this document (or as otherwise specified) and may change. Material in this publication is for general information only and is not advice, investment advice, or the recommendation of any purchase or sale of any security. Insight makes no implied or expressed recommendations concerning the manner in which an account should or would be handled, as appropriate investment strategies depend upon specific investment guidelines and objectives and should not be construed to be an assurance that any particular security in a strategy will remain in any fund, account, or strategy, or that a previously held security will not be repurchased. It should not be assumed that any of the security transactions or holdings referenced herein have been or will prove to be profitable or that future investment decisions will be profitable or will equal or exceed the past investment performance of the securities listed.

Please compare the information provided in this statement to the information provided in the statement received from your Custodian.

For trading activity the Clearing broker will be reflected. In certain cases the Clearing broker will differ from the Executing broker.

In calculating ratings distributions and weighted average portfolio quality, Insight assigns U.S Treasury and U.S agency securities a quality rating based on the methodology used within the respective benchmark index. When Moody's, S&P and Fitch rate a security, Bank of America and Merrill Lynch indexes assign a simple weighted average statistic while Barclays indexes assign the median statistic. Insight assigns all other securities the lower of Moody's and S&P ratings.

Information about the indices shown here is provided to allow for comparison of the performance of the strategy to that of certain well-known and widely recognized indices. There is no representation that such index is an appropriate benchmark for such comparison. You cannot invest directly in an index and the indices represented do not take into account trading commissions and/or other brokerage or custodial costs. The volatility of the indices may be materially different from that of the strategy. In addition, the strategy's holdings may differ substantially from the securities that comprise the indices shown.

The ICE BofA 3 Month US T-Bill index is an unmanaged market index of U.S. Treasury securities maturing in 90 days that assumes reinvestment of all income.

The ICE BofA 6 Month US T-Bill index measures the performance of Treasury bills with time to maturity of less than 6 months.

The ICE BofA 1-Year US Treasury Index is a one-security index comprised of the most recently issued 1-year US Treasury note. The index is rebalanced monthly. In order to qualify for inclusion, a 1-year note must be auctioned on or before the third business day before the last business day of the month.

The ICE BofA 3-Year US Treasury Index is a one-security index comprised of the most recently issued 3-year US Treasury note. The index is rebalanced monthly. In order to qualify for inclusion, a 3-year note must be auctioned on or before the third business day before the last business day of the month.

The ICE BofA 5-Year US Treasury Index is a one-security index comprised of the most recently issued 5-year US Treasury note. The index is rebalanced monthly. In order to qualify for inclusion, a 5-year note must be auctioned on or before the third business day before the last business day of the month.

The ICE BofA 1-3 US Year Treasury Index is an unmanaged index that tracks the performance of the direct sovereign debt of the U.S. Government having a maturity of at least one year and less than three years.

The ICE BofA 1-5 US Year Treasury Index is an unmanaged index that tracks the performance of the direct sovereign debt of the U.S. Government having a maturity of at least one year and less than five years.

ADDITIONAL INFORMATION

As of December 31, 2020

Insight does not provide tax or legal advice to its clients and all investors are strongly urged to consult their tax and legal advisors regarding any potential strategy or investment.

Insight is a group of wholly owned subsidiaries of The Bank of New York Mellon Corporation. BNY Mellon is the corporate brand of The Bank of New York Mellon Corporation and may also be used as a generic term to reference the Corporation as a whole or its various subsidiaries generally. Products and services may be provided under various brand names and in various countries by subsidiaries, affiliates and joint ventures of The Bank of New York Mellon Corporation where authorized and regulated as required within each jurisdiction. Unless you are notified to the contrary, the products and services mentioned are not insured by the FDIC (or by any governmental entity) and are not guaranteed by or obligations of The Bank of New York Mellon Corporation or any of its affiliates. The Bank of New York Corporation assumes no responsibility for the accuracy or completeness of the above data and disclaims all expressed or implied warranties in connection therewith.

Industry Concentration Report - City of Menlo Park

December 31, 2020

Cusip/Id	Description	Industry	Moody Rating	S&P Rating	Par	% Portfolio	% Industry	
89236TEU5	TOYOTA MOTOR CREDIT 2.95% 13APR2021	Automotive	A1	A+	$ 1,000,000	1%		x
89236TGL3	TOYOTA MOTOR CREDIT 2.00% 07OCT2024	Automotive	A1	A+	$ 1,000,000	1%		x
02665WCA7	AMERICAN HONDA FINANCE 2.6% 16NOV2022	Automotive	A2	A	$ 1,000,000	1%		x
02665WCS8	AMERICAN HONDA FINANCE 3.15% 08JAN2021	Automotive	A2	A	$ 1,000,000	1%	5%	x
90331HPC1	US BANK NA CINCINNATI 2.65% 23MAY2022 (CALLABLE 22APR22)	Banking	A1	AA-	$ 1,000,000	1%		x
0258M0EG0	AMERICAN EXPRESS CREDIT 2.7% 03MAR2022 (CALLABLE 31JAN22)	Banking	A2	A-	$ 800,000	1%		x
0258M0EB1	AMERICAN EXPRESS CREDIT 2.25% 5MAY2021 (CALLABLE 4APR21)	Banking	A2	A-	$ 1,000,000	1%		x
17325FAQ1	CITIBANK NA 3.4% 23JUL2021 (CALLABLE 23JUN21)	Banking	Aa3	A+	$ 1,000,000	1%		x
94988J6A0	WELLS FARGO NA 2.082% 09SEP2022	Banking	A2	A-	$ 1,500,000	2%		x
94974BFR6	WELLS FARGO NA 3.00% 22JAN2021	Banking	A2	A-	$ 2,000,000	2%		x
693475AV7	PNC FINSERVGRUP 3.5% 23JAN2024 (CALLABLE 24DEC2023)	Banking	A3	A-	$ 1,000,000	1%		x
69353REW4	PNC BANK NA 2.15% 29APR2021 (CALLABLE 30MAR2021)	Banking	A2	A	$ 1,000,000	1%		x
06051GFZ7	BANK OF AMERICA NA 2.503% 21OCT2022 (CALLABLE 21OCT2021)	Banking	A2	A-	$ 1,000,000	1%		x
06051GHH5	BANK OF AMERICA NA 3.499% 17MAY2022 (CALLABLE 17MAY2021)	Banking	A2	A-	$ 1,500,000	2%		x
06051GHF9	BANK OF AMERICA NA 3.55% 5MAR2024 (CALLABLE 5MAR2023)	Banking	A2	A-	$ 1,500,000	2%		x
46625HJH4	JPMORGAN CHASE & CO 3.2% 25JAN2023	Banking	A2	A-	$ 1,000,000	1%		x
46647PBQ8	JPMORGAN CHASE & CO 1.514% 01JUN2024 (CALLABLE 01JUN23)	Banking	A2	A-	$ 2,000,000	2%	20%	x
14913Q2G3	CATERPILLAR 2.90% 15MAR2021	Machinery	A3	A	$ 1,000,000	1%		x
14913Q2W8	CATERPILLAR 2.65% 17MAY2021	Machinery	A3	A	$ 1,600,000	2%		x
24422EUM9	JOHN DEERE CAPITAL CORP 3.65% 12OCT2023	Machinery	A2	A	$ 950,000	1%		x
24422EUX5	JOHN DEERE CAPITAL CORP 2.6% 07MAR2024	Machinery	A2	A	$ 1,450,000	2%	6%	x
742718EB1	PROCTER & GAMBLE CORP 3.1% 15AUG2023	Consumer Products	Aa3	AA-	$ 1,000,000	1%	1%	x
693506BQ9	PPG INDUSTRIES INC 2.4% 15AUG2024	Chemicals	A3	A-	$ 2,000,000	2%	2%	x
369550BD9	GENERAL DYNAMICS 3.375% 15MAY2023	Aerospace	A2	A+	$ 943,000	1%	1%	x
68389XBA2	ORACLE CORP 2.8% 08JUL2021	Technology	A1	AA-	$ 1,000,000	1%		x
037833AR1	APPLE INC 2.85% 06MAY2021	Technology	Aa1	AA+	$ 400,000	0%		x
037833DC1	APPLE INC 2.19% 12SEP2022 (CALLABLE 12AUG2022)	Technology	Aa1	AA+	$ 2,000,000	2%		x
17275RBD3	CISCO SYSTEMS INC 2.20% 28FEB2021	Technology	A1	AA-	$ 1,500,000	2%		x
17275RBJ0	CISCO SYSTEMS INC 1.85% 20SEP2021	Technology	A1	AA-	$ 1,000,000	1%		x
594918BX1	MICROSOFT CORP 2.875% 02FEB2024 (CALLABLE 06DEC23)	Technology	Aaa	AAA	$ 960,000	1%	8%	x
				Corporate	$ 36,103,000	44%		
				Term Portfolio	$ 81,203,000			

STAFF REPORT

City Council
Meeting Date: **2/9/2021**
Staff Report Number: **21-036-CC**

Consent Calendar: **Adopt Resolution No. 6614 supporting the City's crosstown shuttle for application for the lifeline transportation program fiscal year 2021-22 and fiscal year 2022-23, and adopt Resolution No. 6615 supporting the City's shuttle program for application for the sustainable transportation planning grant fiscal year 2021-22**

Recommendation

Staff recommends that the City Council adopt Resolution No. 6614 (Attachment A) in support of the City's crosstown shuttle, for the Metropolitan Transportation Commission's lifeline transportation program fiscal years (FY) 2021-22 and 2022-23 to continue funding for operations and administration of the program and authorize the city manager to enter into necessary funding agreements.

Additionally, staff recommends that the City Council adopt Resolution No. 6615 (Attachment B) in support of the Citywide shuttle program, for the California Department of Transportation's (Caltrans) sustainable transportation planning grant FY 2021-22 to conduct a service analysis of the Shuttle Program, and if awarded, authorize the city manager to enter into necessary funding agreements.

Policy Issues

This project is consistent with the 2016 general plan goal and policies to support local and regional transit that is efficient, frequent, convenient and safe. These policies seek to promote the use of public transit and to promote the use of alternatives to the single-occupant automobile. This project is also consistent with goals of the climate action plan and the transportation master plan to provide mobility choice, encourage the use of transit and reduce greenhouse gas emissions. Adopted City Council resolutions of support are not required by these specific grants at time of application, but strengthen the application as supplemental materials and are required before accepting grant funds.

Background

The City manages an extensive shuttle program that provides "around town" transportation to many residents, employees and visitors. This is possible due to generous funding from agencies including the San Mateo City/County Association of Governments (C/CAG), San Mateo County Transportation Authority (SMCTA), the Metropolitan Transportation Commission (via C/CAG and the San Mateo County Transit District), and one-time or annual shuttle fee assessed to local employers as part of development project approvals. While many cities offer community shuttles, the City's system is more robust, as it offers a combination of commuter shuttles, community fixed-route shuttles and community door-to-door shuttles. The program includes the following current services (Attachment C):

- The M1-Crosstown shuttle provides an all-day, fixed-route service between Belle Haven and Sharon

Heights. It serves several senior housing facilities, Menlo Park Senior Center, the Belle Haven library, the Veterans Affairs Medical Center, the main library, Caltrain station, Little House, Safeway, Stanford Medical Center, Stanford Shopping Center, Palo Alto Medical Foundation, and downtown Palo Alto.

- The M3-Marsh Road shuttle provides fixed-route, peak-hour service between the Caltrain station and the business parks and office complexes along Marsh Road, Bohannon Drive and the Bayfront Area.
- The M4-Willow Road shuttle provides fixed-route, peak-hour service between the Caltrain station and the business parks and office complexes along Willow Road and O'Brien Drive.
- The Shoppers' shuttle is a door-to-door service, which operates three days per week providing transportation for those not near a shuttle route or that have limited mobility. Destinations include Little House, Menlo Park Senior Center, downtown Menlo Park, the main library, Safeway, Caltrain station, Stanford Shopping Center, and retail destinations in Menlo Park and Redwood City.

On January 13, 2020, C/CAG and the SMCTA issued a joint call for shuttle projects for FY 2020-21 and 2021-22. The program includes $10,000,000 for this two-year funding cycle, and direct costs for operations, marketing, and administration of shuttles are eligible for funding. The City's application was successful, resulting in an award of $1,334,900 to cover a portion of its M1-Crosstown, M3-Marsh Road and M4-Willow Road shuttles.

In December 2020, two grant opportunities were released to provide support for the operations and evaluation of the current shuttle program.

First, C/CAG issued a call for shuttle projects for FY 2021-22 and 2022-23, with applications due February 19, 2021. Cycle 6 of the lifeline transportation program includes approximately up to $3,390,000 for this two-year funding cycle, and direct costs for operations, marketing, and administration of shuttles are eligible for funding. A successful award of Cycle 6 funds ensures that the M1-Crosstown shuttle will be funded 100 percent through C/CAG and the lifeline transportation program for FY 2021-22, and 40 percent through the lifeline transportation program for FY 2022-23. The 60 percent portion is anticipated to come from C/CAG or the SMCTA for its FY 2022-24 call for projects.

Second, Caltrans released their call for applications for the FY 2021-22 sustainable transportation planning grants. This grant program includes approximately $17 million to fund transportation planning projects that support multimodal transportation and the State's greenhouse gas (GHG) reduction target of 40 and 80 percent below 1990 levels by 2030 and 2050, respectively.

Staff continuously monitors and adjusts shuttle services to meet changes in Caltrain scheduling, commuting patterns and community needs, although a comprehensive service analysis has not been conducted recently. The Caltrans sustainable transportation planning grant offers an opportunity for the City to pursue funds to conduct this much-needed comprehensive service analysis, as further described below.

Analysis

The following sections describe the two grant opportunities, funding scenarios, and scope of work that could be completed if funds are awarded.

<u>Lifeline transportation program grant</u>

Funding from the lifeline transportation program along with funds allocated from C/CAG covers the current operations of the M1-Crosstown shuttle. By applying for funds through the lifeline transportation program, the City is seeking to ensure the continuation of this route. Service levels were restored in November 2020, which had been suspended since September 2018 due to the shuttle provider's driver shortages. Staff is monitoring ridership levels and driver and vehicle availability (impacted by the COVID-19 pandemic) to consider further future expansion of this route.

Similar to the last call for projects, the lifeline transportation program requires a local match of at least 20 percent of the total cost. The match can come from other grant sources or local City funds. Additionally, this program only funds shuttles that affect vulnerable populations, such as low-income and senior populations, meaning only the M1-Crosstown shuttle is eligible.

Staff plans to request $500,000 in Cycle 6 lifeline transportation program funds for the M1-Crosstown shuttle. This is the maximum that can be awarded, and $6,000 will be allocated to the San Mateo County Transit District for an administration fee as the pass-through entity. If awarded, the Lifeline Transportation Program Cycle 6 will fund approximately 40 percent of the M1-Crosstown shuttle cost in FY 2021-22 and 2022-23. The City has also secured funds from C/CAG (the remaining 60 percent of the cost) for FY 2020-21 and 2021-22 to cover the remaining cost of the M1-Crosstown shuttle, and will continue to apply for funds from future cycles. If future applications are not successful, there may be a funding gap that could lead to the need to reduce service or find alternative funding sources in FY 2022-23 or beyond.

Staff recommends the City Council adopt the resolution (Attachment A) in support of the lifeline grant opportunity for continued shuttle operations and authorizing the city manager to enter into funding agreements necessary for this award.

<u>Caltrans sustainable transportation planning grant</u>
The Caltrans sustainable transportation planning grant offers an opportunity for the City to pursue funds to conduct a comprehensive service analysis, which would aim to improve the cost-efficiency of the system while also better serving its riders. This analysis will investigate the current system's strengths and weaknesses, how it can serve future residents and employment in the Bayfront area, and how to synergize it with developing transportation technologies to best serve people in Menlo Park. Improving the shuttle program will guide future service changes so that it can continue serving residents and commuters as it has done for the last 30 years.

The grant application is required to be submitted by February 12. Staff is finalizing the grant application and would be seeking approximately $150,000 in funds toward the comprehensive shuttle service analysis. The total cost of the study is anticipated to be $180,000, and the City would contribute the remainder of the cost as part of the required local match in the form of staff time and other direct expenses. The City's contribution would exceed the required 11.47 percent local match, but would provide a more competitive application. Pending successful award of the grant funds, the City would proceed with a request for proposal (RFP) to have qualified consultants propose to conduct analysis, public outreach and develop a final report/recommendation for the City's shuttle program. At this point, staff anticipates that the comprehensive shuttle service analysis may contain:

- Award of Caltrans funds in summer 2021
- Release RFP and award consultant contract in fall 2021
- Study duration from 2022 to 2023, final report by mid-2023
- Study would include analyses of routes, travel patterns, key destinations and anonymized cellphone travel data
- Consultant would conduct community and employer outreach as part of the study
- Final report would provide recommendations for route changes or new service, along with identifying funding opportunities and partnerships.
- Final report could also inform next steps for the Transportation Management Association (TMA) feasibility study (concluding mid-2021), such as coordinating any potential TMA shuttle offerings with

City-operated shuttles.

Staff recommends the City Council adopt the resolution (Attachment B) in support of the Caltrans sustainable transportation planning grant and authorizing the city manager to enter into funding agreements necessary for this award.

Impact on City Resources

The estimated total annual cost of the M1-Crosstown in FY 2021-22 and FY 2022-23 is $1,080,600. The funding for the M1-Crosstown comes from MTC lifeline transportation program (approximately 40 percent) and C/CAG (approximately 60 percent.)

The estimated total cost of the comprehensive shuttle service analysis is $180,000, and the City is requesting $150,000 from the Caltrans sustainable transportation planning grant, which requires an 11.47 percent local match. The City would contribute its local match in the form of staff time including acting as project manager overseeing the consultant developing the comprehensive shuttle service analysis. Funding for city staff time is provided by Measure A funds.

Environmental Review

This action is not a project within the meaning of the California Environmental Quality Act (CEQA) Guidelines §§ 15378 and 15061(b)(3) as it will not result in any direct or indirect physical change in the environment.

Public Notice

Public notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting.

Attachments

A. Resolution No. 6614 (lifeline transportation program)
B. Resolution No. 6615 (Caltrans sustainable transportation planning grant)
C. Hyperlink – program: menlopark.org/shuttles

Report prepared by:
Nicholas Yee, Transportation Demand Management Coordinator
Kristiann Choy, Acting Transportation Manager

Report reviewed by:
Nicole H. Nagaya, Public Works Director

RESOLUTION NO. 6614

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MENLO PARK SUPPORTING THE CITY'S SHUTTLE PROGRAM AND SUBMITTING AN APPLICATION FOR THE LIFELINE TRANSPORTATION PROGRAM

WHEREAS, the Metropolitan Transportation Commission (MTC) has established a Lifeline Transportation Program to assist in funding projects that 1) are intended to result in improved mobility for low-income residents of the nine San Francisco Bay Area counties, 2) are developed through a collaborative and inclusive planning process and 3) are proposed to address transportation gaps and/or barriers identified through a substantive community-based transportation plan or are otherwise based on a documented assessment of needs; and

WHEREAS, MTC has adopted principles, pursuant to MTC Resolution No. 4416, to guide implementation of the Lifeline Transportation Program for the two-year period from Fiscal Year 2018-19 and Fiscal Year 2019-20, and has designated the County Congestion Management Agency (or another countywide entity) in each of the nine bay area counties to help with recommending project selections and project administration; and

WHEREAS, the City/County Association of Governments of San Mateo County (C/CAG) has been designated by MTC to assist with the Lifeline Transportation Program in San Mateo County on behalf of MTC; and

WHEREAS, C/CAG is conducting a competitive call for projects for the Lifeline Transportation Program Cycle 6 in San Mateo County; and

WHEREAS, the City will submit a project in response to the competitive call for projects; and

WHEREAS, the cost of the City's M1-Crosstown Shuttle is estimated to be $1,489,200 over Fiscal Years 2020-21, 2021-22, and 2022-23; and

WHEREAS, the City wishes to sponsor the City's M1-Crosstown Shuttle; and

WHEREAS, the City has received $617,100 for the M1-Crosstown Shuttle from C/CAG in the San Mateo County Shuttle Program call for projects for Fiscal Years 2020-21 and 2021-22; and

WHEREAS, the City seeks up to $500,000 for the M1-Crosstown Shuttle in Fiscal Years 2021-22 and 2022-23; and

WHEREAS, C/CAG requires a letter of commitment from the City in support of the City's application for $500,000 from the Lifeline Transportation Program for the City's M1-Crosstown Shuttle; and

WHEREAS, the City of Menlo Park agrees to meet project delivery and obligation deadlines, comply with funding conditions placed on the receipt of funds allocated to the Lifeline Transportation Program, provide for the required local matching funds, and satisfy all other conditions set forth in MTC Resolution No. 4416; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Menlo Park

1. Directs staff to submit an application for funding from the Lifeline Transportation Program for $500,000 for the City's M1-Crosstown Shuttle.
2. Authorizes the City Manager to execute a funding agreement with the San Mateo County Transit District to act as the pass-through entity for Lifeline Transportation Program funds awarded by the City/County Association of Governments to the City of Menlo Park.
3. Let it be known the City commits to the completion of the City's M1-Crosstown Shuttle Program if awarded the requested funds from the Lifeline Transportation Program.

I, Judi A. Herren, City Clerk of the City of Menlo Park, do hereby certify that the above and foregoing Resolution was duly and regularly passed and adopted at a meeting by said City Council on this ninth day of February, 2021, by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Official Seal of said City on this ninth day of February, 2021.

____
Judi A. Herren, City Clerk

RESOLUTION NO. 6615

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MENLO PARK SUPPORTING THE CITY'S SHUTTLE PROGRAM, SUBMITTING AN APPLICATION FOR THE SUSTAINABLE TRANSPORTATION PLANNING GRANT AND AUTHORIZING THE CITY MANAGER TO EXECUTE AGREEMENTS WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION FOR THE SHUTTLE ASSESSMENT STUDY

WHEREAS, there is a need for "around town" transportation to serve many residents, employees and visitors; and

WHEREAS, City of Menlo Park manages an extensive Shuttle Program to provide commuter service to and from the Menlo Park Caltrain station and community shuttle service to link residents to vital community services and destinations; and

WHEREAS, the California Department of Transportation (Caltrans) has established the Sustainable Transportation Planning Grant to assist in funding projects that 1) support local and regional planning that create a sustainable, efficient, and integrated transportation system and 2) are intended to reduce the State of California's greenhouse gas levels to below 1990 levels; and

WHEREAS, Caltrans is conducting a competitive call for projects for the Sustainable Transportation Planning Grant for Fiscal Year 2021-22; and

WHEREAS, the City will submit a project in response to the competitive call for projects; and

WHEREAS, the City Council of the City of Menlo Park is eligible to receive Federal and/or State funding for certain transportation planning related plans, through the Caltrans; and

WHEREAS, a Restricted Grant Agreement is needed to be executed with the Caltrans before such funds can be claimed through the Transportation Planning Grant Programs; and

WHEREAS, the City Council wishes to delegate authorization to execute these agreements and any amendments thereto; and

WHEREAS, the City will use this Comprehensive Shuttle Service Analysis to improve the Shuttle Program for its residents, employers, and visitors; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Menlo Park
1. Directs staff to submit an application for funding from the Sustainable Transportation Planning Grant the City's Shuttle Program.
2. Authorizes the City Manager to execute all Restricted Grant Agreements, and any amendments thereto with the California Department of Transportation.

I, Judi A. Herren, City Clerk of the City of Menlo Park, do hereby certify that the above and foregoing Resolution was duly and regularly passed and adopted at a meeting by said City Council on this ninth day of February, 2021, by the following votes:

//

//

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Official Seal of said City on this ninth day of February, 2021.

____
Judi A. Herren, City Clerk

STAFF REPORT

City Council
Meeting Date: **2/9/2021**
Staff Report Number: **21-026-CC**

Consent Calendar: **Adopt Resolution No. 6611 accepting up to $198,950 of grant funding from the California Drought, Water, Parks, Climate, Coastal Protection and Outdoor Access for All Act of 2018**

Recommendation

Staff recommends that the City Council adopt Resolution No. 6611 (Attachment A) accepting up to $198,950 of California Drought, Water, Parks, Climate, Coastal Protection and Outdoor Access for All Act of 2018 Proposition 68 Per Capita grant ("Grant") funding to support the construction of a new aquatics center in conjunction with the Menlo Park Community Campus facility project.

Policy Issues

The City Council, as the governing board of the City of Menlo Park municipal jurisdiction, has sole authority to formally accept and certify Grant funds allocated to the city by the State of California.

Background

The city was notified in October 2020 that it is eligible to receive a Grant award of up to $198,950. In order for the city to remain eligible to receive this funding, the City Council must adopt a resolution accepting the grant award and staff must submit a specific project application to the state by December 31, 2021.

On February 1, 2021[1], the City Council identified the Menlo Park community campus aquatics center ("MPCC pool") as an eligible construction project toward which the Grant funds can be applied, and included the grant funding in the project's estimated budget.

Analysis

The California State Parks Department, which administers the Grant, requires that the grant funding only be used to supplement—not supplant—local revenues in existence for the identified project. The City Council must adopt the resolution in Attachment A in order to formally accept the grant funds. The specific project application will be developed by staff and submitted to the state no later than the submittal deadline December 31, 2021.

For City Council's awareness, the procedures set forth by the State for the Grant require specific language to be included in the City Council adopted resolution, including the following:

[1] Hyperlink: menlopark.org/DocumentCenter/View/27278/C1-20210201-CC-MPPC-pool-design

"To the extent practicable, as identified in the 'Presidential Memorandum--Promoting Diversity and Inclusion in Our National Parks, National Forests, and Other Public Lands and Waters,' dated January 12, 2017, the City of Menlo Park will consider a range of actions that include, but are not limited to, the following:

A. "Conducting active outreach to diverse populations, particularly minority, low-income, and disabled populations and tribal communities, to increase awareness within those communities and the public generally about specific programs and opportunities.
B. "Mentoring new environmental, outdoor recreation, and conservation leaders to increase diverse representation across these areas.
C. "Creating new partnerships with state, local, tribal, private, and nonprofit organizations to expand access for diverse populations.
D. "Identifying and implementing improvements to existing programs to increase visitation and access by diverse populations, particularly minority, low-income, and disabled populations and tribal communities.
E. "Expanding the use of multilingual and culturally appropriate materials in public communications and educational strategies, including through social media strategies, as appropriate that target diverse populations.
F. "Developing or expanding coordinated efforts to promote youth engagement and empowerment, including fostering new partnerships with diversity-serving and youth-serving organizations, urban areas and programs.
G. "Identifying possible staff liaisons to diverse populations."

Additionally, the Grant criteria stipulate that projects must be for capital outlay; that is, acquisition of land, or improvements to existing property beyond its original condition, e.g., construction or development. Operation, maintenance, and/or repairs are not eligible uses of Grant funding.

Impact on City Resources

Should City Council adopt the resolution in Attachment A, the city will receive up to $198,950 in Grant funding for the MPCC pool project. The Grant requires a 20 percent local match, which is planned to be met by the other local funding sources included in the overall project budget.

Environmental Review

On January 12, the City Council found the MPCC project including the aquatics center categorically exempt pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15302 Replacement of Existing Facilities. The project has substantially the same purpose and capacity as the existing facilities, and this exemption allows for reasonable increases in square footage to accommodate replacement facilities. The proposed water surface area of 6,790 square feet would be an approximately 10.2 percent increase in surface area from the existing. On January 21, staff filed a notice of exemption with the San Mateo County clerk.

Public Notice

Public Notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting.

Attachments

A. Resolution No. 6611

Report prepared by:
Adriane Lee Bird, Assistant Director of Community Services
Sean Reinhart, Director of Library and Community Services

RESOLUTION NO. 6611

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MENLO PARK ACCEPTING UP TO $198,950 FROM STATE OF CALIFORNIA PROPOSITION 68 PER CAPITA GRANT FUNDING PROGRAM

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Per Capita Grant Program, setting up necessary procedures governing application(s); and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the grantee's Governing Body to certify by resolution the approval of project application(s) before submission of said applications to the State; and

WHEREAS, the grantee will enter into a contract(s) with the State of California to complete project(s);

NOW THEREFORE BE IT RESOLVED, that the City of Menlo Park, acting by and through its City Council, therefore do hereby

1. Approve the filing of project application(s) for Per Capita program grant project(s); and
2. Certifies that said grantee has or will have available, prior to commencement of project work utilizing Per Capita funding, sufficient funds to complete the project(s); and
3. Certifies that the grantee has or will have sufficient funds to operate and maintain the project(s), and
4. Certifies that all projects proposed will be consistent with the park and recreation element of the City of Menlo Park general or recreation plan (PRC §80063(a)), and
5. Certifies that these funds will be used to supplement, not supplant, local revenues in existence as of June 5, 2018 (PRC §80062(d)), and
6. Certifies that it will comply with the provisions of §1771.5 of the State Labor Code, and
7. (PRC §80001(b)(8)(A-G)) To the extent practicable, as identified in the "Presidential Memorandum--Promoting Diversity and Inclusion in Our National Parks, National Forests, and Other Public Lands and Waters," dated January 12, 2017, the City of Menlo Park will consider a range of actions that include, but are not limited to, the following:

   (A) Conducting active outreach to diverse populations, particularly minority, low-income, and disabled populations and tribal communities, to increase awareness within those communities and the public generally about specific programs and opportunities.

   (B) Mentoring new environmental, outdoor recreation, and conservation leaders to increase diverse representation across these areas.

   (C) Creating new partnerships with state, local, tribal, private, and nonprofit organizations to expand access for diverse populations.

   (D) Identifying and implementing improvements to existing programs to increase visitation and access by diverse populations, particularly minority, low-income, and disabled populations and tribal communities.

   (E) Expanding the use of multilingual and culturally appropriate materials in public communications and educational strategies, including through social media strategies, as appropriate, that target diverse populations.

(F) Developing or expanding coordinated efforts to promote youth engagement and empowerment, including fostering new partnerships with diversity-serving and youth-serving organizations, urban areas, and programs.

(G) Identifying possible staff liaisons to diverse populations.

8. Agrees that to the extent practicable, the project(s) will provide workforce education and training, contractor and job opportunities for disadvantaged communities (PRC §80001(b)(5)).
9. Certifies that the grantee shall not reduce the amount of funding otherwise available to be spent on parks or other projects eligible for funds under this division in its jurisdiction. A one-time allocation of other funding that has been expended for parks or other projects, but which is not available on an ongoing basis, shall not be considered when calculating a recipient's annual expenditures. (PRC §80062(d)).
10. Certifies that the grantee has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Procedural Guide; and
11. Delegates the authority to the City Manager of Menlo Park, or designee to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the grant scope(s); and
12. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

I, Judi A. Herren, City Clerk of Menlo Park, do hereby certify that the above and foregoing City Council Resolution was duly and regularly passed and adopted at a meeting by said City Council on the ninth day of February, 2021, by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Official Seal of said City on this ninth day of February, 2021, 2020.

____

Judi A. Herren, City Clerk

STAFF REPORT

City Council	
Meeting Date:	**02/09/2021**
Staff Report Number:	**21-027-CC**
Consent item:	Approve automatic contract extension with Team Sheeper, Inc. for continued operation of the Burgess Pool through August 31, 2022

Recommendation

City Staff recommends that City Council approve an automatic extension to the professional services agreement between the City of Menlo Park (City) and Team Sheeper, Inc. (Provider), Attachment A, for continued services at Burgess Pool through August 31, 2022.

Policy Issues

City Council provides policy direction to the city manager regarding service provision to the community; provides authorization to the city manager to negotiate and execute professional services agreements with service providers; and sets prioritization for the use of City resources to serve the community.

Background

On March 27, 2018, City Council authorized the city manager to execute a professional services agreement with Provider to provide aquatics programming at Burgess Pool and Belle Haven Pool (Attachment A.) The agreement has been amended several times as necessitated by construction of the Menlo Park Community Campus (MPCC) project and health regulations resulting from the COVID-19 pandemic. Absent any action, Section 3 of the agreement automatically extends the agreement's term for 12 months, through August 31, 2022. Additional timeline-related background information relevant to the agreement is provided in Attachment B.

Analysis

The City's current professional services agreement with Provider calls for the end of Provider's services at Burgess Pool August 31, 2021 unless the agreement is extended automatically under existing terms or both parties negotiate an amendment with new terms. Should City Council desire that Provider's services at Burgess Pool continue beyond August 31, 2021, simply allowing the extension clause to take effect would automatically extend the duration of the agreement an additional 12 months through August 31, 2022, with no change to the agreement's current terms, and no formal action needed.

Should City Council instead desire to terminate the current agreement effective August 31, 2021, then the city would be required to issue written notification to Provider of the City's intent to terminate no less than 180 days before the expiration of the current end date. February 28, 2021 is the latest date that notice of intent to terminate could be issued 180 days in advance of the agreement's current end date.

In consideration of the scheduled commencement of construction activities in summer 2021 of a new outdoor aquatics facility in conjunction with the MPCC project, and the new facility's anticipated opening in 2023, it would be advantageous to the City to allow the current Burgess Pool agreement to automatically extend for additional 12-month extension periods potentially through the anticipated opening date of the MPCC facility. In so doing, aquatics services at Burgess Pool could continue with minimal disruption while a community engagement process for identifying desired programs and services at the new MPCC aquatics center – and potentially in Menlo Park overall – can be undertaken.

Impact on City Resources

There is no new impact to city resources associated with the recommended action. Should the 12-month extension clause be allowed to take effect, the City would continue to be responsible for baseline maintenance and custodial services for the pools; and Provider would continue to be bound to the revenue sharing terms described in the agreement terms. Additionally, Provider would continue to be responsible for additional maintenance and sanitary services to ensure adequate sanitation as required by County Health orders to prevent COVID-19 transmission.

Environmental Review

This action is not a project within the meaning of the California Environmental Quality Act (CEQA) Guidelines §§ 15378 and 15061(b)(3) as it will not result in any physical change in the environment.

Public Notice

Public notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting.

Attachment

A. Professional services agreement and amendments
B. Timeline-related background information

Report prepared by:
Sean Reinhart, Director of Library and Community Services

SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
(Menlo Park Aquatic Facilities)

This Second Amendment to Professional Services Agreement ("Second Amendment") is made and executed as of September 15, 2020, by and between the City of Menlo Park, a municipal corporation ("City") and Team Sheeper, Inc., a California S Corporation ("Provider"), referred to herein collectively as "Parties." This Second Amendment modifies the Professional Services Agreement dated March 27, 2018 by and between the Parties regarding the provision of recreational aquatics programming ("Agreement"), as amended by the Amendment to Professional Services Agreement dated June 9, 2020 ("First Amendment").

RECITALS

The City and Provider are entering into Second this Amendment based on the following facts, understandings and intentions:

A. On March 27, 2018, the Parties entered into the Agreement whereby Provider agreed to provide recreational aquatics programming at Burgess and Belle Haven Pools in the City of Menlo Park.

B. On February 24, 2020, by mutual written agreement, the Parties agreed to terminate Provider's services at the Belle Haven Pool effective October 1, 2020 due to a pending construction project at the Onetta Harris Community Center.

C. The Agreement was renewed for an Extended Term that expires on August 31, 2021 with respect to the Burgess Pool.

D. The Parties desire to extend the Provider's services at the Belle Haven Pool until the Extended Term of the Agreement expires on August 31, 2021 or until construction commences at the Onetta Harris Community Center, whichever occurs first.

NOW THEREFORE, the Parties agree as follows:

1. Provider shall continue to provide services at the Belle Haven Pool in accordance with the terms and conditions of the Agreement, as amended by the First Amendment, until the Extended Term of the Agreement expires on August 31, 2021 or until construction commences at the Onetta Harris Community Center, whichever occurs first. If terminated prior to the expiration of the Extended Term, the City will provide at least 30 days written notice to Provider of the date that construction will commence at the Onetta Harris Community Center and Provider's services at the Belle Haven Pool will be terminated.

2. The City shall continue to pay Provider the Belle Haven Management Fee until the Extended Term of the Agreement expires on August 31, 2021 or until construction commences at the Onetta Harris Community Center, whichever occurs first.

3. Except to the extent expressly modified by this Second Amendment, the terms of the Agreement, as amended by the First Amendment, shall remain effective without impairment or modification.

4. This Second Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one amendment.

IN WITNESS WHEREOF, the Parties have executed this Second Amendment by their duly authorized officers as of the date first set forth above.

CITY OF MENLO PARK

DocuSigned by:
By: Sean Reinhart
45C048B9664E4B5...

Approved as to Form:

DocuSigned by:
Cara E. Silver
CD6C53C794F6491...

Interim City Attorney

ATTEST:

____

City Clerk

TEAM SHEEPER, INC
501 Laurel Street
Menlo Park, CA 94025

DocuSigned by:
By: Tim Sheeper
09FDB12D95194EC...

Tim Sheeper, Chief Executive Officer

Approved as to Form:

DocuSigned by:
Albert Flor
5C72947A53E94D7...

Attorney for Team Sheeper

AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
(Menlo Park Aquatic Facilities)

This Amendment to Professional Services Agreement ("Amendment") is made and executed as of June 9, 2020, by and between the City of Menlo Park, a municipal corporation ("City") and Team Sheeper, Inc., a California S Corporation ("Provider"), referred to herein individually as "Party" and collectively as "Parties." This Amendment modifies the Professional Services Agreement dated March 27, 2018 by and between the Parties regarding the provision of recreational aquatics programming ("Agreement") and will become effective upon the approval by the City of the reopening the Burgess and Belle Haven Pools in accordance with the standards set by the San Mateo County Health Officer, as provided below.

RECITALS

The City and Provider are entering into this Amendment based on the following facts, understandings and intentions:

A. On March 27, 2018, the Parties entered into the Agreement whereby Provider agreed to provide recreational aquatics programming at Burgess and Belle Haven Pools in the City of Menlo Park.

B. On February 24, 2020, by mutual written agreement, the Parties agreed to terminate the Belle Haven Pool service effective October 1, 2020 in light of a pending construction project at the Onetta Harris Community Center.

C. On March 4, 2020, the Governor of the State of California declared a state of emergency to help the state prepare for the spread of the novel coronavirus named COVID-19.

D. On March 10, 2020, the San Mateo County Health Officer issued a statement that evidence existed of widespread community transmissions of COVID-19 in San Mateo County.

E. On March 11, 2020, the City Council of the City of Menlo Park declared a local emergency based on the COVID-19 world pandemic. Effective immediately, all City facilities were closed to the public.

F. Effective March 12, 2020, Provider closed the Burgess Pool for all services with the goal of keeping people safe and preventing the spread of COVID-19.

G. On March 16, 2020, the San Mateo Health Officer issued an order that, among other things, directed all individuals currently living within San Mateo County to shelter in their place of residence and authorized individuals to leave their residences only for certain essential activities ("Shelter-in-Place Order").

H. On March 27, 2020, the City pursuant to City of Menlo Park Director of Emergency Services/City Manager Emergency Order No. 2 ("Order No. 2") closed all public facilities including the Burgess Pool and the Belle Haven Pool to help slow the spread of COVID-19.

I. The State of California has developed a resilience roadmap that identifies four stages to reopening: stage 1 (safety and preparedness), stage 2 (lower risk workplaces), stage 3 (higher risk workplaces), and stage 4 (end of stay at home order).

J. On May 15, 2020 the San Mateo County Health Officer issued a revised Shelter-in-Place Order, inclusive of appendixes, that in this second stage allows the reopening of public pools subject to certain safety precautions ("Revised Order"). A copy of the Revised Order is attached hereto as Exhibit A. The Revised Order was subsequently amended on May 29 to allow, with restrictions and safety measures, places of worship to hold services and retail stores to allow customers inside. The Parties anticipate that the County of San Mateo will continue to issue revised orders during this time of local emergency.

K. On May 19, 2020, Provider submitted a plan to the City to operate the Burgess Pool in accordance with the Revised Order, but it was not legal to reopen based on the City's March 11, 2020 declaration of emergency and Order No. 2 closing public facilities, including the Burgess and Belle Haven pools. On June 2, Provider submitted a revised plan to reopen both the Burgess Pool and the Belle Haven Pool attached hereto as Exhibit B.

L. The Parties desire to provide for a reopening process for the Burgess Pool and the Belle Haven Pool in the event the Director of Emergency Services modifies Order No. 2 and allows the opening of public facilities.

M. The City and Provider desire to enter into this Amendment to memorialize the process of reopening the Burgess Pool and Belle Haven Pool throughout the stages, until the local emergency is terminated.

NOW THEREFORE, the Parties agree as follows:

1. The Parties agree that given the above described conditions, Provider has been unable to perform the Services described in the Agreement since March 12, 2020. The Parties further agree that until the City modifies Order No. 2, Provider is not legally allowed by the City to operate because public facilities are closed. The Parties further agree that the Agreement is in full force and effect and neither Party is in default.

2. The parties agree that Provider will resume services under the Agreement within five days, or earlier, of the Emergency Director's modification of Order No. 2 to allow the re-opening the pools.

3. While the local emergency is in effect, Provider shall adhere to the social distancing protocols and best practices established by the County of San Mateo Health Officer on May 15, 2020, a copy of which is attached hereto and incorporated herein as Exhibit C, and as may be modified from time to time. In addition, Provider shall comply with all legally required safety precautions identified in the Revised Order and any future orders issued by the Governor, the San Mateo County Health Officer or the City of Menlo Park affecting public swimming pools. Safety precautions include but are not limited to the use of personal protective equipment, social distancing requirements, symptom checks and tracking attendance. Furthermore, Provider shall continue to comply with any and all city,

county, state and federal laws and regulations related to pool and aquatic program operations as required by the Agreement.

4. It is of critical importance to the City that the Belle Haven Pool be reopened at the same time as the Burgess Pool to ensure that recreational aquatics opportunities are available to the whole community. Provider agrees to reopen both the Burgess Pool and the Belle Haven Pool concurrently within five days or earlier from the modification of Order No. 2 allowing the reopening of the pools, consistent with the phases identified in the Provider's reopening plan, attached hereto as Exhibit B and provide any and all services included in the Scope of Services which are legally allowable pursuant to the Revised Order, including but not limited to lap swim. The use of the locker rooms is not allowed in the second phase of reopening. Limited use of bathrooms will be provided for as documented in Exhibit B.

5. Provider agrees to increase the services and provide any and all services included in the Scope of Services at both the Burgess Pool and the Belle Haven Pool as soon as provision of such services is both legally allowable pursuant to any state, county or local law and Provider is reasonably able to comply with any and all legally required safety precautions. SOLO swim team will be allowed to return to pool usage as soon as the Provider and SOLO agree upon and can accommodate the safety precautions required by San Mateo County Health Order. Prior to use of the pool, SOLO shall acknowledge in writing its acceptance of such precautions and agreement to abide by the terms of this Amendment. The City understands that the application of required safety precautions at the Burgess and Bell Haven pools is nuanced and that it is possible that activities that are allowed under existing health orders and directives may still be deemed unsafe by the Provider. In such situation, Provider shall provide written notice to and obtain consent, which may not be unreasonably withheld, from the City Manager or her designee for such adjustments.

6. In accordance with Paragraph 6 of the Agreement, the Parties will work together during the second and third stage to modify operations, access and schedule as appropriate. Provider agrees to provide weekly reports regarding capacity, residents/non-residents use, and fee subsidies provided for each pool and the Parties agree to meet and confer as necessary to address any issues. Any schedule modifications shall be subject to approval by the City Manager or her designee and shall be acted on within a commercially reasonable time (typically within 48 hours of request) and shall not be unreasonably withheld. The Parties acknowledge that the situation relative to COVID-19 may change rapidly and the stage may be increased or decreased. The Parties agree to allow a commercially reasonable time to respond to requests for modification. If the City returns to stage one and public facilities are again closed, Provider will cease operations immediately without need for a modification request.

7. The term of this Amendment shall continue until the fourth stage of the County's Orders and the City's termination of the local emergency after which time this Amendment will terminate and the Agreement will continue unamended.

8. The City shall pay the Provider the Belle Haven Management Fee for the period beginning June 1, 2020 through the pool's scheduled closing on October 1, 2020, as previously agreed.

9. Provider shall be granted access to the Burgess Pool and Belle Haven Pools only for preparation for opening no later than Friday June 5 through Tuesday June 9 and then after the Emergency Director's modification of Order No. 2 reopening the pools. Any time and expense to prepare the use of the pool prior to the modification of Order No. 2 shall be Provider's sole cost and expense understanding Order No. 2 may or may not be modified on June 9.

10. The Parties acknowledge that the COVID-19 crisis has placed Provider in a precarious financial position. Nevertheless, Provider is prepared to move forward and open the pools. In consideration of this Amendment, Provider shall have the right to terminate this Amendment and the original Agreement upon demonstrating to the City Manager that continuing operation would not be financially feasible with 30 days written notice provided to City.

11. In addition to the indemnification identified in Paragraph 24 of the Agreement, Provider specifically agrees to indemnify and hold the City, its Council, Commissions, agents, officers, volunteers or employees harmless from any and all claims, legal action or causes of action related to contraction of the COVID-19 virus at either pool alleged by any source, including but not limited to Provider's employees and pool patrons, during Provider's use of the Premises. Provider's indemnification obligation as set forth herein will include any and all costs, expenses, attorneys' fees and liability incurred by the Provider or any person in defending against such claims, whether the same proceed to judgment or not. The Provider will, at its own expense and upon written request by the City, defend any such suit or action brought against the City, its Council, Commissions, members, agents, officers, volunteers or employees. This section will survive the expiration or termination of this Amendment. This indemnity obligation will not cover any COVID-19 related claims that are based on the actions or negligence of the City, its employees, representatives or contractors (other than the Provider and its employees, subcontractors and agents).

12. Except to the extent expressly modified by this Amendment, the terms of the Agreement shall remain effective without impairment or modification.

13. This Agreement shall be effective only if the City allows Provider to open the pools in accordance with the San Mateo County Health officer's guidelines on or before June 12, 2020.

14. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one Amendment.

IN WITNESS WHEREOF, the Parties have executed this Amendment by their duly authorized officers as of the date first set forth above.

CITY OF MENLO PARK

DocuSigned by:

By: Starla Jerome-Robinson

6BD907BD261744C...

Approved as to Form:

DocuSigned by:
Cara E. Silver
CD6C53C794F6491...

Interim City Attorney

ATTEST:

DocuSigned by:
39280A20D0BE491...

City Clerk

TEAM SHEEPER, L.L.C.

501 Laurel Street

Menlo Park, CA 94025

By: DocuSigned by:
Tim Sheeper
8D6D1B94CF7B4BC...

Tim Sheeper, Chief Executive Officer

Approved as to Form:

DocuSigned by:
088537C219464F5...

Attorney for Team Sheeper

SAN MATEO COUNTY HEALTH
PUBLIC HEALTH,
POLICY & PLANNING

Dr. Scott Morrow, Health Officer
Cassius Lockett, PhD, Director

Public Health, Policy & Planning
225 37th Avenue
San Mateo, CA 94403
smchealth.org

Order No. c19-5d – Appendix C-2: Allowed Additional Activities

May 15, 2020

General Requirements

The "Additional Activities" listed below may resume, subject to the requirements set forth in the Order and to any additional requirements set forth below or in separate guidance by the Health Officer. These activities were selected to implement an initial measured expansion of activity based on health-related considerations including the risks of COVID-19 transmission associated with types and modes of activity, the ability to substantially mitigate transmission risks associated with the operations, and related factors, such as the following:

- **Increase in mobility and volume of activity**—the overall impact resumption of the activity will have on the number of people leaving their homes and interacting with others in the community;
- **Contact intensity**—the type (close or distant) and duration (brief or prolonged) of the contact involved in the activity;
- **Number of contacts**—the approximate number of people that will be in the setting at the same time;
- **Modification potential**—the degree to which mitigation measures can decrease the risk of transmission.

List of Additional Activities

Notwithstanding Section 15.a regarding outdoor recreation areas and shared recreation facilities, for the purposes of this Order Additional Activities include the following:

(1) Indoor and outdoor pools, outdoor recreation areas, and outdoor shared recreation facilities may be opened, but only if they are actively monitored and managed to ensure that the facility is either (1) only used by members of the same household or (2) used in a manner that ensures that all social distancing, face covering and all other requirements (including the prohibitions against gathering and shared equipment), including Health Officer orders, are enforced. Any measures put in place must be reflected in the required posted written protocols.

a. Basis for Addition. Indoor and outdoor pools, outdoor recreation areas, and outdoor shared recreation facilities that are actively managed and monitored in a manner that ensures that the social distancing, face covering and all other requirements (including the prohibitions against gathering and shared equipment), including Health Officer orders, are enforced, the likelihood of transmission is significantly reduced.

Team Sheeper
Burgess and Belle Haven Pool
Covid-19 Operations
2020 Reopening
Standard Operating Procedures

Table of Contents

General Operations

Introduction

This document has been created to operate under the safety guidelines for covid -19 to ensure the safety of staff and participants. These policies and procedures will outline staff, consumer and facility operations. This document will be updated regularly as County, City, CDC guidelines change for the covid-19 response. Our company will align daily on updates and new guidelines, and this document will change as those guidelines are updated.

Phases in Reopening

These Phases are subject to change depending on county and city guidelines. The plan outlines what could be possible for us to offer to the community under current guidelines but could change as far as timeline.

Phase 1.

This phase will open the facility with minimal programming. The programming will be limited to Lap Swimming and Summer Camps. This will ensure that the facility is operating in a manner that is safe for all and will be able to adhere to county guidelines. We hope to move to phase 2 fairly quickly, once operations are smoothly operating.

Phase 2.

This phase will begin to add small amounts of programming within the facility. These programs will be Masters Swimming, Swim Lessons and Open Swim for families in the same household in designated areas for their family. Again, this phase will last as long as it takes for smooth operations, then the next phase will be undertaken.

Phase 3.

Phase 3 will consist of adding in Aqua-fit, potential locker rooms, more restroom usage for patrons, showers, front office and youth sports.

Phase 4.

This phase will only happen when guidelines allow normal operations with full programing. This will include continued enhanced cleaning and disinfecting. This phase will continue to modify all programing as guided by the county and city recommendations.

Facility Operations

San Mateo County Operating Guidelines

A letter from the San Mateo County Health Department

Dear Pool Owners,

On Friday, May 15, 2020, the San Mateo County Pool Program received the Health Officer's Order regarding the reopening of public pools. We are excited that San Mateo County residents now have a new option for exercise during this unprecedented time. Spas must continue to remain closed per this Order.

We received many inquiries about how to safely open public pools. The attached documents are guidelines for you to use as a reference. The Order must be adhered to in its entirety while allowing your pool to operate. You must post PROTOCOLS (unique to pools per Appendix C-2) and include all required information for PROTOCOLS FOR BUSINESSES (per May 15 Order, bullet 15.h), and SIGNAGE (per May 15 Order, bullet 15.h.vii). We have attached samples to assist you, but you can create your own. Protocols and signage must be posted conspicuously at the gate entry or other easily viewable location for patrons and law enforcement to review. We recommend that these documents be laminated or placed in plastic sleeves to prevent deterioration or water damage.

Refer to the attachments for details. Feel free to add additional protocols in the attached samples for further safe practices.

Highlights to remember:

- Pool operators (i.e., HOA, apartment and hotel management) are legally responsible for ensuring the pool's operation is compliant with the Order and must actively manage the pool's operation and compliance with the Order.
- Gatherings are still prohibited (i.e., the pool deck cannot be open for lingering/loitering of non-family members)
- Minimum of 6-foot Social Distancing (100% requirement, in and out of the pool)
- Face coverings are mandatory when not in the pool
- Locker rooms cannot be occupied
- Restrooms, if open, must have a rigorous cleaning and disinfection protocol

- Equipment in the pool area, including deck furniture, must be wiped down after EACH use

  We will be resuming our inspections but will leave if site conditions are unsafe for our staff. If this occurs, you may be charged a reinspection fee.

  Don't hesitate to contact our office (email: ngwong@smcgov.org) if you have any additional questions.

  Sincerely,

  San Mateo County Swimming Pool Program

  Environmental Health Services San Mateo County Health (650) 372-6200

Order No. c19-5d – Appendix C-2: Allowed Additional Activities May 15, 2020

General Requirements

The "Additional Activities" listed below may resume, subject to the requirements set forth in the Order and to any additional requirements set forth below or in separate guidance by the Health Officer. These activities were selected to implement an initial measured expansion of activity based on health-related considerations including the risks of COVID-19 transmission associated with types and modes of activity, the ability to substantially mitigate transmission risks associated with the operations, and related factors, such as the following:

• **Increase in mobility and volume of activity**—the overall impact resumption of the activity will have on the number of people leaving their homes and interacting with others in the community;

• **Contact intensity**—the type (close or distant) and duration (brief or prolonged) of the contact involved in the activity;

• **Number of contacts**—the approximate number of people that will be in the setting at the same time;
• **Modification potential**—the degree to which mitigation measures can decrease the risk of transmission.

List of Additional Activities

Notwithstanding Section 15.a regarding outdoor recreation areas and shared recreation facilities, for the purposes of this Order Additional Activities include the following:

(1) Indoor and outdoor pools, outdoor recreation areas, and outdoor shared recreation facilities may be opened, but only if they are actively monitored and managed to ensure that the facility is either (1) only used by members of the same household or (2) used in a manner that ensures that all social distancing, face covering and all other requirements (including the prohibitions against gathering and shared equipment), including Health Officer orders, are enforced. Any measures put in place must be reflected in the required posted written protocols.

a. Basis for Addition. Indoor and outdoor pools, outdoor recreation areas, and outdoor shared recreation facilities that are actively managed and monitored in a manner that ensures that the social distancing, face covering and all other requirements (including the prohibitions against gathering and shared equipment), including Health Officer orders, are enforced, the likelihood of transmission is significantly reduced.

Burgess Pool

Entrance and Exiting Facility

Entrance

To enter the pool facility patrons must comply with county guidelines or will be refused service and not allowed to enter pool.

1.Social Distancing
2.Wearing a facemask
3.Temperature taken before entry

As patrons enter the facility there will be social distancing dots on the ground for them to line up at a minimum of 6ft apart. Patrons not wearing a mask will be asked to please put one on and if they do not have one, they will have to come back when they do have one. There will be a door monitor to ensure patrons are following facility guidelines.

Once patrons have confirmed lane reservation, they will be given a number of a lane and then taken to their appropriate lane. Swimmers will be spaced out on even and odd lanes. (See Exhibit)

Front Desk Entrance

The location of the front desk will be inside of the building where there will be two open doors to reduce high touch points in building. Patrons will wait outside the front desk area until called in by the entrance monitor. Staff will be trained and prepare to interact with the public in a safe manner. Staff will be required to wear a facemask at all times while on duty. There will be a plexiglass shield installed for the protection of the staff member and patron being served. All payments will be taken prior to patrons' arrival via registration system online or through our App on Apple or google store or the patron may call in to the pool to reserve a space in the pool.

Extra cleaning of this area will be done on an hourly bases to the entire front desk area. Doors to the facility will be left open to ensure there is no high touch points for staff or patrons.

Exiting Pool

When Patrons lane time is up a whistle will sound and patrons will exit their lane, dress and exit through the back of the facility while continuing to follow social distancing guidelines. Patrons will have 5 minutes to exit pool and leave so that the next set of swimmers can be brought into the facility. There will be an exit door monitor to ensure no patrons enter in the through the exit and to ensure the safety of all exiting the facility. Patrons will exit to the rear of the facility. See Exhibit

Locker rooms

Locker rooms will be closed to the public for the unforeseen future (or phase 3). Patrons will have to come to the pool in their swimsuit prior to arrival to the pool.

Bathrooms

There will be one restroom available for patrons to use. This restroom with be disinfected after each use to ensure safety for anyone using the facility.

There will also be a staff restroom that will be closed to the public and will also be disinfected by a staff member after each use.

Belle Haven Pool

Entrance and Exiting Facility

Entrance

To enter the pool facility patrons must comply with county guidelines or will be refused service and not allowed to enter pool.

1.Social Distancing
2.Wearing a facemask
3.Temperature taken before entry

As patrons enter the facility there will be social distancing dots on the ground for them to line up at a minimum of 6ft apart. Patrons not wearing a mask will be asked to please put one on and if they do not have one, they will have to come back when they do have one. There will be a door monitor to ensure patrons are following facility guidelines.

Once patrons have confirmed lane reservation, they will be given a number of a lane and then taken to their appropriate lane. Swimmer will be spaced out on even and odd lanes.

Front Desk Entrance

The location of the front desk will be inside building. Staff will be trained and prepare to interact with the public in a safe manner. Staff will be required to wear a facemask at all times while on duty. There will be a plexiglass shield installed for the protection of the staff member and patron being served. All payments will be taken prior to patrons' arrival via registration system online or through our App on Apple or google store.

Extra cleaning of this area will be done on an hourly bases to the entire front desk area. Doors to the facility will be left open to ensure there is no high touch points for staff or patrons.

Exiting Pool

When Patrons lane time is up a whistle will sound and patrons will exit their lane dress and exit through the back of the facility while continuing to follow social distancing guidelines. Patrons will have 5 minutes to exit pool and leave so that the next set of swimmers can be brought into the facility. There will be a exit door monitor to ensure no patrons enter in the through the exit and to ensure the safety of all exiting the facility. Patrons will exit to the rear of the facility. See Exhibit

Locker rooms

Locker rooms will be closed to the public for the unforeseen future (or phase 3). Patrons will have to come to the pool in their swimsuit prior to arrival to the pool.

Bathrooms

There will be one restroom available for patrons to use. This restroom with be disinfected after each use to ensure safety for anyone using the facility.

There will also be a staff restroom that will be closed to the public and will also be disinfected by a staff member after each use.

Cleaning/Disinfecting Program

To ensure safe operations of the facility there will be an increase of frequency, documentation and training on proper cleaning, protection and frequency of the facility.

General cleaning guidelines from the CDC

How to clean and disinfect

Clean

- **Wear disposable gloves** to clean and disinfect.
- **Clean surfaces using soap and water, then use disinfectant.**
- Cleaning with soap and water **reduces number of germs, dirt and impurities** on the surface. **Disinfecting kills germs** on surfaces.
- **Practice routine cleaning** of frequently touched surfaces.
    -
    - More frequent cleaning and disinfection may be required based on level of use.
    - Surfaces and objects in public places, such as shopping carts and point of sale keypads should be cleaned and disinfected before each use.

- **High touch surfaces include:**
    - Tables, doorknobs, light switches, countertops, handles, desks, phones, keyboards, toilets, faucets, sinks, etc.

Disinfect

- **Recommend use of disinfectant**
  Follow the instructions on the label to ensure safe and effective use of the product.
  Many products recommend:
    - Keeping surface wet for a period of time (see product label).
    - Precautions such as wearing gloves and making sure you have good ventilation during use of the product.

Always read and follow the directions on the label to ensure safe and effective use.

- Wear skin protection and consider eye protection for potential splash hazards
- Ensure adequate ventilation
- Use no more than the amount recommended on the label
- Use water at room temperature for dilution (unless stated otherwise on the label)
- Avoid mixing chemical products
- Label diluted cleaning solutions
- Store and use chemicals out of the reach of children and pets

You should never eat, drink, breathe or inject these products into your body or apply directly to your skin as they can cause serious harm. Do not wipe or bathe pets with these products or any other products that are not approved for animal use.

- **Diluted household bleach solutions may also be used** if appropriate for the surface.
    - Check the label to see if your bleach is intended for disinfection and has a sodium hypochlorite concentration of 5%–6%. Ensure the product is not past its expiration date. Some bleaches, such as those designed for safe use on colored clothing or for whitening may not be suitable for disinfection.
    - Unexpired household bleach will be effective against coronaviruses when properly diluted.
      Follow manufacturer's instructions for application and proper ventilation. Never mix household bleach with ammonia or any other cleanser.
      Leave solution on the surface for **at least 1 minute.**
    - **To make a bleach solution**, mix:
    - 5 tablespoons (1/3rd cup) bleach per gallon of room temperature water OR
    - 4 teaspoons bleach per quart of room temperature water
- Bleach solutions will be effective for disinfection up to 24 hours.
- **Alcohol solutions with at least 70% alcohol may also be used.**

Soft surfaces

For soft surfaces such as carpeted floor, rugs, and drapes

- **Clean the surface using soap and water** or with cleaners appropriate for use on these surfaces.
- **Launder items** (if possible) according to the manufacturer's instructions.Use the warmest appropriate water setting and dry items completely.

  OR

- **Disinfect with an EPA-registered household disinfectant.** These disinfectants meet EPA's criteria for use against COVID-19.
- **<u>Vacuum as usual</u>.**

Electronics

For electronics, such as tablets, touch screens, keyboards, remote controls, and ATM machines

- Consider putting a **wipeable cover** on electronics.
- **Follow manufacturer's instruction** for cleaning and disinfecting.
  - If no guidance, **use alcohol-based wipes or sprays containing at least 70% alcohol**. Dry surface thoroughly.

Cleaning and disinfecting your building or facility if someone is sick

- **Close off areas** used by the person who is sick.
  - Companies do not necessarily need to close operations, if they can close off affected areas.
- **Open outside doors and windows** to increase air circulation in the area.
- **Wait 24 hours** before you clean or disinfect. If 24 hours is not feasible, wait as long as possible.
- Clean and disinfect **all areas used by the person who is sick**, such as offices, bathrooms, common areas, shared electronic equipment like tablets, touch screens, keyboards, remote controls, and ATM machines.
- <u>Vacuum the space if needed</u>. Use vacuum equipped with high-efficiency particular air (HEPA) filter, if available.
  - Do not vacuum a room or space that has people in it. Wait until the room or space is empty to vacuum, such as at night, for common spaces, or during the day for private rooms.
  - Consider temporarily turning off room fans and the central HVAC system that services the room or space, so that particles that escape from vacuuming will not circulate throughout the facility.
- Once area has been **appropriately disinfected**, it **can be opened for use**.
  - **Workers without close contact** with the person who is sick can return to work immediately after disinfection.
- If **more than 7 days** since the person who is sick visited or used the facility, additional cleaning and disinfection is not necessary.
  - Continue routing cleaning and disinfection. This includes everyday practices that businesses and communities normally use to maintain a healthy environment.

Cleaning and disinfecting outdoor areas

- Outdoor areas, like **playgrounds in schools and parks** generally require **normal routine cleaning**, but **do not require disinfection.**

  - Do not spray disinfectant on outdoor playgrounds- it is not an efficient use of supplies and is not proven to reduce risk of COVID-19 to the public.
  - High touch surfaces made of plastic or metal, such as grab bars and railings should be cleaned routinely.
  - Cleaning and disinfection of wooden surfaces (play structures, benches, tables) or groundcovers (mulch, sand) is not recommended.
- **Sidewalks and roads should not be disinfected.**
  - Spread of COVID-19 from these surfaces is very low and disinfection is not effective.

When cleaning

- **Regular cleaning staff** can clean and disinfect community spaces.
  - Ensure they are trained on appropriate use of cleaning and disinfection chemicals.
- **Wear disposable gloves and gowns for all tasks in the cleaning process, including handling trash**.
  - Additional personal protective equipment (PPE) might be required based on the cleaning/disinfectant products being used and whether there is a risk of splash.
  - Gloves and gowns should be removed carefully to avoid contamination of the wearer and the surrounding area.
- **Wash your hands often** with soap and water for 20 seconds.
  - Always wash immediately after removing gloves and after contact with a person who is sick.
  - Hand sanitizer: If soap and water are not available and hands are not visibly dirty, an alcohol-based hand sanitizer that contains at least 60% alcohol may be used. However, if hands are visibly dirty, always wash hands with soap and water.

Always read and follow the directions on the label to ensure safe and effective use.

- Keep hand sanitizers away from fire or flame
- For children under six years of age, hand sanitizer should be used with adult supervision
- Always store hand sanitizer out of reach of children and pets

- **Additional key times to wash hands** include:
  - After blowing one’s nose, coughing, or sneezing.
  - After using the restroom.
  - Before eating or preparing food.
  - After contact with animals or pets.
  - Before and after providing routine care for another person who needs assistance (e.g., a child).

Training: All staff will be retrained on cleaning practices and what safety precautions are needed to clean facilities. There will be an added segment to this on infections disease and how to prevent spread of bacteria and viruses in a safe manor.

Documentation: All employees must document the time and work done for the cleaning duty. Each location in the facility will have different requirements of frequency and specifics depending on use of location.

Staff Operations

GENERAL GUIDELINES

Staff will be required to check in at the beginning of each shift with a manager at a designated location on site.

1. Temperature will be taken
2. Asked if they have had any symptoms
3. Then assigned duties for the day
4. Safety meeting and education
5. At the end of the day another temperate will be taken on their way out

During Shift:

1. Staff will have to wear a facemask at all times
2. Comply with social distancing guidelines
3. Staff will not share any items to be used for work or any other purposes

Daily Health checks

Employees will be required to fill out a digital daily health check form to ensure of their health and wellness and all others. This form will ask their name, temp, and symptoms in the last 48 hours. Once the form is filled out, they will be cleared for work

Patrons will have their temperature checked before entering the facility and signs will be posted about self-health and wellness checks. Patrons will be asked if they have felt any symptoms of illness at all that they not enter the facility or participate in any program. They will also be asked if they do test positive for covid-19 in the next 14 days of use of facility that they contact by email immediately.

Covid-19 Positive Operations

If an employee is found positive for Covid-19 and has been on site the facility will be closed for a minimum of 24 hours, until all other employees on that shift have been tested and are clear to work. Employees contacts at the facilities will be traced to ensure no others are found ill.

If a patron is found to have been at the facility and tested positive for covid-19 the facility will be shut down for a minimum of 24 hours to ensure we can trace possible infection and notify employees of possible exposure.

Daily PPE Requirements

Staff will be required to wear a facemask and sanitize their hands regularly. During an emergency there will an increased level of PPE. This will be found in the emergency section of this document.

Patrons will be required to wear a facemask while walking through and around the facility. Patrons are allowed to remove their mask while swimming. They will be asked to wear the mask as they exit the facility.

Emergency Operations

Emergency Action Plan

Whistle Cadences

ONE BLAST: grab the attention of individual patron
TWO BLAST: grab the attention of another guard
THREE BLAST: activate the EAP
ONE LONG BLAST: clear the pool

Primary Guard

- Identify situation & activate EAP
- Approach Victim
  - Water emergency: Perform appropriate rescue
  - Land emergency: Size up the Scene & acquire Expressed Consent
- Primary assessment
- Perform appropriate care
- Secondary Assessment
- Report, Advise, Release

Secondary Guard *(most available guard)*

- Bring necessary equipment
  - Backboard
  - AED
  - First Aid

  **Bring first what is most important to the situation*
- Assign someone to call 911 & come back

- Assist Primary guard

Assisting Responders

- Clear pool & deck as needed
- Inform Front Desk of emergency
- Ensure EMS services are on their way
- Assist rescuers

When EMS Arrives

- Meet EMS on street & direct to emergency

When EMS Leaves

- *Primary guard & Leadership staff* - Report, Advise, Release

Lifeguard Emergency Response

In the event someone needs CPR staff will put on full PPE to include, Face Mask, Eye Protection and gloves.

General Prevention for COVID-19 Transmission During CPR and First Aid

While there is currently no specific data on COVID-19 transmission while performing CPR or giving first aid, it is reasonable to conclude that chest compressions have the potential to generate respiratory droplets or aerosols and close contact needed for some aspects of first aid may have risk of transmission.

PPE

For responders and those who may need to provide care to someone suspected to have COVID-19. We will require wearing PPE as recommended by CDC, this would be wearing respiratory protection using a respirator (e.g. N-95 mask), eye protection, disposable gloves and a disposable isolation gown if possible. Per CDC guidance facemasks are an acceptable alternative when there is shortage of N-95. During the COVID-19 pandemic, for all persons requiring CPR, personal protective equipment (PPE) such as gloves and face mask should be worn, if available.. We recognize that for lay responders, CPR and first aid is often performed for household members where there would have already been close contact and exposure.

We recommend placing a face mask or cloth covering over the mouth and nose of the victim may reduce the risk of transmission. If only 1 mask is available and it is a simple face mask, we recommend placing it on the victim.

Guidance for Performing a Breathing Assessment and Rescue Breaths in Children or Adults

While CPR with breaths has been shown to be beneficial when compared to compression-only CPR, during the COVID-19 outbreak, it is currently recommended that no rescue breaths be performed for adult cardiac arrest patients with confirmed or suspected COVID-19, due to the risk of disease transmission. The following measures are recommended and may be associated with a decreased risk of transmitting the virus:

- When assessing for normal breathing, we recommended that the CPR/first aid care provider looks for breathing but does not listen or feel for the victim's breathing, as this will minimize potential exposure.
- We recommend that adult victims of sudden cardiac arrest receive continuous compression-only CPR from their CPR/first aid care provider until emergency personnel arrive. *Note: Compression-only CPR saves lives compared to no CPR.*
- Cardiac arrests that occur after a breathing problem (which is often the case in infants and young children), drowning and drug overdoses may benefit from standard CPR that includes compressions and rescue breaths. *Note: It is recognized that in some of the cases, the victim may also have COVID-19. However, if a lay responder is unable or unwilling to provide rescue breathing with CPR, compression-only CPR should be initiated.*

Guidance for Compressions

Chest compressions and use if an AED is available is recommended for every cardiac arrest victim. Whether or not a cardiac arrest victim is suspected of having COVID-19, 9-1-1 should be called and, if available, an AED should be used.

Guidance for AED Application & Use

No studies to date have shown that defibrillation generates respiratory droplets or aerosols, and it is known that prompt use of AEDs save the lives of cardiac arrest victims. In addition, the current methods of automatic external defibrillation use hands-free methods via adhesive pads that allow performance without direct contact with the victim.

- If an AED is available, it should be applied and used consistently with the manufacturer's guidelines while waiting for emergency personnel to arrive.
- If gloves are available, they should be worn.
- The AED device should be cleaned with disinfectant after use.

Cleaning & Disinfection After First Aid Care

While still wearing personal protective equipment, clean and disinfect items that touched the victim. After cleaning, dispose of your personal protective equipment and perform hand hygiene. Surfaces should be cleaned using a detergent or soap and water prior to disinfection.

- For Hard Surfaces:
  - Diluted household bleach solutions, alcohol solutions with at least 70% alcohol and most common EPA-registered household disinfectants should be effective.
  - Products with EPA-approved emerging viral pathogens claims are expected to be effective against COVID-19 based on data for harder to kill viruses. Follow the manufacturer's instructions for all cleaning and disinfection products (e.g., concentration, application method and contact time, etc.). In their absence, products with label claims against human coronaviruses or other viruses should be used according to label instructions.

- For Soft or Porous Surfaces
  - For surfaces such as carpeted floor, rugs, and drapes; remove visible contamination if present, and clean with appropriate cleaners indicated for use on these surfaces.
  - After cleaning, wash items as appropriate in accordance with the manufacturer's instructions. If possible, wash items using the warmest appropriate water setting and dry completely or use products with the EPA-approved emerging viral pathogens claims that are suitable for porous surfaces.

- For Clothing:
  - Do not shake dirty laundry. This will minimize the possibility of dispersing virus through the air.
  - Launder items as appropriate in accordance with the manufacturer's instructions. If possible, launder items using the warmest appropriate water setting for the items and dry items completely.
  - If clothing cannot be immediately laundered, store in a sealed disposable bag.

- Alternatives to EPA-registered disinfectants include:
  - Diluted household bleach: Mix 5 tablespoons (1/3 cup) bleach per gallon of water, or 4 teaspoons bleach per quart of water. Make sure you have proper ventilation and that the bleach is not expired.
  - Alcohol solutions: Ensure your solution has at least 70% alcohol.

Program Operations Burgess

Lap Swimming

Patrons will register for a lane online or by phone prior to arriving at the aquatic facility, to include payment online only. We will not be accepting cash at this time. Patrons will line up on the side gate of the pool where there will be lines for them to stand to stage for their turn to come into the facility. All social distancing guidelines will be adhered to or the patron may be ask to leave to include.

1. Wearing a facemask until about to get into pool
2. Stay 6 feet apart from each other including staff

Once checked-in patrons will be allowed to walk to their lane once the group before them has left the facility. They will have 5 minutes to get into the pool and out of the pool after their swim. Patrons will stagger at either end of the pool to ensure social distancing. There will be only 1person lane (unless family in the same household is swimming with each other). Once 35 minutes are up a guard will blow a whistle signaling each swimmer has 5 minutes to get out of the pool and exit through the back gate adjacent to the pool.

Open Swim

Open swim will have designated times for families and individuals to come a reserve a space in our play pool. Each family from the same household will have a lane in one of our bigger pools or in our baby pool to ensure social distancing. Each family can reserve a space in pool online for 1-hour increments as space permits.

Swim Lessons

The swim lesson programming guidelines will fully utilize the existing facility plan for covid-19 controls. The goal is to provide the highest level of swim lesson programming while maintaining social distance, minimizing contact to high touch areas and objects, and to maintain a consistent routine of disinfecting swim equipment and facility features.

Social distancing will be adhered to when arriving to the facility, checking in and staging within a designated staging area prior to the swim lesson. Participants will store their belongs at their assigned spot within the staging area.

Lessons will be held in either a private, instructor guided parent/children's lesson, and or a single family from the same household with parent in the water with kids and instructor on the deck with a facemask on. These lessons will also be staggered to avoid gatherings of people.

Camps

The goal of our summer camps will provide care for the children of the community in a fun and safe environment while following all county, city, and cdc guidelines for covid-19. We want to create this environment give families peace of mind while being care for at our facility.

Goal to run 4 morning camps and 4 pm camps in controlled groups of 12.

We will follow guidelines as followed:

Childcare establishments, summer camps, and other educational or recreational institutions or programs providing care or supervision for children of all ages. To the extent possible and compliant with any licensing requirements, these operations must also comply with the following conditions:

1.They must be carried out in stable groups of 12 or fewer children ("stable" means that the same 12 or fewer children are in the same group each day and for at least four consecutive weeks). No child will be added to the group if a child does not come to camp. These groups will remain the same for 3 weeks including staff.

2.Children shall not change from one group to another or attend more than one childcare establishment, summer camp, other educational or recreational instruction or program simultaneously.

3.If more than one group of children is at one facility, each group shall be in a separate rooms or spaces that cannot be accessed by children or adults outside the stable group. Groups shall not mix with each other.

4.Providers, educators and other staff cannot serve more than one group of children and shall remain solely with that group of children during the duration of the childcare establishment, summer camp, other educational or recreational institution or program.

Program Operations Belle Haven

Lap Swimming

Patrons will register for a lane online or by phone prior to arriving at the aquatic facility, to include payment online only. We will not be accepting cash at this time. Patrons will line up on the side gate of the pool where there will be lines for them to stand to stage for their turn to come into the facility. All social distancing guidelines will be adhered to or the patron may be ask to leave to include.

1. Wearing a facemask until about to get into pool
2. Stay 6 feet apart from each other including staff

Once checked-in patrons will be allowed to walk to their lane once the group before them has left the facility. They will have 5 minutes to get into the pool and out of the pool after their swim. Patrons will stagger at either end of the pool to ensure social distancing. There will be only 1-person lane (unless family in the same household is swimming with each other). Once 35 minutes are up a guard will blow a whistle signaling each swimmer has 5 minutes to get out of the pool and exit through the back gate adjacent to the pool.

Open Swim

Open swim will have designated times for families and individuals to come a reserve a space in our play pool. Each family from the same household will have a lane in one of our bigger pools or in our baby pool to ensure social distancing. Each family can reserve a space in pool online for 1-hour increments as space permits.

Swim Lessons

The swim lesson programming guidelines will fully utilize the existing facility plan for covid-19 controls. The goal is to provide the highest level of swim lesson programming while maintaining social distance, minimizing contact to high touch areas and objects, and to maintain a consistent routine of disinfecting swim equipment and facility features.

Social distancing will be adhered to when arriving to the facility, checking in and staging within a designated staging area prior to the swim lesson. Participants will store their belongs at their assigned spot within the staging area.

Lessons will be held in either a private, instructor guided parent/children's lesson, and or a single family from the same household with parent in the water with kids and instructor on the deck with a facemask on. These lessons will also be staggered to avoid gatherings of people.

Camps

The goal of our summer camps will provide care for the children of the community in a fun and safe environment while following all county, city, and cdc guidelines for covid-19. We want to create this environment give families peace of mind while being care for at our facility.

Goal: To run 1 camp in the morning and 1 in the afternoon, following

We will follow guidelines as followed:

Childcare establishments, summer camps, and other educational or recreational institutions or programs providing care or supervision for children of all ages. To the extent possible and compliant with any licensing requirements, these operations must also comply with the following conditions:

1.They must be carried out in stable groups of 12 or fewer children ("stable" means that the same 12 or fewer children are in the same group each day and for at least four consecutive weeks). No child will be added to the group if a child does not come to camp. These groups will remain the same for 3 weeks including staff.

2.Children shall not change from one group to another or attend more than one childcare establishment, summer camp, other educational or recreational instruction or program simultaneously.

3.If more than one group of children is at one facility, each group shall be in a separate rooms or spaces that cannot be accessed by children or adults outside the stable group. Groups shall not mix with each other.

4.Providers, educators and other staff cannot serve more than one group of children and shall remain solely with that group of children during the duration of the childcare establishment, summer camp, other educational or recreational institution or program.

Exhibit A

A. Facility Map Entrance and Exit

Burgess Pool

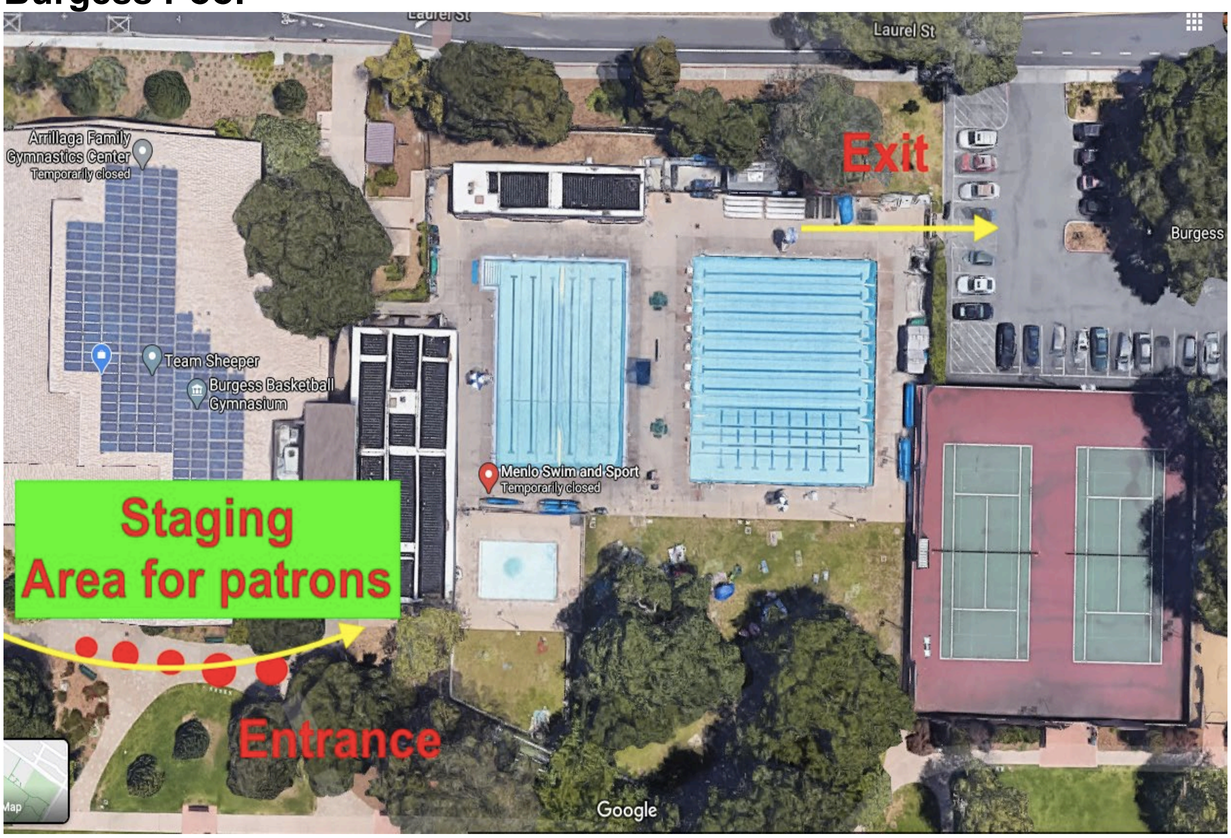


Exhibit A Continued

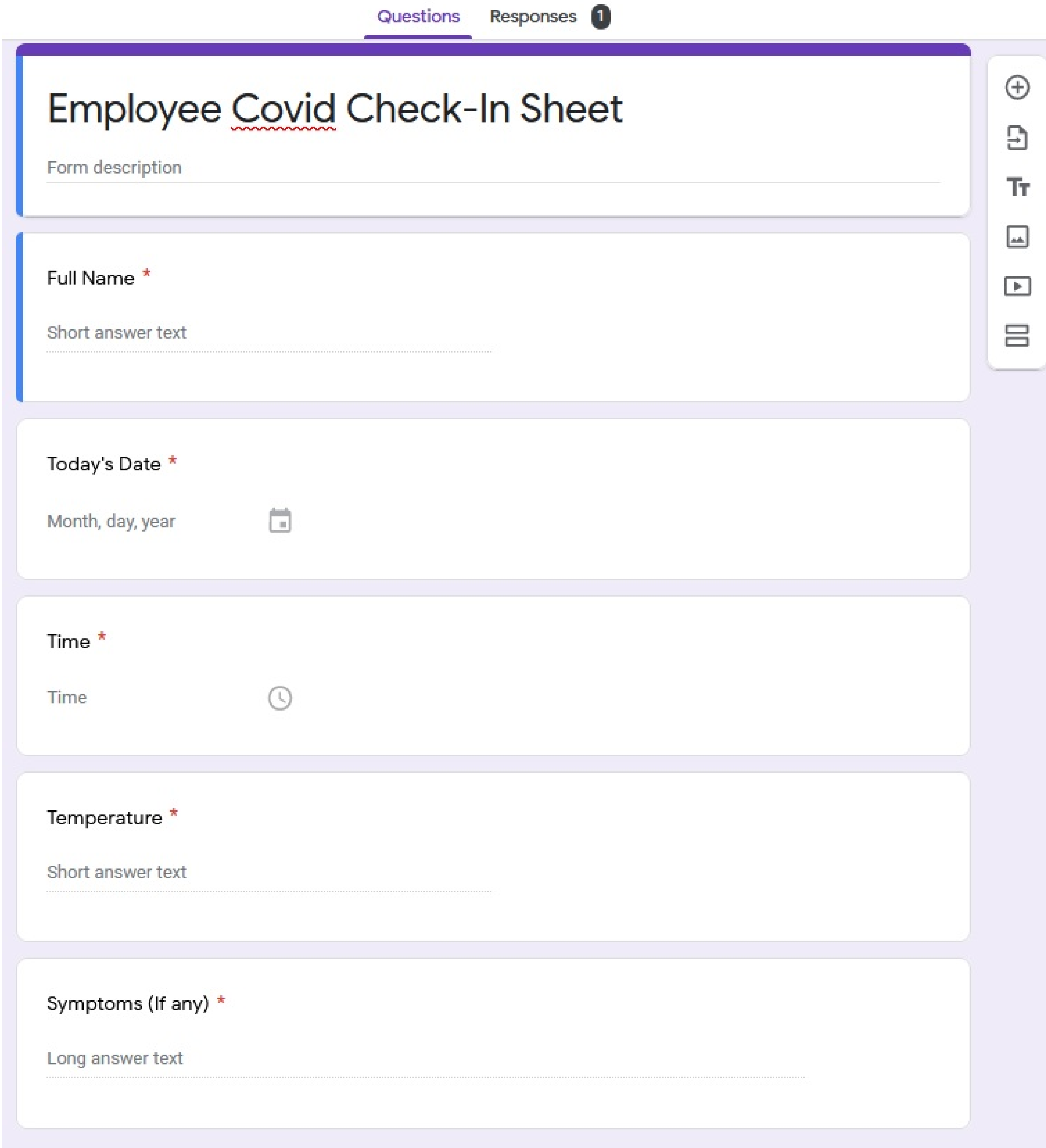
Exhibit A Continued

Exhibit A Continued

Belle Haven Pool

B.

Exhibit B: Health Check Form



Questions Responses 1

Employee Covid Check-In Sheet

Form description

Full Name *

Short answer text

Today's Date *

Month, day, year

Time *

Time

Temperature *

Short answer text

Symptoms (If any) *

Long answer text

C.

D.

Exhibit C: Thermometers

Exhibit D: General PPE information

Alberta Health Services

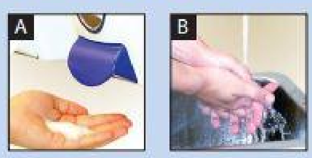
Infection Prevention and Control

Taking off (Doffing) Personal Protective Equipment (PPE)

1 Gloves

- A Grasp the outside edge of the glove near the wrist and peel away from the hand, turning the glove inside-out.
- ♦ Hold the glove in the opposite gloved hand.
- B Slide an ungloved finger or thumb under the wrist of the remaining glove.
- C Peel the glove off and over the first glove, making a bag for both gloves.
- ♦ Put the gloves in the garbage.

2 HAND HYGIENE



- A Using an alcohol-based hand rub is the preferred way to clean your hands.
- B If your hands look or feel dirty, soap and water must be used to wash your hands.

3 Gown

- A Carefully unfasten ties.
- B Grasp the outside of the gown at the back of the shoulders and pull the gown down over the arms.
- C Turn the gown inside out during removal.
- ♦ Put in hamper or, if disposable, put in garbage.

4 HAND HYGIENE

- ♦ Clean your hands. (See No. 2)
- ♦ Exit the patient room, close the door and clean your hands again.

5 Eye protection or face shield

- ♦ Handle only by headband or ear pieces.
- ♦ Carefully pull away from face.
- ♦ Put reusable items in appropriate area for cleaning.
- ♦ Put disposable items into garbage.

6 Mask or N95 respirator

- ♦ Bend forward slightly and carefully remove the mask from your face by touching only the ties or elastic bands.
- ♦ Start with the bottom tie, then remove the top tie.
- ♦ Throw the mask in the garbage.

There are different styles of N95 respirators but all styles have the same basic steps for doffing.

7 HAND HYGIENE

- ♦ Clean your hands. (See No. 2)

Exhibit E: Facility Signs

EVERYONE MUST WEAR A FACE COVERING*

Covering your face is now mandatory and helps prevent the spread of COVID-19.

Masks, bandanas, scarves, and cloth can be used. *This order does not apply to those 12 years old and less.

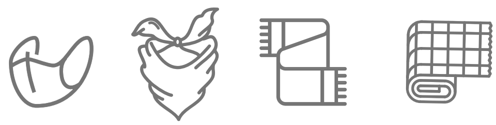
...AND STAY 6 FEET APART

FOR MORE INFORMATION

- menlopark.org/coronavirus
- smchealth.org/coronavirus
- cdc.gov/coronavirus

EVERYONE MUST WEAR A FACE COVERING*

Covering your face is now mandatory and helps prevent the spread of COVID-19.



Masks, bandanas, scarves, and cloth can be used.

* This order does not apply to those 12 years old and less.

...AND STAY 6 FEET APART

This business is required to refuse service to anyone who does not comply.

Todos deben de usar una cobertura facial*

Cubrirse la cara ahora es obligatorio y ayuda a prevenir la propagación de COVID-19. Se pueden usar máscaras, pañuelos, bufandas y telas.

* Esta orden no aplica a aquellos que tengan 12 años de edad o menos.

….y mantenerse a 6 pies de distancia.

Este negocio está requerido a negarle el servicio a cualquier persona que no cumpla con este requisito.

每个人都必须佩带面罩*

现在要求强制性佩带面罩，帮助防止新型冠状病毒地传播。
口罩，头巾，围巾和布料都可以。

* 该规定不适用于12岁及以下人群。

…并且保持6尺社交安全距离

商家不得为没有遵守规定的人提供服务。

COUNTY OF SAN MATEO

www.smcgov.org

SAN MATEO COUNTY HEALTH

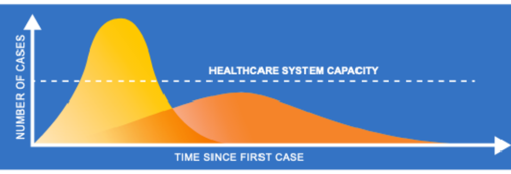
SOCIAL DISTANCING DURING CORONAVIRUS

Social distancing is an action encouraged by public health officials to stop or slow down the spread of a highly contagious disease. This information is being provided to help you understand what you are being asked to do by the Health Officer.

STOP THE SPREAD OF CORONAVIRUS (COVID-19)

If you must be in a public space, maintain 6 feet of distance from others

How Social Distancing Helps our Healthcare Facilities Care for Everyone



WITHOUT protective measures

WITH protective measures like maintaining social distance when in public

What are social distancing measures?

Social distancing measures are taken to restrict when and where people can gather to stop or slow the spread of infectious diseases. Social distancing measures include limiting large groups of people coming together, closing buildings and canceling events. When in public spaces it is important to stay 6 feet away from other people.

IMPORTANT RESOURCES DURING THE COVID-19 PANDEMIC

For questions or concerns, please dial **2-1-1**

For more information about health issues and emergency preparedness, please visit the following websites:

County Health: **www.smchealth.org/coronavirus**

San Mateo County: **www.smcgov.org**

U.S. CDC: **www.cdc.gov/coronavirus/2019-ncov**

Why would social distancing measures be used?

Since the start of the spread of coronavirus, social distancing measures will be used early on to slow the spread of the disease and provide our community with the valuable time needed to be better prepared.

What can I do?

Practicing good hygiene habits such as washing your hands and covering your cough will help to stop or slow the spread of many diseases. The San Mateo County Health website (www.smchealth.org) has 'Wash Your Hands' and 'Cover Your Cough' posters you can download and use.

It is important to follow any social distancing instructions from San Mateo County Health. Please stay informed and plan ahead.

SAN MATEO COUNTY HEALTH

Dial 2-1-1 for non-emergency, non-medical calls

smchealth.org/coronavirus

Exhibit F: Pool Documents

SAN MATEO COUNTY HEALTH

ENVIRONMENTAL HEALTH SERVICES

PROTECT YOURSELF & OTHERS FROM COVID-19

DO:

- **Shower before entering the pool**
- **Stay at least 6 feet away from others to maintain social distancing**
- Keep your hands clean by washing hands with soap and water, especially after going to the bathroom, before eating, and after blowing your nose, coughing, or sneezing
- **Wear face coverings except in the pool or exempted by the Health Officer.**

DON'T:

- **Visit the pool or other public areas i**f you are sick with COVID-19, were recently exposed (within 14 days) to someone with COVID-19, or experience the following symptoms: *fever, cough, shortness of breath or difficulty breathing, chills, repeated shaking with chills, muscle pain, headache, sore throat, new loss of taste or smell*
- **Gather in large group**

STAY INFORMED WITH THE SOCIAL DISTANCING PROTOCOL

San Mateo County COVID-19: smchealth.org/coronavirus

COVID-19 Hotline: Dial 211

SAN MATEO COUNTY HEALTH
ENVIRONMENTAL HEALTH SERVICES

Environmental Health Services
Pool Program
2000 Alameda de last Pulgas, Suite #100
San Mateo, CA 94403
(650) 372-6200 FAX (650) 627-8224
smhealth.org/food

PUBLIC SWIMMING POOLS DAILY CHECKLIST AND ATTENDANCE RECORD DURING COVID-19

A separate copy of this checklist should be maintained for each day a public pool is open during the COVID-19 Shelter in Place Order. One checklist may be kept for multiple pools within the same enclosure. The checklist shall be maintained for at least 90 days for possible review by personnel from the San Mateo County Environmental Health Services.

FACILITY NAME: ______________________ DATE: __________

NAME OF SUPERVISING PARTY: ______________________

	YES	NO
1. Sign(s) posted at each entrance regarding Guidelines for Pool Users?	☐	☐
2. Reduced pool capacity sign posted?	☐	☐
3. Designated personnel can maintain six-foot separation?	☐	☐
4. Designated personnel has face covering?	☐	☐
5. Restrooms cleaned & disinfected frequently?	☐	☐
6. High touch areas cleaned & disinfected frequently?	☐	☐
7. Hand washing station or hand sanitizer station stocked & available?	☐	☐
8. Tape/markings to guide six-foot distancing?	☐	☐
9. Pool water is tested prior to opening the pool?	☐	☐
10. Pool water is tested at 4 hour intervals until pool is closed?	☐	☐

Time	Free Chlorine (ppm)	pH	Notes
Pool Open (i.e. 8:00 am)			
Midday (i.e. 12:00 pm)			
Pool Close (i.e. 4 pm)			

SAN MATEO COUNTY HEALTH
ENVIRONMENTAL HEALTH SERVICES

Environmental Health Services
Pool Program
2000 Alameda de last Pulgas, Suite #100
San Mateo, CA 94403
(650) 372-6200 FAX (650) 627-8224
smhealth.org/food

APPENDIX C-2 ALLOWED ADDITIONAL ACTIVITIES

SAMPLE GUIDELINES FOR PUBLIC SWIMMING POOLS

SPAS MUST CONTINUE TO REMAIN CLOSED PER THIS ORDER (MAY 22, 2020)

FACILITY NAME

SITE ADDRESS/CITY/ZIP

THE HEALTH OFFICER'S ORDER PROHIBITS GATHERING AT THE POOL. THE POOL MUST BE ACTIVELY MONITORED AND MANAGED TO ENSURE THAT THE HEALTH OFFICER'S ORDERS ARE ENFORCED

Pool owner/operator (i.e., HOA, apartment and hotel management) are legally responsible for ensuring the pool's operation is compliant with the Order.

SIGNAGE

- ☐ Post a copy of the Social Distancing Sign at each gate entry or other easily viewable location.
- ☐ Post a copy of the Social Distancing Guidelines (Appendix C-2) at each gate entry or other easily viewable location.
- ☐ Other: ______________________________

MEASURES TO PREVENT GATHERING AND ENSURE SOCIAL DISTANCING

- ☐ Ensure social distancing by (1) having members of the same household use the pool at the same time period or (2) in a manner that ensures the Health Officer orders are enforced (recommend dividing pool occupancy by half). Any measures put in place must be reflected in the required posted written protocols.
- ☐ Minimum six feet of social distancing is required in and out of the pool.
- ☐ No personal contact in and out of pool unless pool users are from the same household (No contact swim lessons).
- ☐ Lap swimming shall be separated by alternate lanes or maintain 6 feet social distancing. Only one person per lane.
- ☐ Face covering is required for all those on the pool deck. Do not wear a face covering while in the pool.
- ☐ Eliminate shared equipment and pool furniture in the facility or disinfect after each use.
- ☐ Place tape or other markings at least six feet apart in pool user line areas or any other area in the pool where pool users congregate (e.g. line for outdoor showers).
- ☐ Other: ______________________________

SAN MATEO COUNTY HEALTH
ENVIRONMENTAL HEALTH SERVICES

Environmental Health Services
Pool Program
2000 Alameda de last Pulgas, Suite #100
San Mateo, CA 94403
(650) 372-6200 FAX (650) 627-8224
smhealth.org/food

APPENDIX C-2 ALLOWED ADDITIONAL ACTIVITIES

SAMPLE GUIDELINES FOR PUBLIC SWIMMING POOLS

SPAS MUST CONTINUE TO REMAIN CLOSED PER THIS ORDER (MAY 22, 2020)

FACILITY NAME

SITE ADDRESS/CITY/ZIP

THE HEALTH OFFICER'S ORDER PROHIBITS GATHERING AT THE POOL. THE POOL MUST BE ACTIVELY MONITORED AND MANAGED TO ENSURE THAT THE HEALTH OFFICER'S ORDERS ARE ENFORCED

Pool owner/operator (i.e., HOA, apartment and hotel management) are legally responsible for ensuring the pool's operation is compliant with the Order.

SIGNAGE

- ☐ Post a copy of the Social Distancing Sign at each gate entry or other easily viewable location.
- ☐ Post a copy of the Social Distancing Guidelines (Appendix C-2) at each gate entry or other easily viewable location.
- ☐ Other: ____________________

MEASURES TO PREVENT GATHERING AND ENSURE SOCIAL DISTANCING

- ☐ Ensure social distancing by (1) having members of the same household use the pool at the same time period or (2) in a manner that ensures the Health Officer orders are enforced (recommend dividing pool occupancy by half). Any measures put in place must be reflected in the required posted written protocols.
- ☐ Minimum six feet of social distancing is required in and out of the pool.
- ☐ No personal contact in and out of pool unless pool users are from the same household (No contact swim lessons).
- ☐ Lap swimming shall be separated by alternate lanes or maintain 6 feet social distancing. Only one person per lane.
- ☐ Face covering is required for all those on the pool deck. Do not wear a face covering while in the pool.
- ☐ Eliminate shared equipment and pool furniture in the facility or disinfect after each use.
- ☐ Place tape or other markings at least six feet apart in pool user line areas or any other area in the pool where pool users congregate (e.g. line for outdoor showers).
- ☐ Other: ____________________

MEASURES TO INCREASE SANITATION

Cleaning and Disinfecting Pools:

☐ Maintain proper disinfectant levels:

Type	Free Chlorine	pH
Pools With Cyanuric Acid	2-10 ppm	7.2-7.8
Pools Without Cyanuric Acid	1-10 ppm	7.2-7.8

☐ Ensure daily monitoring and recording of pool chemicals (chlorine, pH, and cyanuric acid). If the operator notices the chemicals are not within their appropriate range, the pool shall be closed until the chemicals are balanced to the correct levels.

☐ Recommend maintaining a checklist with attendance records to aid in contact tracing as needed.

Cleaning and Disinfecting Ancillary Areas:

☐ Keep locker rooms closed.

☐ Stock handwashing stations with liquid soap and paper towels. Provide hand sanitizer with at least 60% alcohol for pool users/visitors to use.

☐ Clean and disinfect frequently touched surfaces:handrails and laddersADA liftdoor/gate handles surfaces of restrooms: handwashing stations diaper changing stations, and showersany multi-touch contact surface that have been identified
Examples of disinfectants: Alcohol solutions with at least 70% alcohol may be used for surfaces. Diluted household bleach solutions may also be used: To make a bleach solution, mix: 5 tablespoons (1/3rd cup) bleach per gallon of water as per CDC Guidelines*

MEASURES TO PROTECT EMPLOYEE HEALTH (IF APPLICABLE)

☐ Distribute a copy of the safety guidelines to each employee.

☐ Instruct employees not to come to work for at least 14 days if they are exhibiting COVID-19 symptoms and/or seek a health care provider.

☐ Check employees for symptoms (fever, cough, or shortness of breath) of illness prior to entering work space by following CDC guidelines.

☐ Employees shall wear face coverings in the workplace.

☐ Liquid soap, warm water, and paper towels are available to all employees for handwashing.

☐ Hand sanitizer (at least 60% alcohol) and other EPA approved disinfectants are available to all employees.

☐ Individual work stations are separated by at least six feet or with a physical barrier.

☐ All employees/attendants have been instructed to maintain at least six feet distance from pool users and from each other as much as practicable.

☐ Sanitize all individual work stations and common touch points frequently.

☐ Common areas such as break rooms and bathrooms are to be sanitized after each use.

☐ For indoor pools, make sure ventilation systems work properly. Increase air circulation by introducing outdoor air as much as possible by opening windows and doors or using fans.; however, do not open windows and doors if doing so poses a safety risk to staff, patrons, or swimmers.

☐ Other: ______________________________

Optional Measures:

____

____

____

For additional information refer to the latest Health Officer's order:

https://www.smchealth.org/post/health-officer-statements-and-orders

IT IS THE LEGAL RESPONSIBILITY OF THE POOL OWNER/OPERATOR TO ENSURE ALL APPLICABLE REQUIREMENTS ARE FOLLOWED TO PROTECT THE SAFETY OF THE POOL USERS. IF OPERATORS ARE UNABLE TO DO SO, THE POOL SHALL REMAIN CLOSED.

Contact the owner or person in charge listed below with any questions about the following safety measure protocols.

NAME ______________________________

EMAIL ____________________ **PHONE NUMBER** ____________________

PROFESSIONAL SERVICES AGREEMENT
(Menlo Park Aquatic Facilities)

This Professional Services Agreement (“Agreement”) is made and executed as of March 27, 2018, by and between the City of Menlo Park, a municipal corporation (“City”), and Team Sheeper, Inc., a California S Corporation (“Provider”), referred to herein individually as “Party” and collectively as “Parties”.

WHEREAS, City is the owner of certain premises (“Premises”) described below, and desires to provide recreational aquatics programming for the benefit of the community at the Premises;

WHEREAS, City desires to engage Provider to provide the recreational aquatics programming, including swim instructors and certified lifeguards to provide lap swim, open swim, youth swim team, youth and adult swim lessons, youth camps, masters swim, aqua-fit classes and lane rentals for community swim teams and other community organizations at the Premises (“Services”) consistent with the current level of programming;

WHEREAS, Provider has been providing the Services pursuant to a Lease Agreement, which is expiring on March 31, 2018, and has the necessary professional expertise, qualifications and capability, and all required licenses and/or certificates the provide the services; and

WHEREAS, City and Provider desire to enter into this Agreement on the terms and conditions set forth below.

NOW, THEREFORE, the Parties agree as follows:

1. PREMISES. The Premises includes both the “Burgess Pool”, 501 Laurel Street, Menlo Park, CA and the “Belle Haven Pool”, 100 Terminal Avenue, Menlo Park, CA as defined herein. Burgess Aquatic Facility (“Burgess Pool”) consists of the fenced pool area at the City’s Civic Center campus at Burgess Park. Burgess Pool includes the lap pool, instructional pool, toddler activity pool, locker rooms and restrooms, offices, lawn area, pool mechanical room, lobby area, and all associated areas in the City of Menlo Park, County of San Mateo, State of California, as more particularly shown in Exhibit A, attached hereto and incorporated herein by reference. The Belle Haven Pool (“Belle Haven Pool”) is a six-lane x 25-meter outdoor swimming pool located adjacent to the Onetta Harris Community Center. Belle Haven Pool includes a, locker room, shower facilities, mechanical room, office and small children’s wading pool in a fenced area as shown in Exhibit B, attached hereto and incorporated herein by reference.

2. SCOPE OF SERVICES. Provider shall perform the Services, as more particularly described in Exhibit C attached hereto and incorporated herein by this reference in accordance with the terms and conditions contained in this

Agreement. Performance of all Services shall be to the reasonable satisfaction of the City.

3. <u>TERM</u>. The term of this Agreement shall commence on April 1, 2018 and shall terminate on August 31, 2020 ("Term"). If not terminated as set forth hereinafter, this Agreement shall automatically renew for successive 12-month periods (each year an "Extended Term"), subject to all of the same terms and conditions contained in this Agreement. Not less than 180 days prior to the expiration of the Term or Extended Term, either of the Parties may provide written notice requesting either an evaluation of the terms and conditions of this Agreement or termination of this Agreement. In the event no such notice of termination is given, this Agreement shall automatically continue for an Extended Term.

4. <u>BELLE HAVEN POOL MANAGEMENT FEE</u>. The City shall pay Provider a management fee for the operation of the Belle Haven Pool in an amount not to exceed Five Thousand Dollars ($5,000) per month or Sixty Thousand Dollars ($60,000) per year, unless otherwise approved by the City Council. The City currently receives annual funding for the Belle Haven Pool from Hibiscus Properties, LLC ("Facebook") pursuant to Section 9.1.1 of the Development Agreement dated December 14, 2016 and recorded in the Official Records of the County of San Mateo as Document Number 2016-133794. In addition to the management fee, pursuant to the terms of the prior Lease Agreement, the City shall pay to Provider Five Thousand Dollars ($5,000) per month for the period January 1, 2018 through March 31, 2018 for a total of Fifteen Thousand Dollars ($15,000) for operating the Belle Haven Pool, subject to and upon receipt by the City of funds from Facebook covering that time period. To the extent Provider has been paid all or any portion of the management fee directly by Facebook, the City shall be relieved from the requirement to pay such amount to Provider. If and when such annual funding is reduced or terminated, the City may terminate the Services at the Belle Haven Pool after providing 30 days' advance written notice to Provider. Provider shall be paid pro rata for Services performed at the Belle Haven Pool up to the termination date. If the Services at the Belle Haven Pool are terminated, the management fee shall also terminate.

5. <u>EXCLUSIVE USE OF PREMISES</u>. Subject to the terms of this Agreement, Provider shall have exclusive use of the Premises for the purposes of conducting aquatics programs, including, but not limited to, a masters swim program, swim team, swim lessons, fitness training, recreational swimming, community rentals and other aquatics programs and providing for reasonable public access to and use of the Premises pursuant to Section 6 of this Agreement. Provider shall have the exclusive right to staff, supervise and contract for such use of the Premises, subject to the terms of this Agreement. The Parties specifically agree that Provider shall accommodate the SOLO swim team's use of Burgess Pool in accordance with schedule and terms set forth in <u>Exhibit D</u>, which shall not be modified without mutual agreement of Provider and SOLO, unless SOLO is in breach of its contract with Provider.

Provider shall have non-exclusive use of the locker rooms, as depicted on Exhibit A and Exhibit B, to accommodate Provider's use of the Premises. The Parties agree that use of the locker rooms shall be limited to persons participating in programs and activities offered by Provider or City or other members of the public upon payment to Provider of fees for such use. Specifically, City reserves the right to use the locker rooms for any City program, including facility rentals and programs and for public use on a "pay for use" basis. Provider may only refuse locker room access when patrons fail to follow the rules of conduct approved by the City. Patrons shall have the right to appeal Provider's decision to the Director of Community Services, if the patron feels denial of locker room access was unreasonable. The Director of Community Services' decision shall be final.

6. OPERATION, COMMUNITY ACCESS AND SCHEDULING. Provider may operate the Premises between the hours of 5 a.m. to 10 p.m. seven days a week, 365 days a year. Provider currently operates the Burgess Pool from 5:45 a.m. to 8:00 p.m., and until 10:00 p.m. on Tuesdays and Thursdays Monday through Sunday and the Belle Haven Pool from 3:00 p.m. to 7:00 p.m. Monday through Friday. Provider may reasonably modify, subject to prior written approval from the City, which shall not be unreasonably withheld, the current schedule at either the Burgess Pool or the Belle Haven Pool if staffing is not possible or if it is not financially feasible to operate during certain hours. The City will provide its consent or objection to the requested change within 10 business days or the request will be deemed approved.

Provider will be responsible for the scheduling of the Premises. Provider shall provide reasonable public access and community use of the Premises. Provider will not reduce the public access and community use without prior City approval from the Director of Community Services who is authorized to finalize the City's schedule of use of the Premises. When evaluating the pool space and time allocation, Provider shall consider and give scheduling priority for programs based on the number and percentage of City residents.

Burgess Pool: Minimum public access and community use will include:

a. Year-round lap swim, seven days per week (except holidays);
b. Seasonal open/recreational swim daily from Memorial Day through Labor Day for a reasonable amount of time and with adequate pool space;
c. Reasonable availability for other community organizations/users;
d. Programs and reasonable accommodation for all ages and abilities;
e. Inclusive programs for people with disabilities when possible; and
f. Winter programming subject to the City's provision a dome over the instructional pool, if possible.

Belle Haven Pool: Minimum public access and community use will include:

a. Open to the public for a minimum of 10 weeks during the summer season in June, July, and August. During that time period, the pool shall be open for a minimum of six days a week, Monday through Saturday; and
b. Open/recreational swim hours will be at least three hours per day, six days per week but will be allowed on a “pool sharing” basis with other programming.

7. PROGRAM REGISTRATION AND FEES. Provider shall be responsible for having a method for the public to register and pay for programs. Provider shall collect all program fees for the Services provided pursuant to this Agreement. The program fees charged by Provider shall be as follows:

a. The fees charged by the Provider for public lap swimming, open/recreational swim, and swim lessons shall be comparable to rates and fees charged by other aquatic facilities in surrounding communities and in alignment with the approved business model.
b. Provider shall provide rental space for other community organizations and users for competitive youth swimming programs, instructional programs, fitness training, etc., on a reasonable and comparable fee basis.
c. Review of the program fees shall be included in the annual report to the City. Although Provider is responsible for setting program fees, Provider shall consider both City input and market rates in establishing the program fees.
d. The City will provide limited conference room space at the Arrillaga Family Gymnasium free of charge for Provider’s team meetings and trainings, subject to availability.
e. The City will make sports field space at Burgess Park available free of charge for Provider camps and programs in exchange for pool use for City camps and programs, both subject to availability.

8. REVENUE SHARING. Provider shall maintain an annual profit and loss statement (“Statement”) during the Term and any Extended Term of this Agreement. The Parties acknowledge that the Provider’s Statement includes revenue from the Services at the Premises and also Menlo Fit/Boot Camp revenue and triathlon team revenue. If Provider’s revenue from the Services provided pursuant to this Agreement, exclusive of Menlo Fit/Boot Camp revenue and 2/3 of the triathlon team revenue, exceeds Three Million One Hundred Forty Thousand ($3,140,000) in a single calendar year, Provider shall pay to the City 30 percent such revenue within 60 days of the end of the year.

9. PROGRAM ADMINISTRATION. Provider shall have adequate administrative staff and assistance to support all hours of operation. Policies and procedures for handling registration, refunds, and complaints are required. Provider shall maintain a customer database and appropriate records retention.

Provider shall develop sufficient communication and marketing in order to inform the public of the programs and services. The City will provide reasonable marketing space in the tri-annual activity guide for the Provider to promote their aquatics programs at the Premises, subject to availability. Provider shall be responsible for meeting the deadlines and providing accurate and sufficient information to City staff.

Provider shall take appropriate steps to maintain a high level of customer service and overall satisfaction at all times. Provider shall be engaged with City staff and regional aquatics groups throughout the year and shall attend an annual meeting convened by the City. Additionally, Provider shall prepare and provide an annual report no later than January 30 of each year to City staff, which will be presented to the City's Parks & Recreation Commission for review and comment by the Commission at its February meeting. The annual report should include the following items:

a. Total program hours by program area;
b. Participation statistics by program area including resident and non-resident percentages;
c. Customer satisfaction survey results;
d. User group feedback by program area or rental;
e. Pool schedule and allocation by program for previous year and projections to the upcoming year;
f. Fees by program area and a fee comparison to other public pools in the region;
g. Annual audits and reviews demonstrating standards of care, outlined in Section 12, below, are met;
h. Risk management documentation, outlined in Section 13, below; and
i. Training certifications listed by staff member.

Provider shall maintain reasonable evidence and documentation of this information and have these records accessible to the City at any time following 10 days written notice.

In the event of a third-party dispute or conflict arising out of or related to this Agreement, the City will use best efforts to notify and discuss the issue with Provider before engaging in any dialogue with the third-party involved.

10. <u>COMPLIANCE WITH LAWS AND REGULATIONS</u>. Provider shall comply with all city, county, state, and federal laws and regulations related to pool and aquatic program operations. These regulators and laws include but are not limited to:

a. City of Menlo Park
b. Menlo Park Fire Department
c. San Mateo County Health Department
d. California Department of Health Services

e. California Department of Labor
f. Occupational Safety and Health Administration (OHSA)
g. Emergency Medical Services Authority (EMSA)
h. Consumer Product Safety Commission & Virginia Graeme Baker Act
i. Americans with Disabilities Act
j. California Department of Fair Employment and Housing

11. HEALTH AND SAFETY. Provider shall maintain health and safety standards in a reasonable and acceptable manner for the Premises, participants, and its employees in compliance with City standards and the other regulatory agencies listed in Section 10 above. These standards include but are not limited to:

a. Employee Injury and Illness Prevention Plan
b. Hazardous Materials Communications and Business Plan
c. Blood borne Pathogens and Bio Hazardous Exposure Control Plan
d. Lifting and Fall Prevention
e. Electrical Safety
f. Emergency Action Planning
g. First Aid
h. Heat Illness and Sun Protection
i. Confined Spaces
j. Chemical Storage
k. Personal Protective Equipment
l. Recreational Waterborne Illnesses (RWI's)
m. Signage

Provider is responsible for keeping up to date with all changes, additions, or amendments to the laws, regulations and codes related to pool operations and aquatics programs.

12. STANDARD OF CARE. Provider shall provide aquatic programs and manage the Premises in a manner that is comparable to or above the standard of care that is reasonable and acceptable for a public pool in the surrounding communities. This standard of care should be demonstrated in all areas of operations including: supervision and lifeguard coverage, surveillance techniques, staff training, record keeping, basic maintenance and janitorial services during business hours, cleanliness of facilities, safety, and risk management. Provider is expected to ensure this standard of care by conducting annual audits by qualified external experts and including this information in the annual report to City staff and the City's Parks and Recreation Commission identified in Section 9, above.

13. RISK MANAGEMENT. The Provider shall take all appropriate and necessary steps to provide adequate risk management planning to minimize liability or negligence by the Provider. The Provider shall manage their risk by demonstrating proficiency in the following areas:

a. Emergency Action Plan - staff training plan, drills conducted, emergency equipment and communication process.
b. Facilities & Equipment - inspection, maintenance, and checklists.
c. Supervision - quality, quantity, lesson plans and progression.
d. Training - requirements and appropriate staff.
e. Documentation - manuals, waivers, medical screening, skills screening, risk information provided to public, policies and evaluations.

14. EMERGENCY ACTION PLAN AND PROCEDURES. Provider shall create and maintain all emergency procedures and emergency action plans for the Premises. An emergency action plan is required under Title 29 of Federal Regulations Sections 1910.38/.120/.156, and Title 8 California Code of Regulations, Sections 3220 and 3221. The emergency action plan covers all employees and non-employees who may be exposed to hazards arising from emergency situations. It must contain information for all of the Provider's employees, including administration and line level employees using the plan in order to reduce the severity of emergency situations and minimize the risk to life and property.

15. MAINTENANCE, REPAIR, CUSTODIAL AND LANDSCAPING. The City will be responsible for the maintenance and repair of the equipment and facilities at the Premises, including:

a. Burgess Pool: three pools, appropriate signage, offices, lobby, locker rooms and shower area, restrooms, pool decks, fences and gates, lawn area, supply storage areas, equipment/mechanical rooms, chemical storage areas, and lights.
b. Belle Haven Pool: two pools, appropriate signage, office, locker rooms and shower area, restrooms, pool decks, fences and gates, supply storage areas, equipment/mechanical rooms, chemical storage areas, and lights.

If in the course of operating the Premises, Provider identifies any equipment, facilities or portion thereof in need of maintenance or repair, Provider shall notify the City's Public Works Director or his/her designee as soon as possible and the City shall be responsible for performing the necessary maintenance or repair work. If any maintenance or repair work requires immediate emergency attention, Provider may engage a preferred City contractor directly after obtaining consent from the City's Public Works Director or his/her designee. Provider shall be reimbursed by the City for any costs incurred by Provider in addressing the immediate/emergency maintain/repair work. If the Facilities or equipment are damaged due to the willful misconduct or negligence of Provider, its employees, subcontractors, or program participants, Provider is responsible for any necessary repair or replacement of such damage at Provider's sole cost and expense.

Provider shall employ or contract one full-time custodial support staff from 3:00 a.m. to noon, consistent with Provider's current practice. The City will provide janitorial service during midday and Saturday and Sunday evenings. The City and Provider shall coordinate custodial services to ensure the Premises is maintained in an orderly, clean and professional condition. The City shall provide all incidental facility supplies, such as paper towels, toilet paper, etc. The City agrees to reimburse Provider, upon approval by the Public Works Director, or his/her designee, up to Two Hundred Dollars ($200) per month for the purchase of incidental supplies. The City shall provide landscaping services for the Premises.

The City shall provide and be billed directly for all necessary pool chemicals. Provider shall employ or contract for a Certified Pool Operator. Provider shall maintain standard operation procedure manuals and maintenance records and logs. These records will include: daily pool and chemical log and checklists for routine maintenance and janitorial duties (daily, weekly, monthly, quarterly, bi-annually, and annually).

16. UTILITIES. The City shall provide, without cost to Provider, all utilities necessary to operate the Premises for the purposes identified in this Agreement, including water, sewer, stormwater, electricity, gas, telephone and internet. Provider shall modify operations to comply with any conservation requirements imposed by any utility operator. Provider shall consult with and obtain City approval prior to making any operational changes that would impact utility costs and regulatory compliance.

17. INSURANCE. Provider shall acquire and maintain Workers' Compensation, Employer Liability, and Commercial General Liability relating to the Provider's use of the Premises. The insurance company or companies must be approved by the City. Provider will furnish City with certificates and copies of information or declaration pages of the insurance required. Provider would need to provide the City with 30 days' notice if any changes, cancellation, or non-renewals. Provider is required to disclose any self-insured retentions or deductibles, which shall be subject to City's approval, not to be unreasonably withheld. Provider's insurance shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of the insurer's liability (cross liability endorsement). Provider's insurance coverage shall be primary insurance with respect to City, its Council, Boards, Commissions, agents, officers, volunteers or employees, and any insurance or self-insurance maintained by City, for themselves, and their Council, Boards, Commissions, agents, officers, volunteers or employees shall be in excess of Provider's insurance and not contributory with it.

The minimum amounts of coverage corresponding to these categories of insurance per insurable event shall be as follows:

Insurance Category	**Minimum Limits**
Workers' Compensation	Statutory Minimum - include endorsement waiving the insurer's right of subrogation against the City, its

	officers, officials, employees and volunteers.
Employer's Liability	One Million Dollars ($1,000,000) per accident for bodily injury or disease – include endorsement adding the City, it officers, officials, employees and volunteers as additional insured for both ongoing operations as well as products and completed operations; include endorsement to provide primary insurance and waive any rights of contribution from the City's coverage.
Commercial General Liability	Three Million Dollars ($3,000,000) per occurrence for bodily injury, personal injury and premises damages. Must include all areas in Insurance Service Office (ISO) Form No. CG 00 01 (including Products and Completed Operations if food is served or for repairs done by the tenant, Contractual Liability, Broad form property damage, Participants and spectators coverage, and Personal and Advertising injury liability)

If Provider fails to maintain any of the insurance coverage required herein, then City will have the option to terminate this Agreement or may purchase replacement insurance or pay the premiums that are due on existing policies in order that the required coverage may be maintained. Provider is responsible for any payments made by City to obtain or maintain such insurance.

Provider shall require any subcontractor who uses the Premises more than once in any 12-month period to maintain and carry the same coverage as described above, which policies shall name the City as an additional insured. Provider shall require such subcontractor to obtain and provide a certificate of insurance evidencing said coverage to the City.

Each Party hereby waives and agrees to obtain from each insurance carrier of the insured a "subrogation waiver endorsement" waiving its right of recovery to the extent of insurance proceeds, against the other Party, the other Party's officers, directors, agents, representatives, employees, successors and assigns with respect to any loss or damages, including consequential loss or damage to the insured's property caused or occasioned by any peril or perils (including negligent acts) covered by any policy or policies carried by the Party.

18. INSPECTIONS AND AUDITS. The City reserves the right to conduct periodic and regular site inspections and operational audits.

a. Safety*:* Provider will be required to comply with the City's safety program guidelines and protocol. Quarterly inspections by an outside vendor will be conducted and recommendations for compliance will be enforced. City staff will be responsible for following up with the Provider on specific safety issues identified in the quarterly inspection. The Provider will be required to comply with the City's requests in a timely manner. In addition, documentation demonstrating compliance with all city, county, state and federal regulations will be required to be kept up to date and reviewed on an annual basis or more frequently as deemed necessary by the City.

b. Maintenance: City staff reserves the right to conduct weekly, monthly, quarterly, and annual inspections relative to Provider's responsibilities pursuant to this Agreement, including inspections relating to pool chemistry, pool equipment, and safety practices.

c. Operations: An annual operational audit will be conducted by an external expert and industry professional approved by the City. An observational audit, lifeguard skills assessment, and site inspection shall be conducted annually. An overall operational audit shall be conducted every two years. This audit should include but may not be limited to: staff skills assessment, staff selection and training procedures, policies and procedures review, site inspection, code compliance and record keeping practices, and adherence to aquatic safety standards.

d. Financial Review/Audit: Provider shall provide complete financials for all aquatics programs and/or programs operated out of the Premises (with administrative costs/salaries that may be related to both aquatics and non-aquatics programs fairly allocated between such programs) prepared in accordance with generally accepted accounting principles for each calendar year during the Term of this Agreement for City staff and outside consultant review. The purpose for such review shall be for determining appropriate revenue sharing, if any, pursuant to Section 8. Provider agrees, upon the City's request, to make all books and records available to the City for review such that the City is provided the opportunity to confirm the accuracy of the financial reports provided.

19. CITY ACCESS. The City shall have access to the Premises or any part thereof for municipal purposes, which may include the performance of maintenance and repairs in or upon the Premises, the inspection of the Premises, or the use, maintenance, repair of adjoining areas. When City access will be during the Provider's operational hours and may impact the provision of Services, the City shall provide prior notice and coordinate access with the Provider.

20. IMPROVEMENTS. Provider shall not make, nor cause to be made, nor allow to be made, alterations or improvements to the Premises, without the prior written consent of City, not to be unreasonably delayed or withheld. All improvements or alterations constructed or installed shall be removed and the Premises restored to substantially the same condition existing prior to such construction or installation, upon the termination of this Agreement, unless the prior written approval of City is secured, allowing such improvements or alterations to remain in place, in which case, title thereto shall vest in City. All improvements undertaken pursuant to this Agreement will be at City's sole expense and the City will be responsible for the use and maintenance of the improvements.

21. NOISE. Except in the event of an emergency, Provider shall not use any amplified sound, whistles, bullhorns, music, etc., between the hours of 5:30 a.m. to 8:00 a.m., and/or from 8:00 p.m. to closing during any day of operation. In order to minimize impacts of major events on residents of the surrounding neighborhood, Provider will notify the City on a quarterly basis of all swimming meets or other large group events beyond normal operations to allow the City to notify the neighborhood in advance of such events.

22. PARKING. Provider shall instruct its patrons to park away from the nearest residences before 8:00 a.m. and after 8:00 p.m.

23. WAIVER OF CLAIMS. Except as it relates to claims asserted by anyone related to or arising from The City's failure to fulfill its obligations to maintain, repair, clean and/or landscape in accordance with this Agreement, including, without limitation Section 15 hereof, Provider waives all claims against City, its Council, Commissions, agents, officers, volunteers, contractors or employees for any damages to the improvements in, upon or about the Premises and for injuries to any employees of Provider or their agents, invitees or sub-contractors in or about the Premises from any cause arising at any time, where City had no involvement or where such damages or injuries did not arise out of the instruction or guidance of the City. In no event shall the City be responsible for loss of profits or any consequential damages to Provider.

24. INDEMNIFICATION. Except as it relates to claims asserted by anyone related to or arising from The City's failure to fulfill its obligations to maintain, repair, clean and/or landscape in accordance with this Agreement, including, without limitation Section 15 hereof, Provider will defend, indemnify and hold City, its Council, Commissions, agents, officers, volunteers or employees harmless from any damage or injury to any person, or any property, from any cause of action arising at any time from the use of the Premises by Provider, and Provider's invitees, program participants, and visitors, or from the failure of Provider to keep the Premises in good condition, including all claims arising out of the negligence of Provider, but excluding any damage or injury caused by the willful misconduct or negligence of City or its employees, agents or contractors. City will defend, indemnify and hold Provider, its members, agents, officers, volunteers or employees harmless from any damage or injury to any person, or any property, from any cause of action arising at any time from the willful misconduct or negligence or City or its employees, agents or contractors.

Each Party's indemnification obligation set forth above will include any and all costs, expenses, attorneys' fees and liability incurred by any indemnified Party or person in defending against such claims, whether the same proceed to judgment or not. Each Party will, at its own expense and upon written request by a Party to be indemnified as provided hereinabove, defend any such suit or action brought against the Party to be indemnified, its Council, Commissions, members, agents, officers, volunteers or employees (as applicable). This Section will survive the expiration or termination of this Agreement.

25. HAZARDOUS MATERIALS. Provider shall not use or store any Hazardous Materials in, on, or about the Premises except in compliance with all applicable federal, state, and local laws, statutes, ordinances, and governmental regulations, and the highest standards prevailing in the industry for storage and use of any such Hazardous Materials, nor allow any Hazardous Materials to be brought in the Premises, except to use in the ordinary course of Provider's business, and then only after written notice to City of the Hazardous Materials to be used by Provider. Provider shall not cause or permit the escape, release, or disposal of any Hazardous Materials in the Premises.

In addition, Provider shall, at City's request, execute affidavits, representations, or other documents concerning Provider's best knowledge and belief regarding the presence of any Hazardous Materials in the Premises. Provider shall indemnify, defend, and hold harmless City from any liability, cost, or expense, including reasonable attorneys' fees, arising from the use, storage, release or disposal of any Hazardous Materials in, on, or about the Premises by Provider, its agents, employees, contractors, or invitees. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

For the purposes of this Agreement, the term "Hazardous Material" shall mean any substance or material which has been designated hazardous or toxic by any federal, state, county, municipal, or other governmental agency or determined by such agency to be capable of endangering or posing a risk of injury to, or adverse effect on, the health or safety of persons, the environment, or property, including without limitation those substances or materials described in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq.

26. ATTORNEY'S FEES. In any legal action brought by either Party to enforce the terms of this Agreement, the prevailing party is entitled to all costs incurred in connection with such an action, including reasonable attorneys' fees.

27. ARBITRATION. Any dispute regarding the breach of this Agreement shall be decided by binding arbitration pursuant to the rules of the American

Arbitration Association, and not by court action, except as otherwise provided in this Section or as allowed by California law for judicial review of arbitration proceedings. Judgment on the arbitration award may be entered in any court having jurisdiction. The Parties may conduct discovery in accordance with California Code of Civil Procedure. This provision shall not prohibit the Parties from filing a judicial action to enable the recording of a notice of pending action for order of attachment, receivership, injunction, or other provisional remedy. Venue for the resolution of any such dispute or disputes shall be in San Mateo County, California.

BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTER INCLUDED IN THE ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR BY JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE ARBITRATION OF DISPUTES PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE ARBITRATION OF DISPUTES PROVISION TO NEUTRAL ARBITRATION.

__________	__________
Provider	City

28. <u>VENUE</u>. Provider agrees and hereby stipulates that the proper venue and jurisdiction for resolution of any disputes between the parties arising out of this Agreement is San Mateo County, California.

29. <u>ASSIGNMENT AND NONTRANSFERABILITY</u>. Provider understands and acknowledges that assignment of this Agreement is absolutely prohibited without the written consent of City, and any attempt to do so without City's written consent may result in termination of the Agreement at the will of City. Notwithstanding the foregoing, City shall grant permission to Provider to contract with other entities or organizations to provide some of the programs at the Premises for certain hours, subject to prior approval by the City, which shall not be unreasonably withheld. Such use is contingent, in part, upon said entity or organization indemnifying and insuring City in the same manner and amount that Provider has indemnified and insured City under this Agreement. City, its Council, Boards, Commissions, agents, officers, volunteers and employees shall be named as additional insureds. Any insurance policy maintained by a such an entity organization will be in addition to, and shall not replace, any insurance required of Provider.

30. LIENS AND ENCUMBRANCES. Provider shall have no authority to do anything that may result in a lien or encumbrance against the Premises. Without limiting the foregoing, however, Provider agrees to pay promptly all costs associated with the activities associated with this Agreement and not to cause, Agreement, or suffer any lien or encumbrance to be asserted against the Premises. In the event that Provider causes, leases, or suffers any lien or encumbrance to be asserted against the Premises related to activities associated with this Agreement, Provider, at its sole cost and expense, shall promptly cause such lien or encumbrance to be removed.

31. TERMINATION OF AGREEMENT.

a. Default. City or Provider shall have the right to terminate this Agreement by written notice to the other party for any default or breach of any term or condition of this Agreement by the other Party; provided, however, the non-defaulting and non-breaching Party must first deliver written notice to the other Party of any such default or breach, and if such breach or default exists for more than 30 days after the delivery of such notice without being cured, the non-defaulting and non-breaching Party may elect to terminate this Agreement by giving written notice of such termination to the defaulting Party. Termination shall be effective on the date specified in the notice, which date shall not be less than 30 days nor more than 180 days following such notice. In addition to termination, the non-defaulting and non-breaching Party shall be entitled to pursue any and all other remedies provided by law.

b. City Dissatisfaction. If City and/or Menlo Park community believes Provider has not satisfied community needs with respect to public access, service and program quality, public safety, noise restrictions and/or parking, City may deliver written notice to Provider of such dissatisfaction and the Parties shall meet and confer within 15 days of Provider's receipt of such notice. If the matter is not resolved to the City Manager's satisfaction, City may terminate this Agreement by giving written notice of such termination to Provider. Termination shall be effective not less than 90 days after the date of such notice. Provider shall have the right to appeal such termination to the City Council within 10 days of Provider's receipt of such notice. Upon receipt of Provider's timely appeal, the Council shall place the matter on the City Council agenda and make the final determination with regard to the termination of the Agreement and shall give written notice to Provider of such final determination. If the City Council determines the Agreement should be terminated, termination of the Agreement shall be effective not less than 90 days after the date of such notice.

c. City Expense. The City may terminate this Agreement, effective 90 days from the date of the notice, if the City's costs for maintenance and repair (Section 15), and utilities (Section 16) are exceeding the amounts budgeted by the City for such costs.

d. Provider's Option. Provider may terminate the Agreement at Provider's option upon the occurrence of any of the following: (1) upon the death of Tim Sheeper; (2) upon the disability of Tim Sheeper, if such disability prevents him from running Provider's business operations for a continuous period of 60 consecutive days; or (3) upon financial hardship, which shall require not less than six month written notice to terminate Agreement based on financial hardship.

Termination shall be effective on the later of 90 days after the date of any such notice, the date of termination specified in the notice or such later effective date as is required pursuant to any specific provision of this Agreement. In the event Provider does not elect to terminate the Agreement as permitted herein, the Agreement shall remain in full force and effect for the remainder of the Term, unless subsequently terminated for another cause or event as specified herein.

32. CONDITION OF PREMISES UPON TERMINATION. Upon the effective termination of the Agreement, Provider shall restore the Premises to its condition prior to the execution of this Agreement, excluding (a) wear and tear and natural deterioration based on the passage of time, (b) items subject to the City's obligations to maintain, repair, clean and/or landscape in accordance with this Agreement, including, without limitation Section 15 hereof, and (c) other changes or improvements to the Premises previously approved by the City, remove all personal property, including furniture, furnishings, vehicles, and equipment, belonging to Provider or Provider's employees, invitees, and agents. Should Provider fail to perform those obligations by the effective termination date, the Parties agree to the following:

a. Such remaining property shall be deemed abandoned and Provider waives all provisions for disposition of abandoned personal property required by California law including but not limited to California Code of Civil Procedure Section 1980 et. seq. (requiring notice for reclaiming abandoned property and public sale for disposition).
b. City has the right to take action to remove Provider's personal property. Should City exercise this right, Provider shall be liable to City for:
    i. the actual cost of this removal, demonstrated by valid receipts and invoices;
    ii. a 15 percent overhead to City for reasonable costs in contracting and supervising the removal work; and

iii. any attorneys' fees incurred by City to remove Provider from the Property after termination, if necessary. Invoices must be paid within 10 days of submission of invoice to Provider. If not paid within this time, then interest will be charged at 10 percent or the maximum extent allowed by law, whichever is less.

33. NOTICE. All notices under this Agreement shall be in writing and, unless otherwise provided herein, shall be deemed validly given if sent by certified mail, return receipt requested, or via recognized overnight courier service, addressed as follows (or to any other mailing address which the party to be notified may designate to the other party by such notice). All notices properly given as provided for in this section shall be deemed to be given on the date when sent. Should City or Provider have a change of address, the other party shall immediately be notified as provided in this section of such change.

Provider	**City**
Team Sheeper, Inc.	City of Menlo Park
Attn: Tim Sheeper	Attn: City Manager
501 Laurel Street	701 Laurel Street
Menlo Park, CA 94025	Menlo Park, CA 94025
(650) 369-7946	(650) 330-6610

34. COMPLETE AGREEMENT. This Agreement contains the entire agreement between the Parties with respect to the matters set forth herein and supersedes all prior or contemporaneous agreements (whether oral or written) between the Parties with respect to the matters set forth herein.

35. AMENDMENT. This Agreement may be amended only by a written instrument executed by the Parties.

36. AUTHORITY. The individuals executing this Agreement on behalf of Provider represent and warrant that they have the legal power, right and actual authority to bind Provider to the terms and conditions of this Agreement.

37. NO WAIVER. Waiver by either Party of a breach of any covenant of this Agreement will not be construed to be a continuing waiver of any subsequent breach. City's receipt of rent with knowledge of Provider’s violation of a covenant does not waive City's right to enforce any covenant of this Agreement. No wavier by either Party of a provision of this Agreement will be considered to have been made unless expressed in writing and signed by all parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their officers therein duly authorized as of the date and year first written above.

CITY OF MENLO PARK

By: ______________________________

ATTEST:

____
City Clerk

TEAM SHEEPER, L.L.C.
501 Laurel Street
Menlo Park, CA 94025

By: _________________________________
Tim Sheeper, Chief Executive Officer

Exhibits

A. Burgess Pool Site Map
B. Belle Haven Pool Site Map
C. Scope of Services
D. SOLO Schedule and Terms

EXHIBIT A

BURGESS POOL MAP

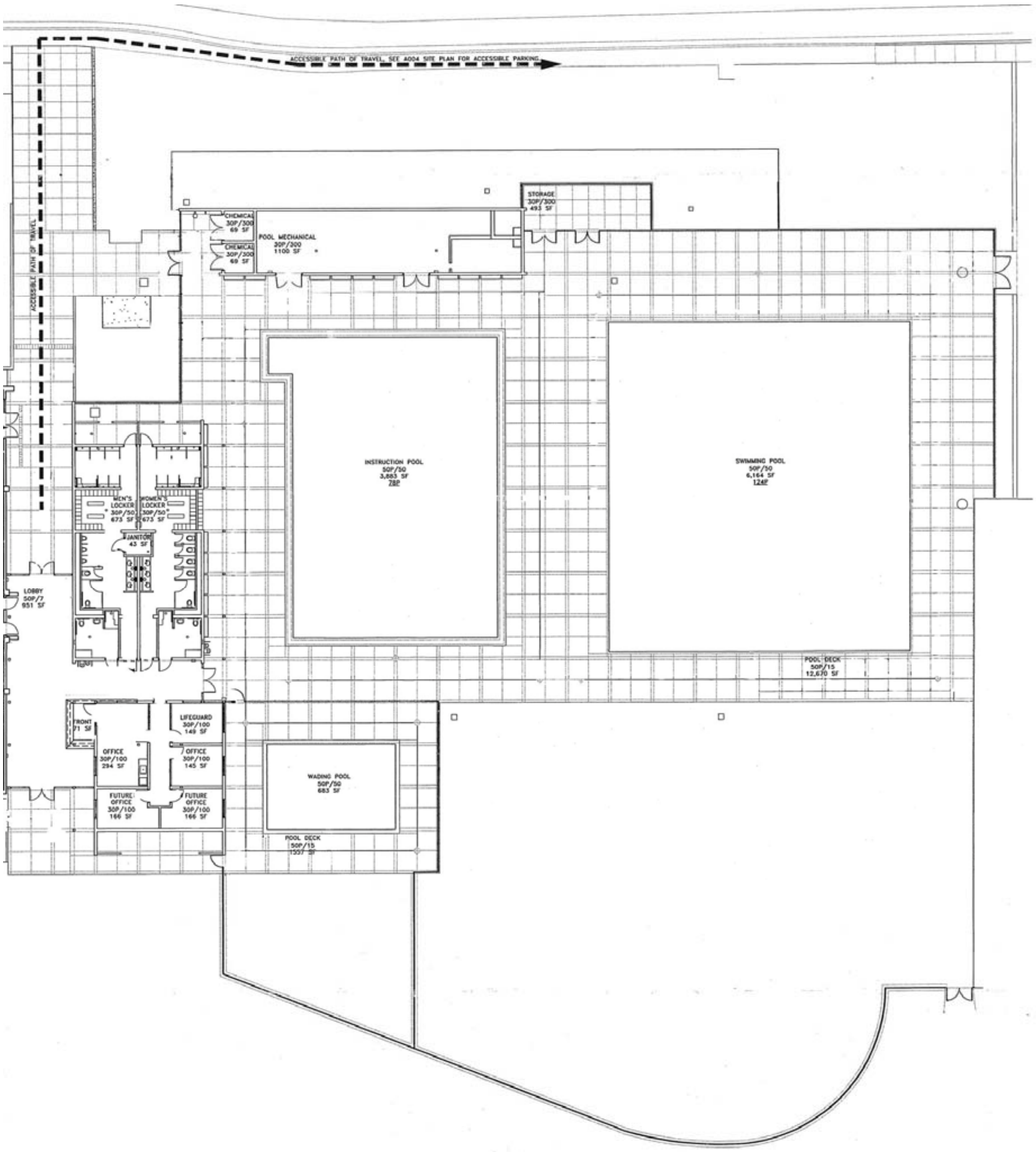
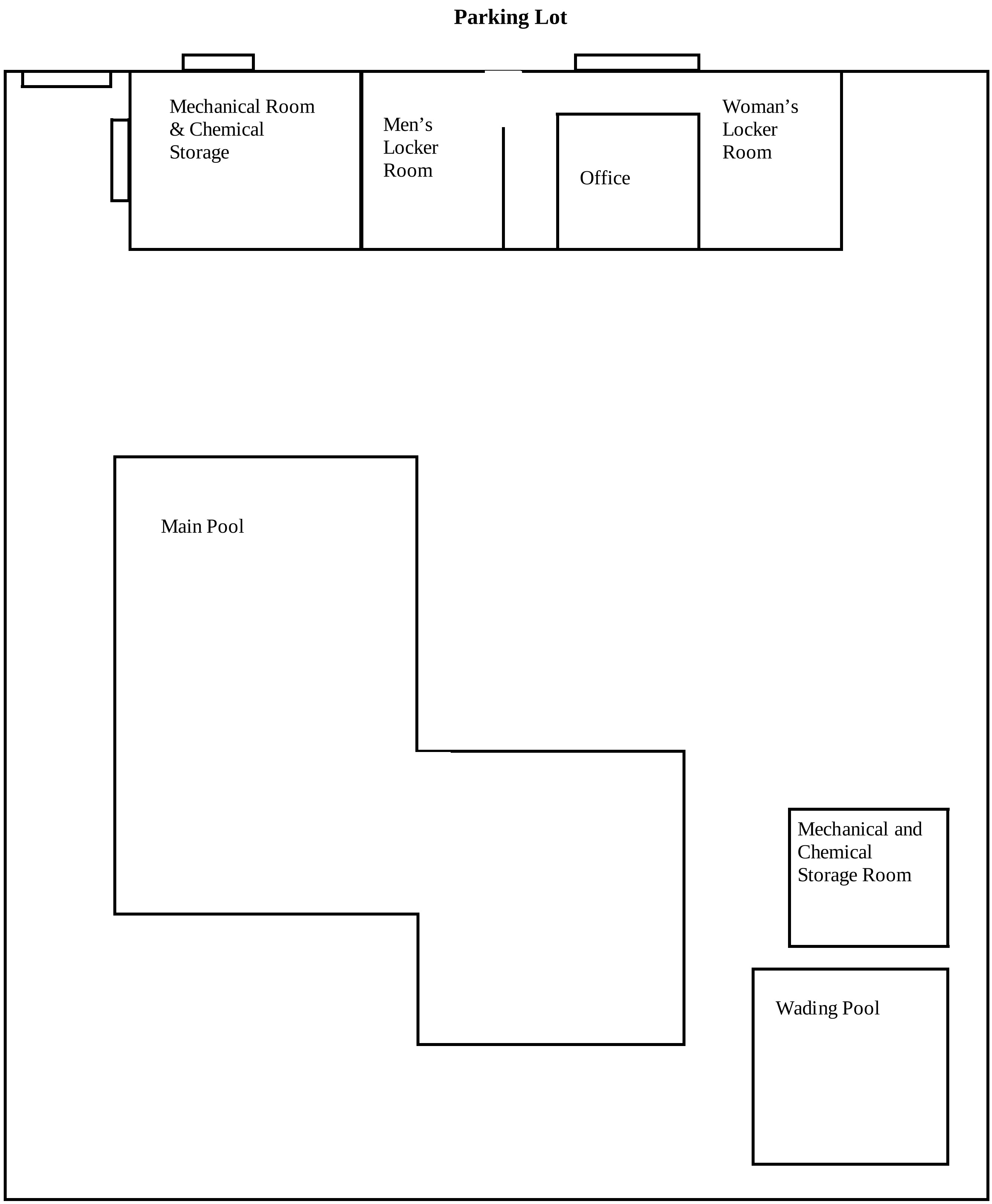


EXHIBIT B

BELLE HAVEN POOL MAP :



Menlo Swim and Sport
2018 Scope of Services

1. **Lap Swim**
   Description: Community based, non-structured, fitness swimming in both performance and instructional pools with the goal of having lane availability whenever the business is open. Drop-in and membership options
   Frequency: 7 days/wk, year-round
   Times: Opening to closing
   Belle Haven: Weekdays during all open hours, year-round

2. **Open Swim**
   Description: Community-based, non-structured, play and family time in both the performance and instructional pool. Increasing pool availability during warmer high demand seasons. Drop-in and seasonal memberships options.
   Frequency: 7 days/wk, year-round
   Times: Late morning to evening hours, all-day on weekends
   Belle Haven: Summer focus-4 hours/daily

3. **Menlo Aquatics-Youth Year-Round Swim Team**
   Description: Community-based, structured and programmed with performance incentives including weekend off-site coached events and competitions. Segmented and serving various age-groups from 6-18 year olds. Monthly memberships.
   Frequency: 6 days/wk, year-round
   Times: After school to late evening weekdays and late morning on Saturdays
   Belle Haven: Full program not available, but Belle Haven is used during summer.

4. **Menlo Mavericks-Youth Summer Swim Team**
   Description: Community-based, introductory-level, structured and coached 10-week program that is part of a regional competitive league with weekday and weekend events. Monthly memberships.
   Frequency: Monday-Saturday, summer only
   Times: Morning and afternoon hours throughout the summer
   Belle Haven: Not available

5. **Menlo Mavericks-Youth Water Polo Team**
   Description: Community-based, year-round team that serves introductory and intermediate level players that compete locally and regionally. Monthly memberships.
   Frequency: 3 days/wk
   Times: Afternoons year round
   Belle Haven: Only available at Belle Haven

6. **Menlo Swim School**

Description: Community-based, year-round service that targets individuals 6 months to adults. Small group, semi-private and private instruction that teaches to class ability level. Various segmented levels that supports time efficient and optimum improvement. Monthly membership.
Frequency: 7 days/wk, year-round.
Times: Mornings to late evening with a long lunch break.
Belle Haven: Available spring, summer and fall

7. **Camp Menlo-Summer and School Holiday Camps**
Description: Community based, seasonal program that serves youth from 4.5-15 year olds with 5 different offerings of week-long camps. Pre and post camp care is available. Most campers take part in a small group swim lesson each day. Weekly fee.
Frequency: Monday-Friday for 10 weeks spanning the summer months.
Times-Early morning to late afternoon options.
Belle Haven: Not available at Belle Haven

8. **Menlo Masters-Adult Swim Team**
Description: Community-based, year-round team that serves introductory to advanced participants. Stroke and fitness improvement along with growth of interpersonal relationships and connection to the community are the goals. Local, regional and international competitions are a part of the curriculum. Monthly memberships and daily drop-ins available.
Frequency: Several daily workouts available
Times: Before work, lunch-time and weekend morning offerings
Belle Haven: Not available

9. **Team Sheeper Triathlon-Adult Triathlon Program**
Description: Community-based, year-round team that serves introductory to advanced participants. Improving personal skills and fitness along with community connection are the main goals. Monthly membership.
Frequency: A few workouts on daily basis year round
Times: Before work, lunch-times and evenings during the week and morning on weekends
Belle Haven: Not available

10. **Aqua Fit-Adult Water Exercise**
Description: Community based, year-round program that targets the non-swimming fitness seekers including the senior population seeking respite from gravity based land exercises. Cardio-vascular and muscular strength improvement is focused upon. Monthly memberships and daily drop-ins available.
Frequency: Offered daily, excluding Saturday
Times: Early mornings weekdays and Sunday, evenings on Tuesday and Thursday
Belle Haven: Not available

11. Aqua Wellness- Adult Water Therapy

Description: Community based, year-round program that targets individuals who need assistance with range-of-motion in joints, muscular strength and coordination or are in recovery from an illness or surgical procedure. Monthly memberships or daily drop-ins available.
Frequency: 3 mornings per week
Times: Mid to late morning hours
Belle Haven: Not available

12. Menlo Mavens-Women's Water Polo Team

Description: Community based, year-round program that attracts beginners to high level players. The uniqueness of the program serves as a connection point for many women who thrive on interacting with other inspiring and courageous women in the community. The team competes locally, regionally and internationally. Monthly membership and drop-in options available.
Frequency: 2 time per week
Times: Weekday evening and weekend morning
Belle Haven: Annual weekend tournament is hosted at Belle Haven

13. Pro Services-Private Premium Coaching

Description: Personal and tailored premium coaching available for clients who do not fit into our established group structure or for those who want the extra attention from a professional level instructor. Monthly memberships or per session fee available.
Frequency: Daily, year-round
Time: Flexible and available all open hours
Belle Haven: Available during open hours with a highly experienced professional

14. Safety Academy-Lifeguard Certification Courses

Description: Red Cross certified lifeguard classes are instructed by our Red Cross certified instructors for anyone in the community or region who are seeking their Red Cross lifeguarding certification. A 3-day, 30+ hour course that blends on-site learning and on-line learning. Certification class fee.
Frequency: Monthly year-round, and weekly during peak summer months
Times: Friday evenings, and full day Saturdays and Sundays.
Belle Haven: A portion of the classes are conducted at Belle Haven

15. Community Rentals and Clinics

Description: For profit and not for profit community based rentals agreements are entered into throughout the year. An underwater hockey team, a youth swim team (SOLO), a triathlon team (Team in Training) are the year-long agreements. Along with Boy scouts, Cub scouts, Girl Scouts and public and private schools, personal swim clinics. Full pool and individual lane rentals are available
Frequency: Daily, year-round
Time: Various times throughout the year

Belle Haven: Synchronized swimming is the predominant agreement

16. Menlo Boot Camp-Adult Land Based Exercise Classes

Description: Community based, year-round program focused on improving general functional strength and well-being for adults. Strength and endurance exercises are used in a group setting that forms community and purpose for life-long vitality and mobility. Monthly memberships and daily drop-in options available.
Frequency: Weekdays, year-round
Times: Early and mid-morning hours
Belle Haven: Not available

17. Pro Shop-Food and Merchandise

Description: Support of fuel and gear for the community members using the aquatic or surrounding campus at Burgess Park. Low prices on food and merchandise and the high accessibility of the store make it a convenience for staff and participants.
Frequency: Daily, year-round
Times: During all open hours
Belle Haven: Available on a reduced scale.

EXHIBIT D
SOLO SCHEDULE AND TERMS

The SOLO Aquatics swim team ("SOLO") will be able to use Burgess Pool and Belle Haven Pool on the following terms:

a. Lane space will be provided from 4:00 to 5:30 p.m., Monday through Friday, eight (8) lanes in Burgess performance pool September 1st through May 31st.
b. Lane space will be provided from 4:00 to 5:30 p.m., Monday through Friday, four (4) lanes in Burgess performance pool June 1st through August 31st. Additional lanes may be provided at current rental rates during summer if Provider agrees and open swim attendance allows.
c. Rental rate will be $14 per lane hour for the term of the Agreement.
d. SOLO may elect to opt out of any of the hours provided for herein with 30 days notice.
e. SOLO will be billed thirty (30) days in advance and on a monthly basis. Any payment not received by Provider within fifteen (15) days of the due date shall be subject to a late payment penalty of five percent (5%) of the amount due.
f. When the Belle Haven Pool is operational, youth swim team rental shall have the option to use the Belle Haven Pool at agreed upon rates and times.
g. Youth swim team will have access lobby area of the Burgess Pool for marketing purposes to be approved by Provider in advance.
h. SOLO shall provide proof of insurance listing the Provider and City as additional insureds.
i. SOLO shall comply with all of the facilities policies and rules of conduct.
j. SOLO may not allow any other organization or individual to use any of the privileges or services provided by the Provider
k. SOLO is responsible for the control and supervision of all participants in their program.
l. If storage is provided for equipment at the request by SOLO, the Provider is not responsible for any damages or losses to the SOLO's equipment.
m. They City and Provider reserve the right to close the pool(s) at any time for maintenance or any safety reason. Provider will make every attempt to give notice when possible and assist with informing the SOLO and its participants.
n. Provider shall have the right to terminate its agreement with SOLO by written notice to the SOLO for any default or breach of any term or condition herein. SOLO will be provided not less than thirty (30) days notice and opportunity to cure any notice of default. Provider shall provide City with a copy of any notice of default provided to SOLO.

o. City requires a written agreement on a form approved by the City Attorney between the two parties with a copy provided to the City no later than the commencement of the Term of the Agreement between the City and Provider; provided however, Provider shall not be considered in default of the terms and provisions of the Agreement if SOLO has refused to execute a written agreement with Provider on such form approved by the City Attorney.

CITY OF MENLO PARK
TIMELINE-RELATED BACKGROUND INFORMATION
AQUATICS SERVICE AGREEMENT

On March 27, 2018[1], City Council authorized the city manager to execute a professional services agreement with Team Sheeper, Inc. (Provider) to provide aquatics programming at Burgess Pool and Belle Haven Pool. The agreement has been amended several times as necessitated by construction of the Menlo Park Community Campus (MPCC) project and health regulations resulting from the COVID-19 pandemic. Absent any action, Section 3 of the agreement automatically extends the agreement's term for twelve months, through August 31, 2022. No action is required for the Belle Haven pool due to the construction of a new aquatics complex at that site beginning in 2021.

On February 11, 2020[2], City Council approved an agreement amendment with Provider to extend their operation of the Burgess pool through August 31, 2021 and to terminate services at Belle Haven Pool in preparation for construction of the Belle Haven Community Center and Library project (now known as the Menlo Park Community Campus or MPCC project)

On March 11, 2020[3], City Council declared a local emergency closing all City facilities to the public, including Belle Haven pool and Burgess pool, to protect public health and safety during the COVID-19 pandemic.

On June 9, 2020[4], City Council approved an agreement amendment with Provider to update terms and conditions permitting operational modifications and health precautions at both pools to protect public health and comply with health orders made necessary by the COVID-19 pandemic.

On July 28, 2020[5], City Council reviewed a revised timeline for the MPCC project in light of delays caused by the COVID-19 pandemic, which indicated that MPCC construction activity would commence in summer 2021 instead of October 2020 as previously planned.

On August 31, 2020, the agreement's 12-month extension clause was allowed to take effect and the agreement end date was automatically extended through August 31, 2021.

On September 15, 2020[6], City Council authorized the city manager to amend the agreement to extend Provider's services at Belle Haven pool until the agreement expires August 31, 2021, or until MPCC construction commences, whichever occurs first, at which time Provider's services at Belle Haven Pool would cease. The amendment had no effect on the Burgess Pool portion of the agreement.

---

[1] Hyperlink: menlopark.org/DocumentCenter/View/17063
[2] Hyperlink: menlopark.org/DocumentCenter/View/24179/J1-20200211-CC-Team-Sheeper-Agreement-for-Belle-Haven-Pool
[3] Hyperlink: menlopark.org/AgendaCenter/ViewFile/Agenda/_03112020-3409
[4] Hyperlink: menlopark.org/DocumentCenter/View/25287/H8-Amend-Team-Sheeper-agree-pool-reactivation
[5] Hyperlink: menlopark.org/DocumentCenter/View/25806/G2-20200728-CC-Update-Belle-Haven-community-center-and-library-project
[6] Hyperlink: menlopark.org/DocumentCenter/View/26122/D1-20200915-CC-BH-pool-sec-amend-Sheeper

STAFF REPORT

City Council
Meeting Date: 2/9/2021
Staff Report Number: 21-029-CC

Public Hearing: **Adopt Resolution No. 6613 to establish the proposed newsrack permit fees**

Recommendation

Staff recommends that the City Council conduct a public hearing on the proposed newsrack fees and adopt Resolution No. 6613 to establish the proposed newsrack fees (Attachment A.) The proposed fees are based on a low (30 percent) cost recovery for permitting and a full cost recovery for enforcement in order to encourage compliance with permitting requirements.

Policy Issues

Newsrack permit fees are proposed to implement Ordinance No. 1065 adopted by the City Council June 16, 2020 (Attachment B.) According to Government Code 66016, the City must conduct one public hearing before enacting new fees. The hearing allows the City Council to determine whether any stakeholders have objected to the new fees before adopting the final fee resolution. Fees adopted by resolution for matters other than development projects go into effect immediately. The proposed fees follow the City's user fee cost recovery policy (Attachment C.)

Background

Over the past six years, the City has received complaints regarding the proliferation and deterioration of newspaper racks throughout the City, especially in the downtown area. There are generally two types of newsracks used within the City: double-stacked, green pedestal racks and private, branded modular racks. To address a similar issue in the 1980s, publishers along with the Chamber of Commerce collaborated, purchased and installed the majority of green racks, but had no agreement on who would maintain the racks. A number of community meetings and City Council meetings occurred to address the concerns. Staff received direction or City Council took action relevant to newsrack fees at the following meetings.

On March 3, 2018, the City Council directed staff to a take a mid to low-cost recovery approach for permitting fees but a full-cost recovery approach for enforcement. Staff recommended a low recovery fee for permitting as there is an intrinsic value in the service provided by publishers. Low cost recovery would also establish permit fees in line with those of other agencies, ranging from $15 to $172 per location (Attachment D.)

At the June 16, 2020, City Council meeting, the City Council approved Ordinance No. 1065 with a delayed implementation schedule. The newsrack ordinance went into effect January 1, 2021 and establishes a newsrack permit process, standards for maintenance and display of newsracks, size and design standards, standards for placement and location of newsracks and an enforcement mechanism for abandoned or unmaintained newsracks throughout Menlo Park. During the meeting, staff informed the City Council that newsrack fees would be brought back to City Council at a later date.

Analysis

The purpose of this meeting is to conduct the required public hearing mandated by the California Government Code Section 66016. A public notice was published in the Examiner January 22, 2021. The newspaper notice included the time and place of the hearing, a general explanation of the matter being considered, and how to access data showing how fees were calculated.

Proposed newsrack fees

Staff continues to recommend a low recovery fee for permitting as there is an intrinsic value in the service provided by publishers and to encourage compliance. Staff recommends a full cost recovery fee for non-compliance fees such as impoundment and disposal. This approach to cost recovery reflects previous guidance from City Council and requests from distributors and publishers.

Newsrack fees are proposed based on the estimated time to perform tasks by the appropriate staff position (Attachment E.) These fees may be reevaluated during future annual master fee schedule updates. The proposed newsrack fees are listed in Table 1 and are followed by a description of the different fee types. The bolded text in Table 1 represents the proposed fee for each fee type:

Table 1: Proposed newsrack fees			
Fee type	**Full cost recovery**	**Medium (70%)**	**Low (30%)**
New permit	$263	$184	$79
Renewal permit	$174	$122	$52
Appeal	$465	-	-
Impound	Cost + 25%	-	-
Protest	$465	-	-
Disposal	Cost + 25%	-	-

- New permit – A new permit would be issued for newsracks that submit an application, meet all the requirements in the newsrack ordinance, and pay required fees. Initial permits shall be valid until June 30, 2022. Thereafter, permits shall be valid for up to two (2) years, expiring on June 30 of each odd-numbered year. For example, a new or renewal permit assigned between July 1, 2023, to June 30, 2025, will expire June 30, 2027.
- Renewal Permit – Permittees are required to submit a permit renewal application prior to the expiration of a permit. A renewal permit would be issued after staff perform an inspection to ensure the rack continues to be in compliance. Initial permits are required to be renewed before June 30, 2022. These renewed permits will expire June 30, 2025.
- Appeal – If a newsrack permit is denied by the City, the applicant shall have ten (10) days within which to appeal the decision to the city manager or designee.
- Impound – Impounding non-conforming newsracks involves removal, repair of public property, and storage at the City's corporation yard of at least ninety (90) days. The full cost for disposal plus 25 percent for billing and administration would be charged to the owner.
- Protest – A permittee or owner may protest the removal and impoundment of a newsrack within ten (10)

days of notice in accordance with the provisions in the newsrack ordinance.
- Disposal – An impounded newsrack and its contents may be disposed of by the City of Menlo Park after ninety (90) days. The full cost for disposal plus 25 percent for billing and administration will be charged to the owner.

Staff action since the adoption of the newsrack ordinance
The following summarizes actions over the past six months on this topic:
- Staff created an online application using the Accela permit system. On January 7, 2021, the newsrack permit application went "live" on the City's permit and record web portal. Online permit applications will be reviewed to verify compliance with the maintenance standards, size and design standards and the standards for placement. After final inspection, a newsrack permit may be issued.
- Staff created a newsrack webpage on the City website to provide information on the ordinance, permit application and proposed fees (Attachment F.)
- On January 26, staff sent an email notification to all distributers, publishers and other interested parties. The email provided notification of the newsrack ordinance, permit application and public hearing. The email stated, "After April 30, 2021, any non-compliant newsracks without a permit or application on file will be subject to removal." The City granted this "grace" period to give stakeholders at least ninety (90) days to submit newsrack permit applications.
- At the June 16, 2020, meeting, the City Council directed staff to remove abandoned and non-conforming newsracks as soon as possible. Staff had identified two (2) potential racks out of 260 downtown, but a staff vacancy and increased workload within the streets maintenance division due to service reductions and staff availability, caused a delay in the removal of these newsracks. To date, no newsracks have been removed. After April 30, 2021, staff should have a complete picture of all newsracks to be installed, maintained or removed throughout Menlo Park.

Impact on City Resources

Staff resources from community development (planning), public works (engineering and maintenance) and police (code enforcement) will need to be allocated to review permit applications, perform inspections, enforce maintenance standards and remove, impound and dispose of non-conforming newsracks. Staff is not requesting additional resources to complete these tasks at this time, assuming that current resource levels are maintained in each division through fiscal year 2020-21.

Community development (planning)
Newsracks on private property do not require a newsrack permit, but do require design review approval. Staff resources from the planning division will be required to review requests for newsracks placed or maintained on private property. Staff time spent on review may be recovered partially through newsrack fees.

Public works (engineering)
Staff resources from the engineering division will be required to perform newsrack permitting tasks. Staff time spent on these tasks would be recovered partially through fees. These tasks include:
- Intake online permit applications
- Review permit applications
- Coordinate with permittees and owners
- Inspect installed or maintained newsracks
- Provide and affix permit and identifying information stickers

- Resolve appeals and protests
- Conduct an informal hearing, if required.

Public works (maintenance)
Staff resources from the maintenance division will be required to remove newsracks which do not have a permit and are abandoned or no longer in compliance with City standards. Newsracks will be impounded at the corporation yard for at least ninety (90) days. During this period, the newsrack may be recovered by the permittee or owner by paying all fees incurred by the City for removing the newsrack, repairing public property and storing the newsrack.

If the newsrack is not recovered, resources will be needed to dispose of the impounded newsrack. The full cost for the disposal of the newsrack will be billed to the permittee or owner of the newsrack. There is a possibility that the permittee or owner is unable to be contacted or unwilling to pay fees, at which point the City will be unable to recover costs.

Police (code enforcement)
Staff resources from the police division are required to respond to reports of violations of the newsrack ordinance as well as to affix a 10-day removal notice on non-conforming newsracks scheduled for removal. Code enforcement already experiences report backlogs and while newsracks are not expected to produce a relatively large increase in reports following the initial removal of non-compliant and abandoned racks, the ordinance represents an additional workload on the division.

Environmental Review

This action is not a project within the meaning of the California Environmental Quality Act (CEQA) Guidelines §§ 15378 and 15061(b)(3) as it will not result in any direct or indirect physical change in the environment.

Public Notice

To adopt new fees, a public hearing notice was posted in the newspaper, at least 14 days prior to the meeting. Staff also notified publishers and distributors directly with an email about the public hearing, newsrack fees and permit applications. Public notification was also achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting.

Attachments

A. Resolution No. 6613
B. Hyperlink - June 16, 2020, City Council staff report: menlopark.org/DocumentCenter/View/25432/J1-Newsrack-ord
C. Hyperlink – User fee cost recovery policy: menlopark.org/DocumentCenter/View/1492/User-Fee-Cost-Recovery---Fiscal-Policy
D. Newsrack fees from different cities
E. Newsrack fee calculations
F. Hyperlink – Newsrack webpage: menlopark.org/newsracks

Report prepared by:
Scott Jaw, Junior Engineer

Report Reviewed by:
Nikki Nagaya, Public Works Director

RESOLUTION NO. 6613

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MENLO PARK ADOPTING NEW FEES RELATED TO NEWSRACK PERMITS AND ENFORCEMENT OF THE NEWSRACK ORDINANCE

WHEREAS, on June 16, 2020, the City Council adopted Ordinance No. 1065 to establish a newsrack permit process, standards for maintenance and display of newsracks, size and design standards, standards for placement and location of newsracks and an enforcement mechanism for abandoned or unmaintained newsracks throughout Menlo Park; and

WHEREAS, the City Council directed a delayed implementation of Ordinance No. 1065 to be effective January 1, 2021; and

WHEREAS, a public hearing was held on February 9, 2021, on the proposed newsrack fees; and

WHEREAS, the City Council of the City of Menlo Park carefully reviewed and considered and received public comment regarding the proposed newsrack permit and ordinance enforcement fees and determined them to be reasonable; and

WHEREAS, the amount of the proposed newsrack fees shall be established by resolution of the City Council and go into effect immediately; and

NOW, THEREFORE, BE IT RESOLVED, the City of Menlo Park, acting by and through its City Council, having considered and been fully advised in the matter and good cause appearing therefor do hereby adopt the newsrack fees attached hereto as Exhibit A and such fees shall be effective immediately following the adoption of this resolution.

I, Judi A. Herren, City Clerk of Menlo Park, do hereby certify that the above and foregoing City Council Resolution was duly and regularly passed and adopted at a meeting by said City Council on the ninth day of February, 2021, by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Official Seal of said City on this ninth day of February, 2021.

____

Judi A. Herren, City Clerk

EXHIBIT A

Newsrack fees

New Permit	$ 79.00
Renewal Permit	$ 52.00
Appeal	$ 465.00
Impound	Actual Cost + 25% percent for billing and administration
Protest	$ 465.00
Disposal	Actual Cost + 25% percent for billing and administration

Newsrack permit fees for different cities

City	Permit fee	Annual renewal
San Bruno	$40	$40
Los Gatos[1]	$445	$445
San Francisco	$50	$50
LA County	$172	$172
Glendale	$247	$52
Gardena	$33	$33
Manhattan Beach	$150	$30
Carpenteria	$120	$60
Huntington Beach	$50	$15
Pasadena	$90	$90

[1] This is a general depiction of newsrack fees for different cities. Actual fees may vary based on additional fees (inspection, admin, application) and terms (Los Gatos's permit covers all newsracks, discounts for multiple newsracks for one year).

NEWSRACK AND NEWSRACK PERMIT FEES

Public Works
701 Laurel St., Menlo Park, CA 94025
tel 650-330-6740

CITY OF
MENLO PARK

Newsrack ordinance and fees				
Menlo Park's newsrack ordinance, effective January 1, 2021, establishes a newsrack permit process, standards for maintenance and display of newsracks, size and design standards, standards for placement and location of newsracks and an enforcement mechanism for abandoned or unmaintained newsracks. Publishers, distributors or other parties interested in placing or maintaining a newsrack within Menlo Park are required to fill out an online newrack permit application. Per the recommendations from the City Council and staff, a low cost recovery of 30 percent has been identified for permitting fees and full cost recovery of 100 percent for enforcement fees, such as newsrack removal and disposal. The newsrack permit fees are based on the time estimated to perform certain tasks. These fees will be reevaluated during future annual master fee schedule updates. The City will be holding a public hearing February 9, 2021, to determine whether any stakeholders object to the new fees before adopting a fee resolution. The cost components are broken down by: • Engineering technician: The time associated to cover costs including application intake and review, coordination of appeals and protests and communication efforts. • Construction inspector: The time associated to cover costs including newsrack inspection and travel. • Assistant public works director – The time associated to cover costs including reviewing appeals for denied applications, reviewing appeals for nonconforming newsracks, reviewing protests of removed newsracks and, if requested, meetings with stakeholders. • Street maintenance worker: The time associated to cover costs including scheduling, travel, removal, repair and storage. The 2018 user fee study does not assign a total cost for a street maintenance worker's time. The 2008 user fee study assigns a total cost of $96/hr for street maintenance worker and $139/hr for associate engineer. To determine the 2018 equivalent street maintenance worker cost, staff increased the street maintenance worker cost by the percentage increase in associate engineering cost from the 2008 to 2018 user fee studies. • City attorney: The time associated to cover costs including legal review for appeals and protests. • A 3% technology surcharge may be added to permit fees				
New permit costs				
Task	**Staff position**	**Staff cost ($/hr)**	**Time (hr)**	**Total cost**
Application intake	Engineering technician	$105	0.25	$26.25
Application review	Engineering technician	$105	0.75	$78.75
Inspection travel	Construction inspector	$148	0.50	$74.00
Perform inspection	Construction inspector	$148	0.50	$74.00
Total			2.0	$253.00
2 permit stickers = $5*2 = $10 Total new permit fee = $253 + $10 = $263 Low cost recovery (30 percent) = $263 * 0.3 = $79				
Permit renewal costs				
Task	**Staff position**	**Staff cost ($/hr)**	**Time (hr)**	**Total cost**
Application review	Engineering technician	$105	0.50	$52.50
Inspection travel	Construction inspector	$148	0.50	$74.00
Perform inspection	Construction inspector	$148	0.25	$37.00
Total			1.25	$163.50

2 permit stickers = $5 * 2 = $10 Total new permit fee = $163.50 + $10 = $173.50 Low cost recovery (30 percent) = $173.50 * 0.3 = $52				
Appeal – permit denied				
Task	**Staff position**	**Staff cost ($/hr)**	**Time (hr)**	**Total Cost**
Appeal coordination	Engineering technician	$105	0.50	$52.50
Appeal review	Assistant public works director	$287	1.00	$287.00
Legal review	City attorney	$250	0.50	$125.00
Total			2.00	$464.50
Full cost recovery (100 percent) = $465				
Impound fee – remove, repair, store				
Staff recommends full cost recovery for impounding abandoned newsracks. Costs are based on time to remove newsrack, repair damage to public property, storage and travel. The actual cost will be calculated after the newsrack is impounded and billed to the permittee/owner. The minimum charge will be one hour with additional time charged at 0.25 hour intervals. Full cost recovery = Actual costs + 25 percent for billing and admin				
Removal protest				
Task	**Staff position**	**Staff cost ($/hr)**	**Time (hr)**	**Total Cost**
Appeal coordination	Engineering technician	$105	0.50	$52.50
Appeal review	Assistant public works director	$287	1.00	$287.00
Legal review	City attorney	$250	0.50	$125.00
Total			2.00	$464.50
Full cost recovery (100 percent) = $465				
Disposal				
The City of Menlo Park may dispose of an impounded newsrack if the permittee/owner does not claim the newsrack and pay any required fees within 90 days of its removal. The permittee/owner will be billed for the full cost for disposal of the newsrack plus 25 percent for billing and administration. Full cost recovery = actual costs + 25 percent for billing and admin				
Newsrack fee summary				

Description	**Cost recovery (%)**		
	30%	**70%**	**100%**
New permit	$79.00	$184.00	$263.00
Permit renewal	$52.00	$121.50	$173.50
Appeal / protest	-	-	$465.00
Impound	Actual cost + 25 percent for billing and administration		
Disposal	Actual cost + 25 percent for billing and administration		

PUBLIC HEARING TO ADOPT PROPOSED NEWSRACK PERMIT FEES

City Council Meeting – February 9, 2021

OBJECTIVES

- Conduct a public hearing on the proposed newsrack permit fees
- Adopt Resolution No. 6613 to establish newsrack permit fees

BACKGROUND

- 1980s – Installed green racks, no maintenance agreement
- October 25, 2017 – Community meeting
- December 5, 2017 – Council gave direction for staff to draft an ordinance
- March 3, 2018 – Newsrack ordinance was introduced
- June 16, 2020 – Newsrack ordinance was adopted with a delayed implementation
- January 1, 2021 – Ordinance effective date

CITY OF MENLO PARK

PROPOSED NEWSRACK FEES

- Newsrack fees are based on the estimated time to perform tasks by the appropriate staff position (Attachment E)
- Staff recommend low cost recovery for permitting fees and full cost recovery for non-compliance fees

Fee type	Full cost recovery	Medium (70%)	Low (30%)
New permit	$263	$184	**$79**
Renewal permit	$174	$122	**$52**
Appeal / Protest	**$465**	-	-
Impound	**Cost + 25%**	-	-
Disposal	**Cost + 25%**	-	-

RECENT FEEDBACK ON FEES

- For a two-year permit, fees are a little high but overall seem fair. Compared to San Francisco which is $50 per year but San Francisco will provide maintenance of permitted newsracks
- Most cities in our area do not charge a fee for newsrack permits. A permit fee of $79 per rack would be a huge hit to local newspapers at a time when they are struggling to survive. Requests that Council consider suspending fees for at least a year.

GENERAL UPDATES

- April 30th, end of grace period given to all existing newsracks to meet compliance standards and submit permit applications
- Removal of “abandoned” newsracks
  - No newsracks have been removed
  - After April 30th, staff will have a complete picture of all the newsracks in Menlo Park

REQUESTED COUNCIL ACTION

- Conduct a public hearing on the proposed newsrack permit fees
- Adopt Resolution No. 6613 to establish newsrack permit fees

CITY OF MENLO PARK

THANK YOU

CITY OF MENLO PARK

STAFF REPORT

City Council
Meeting Date: **2/9/2021**
Staff Report Number: **21-020-CC**

Regular Business: **Receive and file report on labor relations and receive public input on upcoming labor negotiations with American Federation of State, County and Municipal Employees Local 829, Service Employees International Union Local 521, and Menlo Park Police Officers' Association**

Recommendation

Receive and file report on employee compensation and receive public input on upcoming labor negotiations with American Federation of State, County, and Municipal Employees Local 829 (AFSCME), Service Employees International Union Local 521 (SEIU), and Menlo Park Police Officers' Association (POA.)

Policy Issues

This report is prepared in accordance with City Council Procedure #CC-11-0001, public input and outreach regarding labor negotiations.

Background

The collective bargaining agreements for non-sworn supervisors (AFSCME) and non-sworn frontline personnel (SEIU) both have original terms of October 1, 2017, through June 30, 2020, and subsequently extended to expire June 30, 2021. The extension added the California State Disability Insurance (SDI) benefit for the bargaining unit members and modified the long-term disability program to coordinate with SDI. Both AFSCME and SEIU agreed to defer their July 2020 inflation-based across-the-board wage increase at the City's request due to the financial uncertainty resulting from the COVID-19 pandemic.

The collective bargaining agreement for police officers and police recruits (POA) has a term of January 30, 2019 through August 31, 2021.

Analysis

This report transmits personnel and process information to members of the City Council, the subject bargaining units, and the public to inform upcoming labor negotiations with AFSCME, SEIU and POA. If the parties cannot agree on a successor agreement, the terms of the existing agreement remain until successful negotiation of a successor agreement.

Labor contract negotiations are governed by the Meyers-Milias-Brown Act (MMBA), Government Code section 3500. MMBA requires that local agencies meet and confer in good faith regarding wages, hours, and other terms and conditions of employment with representatives of recognized collective bargaining units. MMBA further requires that the City fully consider proposals made by collective bargaining unit representatives before arriving at a determination of policy or course of action.

Negotiable items with direct costs

Table 1 provides baseline personnel expense categories for all employee groups to quantify the financial impacts of desired changes by either negotiating party. While the PSA agreement expires in 2022, Section 2.1 of the PSA collective bargaining agreement provides a fixed differential between base pay in POA and PSA personnel. If base pay increases for POA, PSA receives an automatic increase. All items are negotiable.

Table 1: 2020-21 baseline personnel costs by group

Group	Base pay	Special pays	Allowances	Retirement	Health and Welfare	Other fringe benefits	Total
Represented non-sworn personnel							
SEIU	11,301,921	n/a	n/a	2,571,133	2,791,863	721,605	17,386,522
AFSCME	4,262,827	n/a	n/a	796,797	787,844	223,549	6,071,017
Subtotal	15,564,748	-	-	3,367,930	3,579,707	945,154	23,457,539
Represented sworn personnel							
POA	4,153,235	448,830	33,280	1,995,796	588,808	216,047	7,435,996
PSA*	1,446,568	218,593	9,360	978,827	189,908	77,923	2,921,179
Subtotal	5,599,803	667,423	42,640	2,974,623	778,716	293,970	10,357,175
Unrepresented							
Confidential	582,303	n/a	n/a	113,792	145,296	25,558	866,949
Management**	4,009,524	n/a	124,280	784,227	715,820	221,904	5,855,755
Subtotal	4,591,827	-	124,280	898,019	861,116	247,462	6,722,704
Grant total	**25,756,378**	**667,423**	**166,920**	**7,240,572**	**5,219,539**	**1,486,586**	**40,537,418**

*PSA contract expires June 30, 2022; salary increases provided to POA automatically impact PSA wages under current PSA agreement

**Management includes sworn and non-sworn personnel; recruitment and retention bonus program suspended in 2020-21

Attachment A contain detailed expenditure breakdowns for all employee groups. Attachments H and I provide web links to labor agreements, a benefit plan summary, and salary schedule for all employees. The following defines the elements of each column above.

Base pay. Base pay is the pensionable wage for all budgeted full-time equivalent (FTE) personnel, filled or vacant. Full-time equivalent is defined as one individual working 40 hours per week or receiving a flat salary. A position scheduled to work less than 40 hours per week is shown as a fraction of 1.0. For example, a position scheduled to work 30 hours per week is considered 0.75 FTE. Temporary employees, employees working fewer than 20 hours per week or 960 hours per year, only receive benefits mandated by State or Federal law.

Special pays. The City provides special pay to POA and PSA personnel that are added to pensionable wages. Examples include longevity, shift differentials, and Police Officer Standards and Training (POST) certification.

Allowances. Allowances are not pensionable wages and are provided to offset employee costs incurred in the exercise in their duties. Example allowances include maintaining uniforms for police officers and transportation allowance for unrepresented management personnel instead of maintaining a dedicated city vehicle for their use.

Retirement. Retirement includes CalPERS costs incurred by the employer for the defined benefit pension plan. All regular employees represented, or unrepresented are enrolled in CalPERS per California Public Employees' Retirement Law Chapter 3 Article 1, and do not earn Social Security credits while working for Menlo Park. Retirement costs also include matching deferred compensation funds. Web links to the most current pension actuarial reports are available in Attachments B through E. The "miscellaneous plan" applies to all non-sworn personnel, blending Tiers 1, 2 and PEPRA, and is large enough to require a discrete plan due to the number of active and retired members. The three plans titled "safety plan" are segmented based on benefit level and are pooled with similar small employers offering the same benefit to sworn personnel.

Health and welfare. Health and welfare primarily reflect cafeteria plan contribution for employees to select a medical insurance plan offered by the Public Employee's Medical and Hospital Care Act (PEMHCA), administered by CalPERS. In addition to medical, this column also includes City-paid dental and vision coverages for eligible employees and their dependents. Historical medical premium information for single only coverage is provided in Attachment F.

Other fringe benefits. Other fringe benefits include life insurance, accidental death and dismemberment (AD&D) insurance, Medicare and workers' compensation insurance.

Attachment A contains detailed expenditure breakdowns for each of the bargaining units subject to this report. Of particular note are the cost differentials between the various pension tiers. As a result of Measure L, the City amended its contracts with CalPERS to provide a lower pension benefit to employees hired after a certain date (Tier 2.) Statewide changes in CalPERS also took effect January 1, 2013, to introduce a further decrease in pension benefits for "New" employees hired on or after the effective date. "New" refers to the employee's tenure in CalPERS instead of their tenure with an organization. The "New" employees subject to this lower benefit are referred to as PEPRA (Public Employee Pension Reform Act) employees or, at times, Tier 3 employees. Attachment G provides a weblink to CalPERS' webpage on PEPRA.

Negotiable items with indirect costs
In addition to the direct costs outlined above, indirect costs items are also open to negotiation. Either side

may seek changes in other factors subject to MMBA, such as paid-time-off, tools and equipment, employee engagement and retention efforts, and professional development opportunities.

Preliminary five-year forecast

The 2020-21 budget is balanced, and City Council has approved several midyear adjustments recommended by City staff. Attachment J transmits a memorandum with an initial overview of revenue over the next five years. The forecast is preliminary and will update as new information emerges.

Roles during labor contract negotiations

The following provides an overview of major roles in the process to promote understanding of the labor contract negotiation process:

City Council. The City Council designates the City's chief negotiator, authorizes the city's initial bargaining position, considers proposals made by collective bargaining unit representatives through the chief negotiator, and ultimately approves a successor agreement. City Council receives data, analysis, and recommendations from the city manager and designated City staff. City Council Procedure #CC-11-0001, establishes early release requirements for all matters about labor negotiations. Other than approving the successor agreement, the City Council may elect to hold all labor negotiations discussions in closed session.

Chief negotiator. The City retains labor attorney Charles Sakai from Sloan Sakai to advise on personnel matters, including on all issues under MMBA including chief negotiator during labor agreement discussions. Mr. Sakai prepares all proposals, counter-proposals, and tentative agreements and is authorized to execute tentative agreements consistent with negotiating authority granted by City Council. Mr. Sakai also consults the city manager, or designee, on workplace impacts of proposals, counter-proposals and tentative agreements.

City manager. The city manager is responsible for the efficient administration of all city services, and administration of the City Council approved budget. In the negotiations process, the city manager advises City Council and the chief negotiator on management matters subject to MMBA. The city manager also advises on recruitment and retention tools, employee engagement, and emerging trends in regional workforce management. The city manager designates city staff to support the chief negotiator.

Designated city staff. Labor negotiations can be a time-intensive process requiring significant preparation, coordination, analysis and follow-up work. The city manager will assign the assistant city manager, human resources manager, and two management analysts to support the process. To the greatest extent possible, information about labor negotiations is limited to individuals authorized by the city manager such as how a proposal might impact operations.

Collective bargaining unit's chief negotiator. Each bargaining unit identifies a chief negotiator. The City's negotiating team commits to communicating only with the bargaining unit's chief negotiator unless otherwise authorized by the bargaining unit's chief negotiator.

Collective bargaining unit negotiating team. Each bargaining unit identifies a negotiating team of active city employees to advise their collective bargaining unit's chief negotiator through the labor contract negotiations process. The negotiating team typically meets amongst itself and is also present during all negotiation meetings.

Negotiations calendar and process

City management will provide City Council with its recommended bargaining position by unit and strategy at their February 23 closed session. Time on the City Council's tentative agenda is reserved for each regular meeting after that to ensure City Council agenda capacity for labor negotiation conversations.

City Council will provide the city negotiator with direction to engage the units under the MMBA requirement to negotiate success agreements with recognized employee groups. The first meeting between the two parties typically includes:

- Introductions
- Ground rules for negotiations
- Future meetings and time constraints
- Discussion of material contained in this report
- Discussion of any additional information requests from the bargaining unit
- Preliminary discussion of interest areas on both sides

At their March 9 closed session, the City's chief negotiator will provide the City Council with a negotiation strategy and initial bargaining authority recommendation. The chief negotiator will brief the City Council in closed session as necessary after that.

The following calendar identifies key dates that impact negotiation of successor agreements before the expiration of current agreements.

- January 25 – City staff release report on negotiations with AFSCME, POA and SEIU bargaining units.
- February 9 – Members of the public offer their input on the City's negotiations position for City Council consideration.
- February 23 – City Council meets in closed session, confirms negotiating teams, and provides initial bargaining authority to chief negotiator
- March 1 – May 28 –City and AFSCME, City and SEIU negotiate successor agreement
- March 1 – July 14 – City and POA negotiations on successor agreement
- June 1 – Deadline for SEIU and/or AFSCME membership to ratify tentative successor agreement for effective date of July 1, 2021
- June 7 – Early staff report release for ratified tentative successor agreement, AFSCME and/or SEIU
- June 24 – Public meeting for City Council consider ratification of a successor agreement with AFSCME and/or SEIU effective July 1
- August 3 – Deadline POA membership to ratify tentative successor agreement for effective date of September 1
- August 9 - Early staff report release for ratified tentative successor agreement, POA
- August 24 – Public meeting for City Council consider ratification of a successor agreement with POA effective September 1

Resources available to City Councilmembers

City staff purchased copies of Liebert Cassidy Whitmore's "Labor relations: the meet and confer process" for City Councilmembers and transmitted those copies offline. Copyright restrictions prevent the City from posting the workbook online as part of the City Council packet. Members of the public can purchase a copy at Attachment E. City Councilmembers may also enroll in LCW's February 2 "Introduction to Labor Negotiations for Elected Officials" webinar from 10 a.m. to 11:20 a.m.

Impact on City Resources

There are no impacts on City resources as a result of receiving input on this issue. The cost of negotiating each contract is estimated at approximately $30,000 inclusive of the chief negotiator's fees and internal staff time. Additional consulting services may be required depending on the scope of negotiation. City Council will meet in closed session to provide direction to the City's negotiating team. The negotiators will meet and confer with the AFSCME, POA, and SEIU negotiation teams to reach tentative agreements before the expiration of the current agreements. Once a tentative successor agreement is ready for City Council ratification, the fiscal impact of that tentative agreement will be released 15-days before the City Council vote at a public meeting.

Environmental Review

This action is not a project within the meaning of the California Environmental Quality Act (CEQA) Guidelines §§ 15378 and 15061(b)(3) as it will not result in any direct or indirect physical change in the environment.

Public Notice

Public Notification was achieved by posting the report 15 days prior to the City Council meeting of February 9, 2021.

Attachments

A. 2020-21 baseline expenditures costs by employee group
B. Hyperlink – City of Menlo Park miscellaneous plan CalPERS actuarial valuation report as of June 30, 2019: calpers.ca.gov/docs/actuarial-reports/2019/menlo-park-city-miscellaneous-2019.pdf
C. Hyperlink – City of Menlo Park safety plan Tier 1 CalPERS actuarial valuation report as of June 30, 2019: calpers.ca.gov/docs/actuarial-reports/2019/menlo-park-city-safety-2019.pdf
D. Hyperlink – City of Menlo Park safety plan Tier 2 CalPERS actuarial valuation report as of June 30, 2019: calpers.ca.gov/docs/actuarial-reports/2019/menlo-park-city-safety-police-second-tier-2019.pdf
E. Hyperlink – City of Menlo Park safety plan PEPRA CalPERS actuarial valuation report as of June 30, 2019: calpers.ca.gov/docs/actuarial-reports/2019/menlo-park-city-pepra-safety-police-2019.pdf
F. Hyperlink – 2020 and historical CalPERS medical premiums compiled by Bartel & Associates: bartel-associates.com/resources/pemhca-cerbt/2019/06/20/2020-and-historical-calpers-medical-premiums
G. Hyperlink – Public Employees' Pension Reform Act: calpers.ca.gov/page/about/laws-legislation-regulations/public-employees-pension-reform-act
H. Hyperlink – City of Menlo Park labor agreements: menlopark.org/388/Labor-agreements
I. Hyperlink – City of Menlo Park salary schedule effective 11/22/2020: menlopark.org/DocumentCenter/View/26235/Menlo-Park-Salary-Schedule-20201122?bidId
J. Memorandum: "Five-year general fund revenue forecast" dated 1/25/2021

K. Hyperlink – Liebert Cassidy Whitmore's "Labor relations: the meet and confer process": liebertlibrary.com/liebert-store/labor-relations/labor-relations-the-meet-and-confer-process/
L. Supplemental memorandum to Staff Report #21-020-CC
M. Hyperlink – Benefits summary by bargaining unit: https://www.menlopark.org/DocumentCenter/View/24232/HR-Benefit-Summary-2020

Report prepared by:
Barbara Tong, Management Analyst I
Kristen Middleton, Management Analyst II
Theresa DellaSanta, Human Resources Manager
Dan Jacobson, Assistant Administrative Services Director
Nick Pegueros, Assistant City Manager

Unit	Unrep

Row Labels	Baseline 2020
Salary	**4,009,524**
Schedule Pay	4,009,524
COLA Unrep	
Allowances	**124,280**
Unrep - Auto allowance	121,160
POA/PSA - Uniform Allowance	3,120
Retirement	**784,227**
PERS - Misc AFSCME Tier 1 (2.7%@55)	156,360
PERS - Misc AFSCME Tier 2 (2@60)	171,761
PERS - Misc AFSCME Tier 3 (PEPRA 2%@62)	31,937
PERS - Safety Unrep Tier 1 (3%@50)	45,839
PERS - Safety Unrep Tier 2 (3%@55)	43,765
PERS - Safety Unrep Tier 3 (PEPRA 2.7%@57)	19,768
AFSCME - Cost Share Tier 1	(51,241)
AFSCME - Cost Share Tier 2	(72,649)
AFSCME - Cost Share Tier 3 PEPRA	(21,949)
Safety Unrep - Cost Share Tier 1	(10,506)
Safety Unrep - Cost Share Tier 2	(11,536)
UAL - Misc	295,568
UAL - Safety Tier 1	79,410
UAL - Safety Tier 2	2,452
UAL - Safety Tier 3	649
Unrep - Deferred compensation match	104,599
Healthcare	**715,820**
Medical - Unrep	658,320
Dental & Vision	57,500
Other benefits and expenses	**221,904**
Basic AD&D	2,526
Basic Dependent Life	146
Basic Life	10,393
LTD	13,569
Medicare	61,937
Unrep - Educational Reimbursement	33,120
Workers Comp - Clerical	3,835
Workers Comp - Maintenance	68,315
Workers Comp - Other	12,146
Workers Comp - Sworn Police	15,917
Grand Total	**5,855,755**

Unit	AFSCME

Row Labels	Baseline 2020
Salary	**4,262,827**
Schedule Pay	4,259,396
COLA AFSCME	3,431
Retirement	**796,797**
PERS - Misc AFSCME Tier 1 (2.7%@55)	282,861
PERS - Misc AFSCME Tier 2 (2@60)	53,555
PERS - Misc AFSCME Tier 3 (PEPRA 2%@62)	110,105
AFSCME - Cost Share Tier 1	(92,696)
AFSCME - Cost Share Tier 2	(22,652)
AFSCME - Cost Share Tier 3 PEPRA	(66,398)
UAL - Misc	532,022
Healthcare	**787,844**
Medical - AFSCME/Conf	707,844
Dental & Vision	80,000
Other benefits and expenses	**223,549**
Basic AD&D	2,686
Basic Dependent Life	229
Basic Life	11,049
LTD	14,426
Medicare	61,811
Workers Comp - Clerical	2,593
Workers Comp - Maintenance	112,842
Workers Comp - Other	17,914
Grand Total	**6,071,017**

Unit	Confidential

Row Labels	Baseline 2020
Salary	**582,303**
Schedule Pay	581,834
COLA Confidential	469
Retirement	**113,792**
PERS - Misc AFSCME Tier 2 (2@60)	29,399
PERS - Misc AFSCME Tier 3 (PEPRA 2%@62)	20,549
AFSCME - Cost Share Tier 2	(12,435)
AFSCME - Cost Share Tier 3 PEPRA	(12,392)
UAL - Misc	88,670
Healthcare	**145,296**
Medical - AFSCME/Conf	130,296
Dental & Vision	15,000
Other benefits and expenses	**25,559**
Basic AD&D	367
Basic Dependent Life	38
Basic Life	1,509
LTD	1,971
Medicare	8,443
Workers Comp - Clerical	874
Workers Comp - Maintenance	12,357
Grand Total	**866,949**

Unit	SEIU

Row Labels	Baseline 2020
Salary	**11,301,921**
Schedule Pay	11,292,824
COLA SEIU	9,097
Retirement	**2,571,133**
PERS - Misc SEIU Tier 1 (2.7%@55)	508,248
PERS - Misc SEIU Tier 2 (2@60)	128,938
PERS - Misc SEIU Tier 3 (PEPRA 2%@62)	432,414
SEIU - Cost Share Tier 1	(191,032)
SEIU - Cost Share Tier 2	(62,550)
SEIU - Cost Share Tier 3 PEPRA	(299,081)
UAL - Misc	2,054,197
Healthcare	**2,791,863**
Medical - SEIU	2,495,613
Dental & Vision	296,250
Other benefits and expenses	**721,605**
Basic AD&D	7,120
Basic Dependent Life	884
Basic Life	29,295
LTD	38,248
Medicare	163,878
Workers Comp - Clerical	4,749
Workers Comp - Maintenance	451,826
Workers Comp - Other	25,606
Grand Total	**17,386,522**

Unit	PSA

Row Labels	Baseline 2020
Salary	**1,446,568**
Schedule Pay	1,446,568
COLA PSA	
Special Pays	**218,593**
POA/PSA - POST Advanced	129,767
POA/PSA - POST Intermediate	7,445
Longevity - POA/PSA	74,420
POA - Night Shift Differential	6,960
Allowances	**9,360**
POA/PSA - Uniform Allowance	9,360
Retirement	**978,827**
PERS - Safety POA Tier 1 (3%@50)	358,954
PERS - Safety POA Tier 2 (3%@55)	32,377
Safety - Cost Share Tier 1	(45,514)
Safety - Cost Share Tier 2	(4,722)
UAL - Safety Tier 1	635,280
UAL - Safety Tier 2	2,452
Healthcare	**189,908**
Medical - PSA	169,908
Dental & Vision	20,000
Other benefits and expenses	**77,923**
Basic AD&D	958
Basic Dependent Life	57
Basic Life	3,942
LTD	5,147
Medicare	24,281
Workers Comp - Sworn Police	43,538
Grand Total	**2,921,179**

Unit	POA

Row Labels	Baseline 2020
Salary	**4,153,235**
Schedule Pay	4,153,235
COLA POA	
Special Pays	**448,830**
POA/PSA - POST Advanced	228,024
POA/PSA - POST Intermediate	25,706
Longevity - POA/PSA	102,164
POA - Night Shift Differential	32,672
POA - Specialty Assignment Pay	60,264
Allowances	**33,280**
POA/PSA - Uniform Allowance	33,280
Retirement	**1,995,796**
PERS - Safety POA Tier 1 (3%@50)	566,357
PERS - Safety POA Tier 2 (3%@55)	56,912
PERS - Safety POA Tier 3 (PEPRA 2.7%@57)	256,310
Safety - Cost Share Tier 1	(71,812)
Safety - Cost Share Tier 2	(8,299)
Safety - Cost Share Tier 3 PEPRA	(9,451)
UAL - Safety Tier 1	1,191,149
UAL - Safety Tier 2	4,903
UAL - Safety Tier 3	9,728
Healthcare	**588,808**
Medical - POA	518,808
Dental & Vision	70,000
Other benefits and expenses	**216,047**
Basic AD&D	2,681
Basic Dependent Life	204
Basic Life	11,030
LTD	14,401
Medicare	67,213
Workers Comp - Sworn Police	120,519
Grand Total	**7,435,996**

MEMORANDUM

Date: 1/25/2021
To: Starla Jerome-Robinson, City Manager
From: Dan Jacobson, Assistant Administrative Services Director
Re: Five-year General Fund revenue forecast

To support City Council's decision making in goal setting, labor negotiations, and budget preparation, staff has prepared a five-year General Fund revenue forecast to use as a baseline. The near- and long-term forecast had been prepared with a stochastic model in prior years; however, the unprecedented impact of the public health emergency and pursuant economic impacts have introduced sufficient uncertainty that such an approach requires more information than is reasonably available. As such, the five-year forecast relies on historical performance with the closest practical analog. The forecast uses the fiscal year 2020-21 amended budget as a baseline and provides estimates through fiscal year 2025-26.

Assumptions and estimates
The most recent recession experienced by the Bay Area was that of the post-2007 housing crisis and ensuing "Great Recession" effects. The City of Menlo Park was not immune to the effects and did see substantial changes in a variety of revenue categories. While the public health emergency stemming from the novel coronavirus and COVID-19 illness are fundamentally different, staff believes that the Great Recession provides an illustrative baseline. Given the structural differences between a financial-based recession and public health-based recession, staff believes that the prepared forecast is a conservative estimate and that there is a reasonable but unreliable expectation of a faster rebound.

In order to provide reasonable comparability with historical values, the revenue categories listed are those used in the City's financial statements, the Comprehensive Annual Financial Reports (CAFRs). Given the uncertainty of the ongoing crisis, the forecast is presented with two potential outcomes in order to provide some sensitivity to different cases. The first, Table 1, models a similar recovery while the second, Table 2, uses median post-Great Recession changes throughout the forecast. In addition, revenue categories with notable components are described in greater detail below.

Table 1: Five-year General Fund revenue forecast, historical analog						
	Fiscal year					
Revenue category	**2020-21 amended**	**2021-22 estimate**	**2022-23 estimate**	**2023-24 estimate**	**2024-25 estimate**	**2025-26 estimate**
Taxes						
Secured property tax	28,214,354	29,674,402	30,071,706	31,056,234	37,634,954	35,675,459
Unsecured property tax	685,768	840,057	699,778	720,537	624,771	684,538
Other property taxes	1,418,871	1,719,257	2,251,197	2,367,208	2,158,517	2,831,782
Sales taxes	5,294,432	4,241,038	4,618,011	4,579,648	4,661,056	4,969,863
Other taxes	9,951,438	11,776,140	13,076,131	14,381,965	15,751,098	17,815,790
Licenses and permits	2,250,000	2,167,041	2,563,412	2,916,322	3,519,339	4,575,383
Fines and forfeitures	100,000	93,036	86,197	96,518	90,272	113,332
Use of money and property	2,476,696	1,203,651	816,249	1,079,324	805,320	970,495
Intergovernmental	1,134,239	1,124,353	1,208,171	718,891	537,790	551,350
Charges for services	8,863,033	9,953,605	10,022,775	12,882,503	13,541,679	14,675,106
Other	44,200	47,150	28,964	24,862	20,345	23,622
Total	**60,433,031**	**62,839,731**	**65,442,590**	**70,824,013**	**79,345,140**	**82,886,719**

Table 2: Five-year General Fund revenue forecast, median historical						
	Fiscal year					
Revenue category	2020-21 amended	2021-22 estimate	2022-23 estimate	2023-24 estimate	2024-25 estimate	2025-26 estimate
Taxes						
Secured property tax	28,214,354	29,138,074	30,092,036	31,077,229	32,094,678	33,145,437
Unsecured property tax	685,768	706,112	727,059	748,628	770,836	793,703
Other property taxes	1,418,871	1,719,257	2,083,237	2,524,274	3,058,682	3,706,229
Sales taxes	5,294,432	5,388,546	5,484,334	5,581,824	5,681,047	5,782,034
Other taxes	9,951,438	11,049,996	12,269,826	13,624,316	15,128,330	16,798,375
Licenses and permits	2,250,000	2,661,545	3,148,365	3,724,228	4,405,423	5,211,213
Fines and forfeitures	100,000	93,529	87,476	81,816	76,521	71,569
Use of money and property	2,476,696	1,847,946	1,378,815	1,028,780	767,608	572,738
Intergovernmental	1,134,239	1,124,353	1,114,553	1,104,838	1,095,208	1,085,662
Charges for services	8,863,033	9,604,861	10,408,780	11,279,986	12,224,112	13,247,259
Other	44,200	37,940	32,567	27,954	23,995	20,597
Total	**60,433,031**	**63,372,159**	**66,827,047**	**70,803,874**	**75,326,440**	**80,434,817**

Property taxes
Historically a very stable revenue source, the cadence of property assessments results in this revenue category experiencing a lagging effect in actual collections, primarily due to appeals and Proposition 8 temporarily lowered valuations. Staff expects that this revenue category will behave similarly to the Great Recession, with a five-year average growth rate of 5.15 percent and median growth rate of 3.27 percent.

Sales taxes
Expected to be one of the most immediately impacted revenue categories, sales tax is expected to continue its year-over-year decline in fiscal year 2021-22, then begin a slow recovery thereafter. Given the flat trajectory of this revenue category in recent years, this category is not expected to substantially change within the five-year forecast.

Other taxes
This category includes utility users' tax, franchise fees, business license taxes, and, most notably, transient occupancy or hotel taxes. This category experienced a quick rebound following the previous recession and the expectation remains that it will return to pre-pandemic amounts within two to three fiscal years.

Transient Occupancy Taxes (TOT or hotel tax)

The City authorized TOT deferrals for five operators for the third quarter of fiscal year 2019-20 (January-March) and four operators in the fourth quarter of fiscal year 2019-20 (April-June). One of the original five was non-operational in the fourth quarter.

All deferred payments were collected on time and were paid in full.

Actual collections and comparison to prior years for the most recently completed financial quarters are shown in Table 3.

Table 3: Transient Occupancy Tax collections

Period	Current amount	Prior year amount	Percent of prior year
Q3 FY 2019-20 (January – March)	2,017,000	2,512,454	80%
Q4 FY 2019-20 (April – June)	142,000	2,946,654	5%
Q1 FY 2020-21 (July – September)	592,000	2,643,204	22%
Total	**2,751,000**	**8,102,312**	

At this time, due to substantial continued uncertainty but having started vaccine deployment, there is insufficient information to substantially modify TOT expectations in the current or future fiscal years from historical performance.

Licenses and permits
Consisting primarily of development-related revenues, there is no indication that this category will experience a substantially different trajectory than historical performance. Of note, this category included business license taxes in many CAFRs, but that category has since been reassigned to taxes.

Intergovernmental revenues
One of the categories with the greatest near-term uncertainty, intergovernmental revenues may be substantially different depending on the status of any State or Federal stimulus measures. The fiscal year 2020-21 numbers have been altered to remove CARES Act money under the assumption that it is a one-time source and is not structural.

Charges for services
Another category with substantial uncertainty, charges for services depend heavily upon the successful deployment of a vaccine and reactivation of services such as recreation. In addition, this category may be materially affected by any change to the City Council's desired fee structure, which has historically strived for full cost recovery.

<u>Expected outlook</u>
Despite the rapid decline in expected revenues starting in fiscal year 2019-20 and continuing through fiscal year 2020-21, the development and deployment of several vaccines does signal a likely end to the public health crisis despite the uncertainty

around timing. Staff expects the City’s General Fund revenues to match the historical high experienced in fiscal year 2018-19 by approximately fiscal year 2023-24.

CITY OF MENLO PARK

MEMORANDUM

Date: **2/9/2021**
To: **Mayor Combs and Members of the City Council**
From: **Nick Pegueros, Assistant City Manager**
Re: **Supplemental information to Staff Report No. 21-020-CC**

After the issuance of Staff Report No. 21-020-CC, City staff received requests for additional information relevant to upcoming labor negotiations with employee bargaining units represented by AFSCME, POA, and SEIU.

Cost of labor contracts
AFSCME and SEIU contracts expire on June 30, 2021. The POA contract expires on August 31, 2021. The estimated cost to negotiate successor contract is $30,000 per contract. Total estimated cost is $90,000 (AFSCME, POA, and SEIU) and are generally the same regardless of the actual contract term.

Authorized FTEs by employee group (all employees)
Table 1 provides the authorized full-time equivalent (FTE) personnel by employee group. Temporary personnel are not included in authorized FTEs.

Table 1: Authorized staffing levels by unit

Unit	Authorized	Filled	Vacant
AFSCME	38.00	36.00	2.00
Confidential	6.00	6.00	0.00
SEIU	131.75	125.25	6.50
POA	32.00	31.00	1.00
PSA	9.00	9.00	0.00
Management	23.00	21.00	2.00
City Council	5.00	5.00	0.00
Total	**244.75**	**233.25**	**11.50**

<u>5-year forecast</u>
Table 2 provides the forecast assumptions used for General Fund revenue forecasts. Personnel wages and benefits are the single largest expenditure and subject to negotiations. The second largest expenditure category is investment in capital improvements, mostly funded by funds other than the General Fund.

Table 2: General Fund revenue forecast assumptions
Follows post-Great Recession trend (2009-2014)

Category	Median annual change	Average annual change
Taxes		
Secured property tax	3.27%	5.15%
Unsecured property tax	2.97%	1.01%
Other property taxes	21.17%	15.93%
Sales taxes	1.78%	-0.69%
Transient Occupancy Tax	19.78%	25.89%
Other taxes	1.40%	2.55%
Licenses and permits[1]	18.29%	15.81%
Fines and forfeitures[2]	-6.47%	3.35%
Use of money and property	-25.39%	-11.25%
Intergovernmental[3]	-0.87%	-11.32%
Charges for services[4]	8.37%	11.00%
Other	-14.16%	-9.62%
Weighted totals	**6.53%**	**5.29%**

[1] Business license tax moved to "other taxes"
[2] No red light photo enforcement
[3] CARES Act removed from base
[4] Dependent on fee schedule, services offered

<u>Inflation calculation</u>

The City has historically measured inflation for budgeting purposes using the annual change in the Bureau of Labor Statistic's Consumer Price Index (CPI-U) as measured from February to February. CPI-U is reported in even numbered months and February is last CPI-U reported prior to completion of the annual budget. Table 3 provides historical CPI-U, inclusive of the Great Recession.

Table 3: Historical CPI-U, February-February

Calendar year	Index	Percent change
2009	222.17	1.16%
2010	226.15	1.79%
2011	229.98	1.70%
2012	236.88	3.00%
2013	242.68	2.45%
2014	248.62	2.45%
2015	254.91	2.53%
2016	262.60	3.02%
2017	271.63	3.44%
2018	281.31	3.56%
2019	291.23	3.53%
2020	299.69	2.91%
Compounded average annual growth rate		**2.76%**

STAFF REPORT

City Council
Meeting Date: 2/9/2021
Staff Report Number: 21-021-CC

Regular Business: **Receive and file report on labor relations and receive public input on unrepresented management compensation plan review**

Recommendation

Receive and file report on employee compensation and receive public input on unrepresented management compensation plan review.

Policy Issues

This report is prepared in accordance with City Council Procedure #CC-11-0001, Public Input and Outreach regarding Labor Negotiations.

Background

The City's management personnel are not a recognized employee group under the Meyers-Milias-Brown Act (MMBA) and are not subject to collective bargaining. Unrepresented management personnel receive benefits memorialized in a compensation plan, which was last comprehensively reviewed in 2017. City Council adopts salary ranges for unrepresented management as part of the citywide salary schedule.

Analysis

This report transmits personnel costs and process information to members of the City Council, the subject employees, and the public to inform the City Council's upcoming unrepresented management compensation plan review.

The unrepresented management group includes the executive and management team members. The executive team consists of the city manager, assistant city manager, deputy city manager, police chief, community development director, library and community services director, public works director and public engagement manager. The management team includes assistant department heads, deputy department heads, division managers, the city clerk and the sustainability manager.

Unrepresented confidential employees include some non-management personnel in the city manager's office and administrative services, all with labor relations roles. By past practice, unrepresented confidential employees automatically receive wage increases and benefits negotiated by AFSCME Local 829.

Direct costs

Table 1 provides baseline personnel expense categories for all employee groups to quantify the financial impacts of desired changes by City Council.

Table 1: 2020-21 baseline personnel costs by group							
Group	**Base pay**	**Special pays**	**Allowances**	**Retirement**	**Health and welfare**	**Other fringe benefits**	**Total**
Represented non-sworn personnel							
SEIU	11,301,921	n/a	n/a	2,571,133	2,791,863	721,605	17,386,522
AFSCME	4,262,827	n/a	n/a	796,797	787,844	223,549	6,071,017
Subtotal	15,564,748	-	-	3,367,930	3,579,707	945,154	23,457,539
Represented sworn personnel							
POA	4,153,235	448,830	33,280	1,995,796	588,808	216,047	7,435,996
PSA*	1,446,568	218,593	9,360	978,827	189,908	77,923	2,921,179
Subtotal	5,599,803	667,423	42,640	2,974,623	778,716	293,970	10,357,175
Unrepresented							
Confidential	582,303	n/a	n/a	113,792	145,296	25,558	866,949
Management**	4,009,524	n/a	124,280	784,227	715,820	221,904	5,855,755
Subtotal	4,591,827	-	124,280	898,019	861,116	247,462	6,722,704
Grant total	**25,756,378**	**667,423**	**166,920**	**7,240,572**	**5,219,539**	**1,486,586**	**40,537,418**

*PSA contract expires June 30, 2022; salary increases provided to POA automatically impact PSA wages under current PSA agreement

**Management includes sworn and non-sworn personnel; recruitment and retention bonus program suspended in 2020-21

Attachment A contain detailed expenditure breakdowns for all employee groups. Attachments H and I provide web links to the unrepresented management compensation plan, a benefit plan summary for all employees, and the salary schedule for all employees. The following defines the elements of each column above.

Base pay. Base pay is the pensionable wage for all budgeted full-time equivalent (FTE) personnel, filled or vacant. Full-time equivalent is defined as one individual working 40 hours per week or receiving a flat salary. A position scheduled to work less than 40 hours per week is shown as a fraction of 1.0. For example, a position scheduled to work 30 hours per week is considered 0.75 FTE. Temporary employees, employees working fewer than 20 hours per week or 960 hours per year, only receive benefits mandated by State or Federal law.

Special pays. The City does not provide special pay unrepresented management.

Allowances. Allowances are not pensionable wages and are provided to offset employee costs incurred in the exercise in their duties. Example allowances include maintaining uniforms for police chief and commanders and transportation allowance for unrepresented management personnel instead of maintaining a dedicated city vehicle for their use.

Retirement. Retirement includes CalPERS costs incurred by the employer for the defined benefit pension plan. All regular employees represented, or unrepresented are enrolled in CalPERS per California Public Employees' Retirement Law Chapter 3 Article 1, and do not earn Social Security credits while working for Menlo Park. Retirement costs also include matching deferred compensation funds. Web links to the most current pension actuarial reports are available in Attachments B through E. The "miscellaneous plan" applies to all non-sworn personnel, blending Tiers 1, 2 and PEPRA, and is large enough to require a discrete plan due to the number of active and retire members. The three plans titled "safety plan" are segmented based on benefit level and are pooled with similar small employers offering the same benefit to sworn personnel.

Health and welfare. Health and welfare primarily reflect medical costs for employees and their dependents through the Public Employee's Medical and Hospital Care Act (PEMHCA), administered by CalPERS. In addition to medical, this column also includes City-paid dental and vision coverages for eligible employees and their dependents. Historical medical premium information for single only coverage is provided in Attachment F.

Other fringe benefits. Other fringe benefits include life insurance, accidental death and dismemberment (AD&D) insurance, Medicare and workers' compensation insurance.

Attachment A contains detailed expenditure breakdowns for all employee groups. Of particular note are the cost differentials between the various pension tiers. As a result of Measure L, the City amended its contracts with CalPERS to provide a lower pension benefit to employees hired after a certain date (Tier 2.) Statewide changes in CalPERS also took effect January 1, 2013, to introduce a further decrease in pension benefits for "New" employees hired on or after the effective date. "New" refers to the employee's tenure in CalPERS instead of their tenure with an organization. The "New" employees subject to this lower benefit are referred to as PEPRA (Public Employee Pension Reform Act) employees or, at times, Tier 3 employees. Attachment G provides a weblink to CalPERS' webpage on PEPRA.

<u>Preliminary five-year forecast</u>
The 2020-21 budget is balanced, and City Council has approved several midyear adjustments recommended by City staff. Attachment J transmits a memorandum with an initial overview of revenue over the next five years. The forecast is preliminary and will update as new information emerges.

<u>Roles during unrepresented management compensation plan reviews</u>
The following provides an overview of major roles in the process to promote understanding of unrepresented management compensation plan reviews:

City Council. The City Council receives data, analysis, and recommendations from the city manager and designated City staff. City Council Procedure #CC-11-0001, establishes early release requirements for all matters about labor negotiations. Other than approving changes to the adopted compensation plan, the City Council may elect to hold all discussions in closed session.

City manager. The city manager is responsible for the efficient administration of all city services, and administration of the City Council approved budget. In the compensation plan review, the city manager advises City Council on management matters including recruitment and retention tools, employee engagement, and emerging trends in regional workforce management. The city manager designates city staff to support the chief negotiator.

Designated city staff. The city manager will assign the assistant city manager and one management analyst to support the compensation plan review. To the greatest extent possible, information about the compensation plan review is limited to individuals authorized by the city manager.

Compensation plan review calendar and process

Unlike represented employees, the City Council retains sole discretion over the timing of the compensation plan review. Two unrepresented positions, police chief and community development director, are currently active and may impact the timeline.

Resources available to City Councilmembers

City staff purchased copies of Liebert Cassidy Whitmore's "Labor relations: the meet and confer process" for City Councilmembers and transmitted those copies offline. Copyright restrictions prevent the City from posting the workbook online as part of the City Council packet. Members of the public can purchase a copy at Attachment E. City Councilmembers may also enroll in LCW's February 2 "Introduction to Labor Negotiations for Elected Officials" webinar from 10 a.m. to 11:20 a.m.

Impact on City Resources

There are no impacts on City resources as a result of receiving input on this issue.

Environmental Review

This action is not a project within the meaning of the California Environmental Quality Act (CEQA) Guidelines §§ 15378 and 15061(b)(3) as it will not result in any direct or indirect physical change in the environment.

Public Notice

Public Notification was achieved by posting the report 15 days prior to the City Council meeting of February 9, 2021.

Attachments

A. 2020-21 baseline expenditures costs by employee group
B. Hyperlink – City of Menlo Park Miscellaneous Plan CalPERS actuarial valuation report as of June 30, 2019: calpers.ca.gov/docs/actuarial-reports/2019/menlo-park-city-miscellaneous-2019.pdf
C. Hyperlink – City of Menlo Park Safety Plan Tier 1 CalPERS actuarial valuation report as of June 30, 2019: calpers.ca.gov/docs/actuarial-reports/2019/menlo-park-city-safety-2019.pdf

D. Hyperlink – City of Menlo Park Safety Plan Tier 2 CalPERS actuarial valuation report as of June 30, 2019: calpers.ca.gov/docs/actuarial-reports/2019/menlo-park-city-safety-police-second-tier-2019.pdf
E. Hyperlink – City of Menlo Park Safety Plan PEPRA CalPERS actuarial valuation report as of June 30, 2019: calpers.ca.gov/docs/actuarial-reports/2019/menlo-park-city-pepra-safety-police-2019.pdf
F. Hyperlink – 2020 and historical CalPERS medical premiums compiled by Bartel & Associates: bartel-associates.com/resources/pemhca-cerbt/2019/06/20/2020-and-historical-calpers-medical-premiums
G. Hyperlink – Public Employees’ Pension Reform Act: calpers.ca.gov/page/about/laws-legislation-regulations/public-employees-pension-reform-act
H. Hyperlink – City of Menlo Park labor agreements: menlopark.org/388/Labor-agreements
I. Hyperlink – City of Menlo Park salary schedule effective 11/22/2020: menlopark.org/DocumentCenter/View/26235/Menlo-Park-Salary-Schedule-20201122?bidId=
J. Memorandum: “Five-year General Fund revenue forecast” dated 1/25/2021
K. Hyperlink – Liebert Cassidy Whitmore’s “Labor relations: the meet and confer process”: liebertlibrary.com/liebert-store/labor-relations/labor-relations-the-meet-and-confer-process/

Report prepared by:
Barbara Tong, Management Analyst I
Kristen Middleton, Management Analyst II
Theresa DellaSanta, Human Resources Manager
Dan Jacobson, Assistant Administrative Services Director
Nick Pegueros, Administrative Services Director

Unit	Unrep

Row Labels	Baseline 2020
Salary	**4,009,524**
Schedule Pay	4,009,524
COLA Unrep	
Allowances	**124,280**
Unrep - Auto allowance	121,160
POA/PSA - Uniform Allowance	3,120
Retirement	**784,227**
PERS - Misc AFSCME Tier 1 (2.7%@55)	156,360
PERS - Misc AFSCME Tier 2 (2@60)	171,761
PERS - Misc AFSCME Tier 3 (PEPRA 2%@62)	31,937
PERS - Safety Unrep Tier 1 (3%@50)	45,839
PERS - Safety Unrep Tier 2 (3%@55)	43,765
PERS - Safety Unrep Tier 3 (PEPRA 2.7%@57)	19,768
AFSCME - Cost Share Tier 1	(51,241)
AFSCME - Cost Share Tier 2	(72,649)
AFSCME - Cost Share Tier 3 PEPRA	(21,949)
Safety Unrep - Cost Share Tier 1	(10,506)
Safety Unrep - Cost Share Tier 2	(11,536)
UAL - Misc	295,568
UAL - Safety Tier 1	79,410
UAL - Safety Tier 2	2,452
UAL - Safety Tier 3	649
Unrep - Deferred compensation match	104,599
Healthcare	**715,820**
Medical - Unrep	658,320
Dental & Vision	57,500
Other benefits and expenses	**221,904**
Basic AD&D	2,526
Basic Dependent Life	146
Basic Life	10,393
LTD	13,569
Medicare	61,937
Unrep - Educational Reimbursement	33,120
Workers Comp - Clerical	3,835
Workers Comp - Maintenance	68,315
Workers Comp - Other	12,146
Workers Comp - Sworn Police	15,917
Grand Total	**5,855,755**

Unit	AFSCME

Row Labels	Baseline 2020
Salary	**4,262,827**
Schedule Pay	4,259,396
COLA AFSCME	3,431
Retirement	**796,797**
PERS - Misc AFSCME Tier 1 (2.7%@55)	282,861
PERS - Misc AFSCME Tier 2 (2@60)	53,555
PERS - Misc AFSCME Tier 3 (PEPRA 2%@62)	110,105
AFSCME - Cost Share Tier 1	(92,696)
AFSCME - Cost Share Tier 2	(22,652)
AFSCME - Cost Share Tier 3 PEPRA	(66,398)
UAL - Misc	532,022
Healthcare	**787,844**
Medical - AFSCME/Conf	707,844
Dental & Vision	80,000
Other benefits and expenses	**223,549**
Basic AD&D	2,686
Basic Dependent Life	229
Basic Life	11,049
LTD	14,426
Medicare	61,811
Workers Comp - Clerical	2,593
Workers Comp - Maintenance	112,842
Workers Comp - Other	17,914
Grand Total	**6,071,017**

Unit	Confidential

Row Labels	Baseline 2020
Salary	**582,303**
Schedule Pay	581,834
COLA Confidential	469
Retirement	**113,792**
PERS - Misc AFSCME Tier 2 (2@60)	29,399
PERS - Misc AFSCME Tier 3 (PEPRA 2%@62)	20,549
AFSCME - Cost Share Tier 2	(12,435)
AFSCME - Cost Share Tier 3 PEPRA	(12,392)
UAL - Misc	88,670
Healthcare	**145,296**
Medical - AFSCME/Conf	130,296
Dental & Vision	15,000
Other benefits and expenses	**25,559**
Basic AD&D	367
Basic Dependent Life	38
Basic Life	1,509
LTD	1,971
Medicare	8,443
Workers Comp - Clerical	874
Workers Comp - Maintenance	12,357
Grand Total	**866,949**

Unit	SEIU

Row Labels	Baseline 2020
Salary	**11,301,921**
Schedule Pay	11,292,824
COLA SEIU	9,097
Retirement	**2,571,133**
PERS - Misc SEIU Tier 1 (2.7%@55)	508,248
PERS - Misc SEIU Tier 2 (2@60)	128,938
PERS - Misc SEIU Tier 3 (PEPRA 2%@62)	432,414
SEIU - Cost Share Tier 1	(191,032)
SEIU - Cost Share Tier 2	(62,550)
SEIU - Cost Share Tier 3 PEPRA	(299,081)
UAL - Misc	2,054,197
Healthcare	**2,791,863**
Medical - SEIU	2,495,613
Dental & Vision	296,250
Other benefits and expenses	**721,605**
Basic AD&D	7,120
Basic Dependent Life	884
Basic Life	29,295
LTD	38,248
Medicare	163,878
Workers Comp - Clerical	4,749
Workers Comp - Maintenance	451,826
Workers Comp - Other	25,606
Grand Total	**17,386,522**

Unit	PSA

Row Labels	Baseline 2020
Salary	**1,446,568**
Schedule Pay	1,446,568
COLA PSA	
Special Pays	**218,593**
POA/PSA - POST Advanced	129,767
POA/PSA - POST Intermediate	7,445
Longevity - POA/PSA	74,420
POA - Night Shift Differential	6,960
Allowances	**9,360**
POA/PSA - Uniform Allowance	9,360
Retirement	**978,827**
PERS - Safety POA Tier 1 (3%@50)	358,954
PERS - Safety POA Tier 2 (3%@55)	32,377
Safety - Cost Share Tier 1	(45,514)
Safety - Cost Share Tier 2	(4,722)
UAL - Safety Tier 1	635,280
UAL - Safety Tier 2	2,452
Healthcare	**189,908**
Medical - PSA	169,908
Dental & Vision	20,000
Other benefits and expenses	**77,923**
Basic AD&D	958
Basic Dependent Life	57
Basic Life	3,942
LTD	5,147
Medicare	24,281
Workers Comp - Sworn Police	43,538
Grand Total	**2,921,179**

Unit	POA

Row Labels	Baseline 2020
Salary	**4,153,235**
Schedule Pay	4,153,235
COLA POA	
Special Pays	**448,830**
POA/PSA - POST Advanced	228,024
POA/PSA - POST Intermediate	25,706
Longevity - POA/PSA	102,164
POA - Night Shift Differential	32,672
POA - Specialty Assignment Pay	60,264
Allowances	**33,280**
POA/PSA - Uniform Allowance	33,280
Retirement	**1,995,796**
PERS - Safety POA Tier 1 (3%@50)	566,357
PERS - Safety POA Tier 2 (3%@55)	56,912
PERS - Safety POA Tier 3 (PEPRA 2.7%@57)	256,310
Safety - Cost Share Tier 1	(71,812)
Safety - Cost Share Tier 2	(8,299)
Safety - Cost Share Tier 3 PEPRA	(9,451)
UAL - Safety Tier 1	1,191,149
UAL - Safety Tier 2	4,903
UAL - Safety Tier 3	9,728
Healthcare	**588,808**
Medical - POA	518,808
Dental & Vision	70,000
Other benefits and expenses	**216,047**
Basic AD&D	2,681
Basic Dependent Life	204
Basic Life	11,030
LTD	14,401
Medicare	67,213
Workers Comp - Sworn Police	120,519
Grand Total	**7,435,996**

CITY OF MENLO PARK

MEMORANDUM

Date: **1/25/2021**
To: **Starla Jerome-Robinson, City Manager**
From: **Dan Jacobson, Assistant Administrative Services Director**
Re: **Five-year General Fund revenue forecast**

To support City Council's decision making in goal setting, labor negotiations, and budget preparation, staff has prepared a five-year General Fund revenue forecast to use as a baseline. The near- and long-term forecast had been prepared with a stochastic model in prior years; however, the unprecedented impact of the public health emergency and pursuant economic impacts have introduced sufficient uncertainty that such an approach requires more information than is reasonably available. As such, the five-year forecast relies on historical performance with the closest practical analog. The forecast uses the fiscal year 2020-21 amended budget as a baseline and provides estimates through fiscal year 2025-26.

Assumptions and estimates

The most recent recession experienced by the Bay Area was that of the post-2007 housing crisis and ensuing "Great Recession" effects. The City of Menlo Park was not immune to the effects and did see substantial changes in a variety of revenue categories. While the public health emergency stemming from the novel coronavirus and COVID-19 illness are fundamentally different, staff believes that the Great Recession provides an illustrative baseline. Given the structural differences between a financial-based recession and public health-based recession, staff believes that the prepared forecast is a conservative estimate and that there is a reasonable but unreliable expectation of a faster rebound.

In order to provide reasonable comparability with historical values, the revenue categories listed are those used in the City's financial statements, the Comprehensive Annual Financial Reports (CAFRs). Given the uncertainty of the ongoing crisis, the forecast is presented with two potential outcomes in order to provide some sensitivity to different cases. The first, Table 1, models a similar recovery while the second, Table 2, uses median post-Great Recession changes throughout the forecast. In addition, revenue categories with notable components are described in greater detail below.

Table 1: Five-year General Fund revenue forecast, historical analog						
	Fiscal year					
Revenue category	**2020-21 amended**	**2021-22 estimate**	**2022-23 estimate**	**2023-24 estimate**	**2024-25 estimate**	**2025-26 estimate**
Taxes						
Secured property tax	28,214,354	29,674,402	30,071,706	31,056,234	37,634,954	35,675,459
Unsecured property tax	685,768	840,057	699,778	720,537	624,771	684,538
Other property taxes	1,418,871	1,719,257	2,251,197	2,367,208	2,158,517	2,831,782
Sales taxes	5,294,432	4,241,038	4,618,011	4,579,648	4,661,056	4,969,863
Other taxes	9,951,438	11,776,140	13,076,131	14,381,965	15,751,098	17,815,790
Licenses and permits	2,250,000	2,167,041	2,563,412	2,916,322	3,519,339	4,575,383
Fines and forfeitures	100,000	93,036	86,197	96,518	90,272	113,332
Use of money and property	2,476,696	1,203,651	816,249	1,079,324	805,320	970,495
Intergovernmental	1,134,239	1,124,353	1,208,171	718,891	537,790	551,350
Charges for services	8,863,033	9,953,605	10,022,775	12,882,503	13,541,679	14,675,106
Other	44,200	47,150	28,964	24,862	20,345	23,622
Total	**60,433,031**	**62,839,731**	**65,442,590**	**70,824,013**	**79,345,140**	**82,886,719**

Table 2: Five-year General Fund revenue forecast, median historical						
	Fiscal year					
Revenue category	**2020-21 amended**	**2021-22 estimate**	**2022-23 estimate**	**2023-24 estimate**	**2024-25 estimate**	**2025-26 estimate**
Taxes						
Secured property tax	28,214,354	29,138,074	30,092,036	31,077,229	32,094,678	33,145,437
Unsecured property tax	685,768	706,112	727,059	748,628	770,836	793,703
Other property taxes	1,418,871	1,719,257	2,083,237	2,524,274	3,058,682	3,706,229
Sales taxes	5,294,432	5,388,546	5,484,334	5,581,824	5,681,047	5,782,034
Other taxes	9,951,438	11,049,996	12,269,826	13,624,316	15,128,330	16,798,375
Licenses and permits	2,250,000	2,661,545	3,148,365	3,724,228	4,405,423	5,211,213
Fines and forfeitures	100,000	93,529	87,476	81,816	76,521	71,569
Use of money and property	2,476,696	1,847,946	1,378,815	1,028,780	767,608	572,738
Intergovernmental	1,134,239	1,124,353	1,114,553	1,104,838	1,095,208	1,085,662
Charges for services	8,863,033	9,604,861	10,408,780	11,279,986	12,224,112	13,247,259
Other	44,200	37,940	32,567	27,954	23,995	20,597
Total	**60,433,031**	**63,372,159**	**66,827,047**	**70,803,874**	**75,326,440**	**80,434,817**

Property taxes
Historically a very stable revenue source, the cadence of property assessments results in this revenue category experiencing a lagging effect in actual collections, primarily due to appeals and Proposition 8 temporarily lowered valuations. Staff expects that this revenue category will behave similarly to the Great Recession, with a five-year average growth rate of 5.15 percent and median growth rate of 3.27 percent.

Sales taxes
Expected to be one of the most immediately impacted revenue categories, sales tax is expected to continue its year-over-year decline in fiscal year 2021-22, then begin a slow recovery thereafter. Given the flat trajectory of this revenue category in recent years, this category is not expected to substantially change within the five-year forecast.

Other taxes
This category includes utility users' tax, franchise fees, business license taxes, and, most notably, transient occupancy or hotel taxes. This category experienced a quick rebound following the previous recession and the expectation remains that it will return to pre-pandemic amounts within two to three fiscal years.

Transient Occupancy Taxes (TOT or hotel tax)

The City authorized TOT deferrals for five operators for the third quarter of fiscal year 2019-20 (January-March) and four operators in the fourth quarter of fiscal year 2019-20 (April-June). One of the original five was non-operational in the fourth quarter.

All deferred payments were collected on time and were paid in full.

Actual collections and comparison to prior years for the most recently completed financial quarters are shown in Table 3.

Table 3: Transient Occupancy Tax collections

Period	Current amount	Prior year amount	Percent of prior year
Q3 FY 2019-20 (January – March)	2,017,000	2,512,454	80%
Q4 FY 2019-20 (April – June)	142,000	2,946,654	5%
Q1 FY 2020-21 (July – September)	592,000	2,643,204	22%
Total	**2,751,000**	**8,102,312**	

At this time, due to substantial continued uncertainty but having started vaccine deployment, there is insufficient information to substantially modify TOT expectations in the current or future fiscal years from historical performance.

Licenses and permits
Consisting primarily of development-related revenues, there is no indication that this category will experience a substantially different trajectory than historical performance. Of note, this category included business license taxes in many CAFRs, but that category has since been reassigned to taxes.

Intergovernmental revenues
One of the categories with the greatest near-term uncertainty, intergovernmental revenues may be substantially different depending on the status of any State or Federal stimulus measures. The fiscal year 2020-21 numbers have been altered to remove CARES Act money under the assumption that it is a one-time source and is not structural.

Charges for services
Another category with substantial uncertainty, charges for services depend heavily upon the successful deployment of a vaccine and reactivation of services such as recreation. In addition, this category may be materially affected by any change to the City Council's desired fee structure, which has historically strived for full cost recovery.

<u>Expected outlook</u>
Despite the rapid decline in expected revenues starting in fiscal year 2019-20 and continuing through fiscal year 2020-21, the development and deployment of several vaccines does signal a likely end to the public health crisis despite the uncertainty

around timing. Staff expects the City’s General Fund revenues to match the historical high experienced in fiscal year 2018-19 by approximately fiscal year 2023-24.

CITY OF MENLO PARK

STAFF REPORT

City Council
Meeting Date: **02/09/2021**
Staff Report Number: **21-028-CC**

Regular Business: **Adopt Resolution No. 6612 rescinding withdrawal from Peninsula Library System joint powers agency; and authorize the city manager to execute a five-year agreement in an amount not to exceed $176,695 for a cloud-based enterprise technology platform to enhance public services**

Recommendation

City Staff recommends that City Council:

1. Adopt a resolution (Attachment A) rescinding the July 14, 2020, notification to withdraw from Peninsula Library System (PLS) and instead remain in the system as a full member without interruption
2. Authorize the city manager to execute a five (5) year agreement to enhance library and community services' enterprise technology platform in an amount not to exceed $176,695. The new enterprise technology platform will streamline and consolidate new and emerging service delivery models made necessary by the COVID-19 pandemic which the PLS technology platform lacks the capability to support.

Policy Issues

The Joint Exercise of Powers Act, as codified in California Government Code section 6500, governs the Peninsula Library System joint powers agency (JPA.) The City Council retains authority to determine Menlo Park's continued membership in the JPA, subject to the notice provision in the JPA agreement.

Background

On June 23, 2020[1], due to severe and unprecedented revenue shortfalls caused by the COVID-19 pandemic and the accompanying economic downturn, the City Council adopted a fiscal year 2020-21 operating budget that included substantial expenditure reductions in every city department. Among the significant cost-saving measures that were identified during the budget development process was to withdraw from the PLS JPA and replace its services with more cost-effective and operationally flexible alternatives.

On July 14, 2020[2], the City Council adopted a resolution formally notifying PLS of the city's intent to withdraw from the JPA effective July 1, 2021, and directed City staff to issue a request for proposals (RFP) for a new library enterprise technology platform and interlibrary loan service.

On October 19, 2020[3], the Library Commission in a duly noticed public meeting reviewed the draft RFP and provided valuable input which was incorporated into the process.

---

[1] Hyperlink: menlopark.org/DocumentCenter/View/25499/F2-20200623-CC-Budget
[2] Hyperlink: menlopark.org/DocumentCenter/View/25659/D2-20200714-CC--PLS-withdrawl
[3] Hyperlink: menlopark.org/DocumentCenter/View/26448/Staff-report_LC_20_016_RFP-ILS

On November 2, 2020[4], the City of Menlo Park issued a public RFP for a library enterprise technology platform and interlibrary loan service.

On November 10, 2020[5], the City Council amended the fiscal year 2020-21 operating budget to adjust to updated revenue and expenditure projections. During the City Council discussion, City Councilmembers expressed interest in potentially remaining a member of the PLS system in light of the city's slightly less dire fiscal outlook at that juncture.

On November 16, 2020[6], the Library Commission in a duly noticed public meeting discussed the RFP and provided additional valuable input.

On December 8, 2020, which was the deadline for RFP submissions, a total of two qualified vendor proposals had been received by the city.

Analysis

City staff convened a cross-department team to evaluate the proposals received in response to the RFP. A detailed comparative analysis is included with this report in Attachment B.

As anticipated when the City Council July 14July 14, 2020, directed City staff to notify PLS of intent to withdraw and undertake an RFP process to identify and potentially secure a new vendor, the proposals received in response to the RFP shed new light on the range of innovation and opportunity which the City could potentially leverage through the use of current technology to enhance quality of services to residents, provide a more seamless user experience, and improve operational efficiencies and cost savings. Of particular note is the low cost and high value of one proposal in particular, which opens the door to new opportunities for innovation and improved services to the community in a post-pandemic world.

In summary, City staff recommends remaining a member of PLS at this time for the familiarity and continuity of service this would provide for traditional library services the PLS legacy platform currently supports, such as borrowing and circulation of library books and media from other libraries throughout San Mateo County, as well as to eliminate the workload that a full migration to a new platform would entail at this time.

However, the PLS legacy platform lacks the technical capability to support the types of new and emerging service delivery models made necessary by the COVID-19 pandemic. This limitation has necessitated the use of multiple temporary technical workarounds to deliver these critical new services, such as books-by-mail and library curbside pickup, and in some cases has significantly delayed the implementation of needed new service delivery models entirely. For these reasons, City staff recommends that the city engage the services of vendor SirsiDynix to implement its cloud-based enterprise technology platform to support the new service delivery models that the PLS platform lacks the capability to support – including:

- Books-by-mail service for seniors, the immune-compromised, and people who have mobility challenges that prevent them from physically traveling to or entering the library
- Books-on-demand fulfillment service and crowdsourcing of library book selection by which Menlo Park residents may request virtually any book in existence that is available for acquisition at a reasonable cost and have it directly shipped to them as the first borrower

---

[4] Hyperlink: menlopark.org/DocumentCenter/View/26664/RFP---Integrated-Library-Services?bidId=154
[5] Hyperlink: menlopark.org/DocumentCenter/View/26657/J2-20201110-CC-Budget-amendment
[6] Hyperlink: menlopark.org/DocumentCenter/View/26704/Staff-report_LC_20_021_RFP-ILS

- Streamlined and expanded coordination of neighborhood-oriented, walkable access to books through the citywide “little free library” book distribution network
- Streamlined coordination of the seed lending library and seeds-by-mail program to enhance food security, promote a greener community environment, foster strong neighborhood ties and educate about the natural world
- Implementation of a new Library of Things collection for loaning personal computing devices, Wi-Fi hot spots, athletic equipment, garden tools, kitchenware, and other objects to Menlo Park residents
- Integrated one-stop online event registration, meeting room scheduling and electronic payment processing system

Additionally, the SirsiDynix platform’s flexibility and suite of features would provide a robust, cost-effective foundational technology platform that the city could use to build future seamless user experiences across the multiple services and programs that will be housed in the Menlo Park Community Campus facility slated to open in 2023 -- senior center, gymnasium, free library, makerspace, fitness center, event hall, meeting rooms and so on.

The SirsiDynix platform makes it possible to acquire the platform with minimal budget impact, which in turn makes it feasible and even desirable to continue membership in the PLS legacy system to support the ongoing traditional library functions at this time, while also facilitating new and emerging service delivery models that the PLS legacy platform cannot support.

Because the PLS legacy system and SirsiDynix system would be used for separate and distinct purposes, City staff anticipates only minimal duplication of City staff effort, if any, between the two systems. Furthermore, residents can expect a relatively seamless user experience in that they will be able to use the same library card number in either system. Web interfaces can be modified in such a way that transitions between the backend systems would be essentially invisible to the end user. On the operational side, City staff anticipates some productivity and efficiency gains from consolidating into the SirsiDynix platform the functions of the multiple temporary workaround systems that are currently being used to support the new and emerging service models that the PLS legacy platform cannot support.

Should the City Council adopt the resolution in Attachment A and authorize City staff to engage the SirsiDynix platform for new and emerging service delivery models that the PLS system cannot accommodate, Menlo Park would rescind its previous notification to withdraw from PLS and would instead remain in the PLS system as a full member at this time, with no interruption or substantive change to Menlo Park residents’ access or ability to use the PLS system in libraries throughout San Mateo County. The PLS legacy system would continue to house and access records of traditional library books, patron accounts, and fines and fee transactions; and would continue to provide an online user interface for the public to access the library’s holdings and search for, reserve, borrow and renew traditional library materials, as it has for the past 30+ years. The SirsiDynix platform would be used exclusively for new and emerging service delivery models that the PLS legacy system cannot support, as outlined above.

Impact on City Resources

Sufficient funds in the Information Technology Plan capital budget are available for first year costs of $59,867, including implementation. The annual subscription costs will be included in Library and Community Services’ annual operating budget as follows: $27,967; $28,778, $29,612; and $30,471 in years two through five, respectively.

Environmental Review
This action is not a project within the meaning of the California Environmental Quality Act (CEQA) Guidelines §§ 15378 and 15061(b)(3) as it will not result in any direct or indirect physical change in the environment.

Public Notice
Public notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting.

Attachments
A. Resolution No. 6612
B. Evaluation and comparative analysis
C. City of Menlo Park request for proposals – library enterprise technology platform
D. SirsiDynix proposal
E. Innovative Interfaces, Inc. proposal

Report prepared by:
Nick Szegda, Assistant Director of Library Services
Sean Reinhart, Director of Library and Community Services

RESOLUTION NO. 6612

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MENLO PARK RESCINDING ITS NOTIFICATION OF INTENT TO WITHDRAW FROM THE PENINSULA LIBRARY SYSTEM JOINT POWERS AUTHORITY

WHEREAS, the City of Menlo Park is a member of the Peninsula Library System Joint Powers Authority ("JPA"); and

WHEREAS, the City of Menlo Park on July 14, 2020 issued a notification of intent to withdraw from the Peninsula Library System JPA effective July 1, 2021; and

WHEREAS, the City of Menlo Park wishes to remain a full and active member of the Peninsula Library System JPA as of July 1, 2021, without interruption, and to retain all the benefits and responsibilities membership described therein;

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Menlo Park rescinds its notification of intent to withdraw from the Peninsula Library System JPA, and confirms its intent to remain a full and active member therewith.

I, Judi A. Herren, City Clerk of Menlo Park, do hereby certify that the above and foregoing City Council Resolution was duly and regularly passed and adopted at a meeting by said City Council on the ninth day of February, 2021, by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Official Seal of said City on this ninth day of February, 2021.

____
Judi A. Herren, City Clerk

CITY OF MENLO PARK

MEMORANDUM

Date:	**February 9, 2021**
To:	**Director of Library and Community Services**
From:	**Assistant Director of Library Services**
Subject:	**Recommended vendor for enterprise technology platform**

Recommendation

Staff recommends that the City engage the services of vendor SirsiDynix to implement its cloud-based enterprise technology platform. The SirsiDynix platform is the most feature-rich of the proposals received, the lowest cost and would provide the best value to the city. This platform is robust and flexible enough to provide a high value to the city even if Menlo Park remains member of PLS and continues to use the PLS legacy platform for traditional library circulation. Due to its low cost, robust features and flexibility, the SirsiDynix platform would create new opportunity and innovation to support the new and emerging service delivery models that were made necessary by the COVID-19 pandemic, but which the PLS system lacks the technical capability to support -- including books-by-mail, books-on-demand, seeds-by-mail, event registration and electronic payment processing, and others. Additionally, the SirsiDynix platform's flexibility and suite of features would provide an effective foundational platform to build seamless user experiences across library and community services operations for future visitors and users of the Menlo Park Community Campus facility slated to open in 2023.

Analysis

The city on November 9, 2020 issued the RFP for an integrated library system and interlibrary loan system in preparation for the library's potential withdrawal from the Peninsula Library System, as well as to evaluate what . The RFP outlined the needs of local library customers, staff, and City IT staff. Its requirements included:

- A complete, production ready, Integrated Library System with automated and user-friendly user end services
- Capable of supporting an online public access catalog, circulation, acquisition, serials, interlibrary loans, reporting, cataloging, and administrative modules
- The new system to be provided as Software as a Service (SaaS) and delivered over the internet. As a business decision, the library was willing to also consider open-source solutions for an ILS
- Any proposed ILS solution must work in conjunction with the library's existing automated materials handling system and either be compatible with the existing Communico mobile solution or provide an alternative app for customer use
- A successful product will support the department's growing offsite and outreach initiatives, provide a platform that works for all levels of staff, and feature a modern and intuitive interface.
- The department was open to considering vendors with products that include non-traditional ILS functions if they satisfied the basic requirements and furthered our community connections.
- The complete RFP spells out in detail the technical requirements of a desired ILS.

In addition to releasing the RFP on the City's public bid site, notice of the RFP release was sent directly to the following companies and organizations who provide ILS, interlibrary loan, and discovery service software and services:

- Peninsula Library Automated Network (PLAN – Sierra ILS and Bibliocommons discovery service)
- Mobius Open Source Solutions (Evergreen ILS - open-source software)
- LibLime (KOHA ILS - open-source software)

- Equinox Open library initiative (Evergreen and Koha)
- The Library Corporation (TLC – CARL X, CARL Connect, and Library Solution ILS)
- BiblioCommons (Bibliocore discovery service)
- SirsiDynix (BLUEcloud, Symphony, and Horizon ILS)
- Innovative Interfaces Inc. (Sierra ILS and Encore discovery service)

Proposals received

Two proposals were received by the December 8, 2020 submission deadline – one from Innovative Interfaces Inc. (also referred to as Innovative), and one from SirsiDynix . Both proposers are established, well-known companies in the industry. In California, Innovative serves 512 libraries, and SirsiDynix serves 386[1], the top two figures for libraries served.

Innovative Interfaces provides the backend software that is currently used by the library and the Peninsula Library System. Innovative has provided software for libraries for more than 40 years. Their products are supported by staff in Emeryville, CA and Syracuse, NY. Innovative's proposed Sierra ILS is installed in more than 1500 libraries worldwide and has been marketed since 2012.

SirsiDynix has also been in existence for 40 years. Their focus in recent years has been on developing modular, cloud-based software solutions for libraries. The Symphony ILS they have proposed is in use at more than 23,000 libraries worldwide and is used locally by the Santa Clara County library system. SirsiDynix is based in Lehi, Utah.

Comparative analysis

A cross departmental team met to evaluate the two proposals, and to compare them to the library's existing ILS provided by the Peninsula Library Automated Network.
The team was composed of:

- Library staff with in-depth experience with our current ILS, adept at assisting customers with the discovery layer interface and with generating reports, cataloging new materials, administering user accounts, analyzing circulation and bibliographic data, and other back-end functions
- recreation team staff experienced with frontline customer service, room and field rentals, and class registrations
- City IT staff who are familiar with the City's requirements for safely and efficiently implementing software-as-a-service (SaaS) products, and who would be tasked with the implementation of any new software product
- administrative staff

Both proposed systems meet the critical requirements for ILS functionality contained in the RFP. Both support interlibrary loan services through the existing Link+ service – the INN-Reach software is native to the Innovative solution and is provided through an API (an Application Programming Interface that enables communication between two different software products) in the SirsiDynix proposal. Both Innovative and SirsiDynix include a materials booking system in their proposal, which could be used to let customers reserve rooms, book time on shared computers, and reserve equipment. Both proposals include a mobile app for customers and a discovery layer interface. Both systems will integrate with the library's current RFID tagged collection, and will work with existing checkout, security, and materials handling systems.

Innovative's proposal is mostly consistent with the library's current ILS configuration, and it provides several options that Menlo Park Library could take advantage of as an individual subscriber that are not available through our current subscription as a member of the PLS administered ILS – a closer integration between the discovery layer with online resources is an example. More generally, there are some benefits for staff and customers in keeping a familiar workflow and interface.

---

[1] Data retrieved from Marshall Breeding's *Library Technology* site on 12/27/20: https://librarytechnology.org/

The SirsiDynix proposal includes a robust staff mobile app, which could be used to register new customers through a driver's license scan or allow mobile lending at pop-up events. SirsiDynix's proposal also includes a simple, colorful, children's catalog interface, and cash management software. Optional modules include a native community engagement module and contactless, self-check options for customer curbside pickup.

Table 1:ILS Comparison

Functionality	Peninsula Library System (current system, uses modified version of Innvoative Interfaces platform)	SirsiDynix proposal (Recommended)	Innovative Interfaces Inc. proposal
Integrated Library System - includes customer and collection database, circulation system, cataloging and authority control	Sierra	Symphony/BLUEcloud	Sierra hosted
Cloud hosting of data	No	Yes	Yes
Discovery Layer	Bibliocommons	BLUEcloud	Vega
Patron phone notification (iTiva) and SMS notification	Yes	Yes	Yes
Mobile App for customers	Communico	BLUEcloud mobile	Innovative mobile
Interlibrary loan system (Link+)	Yes, native	Yes, through API	Yes, native
Content enrichment for catalog	Yes	Yes	Yes
Acquisitions module for managing ordering, payment, receiving workflows	Yes	Yes	Yes
Analytics for staff	Yes	Yes	Yes
Serials module to manage digital and print subscriptions	Yes	Yes	Yes
Materials booking (rooms, equipment, etc.)	Not available	Yes	Yes
eResouces integration - allows for seamless borrowing of e-materials from within the catalog interface	No - redirects	Yes	Yes
Children's catalog interface	No	Yes	Planned
Community engagement platform	No	Yes - native	No
Mobile App for staff	Available but not currently implemented	Yes	Yes
Online payments/cash management	Online payments	Online payments and cash management	Online payments
References given for current users	Not applicable	Yes	Yes

Vendor support available for both proposed systems is robust, with 24/7 technical assistance.

Cost Analysis

Total ILS operating costs include a number of factors beyond the costs for ILS software and services. There are local costs for hardware maintenance and service contracts, costs to maintain a high-speed internet connection, costs for print manager and time/booking software, costs for a credit card service, and costs for a domain controller. A staff report prepared by PLS put the annual costs for the above at $35,318. The library also receives access to a number of eResources through their relationship with PLS. The annual cost for these subscriptions is $56,781. These subscription decisions are made system-wide, and some would not be continued if the library were to separate from PLS. Upon separation, the library would renegotiate individual contracts with eResource vendors - there may be some cost savings (if not all subscriptions were retained or if the individual contract would be less expensive than a system-wide one) or some cost increases, but for the purposes of this analysis it is assumed that the local costs and the eResource costs would be the same regardless of the ILS vendor selected.

Differences emerge when considerations are made for migrating bibliographic and user data to a new system (SirsiDynix) or continuing with the same back-end system (Innovative). The library's user and bibliographic data would still need to be extracted from PLS servers – Innovative is offering to perform the extraction at no cost, a potential savings when compared to SirsiDynix . Migrating to a new system would also incur costs and take time for staff training.

PLS would charge the library $36,886 for transition services to separate from the system. Those costs would apply if either of the proposed ILS solutions were chosen. Both proposers are charging one-time fees for system implementation and setup, and then an annual fee for a subscription to their software solution. The RFP asked for a five-year breakdown of costs. The Innovative and SirsiDynix proposals include an increase in fees annually for their services, while the PLS five-year cost does not include an escalation. The PLS annual fees include delivery charges for transferring materials between member libraries.

The following chart gives a cost comparison for the two submitted proposals and for the current ILS administered by PLS. The figures are taken from the RFP submissions for Innovative and SirsiDynix , and from a staff report prepared by PLS and presented to the PLS Administrative Council at their December 3, 2020 meeting.

Table 2: Cost Comparison

Measure	Peninsula Library System (current – uses modified version of Innovative Interfaces product)	SirsiDynix proposal (Recommended)	Innovative Interfaces Inc. proposal
Implementation fee - includes staff training, data migration, and set-up fees for ILS and all other functions	0	29,500	86,745
Data extraction	0	8,000	0
Interlibrary loan system	14,490	14,490	14,490
1-year cost for software and services - ILS and other required functions	93,622	30,397	81,880
Migration (billed by PLS)	0	36,886	36,886
Discovery layer	8,978	Included	Included
Mobile App	3,339	Included	Included
5 year cost for software and services - RFP submissions include implementation and annual escalators, PLS cost does not include annual escalation	529,695	176,725	521,454
Total cost	**602,145**	**294,061**	**630,790**

The SirsiDynix cost proposal includes a substantial new user discount for the first five years of system operation – making it the lowest-cost option by far. Based on the SirsiDynix proposal's significantly lower cost, more robust features, its customizability, high level of vendor support, and the similarity of its interfaces to the existing system which would simplify migration and training efforts, the SirsiDynix proposal is recommended for implementation.

Should the City Council direct the city to rescind its notification of withdrawal from PLS, the SirsiDynix proposal is still recommended for implementation for a 5-year pilot period to support specific newly-created services made necessary by the COVID-19 pandemic but which the current PLS system lacks the technical capability to accommodate effectively, including books-by-mail, curbside pickup by appointment, seeds-by-mail, registration and payment processing for events and classes, and resident engagement, and to provide a foundational platform to build seamless user experiences across services and programs for future visitors and users of the forthcoming Menlo Park Community Campus facility slated to open in 2023.

Attachments
Attachment A: Request for Proposals
Attachment B: Proposal submitted by Innovative Interfaces Inc.
Attachment C: Proposal submitted by SirsiDynix
Attachment D: Staff report on system costs prepared by the Peninsula Library System for the PLS Admin Council – page 32 of the Administrative Council packet.
Hyperlink: https://plsinfo.org/wp-content/uploads/2020/11/PLS-AC-Agenda-Packet-120320.pdf

CITY OF
MENLO PARK

Request for Proposal
(RFP)

Menlo Park Library seeks proposals for
an integrated library system
delivered as a cloud based software as a service
and a discovery layer solution.
Proposals may include one or both components.

Qualifications Due:
12/3/2020 6:00 PM:

Please note it is the City's intention to proceed but circumstances may change because of the shelter-in-place order.

Attn: Nicholas Szegda
Assistant Director of Library Services
800 Alma Street, Menlo Park CA 94025
njszegda@menlopark.org

Table of Contents

SSTATEMENT OF PURPOSE

1. Overview

1.1 Statement of Purpose

The Menlo Park Public Library hereby solicits proposals from experienced firms and individuals (hereinafter referred to as "Proposers") in response to this Request for Proposals ("RFP") to enter into a contract for an Integrated Library System delivered as SaaS and a Discovery Layer solution as further described throughout this RFP.

Proposers responding to this RFP may submit more than one proposal. Proposers are not to provide a single proposal with multiple options. Proposers are not to provide a base proposal with options to increase costs. Instead, proposers are to reflect their maximum pricing.

The Menlo Park Public Library (hereafter, "MPL") is seeking a complete, production ready, Integrated Library System (hereafter, "ILS"), complete with automated and user-friendly user end services—such as a discovery layer or Discovery Service (hereafter, "DS"). This system must be capable of supporting an online public access catalog, as well as circulation, acquisition, serials, interlibrary loans, reporting, cataloging, and administrative modules.

The new system will be provided as cloud based Software as a Service (SaaS) and delivered over the internet and configured as described below. As a business decision, MPL will also consider open source solutions for an ILS/DS or equivalent Library Service Platform (hereafter, "LSP").

Each solution must work in conjunction with MPL's Automated Materials Handling system and either be compatible with our Communico mobile solution or provide an alternative app for users. A successful product will support MPL's growing offsite and outreach initiatives, provide a platform that works for all levels of staff, and feature a modern and intuitive interface. MPL is open to considering vendors with products that include non-traditional ILS functions if they satisfy the basic requirements and further our community connections.

BACKGROUND INFORMATION

1.2 Context & Critical Requirements

1.2.1 Context

Currently the Menlo Park Public Library consists of one main library and one satellite library with the potential for growth in additional satellite sites and services in the immediate future.

Current MPL data:

Population Served	35,254
Library Locations	2
2020 Checkouts	456,294
2020 Digital Circulation	76,750
2020 Bibliographic records	89,061
2020 Item records	97,846
Patron records	24,471
Library visits	183,663
Current ILS	Innovative Interfaces Inc - Sierra

Current DS	Bibliocommons
ILL loans to others	30,938

MPL has been using III Millennium/Sierra since 2005, in a consortium environment (Peninsula Library System or PLS). MPL seeks an ILS or LSP that will provide: a modern and intuitive access point for patrons; easy to learn functionality for staff; secure data storage; support for outreach and non-traditional service points; and future software updates that will adapt to changing expectations and needs. MPL strives to serve all public school systems in its jurisdiction to provide digital access to all students.

The current mission and goals of the library are to continue to provide traditional library services while expanding in user friendly, intuitive, online services. The 2019-20 library's strategic plan (link) is available for review.

SCOPE OF SERVICES

Scope of work will include but it is not limited to providing a system that, at the minimum, satisfies the following:

1.2.2 Critical Requirements

These broad requirements constitute the basic level of the functionality MPL requires in either an ILS/LSP or Discovery solution and must be met by the Vendor for consideration under this RFP.

1.2.2.1 ILS/LSP

1) Standards
    a. Must support MARC21 and RDA data.
2) Integration
    a. Must support SIP2 and include an unlimited number of connections to SIP2 systems. Must support NCIP.
    b. Must support EZProxy integration.
    c. Must integrate with Envisionware Print Release software.
    d. Must integrate with RFID Automated Materials Handling system.
3) Initial Training
    a. Must provide training for all modules purchased (including onsite or live online training)
    b. Training manuals for all modules must be provided.
4) Migration and Implementation Services Requirements
    a. Vendor must migrate the library's present databases to the proposed system.
    b. Migration must include: Bibliographic data, MARC records, Holdings and Item records, Patron data, Active circulation data, Active acquisitions data if available and Authority records if possible.
    c. Vendor must perform a test migration, allowing the library to review and approve data, before performing a final migration.
    d. Vendor must provide instructional and consultation services to MPL staff in the extraction of data from the current system as an included no-charge part of the contract.
5) Ongoing Customer Support Services Requirements
    a. Must offer evening and weekend support for emergency issues.
    b. Telephone support for non-critical issues must be available during standard business hours (Pacific time.)
    c. System documentation must be provided.
    d. Online help must be available for all modules purchased.

6) Cataloging
    a. Must allow loading of bibliographic records with flexible match, merge, and overlay tools.
    b. Must support numbered and named labels for MARC tags in editing screens. Must support Authority records and provide an Authority Control solution.
7) Circulation
    a. Must allow library to independently configure basic circulation functions, such as days closed, due dates, and fines.
    b. Vendor must have remote circulation and inventory functions that staff can use from any device with an internet connection.
    c. Must integrate with a portable scanner for both circulation and inventory.
8) SMS Notifications
    a. Must automatically deliver text messages (with patron opt-in/opt-out) for hold pickup, fines, overdue, and user announcements.
    b. SMS messaging system must be carrier-agnostic.
9) Acquisitions
    a. Must support automatic order creation from vendor-supplied MARC records with embedded data in 9XX fields.
    b. Must accommodate flexible fund structures and track encumbrances.
    c. Must allow order creation, material receipt, claiming and all other functions for tracking of ordered materials.
    d. Must support an unlimited number of material types/formats, fund accounts, vendor records, order records, claims and transactions, without an added cost.
10) Reporting
    a. Must allow creation and scheduling of reports for all user, circulation, fines, payments, holds, bibliographic and usage data.
11) Staff client(s)
    a. Must offer offline client.
    b. Must offer a request/ILL module.
    c. Must offer circulation and inventory functionality accessible from mobile devices.
12) The successful proposal *must include documentation* on these components:
    I. Patron notification system that supports email, automated telephone and text messaging notices for holds, overdue materials and other patron events and activities or demonstration of ability to work with third party vendor to support the same.
    II. Integration with patron access terminal client software for management of public computer and meeting room scheduling.
    III. Federated Search component.
    IV. Open URL (Uniform Resource Locator) resolution that contains metadata for use primarily by libraries.
    V. RFID (Radio-Frequency Identification) compatible.
    VI. Extendable support to multiple branch, satellite or unit locations.
    VII. OPAC that includes:
        1) Relevance ranking
        2) Patron controlled lists and reviews
        3) Holds and requests components
        4) RSS feeds
        5) SMS
        6) Customizable interfaces for a youth catalog
        7) Online patron registration
        8) Spell Check
        9) Patron Submitted Reviews

VIII. Patron self-service for both charging and discharging materials either within the ILS/DS (LSP) or demonstrated support for third party client.

IX. Online and Credit Card payment methods must be available to users through the client or with demonstrated third party.

13) The proposed system must be configured to accommodate at least the following database sizes and transaction loads.

	Present Level	Estimated 5-Year Growth
Bibliographic Records	89,061	+2%
Items (copies, volumes)	97,846	+4%
Patron Records	24,471	+15%
Annual Circulation	456,294	-30%
Annual Orders Placed	845	+5%
Serials Subscriptions	93	-25%
Simultaneous Staff Users	40	+3%

1.2.2.1 Discovery Layer

1) Public interface/discovery system.
2) Public discovery must have responsive design with full functionality on a mobile device.
3) Must be highly customizable.
4) Must offer patron account management capabilities.
5) Must support inclusion of library branding.
6) Must integrate electronic databases, including Novelist Plus and Novelist Select.
7) Must integrate Ebook vendors including Overdrive and Hoopla.
8) Must have the capability to list library events—calendar function: location, type, audience, language.
9) Must have the capability to create lists of staff selected materials and to propose the selection in an effective, pleasant way—customizable by the library staff.
10) Must have the capability to list library services.
11) Must have the capability to create blogs.

SCHEDULE

2.1 RFP Timeline

The RFP will proceed on the following timeline:

Date	Description/Action	Responsible Party
10/19/20	Library Commission to review Request for Proposal	Library Commission
11/9/20	Send RFP to ILS vendors	Library staff
12/3/20	Deadline for submittal of proposals from vendors. Business Office to receive.	RFP respondents
12/7/20-12/31/20	Review and rate RFPs	Library staff
1/14/21	Make recommendation to City Council	Library Director
1/15/21	Award Project	City Manager

REQUEST FOR QUALIFICATIONS CONTENT

2.2 Submitting a proposal

a) Proposals must be received by 6:00 PM PST on December 3, 2020. Late proposals will not be considered. Proposals will not be opened and read publicly.

b) Proposals must be sent both in hard copy and as a pdf to:

Nicholas Szegda, Assistant Director of Library Services
800 Alma Street
Menlo Park, CA 94025
njszegda@menlopark.org

c) Prior to the date and time deadline designated for the receipt of proposals, proposals submitted early can be withdrawn by written notice to the Menlo Park Public Library, and modified proposals may be resubmitted.

d) After the date and time deadline designated for the receipt of proposals, no vendor will be permitted to make any modifications or withdraw a submitted proposal.

2.3 Content of Vendor Response

Vendors should respond to every numbered item in section 1.2, sections 4 through 7 using the System Functionality Worksheet (Attachment B provided) and Appendix C of the RFP. Points will be awarded only for responses of "Complies" or "Deviates." Vendors may also reply with "Development <Date>" or a "Planned <Date>". Be aware that some numbered items are questions for which only an answer will suffice. For these items, supplying one of the designated terms below would not be meaningful.

a) **Complies**: where the existing capabilities of the vendor's proposed system comply with a section of the RFP, the vendor should respond "Complies" to indicate that the capability described by the RFP is installed and operation successfully in at least one library as of the date of proposal.

b) **Deviates**: where existing capabilities of the vendors proposed system are similar but deviate to some degree with respect to a section of the RFP, the vendor should respond "Deviates" to indicate that the capability described by the RFP is available with deviation and is installed in at least one public library as of the date of the proposal. The vendor should describe the capabilities that are available and how they deviate from the RFP. "Deviates" will be an acceptable response to a priority requirement or function if the Rapid City Public Library determines the deviation is acceptable.

c) **Not Planned**: where the vendor does not plan to provide a function with respect to a section of the RFP, the vendor should respond "Not Planned" to that function or requirement.

d) **Development <Date>**: where the vendor's system is under development with respect to a section of the RFP, the vendor should respond with "Development <Date>," specifying the date of availability. The vendor should indicate any deviations from the description provided in the RFP.

e) **Planned <Date>**: where the vendor's proposed system is planned, but not yet under development with respect to a section of the RFP, the vendor should respond "Planned <Date>," specifying the date of availability. The vendor should indicate any deviations from the description provided in the RFP.

2.4 Format of Vendor Response

Proposals should consist of the following elements in this order: cover or title page, table of contents, letter of transmittal, executive summary, followed by the vendor responses to sections 1.2, 4 through 7, and Appendix C in exact order. The letter of transmittal must identify the person to whom all further correspondence and/or questions should be addressed. Include the individual's e-mail address and telephone number.

The proposal must be signed by an individual authorized to extend a formal proposal to the Menlo Park Public Library. Proposals that are not signed may be rejected.

2.5 Cost Quote

Cost quotes should be included for all software and services referenced in the response, including installation, maintenance, and training. Refer to Appendix C (Request for Financial Quote) for cost quote guidelines.

Conditional proposals will not be considered.

2.6 Proprietary Information Agreement

Vendors are required to submit non-proprietary complete narrative descriptions to the statements, questions, products, and support services requested in this RFP. All vendor responses and references in regards to costs shall be available for the public record.

Any part of the vendor's response marked "trade secrets," "confidential," or "proprietary information" must be placed in a separate envelope and marked "proprietary" by the vendor. Failure to clearly identify any portion of trade secrets, confidential, or proprietary information shall relieve the Menlo Park Public Library from any responsibility, should such information be accidentally released or viewed by the public. Any part of the vendor's response marked "proprietary" will be considered additional or supplemental information. The use of such information in the evaluation process will be limited to verification or further explanation of information presented in the proposal.

Submission of vendor's proposal constitutes acceptance of these terms.

2.7 Process Conditions

The vendor agrees to adhere to and accept the following conditions:

a) The Menlo Park Public Library reserves the right to qualify, accept, or reject any or all vendors as deemed to be in the best interest of the Library.
b) The Menlo Park Public Library reserves the right to accept or reject any or all proposals and to waive any irregularities or technicalities in the RFP and any proposal as deemed to be in the best interest of the library.
c) The Menlo Park Public Library reserves the right to negotiate any alterations to bid specifications due to oversight or error.
d) The Menlo Park Public Library reserves the right to accept or reject any exception taken by the vendor to the terms and conditions of this RFP.
e) The Menlo Park Public Library reserves the right to seek clarification, in writing, from vendors about areas of their RFP response during the evaluation process.
f) The Menlo Park Public Library will not pay for any information requested herein, nor will it be liable for any costs incurred by the vendor in preparing a proposal.
g) The Menlo Park Public Library reserves the right to contract for a system that is not the lowest in price, provided that, in the sole judgment of the Library, the system offered under the higher bid has additional value or function which justifies the difference in price.
h) The proposal validity period shall be for 60 days from the due date listed herein. Submission of a proposal constitutes a vendor's recognition of this condition.
i) All proposals received become the property of Menlo Park Public Library and will not be returned to the vendor.

2.8 Submission of Questions

All questions concerning the RFP process must be directed to:

Nicholas Szegda
650-330-2506
njszegda@menlopark.org

Responses to the questions will be provided by telephone or email. If the questions materially affect the RFP specifications, all vendors will receive copies of the questions and responses without identification of the source of the questions.

SELECTION PROCESS AND CONTACT INFORMATION

3. Selection Process

3.1 RFP Evaluation

Proposals will be evaluated by a committee composed of staff from the Menlo Park Public Library. The contract will be awarded to the vendor whose response, conforming to the RFP, will be most advantageous to the Library. In evaluating qualified bids, the following considerations will be taken into account:

- Compliance with critical requirements
- Suitability of system specifications
- Implementation
- Cost, including ongoing factors such as maintenance fees, additional staffing required, ease of administration, support, and the development and installation of new enhancements
- Previous experience with public libraries
- Vendor's service and delivery capabilities and history
- Vendor viability and financial strength
- Recommendation from peer libraries using the vendor’s product

For example, each proposal will be evaluated based on the committee’s assessment of how well the proposal meets the system and performance specifications stated in the RFP. Submission of a proposal by a vendor will be judged as acceptance of the evaluation process and as vendor recognition that some subjective judgements must be made by the Menlo Park Public Library.

3.2 Contract Negotiation

The preferred vendor will be contacted by the Menlo Park Public Library and will enter into contract negotiations. This discussion will finalize any contract terms, such as migration of existing data, implementation process, and acceptance criteria.
The successful vendor’s contract shall be reviewed and approved by City of Menlo Park City Attorney’s office prior to execution by the City Council. A Professional Services Agreement Sample for the City of Menlo Park is shown in Attachment A.

If an acceptable contract cannot be negotiated, the Menlo Park Public Library reserves the right to enter contract negotiations with any other vendor who submitted a proposal.

It is mutually agreed between the Menlo Park Public Library and the vendor that the Library’s acceptance of the vendor’s offer by the issuance of written notification incorporates into the resulting agreement all terms and conditions of the RFP and the vendor’s proposal, except as amended by mutual agreement.

Using the conventions outlined in 2.3, the vendor must clearly state in the submitted proposal any exceptions to, or deviations from, the requirements or terms and conditions of this RFP. Such exceptions or deviations will be considered in evaluating the proposals

3.3 Rejection of Proposal

All vendors submitting proposals will be notified by e-mail as to the winning proposal, within five business days of the award.

3.4 Non-Discriminatory

Menlo Park Library shall not discriminate based on race, color, sex, creed, religion, ancestry, disability, familial status, or national origin in selecting the vendor for the Integrated Library System/DS. The successful vendor agrees that it shall not discriminate in its performance of the contract based on race, color, sex, creed, religion, ancestry, disability, familial status, or national origin.

VENDOR INFORMATION

4. Vendor Information

4.1 Background

Vendor responses to this section will be no more than three pages.

a) Provide a brief description of your company including the name(s) of its owners and/or principle officers, date of origin and/or incorporation, length of time in the library automation field, and length of time supporting the product being bid in response to this RFP.
b) How many full time employees work for your company?
c) What is the percentage breakdown of staff among sales, research and development, support, and other vendor functions?
d) Identify the number and location of support personnel accessible to Menlo Park Public Library.
e) If your company is currently for sale or involved in any transactions to expand or be acquired by another organization, explain.
f) If your company has been involved in a reorganization, acquisition, or merger in the last five years, explain.
g) If your company has been involved in the last five years in public litigation with a client or a third-party vendor related to the product that is being bid in response to this RFP, explain.

4.2 Experience

a) Describe your company's experience in providing automation services to public libraries. Be specific.
b) Describe your position in the ILS/LMS marketplace.
c) How many years has your company worked within the library automation industry?
d) Describe your company's commitment to product development in the last five years.
e) Describe your company's plan for the product development for the next three years.
f) How long has the product that you are bidding in response to this RFP been actively marketed?
g) How does your company actively participate in the development and use of industry standards?

4.3 Product & Customers

a) Name the product that you will bid in response to this RFP and describe it in several succinct paragraphs.
b) State the dates and general content of the last three general releases or major upgrades of that product.
c) How many customers are currently running production versions (not experimental or test versions) of the product?
d) List public libraries of similar size and characteristics to Menlo Park Public Library that are currently using the product. Identify a central contact person for each, including name, address, telephone number, and email address.

4.4 Custom Code

a) If customized code is required, this source code must be provided to the Menlo Park Public Library as well as kept by the vendor and must be fully documented,

4.5 Vendor contacts

a) Describe any user groups or user community resources for the product.

SYSTEM SPECIFICATIONS

5. System Specifications

5.1 General Specifications

a) Patron notification system that supports email, automated telephone and text messaging notices for holds, overdue materials and other patron events and activities or demonstration of ability to work with third party vendor to support the same.
   I. Identify the auto-dialer compatibility with VOIP (Voice over Internet Protocol)
   II. Identify the number of dedicated phone lines required by the auto-dialer system
b) Integration with patron access terminal client software for management of public computer and meeting room scheduling.
c) Federated Search component
   I. Describe how the federated search integrates into the OPAC, with locally held digital resources, and state and consortia resources.
d) Open URL (Uniform Resource Locator) resolution that contains metadata for use primarily by libraries
e) RFID (Radio-Frequency Identification) compatible.
f) Extendable support for multiple branch, satellite and unit operations.
   I. Describe how the system differentiates and hosts multiple collections and locations.
g) OPAC that includes:
   I. Relevance ranking
   II. Patron controlled lists and reviews
   III. Holds and requests components
   IV. RSS feeds
   V. SMS
   VI. Customizable interfaces for a youth catalog
   VII. Online patron registration
   VIII. Spell Check
   IX. Patron Submitted Reviews
h) Identify the maximum number of simultaneous OPAC users allowable, based on normal configuration.
i) Patron self-service for both charging and discharging materials either within the ILS or demonstrated support for third party client.
j) Online and Credit Card payment methods must be available to users either through the client or with demonstrated third party.
   I. Describe how the payment method interacts with the patron database
k) The system must be proposed with the following configuration:
   I. A turnkey system, consisting of a cloud based Software as a service (SaaS), with library data hosted remotely by vendor:
      1) Refer to SaaS agreement in Appendix A for data security specifications, describe compliance/non-compliance to them and your security set up
      2) Any operating system software, database management software, and necessary utilities
l) The system must be proposed with software to support the following functions:
   I. Cataloging and Authority Control, including cataloging utility interface
   II. Circulation, Special Collections, and Media Scheduling
   III. Acquisitions and Fund Accounting, with EDI support

IV. Serials Control, including Routing
V. Report Writer and Statistics with the ability to export data in several different formats including CSV
VI. SQL query creator with saved queries and database access

m) The vendor must provide a single point of support for the entire system. If the library encounters a problem with the central site hardware or software, they must be able to contact the vendor 24 hours a day, 365 days a year, via online chat or a toll-free telephone number to report the problem. Please detail any exceptions to this point.
n) The vendor must not restrict the library regarding the specific library-authorized staff that may call for assistance, or the number of calls allowed. The vendor must describe its maintenance services, detailing how both hardware and software service will be provided
o) The system must have been originally designed for optimum operation in a Web-based computing environment.
p) The system proposed should require minimal ongoing administration and maintenance. All regular system administration functions must be performed from within the application, and should not require access to the server operating system. The vendor shall detail any and all functions that must be performed at the operating system level if any.
q) All updates and indexing transactions must be performed in real-time, without the need for any batch or “chron” jobs to be run.
r) The system must support client platform independence for all staff and OPAC functions. All of the modules must be capable of running on Windows 10 (as well as future versions of Windows), Linux and Mac OS X workstations.
s) The installation of all clients shall be automatic, and delivered from the server to the user’s workstation upon login to the server.
t) All client software updates shall be automatically delivered from the server to the workstation, without requiring additional server hardware or third-party software to facilitate the delivery, and be immediately available for the use of the operator, without requiring re-booting of the workstation.
u) The OPAC module must be accessible via a standard web browser (i.e. Chrome, Firefox, Edge, etc.)
v) The client and user-chosen preferences, such as macros, screen color, fonts, icons, sounds, etc., should be associated with the user and not the workstation. Specifically, all user preferences and privileges will be based upon user identity and shall follow that user from workstation to workstation.
w) The system must permit an authorized user to view and edit any record type for which they have password permission regardless of the module being used (e.g., serials check-in records from within the Acquisitions module, bibliographic records from the Circulation Control module, and order records from the Cataloging module). Please state any such limitations in detail.
x) The vendor must have suitable experience in supporting public libraries that are of a similar size and type as that of the MPL. Vendors shall therefore supply a list of three institutions that most closely match the Library’s characteristics as outlined in this RFP. This listing must include all contact information, including names, addresses, telephone numbers, and email addresses.
y) The system must be able to operate 24 hours a day, 7 days a week, 365 days a year. The system must be available for staff and patron use while backup procedures are being performed.
z) The vendor must describe its maintenance services, detailing how hardware and/or software service will be provided.
aa) The vendor must be able to implement the library’s profile evaluation database within 60 days of contract signing. The profile evaluation database will consist of the library’s data, loaded and indexed to the library’s specifications.
bb) The vendor must not limit the library as to the number of times the profile evaluation database can be re-loaded or re-indexed for evaluation purposes. If there is a limit to the number of times the vendor will re-load or re-index the profile evaluation database, that limit must be listed.

cc) Major software updates on the server should not require downtime of more than 2-4 hours and be performed during the 12am to 4am PST hours. Please describe how major software updates are performed.
dd) The system must not require the use of a third-party relational database management system (RDBMS), such as Oracle, although use of a RDBMS might be available as an option.
ee) The vendors OPAC must be integrated into the library management system and be available in real-time, including circulation status, as records are updated on the integrated library system, requiring no batch loading or nightly re-indexing of the library's data.

5.2 Conforms to currently used ILS/LSP Standards

The product must conform to currently used ILS/LSP Standards:

a) ANSI/NISO Z39.50
b) Describe system interoperability using the NCIP (NISO Circulation Interchange Protocol) standard, for providing standardized links between open and proprietary systems
    I. Describe any successful demonstrations of NCIP implementation between:
        1) The system's circulation module and other ILL systems
        2) The system's ILL module and other circulation systems
        3) The system's circulation module and third party self-service stations
        4) The system's circulation module and the management of electronic book and audiobook formats through third party providers.
    II. Provide examples of 3 libraries which are using your product and a third party vendor to perform self-service service
    III. Provide examples of 3 libraries which are using your product and a third party vendor to perform automatic notification through auto-dialer, text messaging, and email.
c) Describe capabilities of the system to integrate with a third party supplier of an OpenURL-compliant link server system or service. Discuss how this third party system would interoperate with the various library system modules.
d) Describe capabilities of the system to integrate with a third party supplier of a federated search solution or system or service.
    I. Discuss how this third party system would interoperate with the various library system modules.

5.2.1 General Considerations

a) Compatibility with all major browsers and their recent versions.
b) Secure interface between the OPAC and patron information.

5.2.2 Customizability

a) The system should provide the ability to locally customize the contents and display of the menu, search, and result screens. Describe the level and method of customization.

5.2.3 Ease of use

a) The system should provide the ability to customize, add or suppress commands, help screens, menus, and documentation at the system level for default profiles.
b) Describe available options for visually impaired users.

5.2.4 Search Capabilities

a) Describe the general search capabilities of the OPAC.
b) Describe how results are returned to a user.
c) Describe types of relevancy ranking available through the OPAC.
d) How are different formats of the same title treated?

e) What status and location information is available and how may it be displayed?
f) What methods are available to limit or expand searches?
g) What methods are available to limit or expand results?
h) How does the system deal with a no result query?
i) Are alternate suggestions provided?
j) Does the OPAC suggest alternate spellings or use some other method of spell checking search queries?
k) Describe how patrons place holds in the OPAC.
l) How are RSS feeds utilized by the OPAC?
m) What forms of collaboration tools are utilized by the OPAC?
n) Describe the process by which a patron submitted review is added to a record.
o) What other ways may users collaborate and share information with the library and other users?
p) What search options are available for different levels of patrons' computer experience?
q) Describe the availability and functionality of the kid's catalog.
r) Describe how patrons are able to view and interact with their library accounts.
s) Describe online payments functions to pay fines and other fees. Does this service function with credit cards and/or with PayPal or other payment services?
t) What federated search functionality is available either through a third party or existing release of the product? Link resolvers?

5.3 Cataloging and Authority Control

5.3.1 General Considerations

a) What bibliographic formats are supported by the product?
b) Describe the steps required for the creation, editing, and deletion of bibliographic records.
c) Describe the steps required for the creation, editing, and deletion of item records.
d) List the reports that are available to produce collection counts and other statistical reports measuring activity for standard and customized time periods.
e) Describe how broken internet links are addressed.

5.3.2 Record Display

a) Describe the retrieval and display options for bibliographic records available to staff.
b) Describe the retrieval and display options for authority records available to staff.
c) Is there a way to suppress records from public view?

5.3.3 Authority Control

a) Describe the product's authority control capabilities.
b) Which subject thesauri and subject headings are supported by the product?
c) Describe how the product provides for cross-references between and among thesauri.
d) How are unauthorized headings dealt with by the product?

5.3.4 Location and other copy-specified

a) Describe how the product is used to create records for sub-libraries or library branches.
b) How are records moved from one sub-library to another?
c) Describe how shelf locations are designated.

5.3.5 Item/Piece information

a) Describe how the product supports the creation and storage of physical item/piece information related to a bibliographic entry.
b) What process is used to replace item barcodes?

5.3.6 Import, export, and batch loading

a) Describe how the product imports a bibliographic record in real time.
b) How are vendor supplied records imported?
c) Describe how EDI works with your product.
d) What methods are available for exporting bibliographic data?
e) Describe how you accommodate batch loading records from an external system, for example OCLC.

5.4 Acquisitions

a) The Acquisitions Module must be fully integrated with the OPAC, along with the other staff modules. Changes made from within the Acquisitions module shall be reflected throughout the database.
b) Each order record must be automatically and dynamically linked to a bibliographic record.
c) The system shall be capable of accepting new bibliographic information about a title at any time after order placement or when its receipt is recorded.
d) In order to create an order record an operator shall be able to obtain a bibliographic record in several ways:
    I. By using an existing library record via searching the library database by any library-defined access point available elsewhere in the system (including all numeric match points as well as via keyword).
    II. By searching a remote Vendor databases using a Web Services protocol and saving a MARC record and beginning the ordering process.
    III. By manually keying in the bibliographic information into a blank or template bibliographic record.
    IV. By downloading the information from a library materials vendor, which can also include specific item order information, and invoicing data (EDI accessible vendors, such as Ingram).
    V. Via on-line based MARC21 database resources.
    VI. Directly from bibliographic utilities (e.g., OCLC and RLIN).
e) Describe the data access points in the Acquisitions module.
f) Describe the different material types, acquisition types, and order types available in the system.
g) Describe how the system automatically checks for duplicate orders based on any indexed field. Changing fields for duplicate detection must be a local choice not requiring programmer intervention.
h) To facilitate order entry, a large amount of data must be “defaulted” into a template so that it is unnecessary to key the same information repeatedly (e.g. if a group of orders is being sent to one vendor, then the vendor code need be keyed only once for the group). The library must have the option to establish and maintain at least 100 different default templates.
i) The system must also allow the establishment of an indexed variable field containing the local purchase order number with which multiple title orders may associated. The library shall be able to choose whether the system checks for duplicate numbers on this variable field.
j) The system shall permit an authorized user to allocate the cost of a single item across up to 100 funds in user defined proportions and as order records are created and saved, the system shall encumber and update all appropriate fund account files.
k) The system shall support a “Recommend” function, which takes in and sorts requests from the OPAC, providing automatic duplicate checking of the database, giving the acquisitions staff the ability to turn the recommendation into an order, and process it with the full functionality of the Acquisitions module.
l) Whether or not the recommendation becomes an order, the system shall allow an authorized operator to notify the patron of this decision.
m) The system shall permit an authorized operator to place a hold against on order materials from within the Acquisitions module.

n) At the Library's option, the system shall support an extended approval interface, an electronic transfer into the system of book and invoice information in enhanced MARC or non-MARC format for both approval and for firm orders.
o) This optional approval interface shall create bibliographic, order, item (optionally), and invoice information automatically.
p) The system shall support the creation of live links from within the Acquisitions module to relevant content providers, e.g., lists of book reviews, retail trade information, book jacket illustrations, etc.
q) These links shall be dynamically created at the time of retrieval of the specific bibliographic record, based upon a library-administered table of library-selected content providers.
r) The system must support EDI invoicing for materials vendors.
s) Unlimited PO lines per PO and purchase requests tracker
t) 'Send to catalog' feature for 'On Order' display
u) Support for Firm Orders, Standing Orders, Blanket Orders, and Serial Orders

5.5 <u>Serials</u>

a) The Serials control subsystem must be fully integrated with the other system modules. Operations executed in the Serials Control module shall be reflected throughout the database in real time.
b) The system shall have the ability to accommodate all types of serials.
c) Serials Control Module must include the following capabilities:
    I. Serials display in "Kardex," card "Line," and MARC display formats
    II. Checkin
    III. Claiming
    IV. Routing
d) The system must be able to accept serials check-in information using a "Kardex" like format, allowing the operator to scroll forward and backward within the card
e) Check-in records must accommodate alterations in the pattern of enumeration and chronology:
    I. The system shall able to archive old check in information and automatically create a new check-in screen.
    II. The system must be able to accommodate serials that publish in regular "irregular" patterns
f) On a title-by-title basis, the system shall allow the Library to create an item record for circulation automatically as an issue is checked in.
g) Upon check-in the system shall automatically create and update the bibliographic record by inserting the current MARC format for holdings and locations, generating the MARC 853/863, 854/864, and 855/865 fields for issues, supplements, and indexes respectively.
h) The check-in records must contain the following data elements:
    I. Past and future issues
    II. Arrival date(s)
    III. Number of copies received
    IV. Claimed and late issues
i) The system shall easily handle pocket parts, replacements, supplements, and other pieces related to a serial which come outside of the normal pattern of receipt.
j) The system shall provide for abbreviated records ("scratch cards") to note unwanted titles, withdrawn titles, canceled titles, etc.
k) The system shall provide an "advanced" editing mode to modify check-in records, MARC formats for holdings and locations, and summary displays, for the purpose of appropriate viewing in the OPAC.
l) System shall be able to accommodate serials whose cover date spans two or more years (e.g. 1984-88,1990/91).
m) System must automatically adjust future "expected" dates based on receipt history of past issues.
n) The system must support SICI barcode check-in of serial issues.

o) The system must support check-in of electronic serial issues by inputting the serial-specific URL into the check-in record. Optionally, this may be done via electronic transfer from journal integrators.
p) System shall allow for the creation and maintenance of a routing list attached to an individual copy of a serial.
q) The system shall identify all journals eligible for claiming and produce a list of those issues.
r) The system shall be able to identify automatically issues of a serial that are overdue (i.e., those that have not been checked in).
s) System shall automatically calculate a "claim on date" for each title by counting a library- specified number of days from the expected date of an issue.
t) Recognition of overdue issues shall be available, including the following situations:
    I. Failure to receive any issues against a new order within a library specified period after the date of expected first receipt.
    II. Failure to receive the next issue within the expected time frame automatically determined by calculations based on publication frequency data and a library specified "grace period".
    III. For titles that the library receives in multiple copies, receipt of fewer than the required number of copies within a library specified time period after check in of the first copy.
    IV. For items which do not have predictable patterns of frequency or enumeration, identification of items for which there has been no check in activity within a library specified period.
u) The system shall be able to collocate all items flagged as having missing issues for which first claims have not been generated.
v) As part of the claiming review process and to avoid inappropriate claiming, the system shall display the latest payment information from the Acquisitions module as well as direct access to the corresponding order/payment record for the subscription.
w) The system shall support the ability to generate claim notices in printed form or send them electronically using EDI X12 standards.
x) An authorized operator shall be able to limit the display and production of claim notices by choosing a Limit by Location or Limit by Vendor button.
y) The system shall be able to identify issues requiring second and third claims according to library determined time lags that may be defined for various types of items.
z) The system shall be capable of taking a previously defined list of serial records and using it to create a variety of statistical reports.

5.6 Circulation

a) Provide a brief overview of the circulation module. Describe the staff interface for viewing and manipulating patron data, circulation information, notes, and financial records. Briefly describe the major data elements that make up the module.
b) Describe capabilities for multiple circulation policies and procedures for different branches or units within the library.
c) Describe capabilities for multiple patron categories with different privileges and permissions.
d) Describe the calendar system and how the module calculates loan periods, due dates, and fines.
e) Describe staff permission levels and capabilities for overriding system functions or limits.
f) Describe options for uploading patron data from external sources to create or update the patron file.
    I. Describe how the online patron registration interacts with the patron database
g) Describe how to delete or edit selected patron records by batch mode.
h) Give a brief overview of the backup or off-line circulation function.
i) Describe system-generated and manual blocks, including criteria for blocking, alerting staff, process for adding, removing and overriding blocks, and the effects of blocks on patron notices.
j) Describe the hold and recall functions including placing, deleting, freezing, and displaying hold queue order.

k) Detail capabilities for generating patron notices. Specify how notices can be customized. Specify whether notices by email, texting (SMS), and automated telephone alerts are supported, and how undelivered notices are handled by the system.
l) Describe process for circulating material if no record exists in the catalog (e.g. Circ on the fly).
m) Specify capability of providing circulation counts or statistics for items used in-house.
n) Describe how items circulate without an item barcode attached.
o) Can Patron records be loaded and/or registered without a barcode or patron id number attached?
p) Will system show fine totals for items in circulation that are collecting fines, in addition to items that have been checked in with fines?
q) When a hold is processed is it possible for all hold information to show on the first screen, instead of requiring several clicks and screens to get all the information?

5.7 <u>Interlibrary Loan</u>

a) Briefly describe Interlibrary Loan compatibility and functionality.
b) Describe batch processing/printing functions that are similar to First Search OCLC.
c) Borrowing Request must include patron barcode.
d) Borrowing Request must include courier code.
e) Describe system's function for printing mailing labels.
f) Describe any existing interoperability with other ILL products.

5.8 <u>Inventory control</u>

a) Provide a brief overview of inventory control, including capabilities of records to support copy-level and item-level information.
b) Describe use of barcodes in relation to item records, e.g., if the barcode can be changed while preserving the association with item data, safeguards to prevent the use of duplicate barcodes.
c) Describe safeguards in place to prevent deletion of an item record if there is an active link to another record in the system, e.g., circulation charges, remote storage location, etc.
d) Describe the limitations on number of copies/items that can be associated with a single bibliographic or holding record.
e) Describe capabilities for indicating the status of items in the OPAC, including the library's ability to define conditions, the process for adding and removing statuses, and the tracking mechanisms used for item records.
f) Describe support for global updating of item record data, including locations, loan periods, etc.

5.9 <u>System administration & report</u>

a) Provide an overview of the capabilities for configuring and customizing the system that can be performed without Vendor assistance.
b) Describe staffing requirements and skill or training required to support the proposed system.
c) Describe installation of software upgrades and frequency of new releases.
d) Provide an overview of the system's index structure and indexing capabilities.
    I. Specify which indexes are updated dynamically and which are updated through batch processing or job scheduling.
e) Describe capabilities to extract data from the system, manipulate it, and reload it, or download to external sources.
f) Describe system limitations on the number or length of records and fields.
g) Describe mechanism used for periodic database reorganization or re-indexing, and describe any significant loss of functionality during these processes.
h) Include documentation on recommended indexing schema and/or schema used by other public research libraries.

i) Provide an overview of the reporting capabilities, including a list of the standard reports and/or available templates. Include a representative sample of standard reports.
j) Describe capabilities for producing custom reports. Specify whether reports run as background server tasks or at the desktop. List any third-party software packages required or recommended for custom reports.
    I. The custom report writer must be self-contained and available from within the application in all modules and must be able to be run by librarians in each specialty area. The report writer must not require technical expertise or a dedicated specialist and must not require DBMS expertise to use.
k) Describe capabilities for scheduling and running on-demand standard and custom reports, and specify the impact of running reports upon system performance. Describe the audit logs for tracking transactions and for verifying the integrity of the data.
l) Describe capabilities to control access and authorization levels for running reports.
m) Describe capabilities for compiling standard statistical data.
    I. The system must not require the installation of any proprietary software to view statistical reports
n) The system must provide browser-based management reports, which record transaction information, such patron searched in the Web OPAC, Circulation Statistics, etc. Please describe the browser-based management reports available on the system.
    I. The browser-based reports must include collection development reports, which will compile data from acquisitions, circulation and cataloging to provide a cost per item cataloged, and cost per item circulated according to a library – defined call number table.
o) It is strongly desired that statistical reports be exportable in formats usable by third-party spreadsheet software, e.g. Excel, for manipulation and formatting.
p) It is strongly desired that reports can be easily emailed, transmitted, and accessed to facilitate quick communication among staff of this information of required.
q) The system must provide a sophisticated statistics package that is part of the integrated library system application software. The statistics package must not be a third-party software program. The statistics package should allow for sophisticated queries, including budget projections into future years, and should allow the statistics reports to be scheduled at a library-determined time in the future.
r) Custom reports should be integrated throughout the application, so that records gathered into reports can be used as input files in other application functions, such as global update or the Web OPAC.

IMPLEMENTATION

6. Implementation

6.1 Training

a) Please provide an overall description of the vendor's training program.
b) Describe the different types of training offered, including online training, on-site training, and training manuals.
c) Describe the options available for training to take place using the library's data and profile.
d) Multiple training visits to the library, at an agreed-upon schedule by both parties, must be included on the purchased modules.
e) Training should be offered when a new release or new version is distributed.
f) Describe online help systems for both staff and public functions.
g) Please provide a description of the System documentation included as part of the proposal.
    I. State the media and number of copies of user documentation that will be provided at time of purchase

II. User documentation should be updated in a timely manner with each product change or update. Describe.
III. All necessary documentation should be included with the product and should not be purchased separately.

6.2 Data Conversion & Migration

a) Describe data conversion and implementation services included in this proposal. Describe Vendor and library roles and responsibilities in the data conversion process.
b) Provide a migration and implementation plan, including timetables and whether parallel operation of the old and new system is required.
c) Documentation should be online, keyword searchable, downloadable, and modifiable by the library.
d) Must include information on retrieving data from current source, transforming it, and uploading within a specific time frame. Proposals must include a schedule in a number of days for conversion and implementation of system.
e) If there are unforeseen circumstances, how will these affect cost?

POST-IMPLEMENTATION

7. Post-Implementation

7.1 Support & Maintenance

a) Vendor must guarantee support for the system without additional charge for the first twelve months after implementation and provide cost of support for two to four additional years.
b) Describe the vendor's support mechanism for technical questions.
c) What are the hours (Pacific time zone) and days of vendor's live telephone support?
d) What is the expected turnaround time for questions submitted to technical support via email?
e) How are problem fixes or patches distributed and implemented?

7.2 Upgrades

a) Product upgrades must be included as part of the annual maintenance fee.

7.3 Trouble resolution

a) Vendor must have documented trouble-reporting procedure outlining guaranteed response times and escalation procedures.
b) Any problem remaining open for more than one business day should be addressed in writing, with expected resolution and/or delivery date explicitly outlined.
c) Describe vendor support for emergencies, such as system failures and disaster recoveries, and associated costs.

7.4 Testing & Acceptance

a) Post-implementation acceptance tests will be performed following implementation.
b) The post-implementation tests will have three components:
   I. A review to determine that all specified features are present.
   II. A measurement of response times.
   III. A measurement of reliability over a period of 30 consecutive days following the vendor's written certification that the system is fully installed and operational.
      1. Representatives of the Menlo Park Public Library and the vendor will check the availability and performance of each feature while the maximum number of concurrent users for which the system is licensed are active.
      2. The system must perform at 99.9% uptime during business hours during the first 30 days.

c) The Menlo Park Public Library reserves the right to invalidate the contract if post-implementation acceptance criteria are not met. The vendor must be prepared to return all payment made in this circumstance.

APPENDICES

Appendix A: SOFTWARE AS A SERVICE (SaaS) AGREEMENT– Cloud based service required

C1.0 CITY Data

a. **Ownership of CITY Data**. The FIRST PARTY agrees that, all rights, including all intellectual property rights, in and to the CITY Data and any derivative works of the CITY Data shall remain the exclusive property of the CITY. The FIRST PARTY hereby warrants that the SaaS Application does not maintain, store, or export the CITY Data using a database structure, data model, entity relationship diagram or equivalent which is itself a trade secret or which would cause substantial injury to the competitive position of the FIRST PARTY if published.

b. **Data Security.** FIRST PARTY shall at all times during the Term provide and maintain up-to-date security with respect to (a) the Services, (b) the FIRST PARTY’s Website, (c) FIRST PARTY’s physical facilities, and (d) FIRST PARTY’s networks, to prevent unauthorized access or "hacking" of CITY's Data. FIRST PARTY shall provide security for its networks and all Internet connections consistent with best practices observed by well-managed SaaS’s working in the financial services industry, and will promptly install all patches, fixes, upgrades, updates and new versions of any security software it employs. FIRST PARTY will maintain appropriate safeguards to restrict access to CITY's Data to those employees, agents or service providers of FIRST PARTY who need the information to carry out the purposes for which it was disclosed to FIRST PARTY. For information disclosed in electronic form, FIRST PARTY agrees that appropriate safeguards include electronic barriers (e.g., "firewalls", Transport Layer Security (TLS), Secure Socket Layer [SSL] encryption, or most current industry standard encryption, intrusion prevention/detection or similar barriers) and secure authentication (e.g. password protected) access to the CITY's Confidential Information and hosted CITY Data. For information disclosed in written form, FIRST PARTY agrees that appropriate safeguards include secured storage of CITY's Data. CITY’s Data classified as Confidential Information shall be encrypted at rest and in transit with controlled access. FIRST PARTY also will establish and maintain any additional physical, electronic, administrative, technical and procedural controls and safeguards to protect the CITY's Data that are no less rigorous than accepted industry practices (including, as periodically amended or updated, the International Organization for Standardization’s standards: ISO/IEC 27001:2005 – Information Security Management Systems – Requirements and ISO-IEC 27002:2005 – Code of Practice for International Security Management, NIST Special Publication 800-53 Revision 4 or its successor, the Information Technology Library (ITIL) standards, the Control Objectives for Information and related Technology (COBIT) standards or other applicable industry standards for information security), and shall ensure that all such controls and safeguards, including the manner in which Confidential Information is collected, accessed, used, stored, processed, disposed of and disclosed, comply with applicable data protection and privacy laws, as well as the terms and conditions of this Agreement.

c. **Use of CITY Data.** FIRST PARTY is provided a limited non-exclusive license to use the CITY Data solely for performing its obligations under the Agreement and not for FIRST PARTY’S own purposes or later use. Nothing herein shall be construed to confer any license or right to the CITY Data, including user tracking and exception CITY Data within the system, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third party. Unauthorized use of CITY Data by FIRST PARTY or third parties is prohibited. For purpose of this requirement, the phrase “unauthorized use" means the data mining or processing of data, stored or transmitted by the service, for unrelated commercial purposes, advertising or advertising related purposes, or for any other purpose other than security or service delivery analysis that is not explicitly authorized.

d. **Access to and Extraction of CITY Data.** CITY shall have access to CITY's Data 24-hours a day, 7 days a week. The SaaS Application shall be capable of creating a digital, reusable copy of the CITY Data, in whole and in parts, as a platform independent and machine readable file. Such file formats include, without limitation, plain text files such as comma delimited tables, extensible markup language, and JavaScript object notation. CITY Data which is stored in binary formats, including without limitation portable document format, JPEG, and portable network graphics files, shall instead be reproducible in the same format in which it was loaded into the SaaS Application. This reusable copy must be made available in a publicly documented and non-proprietary format, with a clearly-defined data structure and a data dictionary for all terms of art contained in the data. For purposes of this section, non-proprietary formats include formats for which royalty-free codecs are available to end-users. FIRST PARTY warrants that CITY shall be able to extract CITY Data from the SaaS Application on demand, but no later than 24-hours of CITY's request, without charge and without any conditions or contingencies whatsoever (including but not limited to the payment of any fees due to FIRST PARTY).

e. **Backup and Recovery of CITY Data.** As a part of the SaaS Services, FIRST PARTY is responsible for maintaining a backup of CITY Data and for an orderly and timely recovery of such data in the event of data corruption or interruption of the SaaS Services. FIRST PARTY shall maintain a contemporaneous backup of CITY Data that can be recovered within the requirements in this Agreement and maintaining the security of CITY Data as further described herein. FIRST PARTY's backup of CITY Data shall not be considered in calculating storage used by CITY.

f. **Data Breach; Loss of CITY Data**. In the event of any Data Breach, act, error, omission, negligence, misconduct, or breach that compromises or is suspected to compromise the security, confidentiality, or integrity of CITY Data or the physical, technical, administrative, or organizational safeguards put in place by FIRST PARTY that relate to the protection of the security, confidentiality, or integrity of CITY Data, FIRST PARTY shall, as applicable:

   i. Notify CITY immediately following discovery, but no later than twenty- four (24) hours, of becoming aware of such occurrence or suspected occurrence. FIRST PARTY'S report shall identify:
      1. the nature of the unauthorized access, use or disclosure;
      2. the Confidential Information accessed, used or disclosed;
      3. the person(s) who accessed, used and disclosed and/or received protected information (if known);
      4. what FIRST PARTY has done or will do to mitigate any deleterious effect of the unauthorized access, use or disclosure; and
      5. what corrective action FIRST PARTY has taken or will take to prevent future unauthorized access, use or disclosure.

   ii. In the event of a suspected Breach, FIRST PARTY shall keep the CITY informed regularly of the progress of its investigation until the uncertainty is resolved;

   iii. FIRST PARTY shall coordinate with the CITY in its breach response activities including without limitation:
      1. immediately preserve any potential forensic evidence relating to the breach, and remedy the breach as quickly as circumstances permit;
      2. Promptly (within 2 business days) designate a contact person to whom the CITY will direct inquiries, and who will communicate FIRST PARTY responses to CITY inquiries;

3. As rapidly as circumstances permit, apply appropriate resources to remedy the breach condition, investigate, document, restore CITY service(s) as directed by the CITY, and undertake appropriate response activities;
4. Provide status reports to the CITY on Breach response activities, either on a daily basis or a frequency approved by the CITY; e. Make all reasonable efforts to assist and cooperate with the CITY in its Breach response efforts;
5. Ensure that knowledgeable FIRST PARTY staff are available on short notice, if needed, to participate in CITY-initiated meetings and/or conference calls regarding the Breach; and
6. Cooperate with CITY in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by CITY.

iv. In the case of personally identifiable information (PII), at CITY's sole election, (a) notify the affected individuals as soon as practicable but no later than is required to comply with applicable law, or, in the absence of any legally required notification period, within five (5) calendar days of the occurrence; or, (b) reimburse CITY for any costs in notifying the affected individuals;

v. In the case of PII, provide third-party credit and identity monitoring services to each of the affected individuals who comprise the PII for the period required to comply with applicable law, or, in the absence of any legally required monitoring services, for no fewer than eighteen (18) months following the date of notification to such individuals;

vi. Perform or take any other actions required to comply with applicable law as a result of the occurrence;

vii. Without limiting FIRST PARTY's obligations of indemnification as further described in this Agreement, indemnify, defend, and hold harmless CITY for any and all claims, including reasonable attorneys' fees, costs, and expenses incidental thereto, which may be suffered by, accrued against, charged to, or recoverable from CITY in connection with the occurrence;

viii. Recreate lost CITY Data in the manner and on the schedule set by CITY without charge to CITY; and

ix. Provide to CITY a detailed plan within ten (10) calendar days of the occurrence describing the measures FIRST PARTY will undertake to prevent a future occurrence.

x. Notification to affected individuals, as described above, shall comply with applicable law, be written in plain language, and contain (at the CITY's election) information that may include: name and contact information of FIRST PARTY'S (or CITY's) representative; a description of the nature of the loss; a list of the types of data involved; the known or approximate date of the loss; how such loss may affect the affected individual; what steps FIRST PARTY has taken to protect the affected individual; what steps the affected individual can take to protect himself or herself; contact information for major credit card reporting agencies; and, information regarding the credit and identity monitoring services to be provided by FIRST PARTY.

xi. FIRST PARTY shall retain and preserve CITY Data in accordance with the CITY's instruction and requests, including without limitation any retention schedules and/or litigation hold orders provided by the CITY to FIRST PARTY, independent of where the CITY Data is stored.

xii. CITY shall conduct all media communications, unless at its sole discretion directs FIRST PARTY to do so, related to such Data Breach.

C2.0 Indemnification.

a. **General Indemnification.** FIRST PARTY shall indemnify and hold harmless CITY and its officers, agents and employees from, and, if requested, shall defend them from and against any and all liabilities (legal, contractual, or otherwise), losses, damages, costs, expenses, or claims for injury or damages (collectively, "Claims"), arising from or in any way connected with FIRST PARTY performance of the Agreement, including but not limited to, any: (i) injury to or death of a person, including employees of CITY or FIRST PARTY; (ii) loss of or damage to property; (iii) violation of local, state, or federal common law, statute or regulation, including but not limited to privacy or personally identifiable information, health information, disability and labor laws or regulations; (iv) strict liability imposed by any law or regulation; or (v) losses arising from FIRST PARTY execution of subcontracts not in accordance with the requirements of this Agreement applicable to subcontractors; except where such Claims are the result of the sole active negligence or willful misconduct of CITY. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and CITY's costs of investigating any claims against the CITY. In addition to FIRST PARTY's obligation to indemnify CITY, FIRST PARTY specifically acknowledges and agrees that it has an immediate and independent obligation to defend CITY from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such Claim is tendered to FIRST PARTY by CITY and continues at all times thereafter.

b. **Infringement Indemnification.** If notified promptly in writing of any judicial action brought against CITY based on an allegation that CITY's use of the SaaS Application and Services infringes a patent, copyright, or any right of a third party or constitutes misuse or misappropriation of a trade secret or any other right in intellectual property (Infringement), FIRST PARTY will hold CITY harmless and defend such action at its own expense. FIRST PARTY will pay the costs and damages awarded in any such action or the cost of settling such action, provided that FIRST PARTY shall have sole control of the defense of any such action and all negotiations or its settlement or compromise. If notified promptly in writing of any informal claim (other than a judicial action) brought against CITY based on an allegation that CITY's use of the SaaS Application and/or Services constitutes Infringement, FIRST PARTY will pay the costs associated with resolving such claim and will pay the settlement amount (if any), provided that FIRST PARTY shall have sole control of the resolution of any such claim and all negotiations for its settlement. In the event a final injunction is obtained against CITY's use of the SaaS Application and Services by reason of Infringement, or in FIRST PARTY's opinion CITY's use of the SaaS Application and Services is likely to become the subject of Infringement, FIRST PARTY may at its option and expense: (a) procure for CITY the right to continue to use the SaaS Application and Services as contemplated hereunder, (b) replace the SaaS Application and Services with a non-infringing, functionally equivalent substitute SaaS Application and Services, or (c) suitably modify the SaaS Application and Services to make its use hereunder non-infringing while retaining functional equivalency to the unmodified version of the SaaS Application and Services. If none of these options is reasonably available to FIRST PARTY, then the applicable Authorization Document or relevant part of such Authorization Document may be terminated at the option of either Party hereto and FIRST PARTY shall refund to CITY all amounts paid under this Agreement for the license of such infringing

SaaS Application and/or Services. Any unauthorized modification or attempted modification of the SaaS Application and Services by CITY or any failure by CITY to implement any improvements or updates to the SaaS Application and Services, as supplied by FIRST PARTY, shall void this indemnity unless CITY has obtained prior written authorization from FIRST PARTY permitting such modification, attempted modification or failure to implement. FIRST PARTY shall have no liability for any claim of Infringement based on CITY's use or combination of the SaaS Application and Services with products or data of the type for which the SaaS Application and Services was neither designed nor intended to be used.

C3.0 Transition Services and Disposition of Content.

Upon expiration or termination of the SaaS Services under this Agreement:

a. FIRST PARTY may immediately discontinue the SaaS Services and CITY shall immediately cease accessing the SaaS Application and Services. FIRST PARTY shall within five (5) calendar days of the expiration or termination of the SaaS Services return CITY's data in an agreed-upon machine readable format. This provision shall also apply to all CITY Data that is in the possession of subcontractors, agents or auditors of FIRST PARTY. Such data transfer shall be done at no cost to the CITY. Once FIRST PARTY has received written confirmation from CITY that CITY's Data has been successfully transferred to CITY, FIRST PARTY shall within thirty (30) calendar days purge or physically destroy all CITY Data from its hosted servers or files and provide CITY with written certification within five (5) calendar days that such purge and/or physical destruction has occurred. Secure disposal shall be accomplished by "purging" or "physical destruction," in accordance with National Institute of Standards and Technology (NIST) Special Publication 80088 or most current industry standard.

b. FIRST PARTY shall provide to CITY and/or Successor Service Provider assistance requested by CITY to effect the orderly transition of the SaaS Services, in whole or in part, to CITY or to Successor Service Provider. During the transition period, SaaS and CITY Data access shall continue to be made available to CITY without alteration. Such Transition Services shall be provided on a time and materials basis if the CITY opts to return to its own servers or CITY chooses a Successor Service Provider. Transition costs may include: (a) developing a plan for the orderly transition of the terminated SaaS Services from FIRST PARTY to Successor Service Provider; (b) if required, transferring the CITY Data to Successor Service Provider; (c) using commercially reasonable efforts to assist CITY in acquiring any necessary rights to legally and physically access and use any third-party technologies and documentation then being used by FIRST PARTY in connection with the Services; (d) using commercially reasonable efforts to make available to CITY, pursuant to mutually agreeable terms and conditions, any third-party services then being used by FIRST PARTY in connection with the SaaS Services; and, (e) such other activities upon which the Parties may agree. Notwithstanding the foregoing, should CITY terminate this Agreement due to FIRST PARTY'S material breach, CITY may elect to use the Services for a period of no greater than six (6) months from the date of termination at a reduced rate of twenty (20%) percent off of the then-current Services Fees for the terminated Services. All applicable terms and conditions of this Agreement shall apply to the Transition Services. This Section shall survive the termination of this Agreement

---

Appendix B: Terminology

Purchaser: Menlo Park Public Library
ILS: Integrated Library System
LMS: Library Management System
DS: Discovery Service (Discovery Layer)
Product: The Integrated Library System
Vendor: A respondent to the Request for Proposal, the supplier of an Integrated Library System

Module: A component of the ILS/LMS, such as cataloging, serials, or circulation.
User: Library patrons and staff members who will interact with the product.
RFP: Request for Proposal
SaaS: Software as a Service
EDI: Electronic Data Interchange
SMS: Short Message Service, messages via cellular phone

Appendix C: Request for financial quote

Request for Financial Quote

Complete based on system requirements outlined above

Instructions: Do not deviate from this template, and supply responses in the order stated. Supply a summary page of costs below. Provide a separate, detailed quote with line items and attach. Include any third-party software which is necessary and include detailed breakdowns and explanatory comments as appropriate.

System Summary

a) One-time setup fee based on Software as a Service (SaaS) with databases to be hosted by vendor
b) Annual fee:
c) Projected 5 year costs:
d) Training:
e) Other Costs (Please specify):
f) Payment plan: Vendors are requested to comment on the following payment plan for one-time setup costs:
    I. Down payment by Purchaser at system implementation
    II. Quarterly payments will be made by Purchaser in the amount of 1/5th of total due

Financial quotes must be received by the Menlo Park Public Library by 6:00 pm PST on 12/3/2020.

9. Declaration and Signature

OPTIONAL SITE VISIT: Representative that

attended:______________________________________

DECLARATION:

The undersigned hereby declares the bid specifications have been carefully examined and this proposal is submitted in compliance therewith. The undersigned understands that competence and responsibility, time of completion, as well as other factors of interest to MPL may be a consideration in making the award. MPL reserves the right to reject any and all proposals, to accept or reject alternate proposals and unit prices, and waive technicalities concerning the bid proposals received as it may be in MPL's best interest to do so.

AUTHORIZED REPRESENTATIVE:

Authorized Representative's Name	Title
Authorized Representative's Signature	Date
Company	Telephone
Street Address	E-Mail
City/State/Zip	Fax

PROFESSIONAL SERVICES AGREEMENT SAMPLE

City Manager's Office
701 Laurel St., Menlo Park, CA 94025
tel 650-330-6620

CITY OF MENLO PARK

	Agreement #:
	AGREEMENT FOR SERVICES BETWEEN THE CITY OF MENLO PARK AND FIRST PARTY
	THIS AGREEMENT made and entered into at Menlo Park, California, this _____ day of ______________________, __________, by and between the CITY OF MENLO PARK, a Municipal Corporation, hereinafter referred to as "CITY," and FIRST PARTY, hereinafter referred to as "FIRST PARTY."
	WITNESSETH: WHEREAS, CITY desires to retain FIRST PARTY to provide certain professional services for CITY in connection with that certain project called: click here to enter text WHEREAS, FIRST PARTY is licensed to perform said services and desires to and does hereby undertake to perform said services. NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS, PROMISES AND CONDITIONS of each of the parties hereto, it is hereby agreed as follows:
A.	**SCOPE OF WORK**
	In consideration of the payment by CITY to FIRST PARTY, as hereinafter provided, FIRST PARTY agrees to perform all the services as set forth in Exhibit "A," Scope of Services.
B.	**SCHEDULE FOR WORK**
	FIRST PARTY's proposed schedule for the various services required pursuant to this agreement will be as set forth in Exhibit "A," Scope of Services. CITY will be kept informed as to the progress of work by written reports, to be submitted monthly or as otherwise required in Exhibit "A." Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents or other events beyond the control of the other, or the other's employees and agents. FIRST PARTY shall commence work immediately upon receipt of a "Notice to Proceed" from CITY. The "Notice to Proceed" date shall be considered the "effective date" of the agreement, as used herein, except as otherwise specifically defined. FIRST PARTY shall complete all the work and deliver to CITY all project related files, records, and materials within one month after completion of all of FIRST PARTY's activities required under this agreement.
C.	**PROSECUTION OF WORK**
	FIRST PARTY will employ a sufficient staff to prosecute the work diligently and continuously and will complete the work in accordance with the schedule of work approved by the CITY. (See Exhibit "A," Scope of Services).

D.	**COMPENSATION AND PAYMENT**

A. CITY shall pay FIRST PARTY an all-inclusive fee that shall not exceed $enter amount as described in Exhibit "A," Scope of Services. This compensation shall be based on the rates described in Exhibit "A." All payments, including fixed hourly rates, shall be inclusive of all indirect and direct charges to the Project incurred by FIRST PARTY. The CITY reserves the right to withhold payment if the City determines that the quantity or quality of the work performed is unacceptable.

B. FIRST PARTY's fee for the services as set forth herein shall be considered as full compensation for all indirect and direct personnel, materials, supplies and equipment, and services incurred by FIRST PARTY and used in carrying out or completing the work.

C. Payments shall be monthly for the invoice amount or such other amount as approved by CITY. As each payment is due, the FIRST PARTY shall submit a statement describing the services performed to CITY. This statement shall include, at a minimum, the project title, agreement number, the title(s) of personnel performing work, hours spent, payment rate, and a listing of all reimbursable costs. CITY shall have the discretion to approve the invoice and the work completed statement. Payment shall be for the invoice amount or such other amount as approved by CITY.

D. Payments are due upon receipt of written invoices. CITY shall have the right to receive, upon request, documentation substantiating charges billed to CITY. CITY shall have the right to perform an audit of the FIRST PARTY's relevant records pertaining to the charges.

E.	**EQUAL EMPLOYMENT OPPORTUNITY**

1. FIRST PARTY, with regard to the work performed by it under this agreement shall not discriminate on the grounds of race, religion, color, national origin, sex, handicap, marital status or age in the retention of sub-consultants, including procurement of materials and leases of equipment.
2. FIRST PARTY shall take affirmative action to insure that employees and applicants for employment are treated without regard to their race, color, religion, sex, national origin, marital status or handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training including apprenticeship.
3. FIRST PARTY shall post in prominent places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
4. FIRST PARTY shall state that all qualified applications will receive consideration for employment without regard to race, color, religion, sex, national origin, marital status or handicap.
5. FIRST PARTY shall comply with Title VI of the Civil Rights Act of 1964 and shall provide such reports as may be required to carry out the intent of this section.
6. FIRST PARTY shall incorporate the foregoing requirements of this section in FIRST PARTY's agreement with all sub-consultants.

F.	**ASSIGNMENT OF AGREEMENT AND TRANSFER OF INTEREST**

B. FIRST PARTY shall not assign this agreement, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the CITY thereto, provided, however, that claims for money due or to become due to the FIRST PARTY from the CITY under this agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of an intended assignment or transfer shall be furnished promptly to the CITY.

C. In the event there is a change of more than 30 percent of the stock ownership or ownership in FIRST PARTY from the date of this agreement is executed, then CITY shall be notified before the date of said change of stock ownership or interest and CITY shall have the right, in event of such change in stock ownership or interest, to terminate this agreement upon notice to FIRST PARTY. In the event CITY is not notified of any such change in stock ownership or interest, then upon knowledge of same, it shall be deemed that CITY has terminated this agreement.

G. INDEPENDENT WORK CONTROL

It is expressly agreed that in the performance of the service necessary for compliance with this agreement, FIRST PARTY shall be and is an independent contractor and is not an agent or employee of CITY. FIRST PARTY has and shall retain the right to exercise full control and supervision of the services and full control over the employment, direction, compensation and discharge of all persons assisting FIRST PARTY in the performance of FIRST PARTY's services hereunder. FIRST PARTY shall be solely responsible for its own acts and those of its subordinates and employees.

H. CONSULTANT QUALIFICATIONS

It is expressly understood that FIRST PARTY is licensed and skilled in the professional calling necessary to perform the work agreed to be done by it under this agreement and CITY relies upon the skill of FIRST PARTY to do and perform said work in a skillful manner usual to the profession. The acceptance of FIRST PARTY's work by CITY does not operate as a release of FIRST PARTY from said understanding.

I. NOTICES

All notices hereby required under this agreement shall be in writing and delivered in person or sent by certified mail, postage prepaid or by overnight courier service. Notices required to be given to CITY shall be addressed as follows:

Department Head
Department
City of Menlo Park
701 Laurel St.
Menlo Park, CA 94025
650-330-xxxx
Email

Notices required to be given to FIRST PARTY shall be addressed as follows:
Name
Company
Address
City, State Zip
Phone
Email

Provided that any party may change such address by notice, in writing, to the other party and thereafter notices shall be addressed and transmitted to the new address.

J. HOLD HARMLESS

	The FIRST PARTY shall defend, indemnify and hold harmless the CITY, its subsidiary agencies, their officers, agents, employees and servants from all claims, suits or actions that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the FIRST PARTY brought for, or on account of, injuries to or death of any person or damage to property resulting from the performance of any work required by this agreement by FIRST PARTY, its officers, agents, employees and servants. Nothing herein shall be construed to require the FIRST PARTY to defend, indemnify or hold harmless the CITY, its subsidiary agencies, their officers, agents, employees and servants against any responsibility to liability in contravention of Section 2782.8 of the California Civil Code.
K.	**INSURANCE**

2. FIRST PARTY shall not commence work under this agreement until all insurance required under this Section has been obtained and such insurance has been approved by the City, with certificates of insurance evidencing the required coverage.

3. There shall be a contractual liability endorsement extending the FIRST PARTY's coverage to include the contractual liability assumed by the FIRST PARTY pursuant to this agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the CITY, at the address shown in Section 9, of any pending cancellation of the policy. FIRST PARTY shall notify CITY of any pending change to the policy. All certificates shall be filed with the City.
   A. <u>Workers' compensation and employer's liability insurance:</u>
      The FIRST PARTY shall have in effect during the entire life of this agreement workers' compensation and Employer's Liability Insurance providing full statutory coverage. In signing this agreement, the FIRST PARTY makes the following certification, required by Section 18161 of the California Labor Code: "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this agreement" (not required if the FIRST PARTY is a Sole Proprietor).
   B. <u>Liability insurance:</u>
      The FIRST PARTY shall take out and maintain during the life of this agreement such Bodily Injury Liability and Property Damage Liability Insurance (Commercial General Liability Insurance) on an occurrence basis as shall protect it while performing work covered by this agreement from any and all claims for damages for bodily injury, including accidental death, as well as claims for property damage which may arise from the FIRST PARTY's operations under this agreement, whether such operations be by FIRST PARTY or by any sub-consultant or by anyone directly or indirectly employed by either of them. The amounts of such insurance shall be not less than one million dollars ($1,000,000) per occurrence and one million dollars ($1,000,000) in aggregate, or one million dollars ($1,000,000) combined single limit bodily injury and property damage for each occurrence. FIRST PARTY shall provide the CITY with acceptable evidence of coverage, including a copy of all declarations of coverage exclusions. FIRST PARTY shall maintain Automobile Liability Insurance pursuant to this agreement in an amount of not less than one million dollars ($1,000,000) for each accident combined single limit or not less than one million dollars ($1,000,000) for any one (1) person, and one million dollars ($1,000,000) for any one (1) accident, and Three Hundred Thousand Dollars, ($300,000) property damage.
   C. <u>Professional liability insurance:</u>
      FIRST PARTY shall maintain a policy of professional liability insurance, protecting it against claims arising out of the negligent acts, errors, or omissions of FIRST PARTY pursuant to this agreement, in the amount of not less than one million dollars ($1,000,000) per claim and in the aggregate. Said professional liability insurance is to be kept in force for not less than one (1) year after completion of services described herein.
4. CITY and its subsidiary agencies, and their officers, agents, employees and servants shall be named as additional insured on any such policies of Commercial General Liability and Automobile Liability Insurance, (but not for the Professional Liability and workers' compensation), which shall also contain a provision that the insurance afforded thereby to the CITY, its subsidiary agencies, and their officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy, and that if the CITY, its subsidiary agencies and their officers and employees have other insurance against a loss covered by a policy, such other insurance shall be excess insurance only.
5. In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, CITY, at its option, may,

notwithstanding any other provision of this agreement to the contrary, immediately declare a material breach of this agreement and suspend all further work pursuant to this agreement.

6. Before the execution of this agreement, any deductibles or self-insured retentions must be declared to and approved by CITY.

L.	PAYMENT OF PERMITS/LICENSES
	Contractor shall obtain any license, permit, or approval if necessary from any agency whatsoever for the work/services to be performed, at his/her own expense, before commencement of said work/services or forfeit any right to compensation under this agreement.
M.	**RESPONSIBILITY AND LIABILITY FOR SUB-CONSULTANTS AND/OR SUBCONTRACTORS**
	Approval of or by CITY shall not constitute nor be deemed a release of responsibility and liability of FIRST PARTY or its sub-consultants and/or subcontractors for the accuracy and competency of the designs, working drawings, specifications or other documents and work, nor shall its approval be deemed to be an assumption of such responsibility by CITY for any defect in the designs, working drawings, specifications or other documents prepared by FIRST PARTY or its sub-consultants and/or subcontractors.
N.	**OWNERSHIP OF WORK PRODUCT**
	Work products of FIRST PARTY for this project, which are delivered under this agreement or which are developed, produced and paid for under this agreement, shall become the property of CITY. The reuse of FIRST PARTY's work products by City for purposes other than intended by this agreement shall be at no risk to FIRST PARTY.
O.	**REPRESENTATION OF WORK**
	Any and all representations of FIRST PARTY, in connection with the work performed or the information supplied, shall not apply to any other project or site, except the project described in Exhibit "A" or as otherwise specified in Exhibit "A."
P.	**TERMINATION OF AGREEMENT**
A1.	CITY may give thirty (30) days written notice to FIRST PARTY, terminating this agreement in whole or in part at any time, either for CITY's convenience or because of the failure of FIRST PARTY to fulfill its contractual obligations or because of FIRST PARTY's change of its assigned personnel on the project without prior CITY approval. Upon receipt of such notice, FIRST PARTY shall: • Immediately discontinue all services affected (unless the notice directs otherwise); and • Deliver to the CITY all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated or produced by FIRST PARTY in performing work under this agreement, whether completed or in process.
A2.	If termination is for the convenience of CITY, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.
A3.	If the termination is due to the failure of FIRST PARTY to fulfill its agreement, CITY may take over the work and prosecute the same to completion by agreement or otherwise. In such case, FIRST PARTY shall be liable to CITY for any reasonable additional cost occasioned to the CITY thereby.
A4.	If, after notice of termination for failure to fulfill agreement obligations, it is determined that FIRST PARTY had not so failed, the termination shall be deemed to have been effected for the convenience of the CITY. In such event, adjustment in the contract price shall be made as provided in Paragraph B of this Section.
A5.	The rights and remedies of the CITY provided in this Section are in addition to any other rights and remedies provided by law or under this agreement.

A6.	Subject to the foregoing provisions, the CITY shall pay FIRST PARTY for services performed and expenses incurred through the termination date.
Q.	**INSPECTION OF WORK**
	It is FIRST PARTY's obligation to make the work product available for CITY's inspections and periodic reviews upon request by CITY.
R.	**COMPLIANCE WITH LAWS**
	It shall be the responsibility of FIRST PARTY to comply with all State and Federal Laws applicable to the work and services provided pursuant to this agreement, including but not limited to compliance with prevailing wage laws, if applicable.
S.	**BREACH OF AGREEMENT**
c.	This agreement is governed by applicable federal and state statutes and regulations. Any material deviation by FIRST PARTY for any reason from the requirements thereof, or from any other provision of this agreement, shall constitute a breach of this agreement and may be cause for termination at the election of the CITY.
d.	The CITY reserves the right to waive any and all breaches of this agreement, and any such waiver shall not be deemed a waiver of any previous or subsequent breaches. In the event the CITY chooses to waive a particular breach of this agreement, it may condition same on payment by FIRST PARTY of actual damages occasioned by such breach of agreement.
T.	**SEVERABILITY**
	The provisions of this agreement are severable. If any portion of this agreement is held invalid by a court of competent jurisdiction, the remainder of the agreement shall remain in full force and effect unless amended or modified by the mutual consent of the parties.
U.	**CAPTIONS**
	The captions of this agreement are for convenience and reference only and shall not define, explain, modify, limit, exemplify, or aid in the interpretation, construction, or meaning of any provisions of this agreement.
V.	**LITIGATION OR ARBITRATION**
	In the event that suit or arbitration is brought to enforce the terms of this agreement, the prevailing party shall be entitled to litigation costs and reasonable attorneys' fees. The Dispute Resolution provisions are set forth on Exhibit "B," ‘Dispute Resolution’ attached hereto and by this reference incorporated herein.
W.	**RETENTION OF RECORDS**
	Contractor shall maintain all required records for three years after the City makes final payment and all other pending matters are closed, and shall be subject to the examination and /or audit of the City, a federal agency, and the state of California.
X.	**TERM OF AGREEMENT**
	This agreement shall remain in effect for the period of Select start date through Select end date unless extended, amended, or terminated in writing by CITY.

Y.	ENTIRE AGREEMENT
	This document constitutes the sole agreement of the parties hereto relating to said project and states the rights, duties, and obligations of each party as of the document's date. Any prior agreement, promises, negotiations, or representations between parties not expressly stated in this document are not binding. All modifications, amendments, or waivers of the terms of this agreement must be in writing and signed by the appropriate representatives of the parties to this agreement.
Z.	**STATEMENT OF ECONOMIC INTEREST**
	Consultants, as defined by Section 18701 of the Regulations of the Fair Political Practices Commission, Title 2, Division 6 of the California Code of Regulations, are required to file a Statement of Economic Interests with 30 days of approval of a contract services agreement with the City of its subdivisions, on an annual basis thereafter during the term of the contract, and within 30 days of completion of the contract. Based upon review of the Consultant's Scope of Work and determination by the City Manager, it is determined that Consultant Choose an item required to file a Statement of Economic Interest. A statement of Economic Interest shall be filed with the City Clerk's office no later than 30 days after the execution of the agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

FOR FIRST PARTY:

Signature

Date

Printed name

Title

Tax ID#

APPROVED AS TO FORM:

William L. McClure, City Attorney

Date

FOR CITY OF MENLO PARK:

Signature Authority, Title

Date

ATTEST:

Judi A. Herren, City Clerk

Date

EXHIBIT "A" – SCOPE OF SERVICES

1) SCOPE OF WORK

FIRST PARTY agrees to provide consultant services for CITY's Department. In the event of any discrepancy between any of the terms of the FIRST PARTY's proposal and those of this agreement, the version most favorable to the CITY shall prevail. FIRST PARTY shall provide the following services:

Provide general consultant services for projects as determined by the CITY. The detailed scope of work for each task the CITY assigns the consultant shall be referred to as Exhibit A -1, which will become part of this agreement. A notice to proceed will be issued separately for each separate scope of work agreed to between the CITY and FIRST PARTY.

FIRST PARTY agrees to perform these services as directed by the CITY in accordance with the standards of its profession and CITY's satisfaction.

2) COMPENSATION

CITY hereby agrees to pay FIRST PARTY at the rates to be negotiated between FIRST PARTY and CITY as detailed in Exhibit A-1. The actual charges shall be based upon (a) FIRST PARTY's standard hourly rate for various classifications of personnel; (b) all fees, salaries and expenses to be paid to engineers, consultants, independent contractors, or agents employed by FIRST PARTY; and shall (c) include reimbursement for mileage, courier and plan reproduction. The total fee for each separate Scope of Work agreed to between the CITY and FIRST PARTY shall not exceed the amount shown in Exhibit A-1.

FIRST PARTY shall be paid within thirty (30) days after approval of billing for work completed and approved by the CITY. Invoices shall be submitted containing all information contained in Section A5 below. In no event shall FIRST PARTY be entitled to compensation for extra work unless an approved change order, or other written authorization describing the extra work and payment terms, has been executed by CITY before the commencement of the work.

3) SCHEDULE OF WORK

FIRST PARTY'S proposed schedule for the various services required will be set forth in Exhibit A-1.

4) CHANGES IN WORK -- EXTRA WORK

In addition to services described in Section A1, the parties may from time to time agree in writing that FIRST PARTY, for additional compensation, shall perform additional services including but not limited to:

1) Change in the services because of changes in scope of the work.
2) Additional tasks not specified herein as required by the CITY.

The CITY and FIRST PARTY shall agree in writing to any changes in compensation and/or changes in FIRST PARTY's services before the commencement of any work. If FIRST PARTY deems work he/she has been directed to perform is beyond the scope of this agreement and constitutes extra work, FIRST PARTY shall immediately inform the CITY in writing of the fact. The CITY shall make a determination as to whether such work is in fact beyond the scope of this agreement and constitutes extra work. In the event that the CITY determines that such work does constitute extra work, it shall provide compensation to the FIRST PARTY in accordance with an agreed cost that is fair and equitable. This cost will be mutually agreed upon by the CITY and FIRST PARTY. A supplemental agreement providing for such compensation for extra work shall be negotiated between the CITY and the FIRST PARTY. Such supplemental agreement shall be executed by the FIRST PARTY and may be approved by the City Manager upon recommendation of the Project Manager's title.

5) **BILLINGS**

FIRST PARTY's bills shall include the following information: A brief description of services performed, project title and the agreement number; the date the services were performed; the number of hours spent and by whom; the current contract amount; the current invoice amount;
Except as specifically authorized by CITY, FIRST PARTY shall not bill CITY for duplicate services performed by more than one person. In no event shall FIRST PARTY submit any billing for an amount in excess of the maximum amount of compensation provided in Section A2.

The expenses of any office, including furniture and equipment rental, supplies, salaries of employees, telephone calls, postage, advertising, and all other expenses incurred by FIRST PARTY in the performances of this agreement shall be incurred at the FIRST PARTY's discretion. Such expenses shall be FIRST PARTY's sole financial responsibility.

EXHIBIT “B” - DISPUTE RESOLUTION

B1.0 All claims, disputes and other matters in question between the FIRST PARTY and CITY arising out of, or relating to, the contract documents or the breach thereof, shall be resolved as follows:

B2.0 Mediation

B2.1 The parties shall attempt in good faith first to mediate such dispute and use their best efforts to reach agreement on the matters in dispute. After a written demand for non-binding mediation, which shall specify in detail the facts of the dispute, and within ten (10) days from the date of delivery of the demand, the matter shall be submitted to a mutually agreeable mediator. The Mediator shall hear the matter and provide an informal opinion and advice, none of which shall be binding upon the parties, but is expected by the parties to help resolve the dispute. Said informal opinion and advice shall be submitted to the parties within twenty (20) days following written demand for mediation. The Mediator’s fee shall be shared equally by the parties. If the dispute has not been resolved, the matter shall be submitted to arbitration in accordance with Paragraph B3.1.

B3.0 Arbitration

B3.1 Any dispute between the parties that is to be resolved by arbitration as provided in Paragraph B2.1 shall be settled and decided by arbitration conducted by the American Arbitration Association in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, as then in effect, except as provided below. Any such arbitration shall be held before three arbitrators who shall be selected by mutual agreement of the parties; if agreement is not reached on the selection of the arbitrators within fifteen (15) days, then such arbitrator(s) shall be appointed by the presiding Judge of the court of jurisdiction of the agreement.

B3.2 The provisions of the Construction Industry Arbitration Rules of the American Arbitration Association shall apply and govern such arbitration, subject, however to the following:

B3.3 Any demand for arbitration shall be writing and must be made within a reasonable time after the claim, dispute or other matter in question as arisen. In no event shall the demand for arbitration be made after the date that institution of legal or equitable proceedings based on such claim, dispute or other matter would be barred by the applicable statute of limitations.

B3.4 The arbitrator or arbitrators appointed must be former or retired judges, or attorneys at law with last ten (10) years’ experience in construction litigation.

B3.5 All proceedings involving the parties shall be reported by a certified shorthand court reporter, and written transcripts of the proceedings shall be prepared and made available to the parties.

B3.6 The arbitrator or arbitrators must be made within and provide to the parties factual findings and the reasons on which the decisions of the arbitrator or arbitrators is based.

B3.7 Final decision by the arbitrator or arbitrators must be made within ninety (90) days from the date of the arbitration proceedings are initiated.

B3.8 The prevailing party shall be awarded reasonable attorneys’ fees, expert and non-expert witness costs and expenses, and other costs and expenses incurred in connection with the arbitration, unless the arbitrator or arbitrators for good cause determine otherwise.

B3.9 Costs and fees of the arbitrator or arbitrators shall be borne by the non-prevailing party, unless the arbitrator or arbitrators for good cause determine otherwise.

B3.10 The award or decision of the arbitrator or arbitrators, which may include equitable relief, shall be final, and judgment may be entered on it in accordance with applicable law in any court having jurisdiction over the matter.

Attachment B - System Functionality Worksheet	
Critical Requirements	Vendor response
1.2.2.1 ILS/LSP	
14) Standards	
a. Must support MARC21 and RDA data.	
15) Integration	
a. Must support SIP2 and include an unlimited number of connections to SIP2 systems. Must support NCIP.	
b. Must support EZProxy integration.	
c. Must integrate with Envisionware Print Release software.	
d. Must integrate with RFID Automated Materials Handling system.	
16) Initial Training	
a. Must provide training for all modules purchased (including onsite or live online training)	
b. Training manuals for all modules must be provided.	
17) Migration and Implementation Services Requirements	
a. Vendor must migrate the library's present databases to the proposed system.	
b. Migration must include: Bibliographic data, MARC records, Holdings and Item records, Patron data, Active circulation data, Active acquisitions data if available and Authority records if possible.	
c. Vendor must perform a test migration, allowing the library to review and approve data, before performing a final migration.	
d. Vendor must provide instructional and consultation services to MPL staff in the extraction of data from the current system as an included no-charge part of the contract.	
18) Ongoing Customer Support Services Requirements	
a. Must offer evening and weekend support for emergency issues.	
b. Telephone support for non-critical issues must be available during standard business hours (Pacific time.)	
c. System documentation must be provided.	
d. Online help must be available for all modules purchased.	
19) Cataloging	
a. Must allow loading of bibliographic records with flexible match, merge, and overlay tools.	
b. Must support numbered and named labels for MARC tags in editing screens. Must support Authority records and provide an Authority Control solution.	
20) Circulation	
a. Must allow library to independently configure basic circulation functions, such as days closed, due dates, and fines.	
b. Vendor must have remote circulation and inventory functions that staff can use from any device with an internet connection.	
c. Must integrate with a portable scanner for both circulation and inventory.	
21) SMS Notifications	

a. Must automatically deliver text messages (with patron opt-in/opt-out) for hold pickup, fines, overdue, and user announcements.	
b. SMS messaging system must be carrier-agnostic.	
22) Acquisitions	
a. Must support automatic order creation from vendor-supplied MARC records with embedded data in 9XX fields.	
b. Must accommodate flexible fund structures and track encumbrances.	
c. Must allow order creation, material receipt, claiming and all other functions for tracking of ordered materials.	
d. Must support an unlimited number of material types/formats, fund accounts, vendor records, order records, claims and transactions, without an added cost.	
23) Reporting	
a. Must allow creation and scheduling of reports for all user, circulation, fines, payments, holds, bibliographic and usage data.	
24) Staff client(s)	
a. Must offer offline client.	
b. Must offer a request/ILL module.	
c. Must offer circulation and inventory functionality accessible from mobile devices.	
25) The successful proposal *must include documentation* on these components:	
I. Patron notification system that supports email, automated telephone and text messaging notices for holds, overdue materials and other patron events and activities or demonstration of ability to work with third party vendor to support the same.	
II. Integration with patron access terminal client software for management of public computer and meeting room scheduling.	
III. Federated Search component.	
IV. Open URL (Uniform Resource Locator) resolution that contains metadata for use primarily by libraries.	
V. RFID (Radio-Frequency Identification) compatible.	
VI. Extendable support to multiple branch, satellite or unit locations.	
VII. OPAC that includes:	
VIII. Patron self-service for both charging and discharging materials either within the ILS/DS (LSP) or demonstrated support for third party client	
IX. Online and Credit Card payment methods must be available to users through the client or with demonstrated third party.	
1) Relevance ranking	
2) Patron controlled lists and reviews	
3) Holds and requests components	
4) RSS feeds	
5) SMS	
6) Customizable interfaces for a youth catalog	
7) Online patron registration	
8) Spell Check	
9) Patron Submitted Reviews	
1.2.2.1 <u>Discovery Layer</u>	
1) Public interface/discovery system.	

2) Public discovery must have responsive design with full functionality on a mobile device.	
3) Must be highly customizable.	
4) Must offer patron account management capabilities.	
5) Must support inclusion of library branding.	
6) Must integrate electronic databases, including Novelist Plus and Novelist Select.	
7) Must integrate Ebook vendors including Overdrive and Hoopla.	
8) Must have the capability to list library events—calendar function: location, type, audience, language.	
9) Must have the capability to create lists of staff selected materials and to propose the selection in an effective, pleasant way—customizable by the library staff.	
10) Must have the capability to list library services.	
11) Must have the capability to create blogs	
5. <u>System Specifications</u> – details	
5.10 <u>General Specifications</u>	
a) Patron notification system that supports email, automated telephone and text messaging notices for holds, overdue materials and other patron events and activities or demonstration of ability to work with third party vendor to support the same.	
I. Identify the auto-dialer compatibility with VOIP (Voice over Internet Protocol)	
II. Identify the number of dedicated phone lines required by the auto-dialer system	
b) Integration with patron access terminal client software for management of public computer and meeting room scheduling.	
c) Federated Search component	
I. Describe how the federated search integrates into the OPAC, with locally held digital resources, and state and consortia resources.	
d) Open URL (Uniform Resource Locator) resolution that contains metadata for use primarily by libraries	
e) RFID (Radio-Frequency Identification) compatible.	
f) Extendable support for multiple branch, satellite and unit operations.	
I. Describe how the system differentiates and hosts multiple collections and locations.	
g) OPAC that includes:	
I. Relevance ranking	
II. Patron controlled lists and reviews	
III. Holds and requests components	
IV. RSS feeds	
V. SMS	
VI. Customizable interfaces for a youth catalog	
VII. Online patron registration	
VIII. Spell Check	
IX. Patron Submitted Reviews	
h) Identify the maximum number of simultaneous OPAC users allowable, based on normal configuration.	

i) Patron self-service for both charging and discharging materials either within the ILS or demonstrated support for third party client.	
j) Online and Credit Card payment methods must be available to users either through the client or with demonstrated third party.	
I. Describe how the payment method interacts with the patron database	
k) The system must be proposed with the following configuration:	
I. A turnkey system, consisting of a cloud based Software as a service (SaaS), with library data hosted remotely by vendor:	
1) Refer to SaaS agreement in Appendix A for data security specifications, describe compliance/non-compliance to them and your security set up	
2) Any operating system software, database management software, and necessary utilities	
l) The system must be proposed with software to support the following functions:	
I. Cataloging and Authority Control, including cataloging utility interface	
II. Circulation, Special Collections, and Media Scheduling	
III. Acquisitions and Fund Accounting, with EDI support	
IV. Serials Control, including Routing	
V. Report Writer and Statistics with the ability to export data in several different formats including CSV	
VI. SQL query creator with saved queries and database access	
m) The vendor must provide a single point of support for the entire system. If the library encounters a problem with the central site hardware or software, they must be able to contact the vendor 24 hours a day, 365 days a year, via online chat or a toll-free telephone number to report the problem. Please detail any exceptions to this point.	
n) The vendor must not restrict the library regarding the specific library-authorized staff that may call for assistance, or the number of calls allowed. The vendor must describe its maintenance services, detailing how both hardware and software service will be provided	
o) The system must have been originally designed for optimum operation in a Web-based computing environment.	
p) The system proposed should require minimal ongoing administration and maintenance. All regular system administration functions must be performed from within the application, and should not require access to the server operating system. The vendor shall detail any and all functions that must be performed at the operating system level if any.	
q) All updates and indexing transactions must be performed in real-time, without the need for any batch or “chron” jobs to be run.	
r) The system must support client platform independence for all staff and OPAC functions. All of the modules must be capable of running on Windows 10 (as well as future versions of Windows), Linux and Mac OS X workstations.	
s) The installation of all clients shall be automatic, and delivered from the server to the user’s workstation upon login to the server.	
t) All client software updates shall be automatically delivered from the server to the workstation, without requiring additional server hardware or third-party software to facilitate the delivery, and be immediately available for the use of the operator, without requiring re-booting of the workstation.	
u) The OPAC module must be accessible via a standard web browser (i.e. Chrome, Firefox, Edge, etc.)	

v) The client and user-chosen preferences, such as macros, screen color, fonts, icons, sounds, etc., should be associated with the user and not the workstation. Specifically, all user preferences and privileges will be based upon user identity and shall follow that user from workstation to workstation.	
w) The system must permit an authorized user to view and edit any record type for which they have password permission regardless of the module being used (e.g., serials check-in records from within the Acquisitions module, bibliographic records from the Circulation Control module, and order records from the Cataloging module). Please state any such limitations in detail.	
x) The vendor must have suitable experience in supporting public libraries that are of a similar size and type as that of the MPL. Vendors shall therefore supply a list of three institutions that most closely match the Library's characteristics as outlined in this RFP. This listing must include all contact information, including names, addresses, telephone numbers, and email addresses.	
y) The system must be able to operate 24 hours a day, 7 days a week, 365 days a year. The system must be available for staff and patron use while backup procedures are being performed.	
z) The vendor must describe its maintenance services, detailing how hardware and/or software service will be provided.	
aa) The vendor must be able to implement the library's profile evaluation database within 60 days of contract signing. The profile evaluation database will consist of the library's data, loaded and indexed to the library's specifications.	
bb) The vendor must not limit the library as to the number of times the profile evaluation database can be re-loaded or re-indexed for evaluation purposes. If there is a limit to the number of times the vendor will re-load or re-index the profile evaluation database, that limit must be listed.	
cc) Major software updates on the server should not require downtime of more than 2-4 hours and be performed during the 12am to 4am PST hours. Please describe how major software updates are performed.	
dd) The system must not require the use of a third-party relational database management system (RDBMS), such as Oracle, although use of a RDBMS might be available as an option.	
ee) The vendors OPAC must be integrated into the library management system and be available in real-time, including circulation status, as records are updated on the integrated library system, requiring no batch loading or nightly re-indexing of the library's data	
<u>5.2 Conforms to currently used ILS/LSP Standards</u>	
a) ANSI/NISO Z39.50	
b) Describe system interoperability using the NCIP (NISO Circulation Interchange Protocol) standard, for providing standardized links between open and proprietary systems	
I. Describe any successful demonstrations of NCIP implementation between:	
1)The system's circulation module and other ILL systems	
2)The system's ILL module and other circulation systems	
3)The system's circulation module and third party self-service stations	

4)The system's circulation module and the management of electronic book and audiobook formats through third party providers.	
II. Provide examples of 3 libraries which are using your product and a third party vendor to perform self-service service	
III. Provide examples of 3 libraries which are using your product and a third party vendor to perform automatic notification through auto-dialer, text messaging, and email.	
c) Describe capabilities of the system to integrate with a third party supplier of an OpenURL- compliant link server system or service. Discuss how this third party system would interoperate with the various library system modules.	
d) Describe capabilities of the system to integrate with a third party supplier of a federated search solution or system or service.	
I. Discuss how this third party system would interoperate with the various library system module	
5.2.1 <u>General Considerations</u>	
a) Compatibility with all major browsers and their recent versions.	
b) Secure interface between the OPAC and patron information.	
5.2.2 <u>Customizability</u>	
a) The system should provide the ability to locally customize the contents and display of the menu, search, and result screens. Describe the level and method of customization.	
5.2.3 <u>Ease of use</u>	
a) The system should provide the ability to customize, add or suppress commands, help screens, menus, and documentation at the system level for default profiles.	
b) Describe available options for visually impaired users.	
5.2.4 <u>Search Capabilities</u>	
a) Describe the general search capabilities of the OPAC.	
b) Describe how results are returned to a user.	
c) Describe types of relevancy ranking available through the OPAC.	
d) How are different formats of the same title treated?	
e) What status and location information is available and how may it be displayed?	
f) What methods are available to limit or expand searches?	
g) What methods are available to limit or expand results?	
h) How does the system deal with a no result query?	
i) Are alternate suggestions provided?	
j) Does the OPAC suggest alternate spellings or use some other method of spell checking search queries?	
k) Describe how patrons place holds in the OPAC.	
l) How are RSS feeds utilized by the OPAC?	
m) What forms of collaboration tools are utilized by the OPAC?	
n) Describe the process by which a patron submitted review is added to a record.	
o) What other ways may users collaborate and share information with the library and other users?	
p) What search options are available for different levels of patrons' computer experience?	
q) Describe the availability and functionality of the kid's catalog.	

r) Describe how patrons are able to view and interact with their library accounts.	
s) Describe online payments functions to pay fines and other fees. Does this service function with credit cards and/or with PayPal or other payment services?	
t) What federated search functionality is available either through a third party or existing release of the product? Link resolvers?	
5. 3 Cataloging and Authority Control	
5.3.1 Considerations	
a) What bibliographic formats are supported by the product?	
b) Describe the steps required for the creation, editing, and deletion of bibliographic records.	
c) Describe the steps required for the creation, editing, and deletion of item records.	
d) List the reports that are available to produce collection counts and other statistical reports measuring activity for standard and customized time periods.	
e) Describe how broken internet links are addressed.	
5.3.2 Record Display	
a) Describe the retrieval and display options for bibliographic records available to staff.	
b) Describe the retrieval and display options for authority records available to staff.	
c) Is there a way to suppress records from public view?	
5.3.3 Authority Control	
a) Describe the product's authority control capabilities.	
b) Which subject thesauri and subject headings are supported by the product?	
c) Describe how the product provides for cross-references between and among thesauri.	
d) How are unauthorized headings dealt with by the product?	
5.3.4 Location and other copy-specified	
a) Describe how the product is used to create records for sub-libraries or library branches.	
b) How are records moved from one sub-library to another?	
c) Describe how shelf locations are designated.	
5.3.5 Item/Piece information	
a) Describe how the product supports the creation and storage of physical item/piece information related to a bibliographic entry.	
b) What process is used to replace item barcodes?	
5.3.6 Import, export, and batch loading	
a) Describe how the product imports a bibliographic record in real time.	
b) How are vendor supplied records imported?	
c) Describe how EDI works with your product.	
d) What methods are available for exporting bibliographic data?	
e) Describe how you accommodate batch loading records from an external system, for example OCLC.	
5.4 Acquisitions	
a) The Acquisitions Module must be fully integrated with the OPAC, along with the other staff modules. Changes made from within the Acquisitions module shall be reflected throughout the database.	

b) Each order record must be automatically and dynamically linked to a bibliographic record.	
c) The system shall be capable of accepting new bibliographic information about a title at any time after order placement or when its receipt is recorded.	
d) In order to create an order record an operator shall be able to obtain a bibliographic record in several ways:	
I. By using an existing library record via searching the library database by any library-defined access point available elsewhere in the system (including all numeric match points as well as via keyword).	
II. By searching a remote Vendor databases using a Web Services protocol and saving a MARC record and beginning the ordering process.	
III. By manually keying in the bibliographic information into a blank or template bibliographic record.	
IV. By downloading the information from a library materials vendor, which can also include specific item order information, and invoicing data (EDI accessible vendors, such as Ingram).	
V. Via on-line based MARC21 database resources.	
VI. Directly from bibliographic utilities (e.g., OCLC and RLIN).	
e) Describe the data access points in the Acquisitions module.	
f) Describe the different material types, acquisition types, and order types available in the system.	
g) Describe how the system automatically checks for duplicate orders based on any indexed field. Changing fields for duplicate detection must be a local choice not requiring programmer intervention.	
h) To facilitate order entry, a large amount of data must be "defaulted" into a template so that it is unnecessary to key the same information repeatedly (e.g. if a group of orders is being sent to one vendor, then the vendor code need be keyed only once for the group). The library must have the option to establish and maintain at least 100 different default templates.	
i) The system must also allow the establishment of an indexed variable field containing the local purchase order number with which multiple title orders may associated. The library shall be able to choose whether the system checks for duplicate numbers on this variable field.	
j) The system shall permit an authorized user to allocate the cost of a single item across up to 100 funds in user defined proportions and as order records are created and saved, the system shall encumber and update all appropriate fund account files.	
k) The system shall support a "Recommend" function, which takes in and sorts requests from the OPAC, providing automatic duplicate checking of the database, giving the acquisitions staff the ability to turn the recommendation into an order, and process it with the full functionality of the Acquisitions module.	
l) Whether or not the recommendation becomes an order, the system shall allow an authorized operator to notify the patron of this decision.	
m) The system shall permit an authorized operator to place a hold against on order materials from within the Acquisitions module.	
n) At the Library's option, the system shall support an extended approval interface, an electronic transfer into the system of book and invoice information in enhanced MARC or non-MARC format for both approval and for firm orders.	

o) This optional approval interface shall create bibliographic, order, item (optionally), and invoice information automatically.	
p) The system shall support the creation of live links from within the Acquisitions module to relevant content providers, e.g., lists of book reviews, retail trade information, book jacket illustrations, etc.	
q) These links shall be dynamically created at the time of retrieval of the specific bibliographic record, based upon a library-administered table of library-selected content providers.	
r) The system must support EDI invoicing for materials vendors.	
s) Unlimited PO lines per PO and purchase requests tracker	
t) 'Send to catalog' feature for 'On Order' display	
u) Support for Firm Orders, Standing Orders, Blanket Orders, and Serial Orders	
5.5 Serials	
a) The Serials control subsystem must be fully integrated with the other system modules. Operations executed in the Serials Control module shall be reflected throughout the database in real time.	
b) The system shall have the ability to accommodate all types of serials.	
c) Serials Control Module must include the following capabilities:	
I. Serials display in "Kardex," card "Line," and MARC display formats	
II. Checkin	
III. Claiming	
IV. Routing	
d) The system must be able to accept serials check-in information using a "Kardex" like format, allowing the operator to scroll forward and backward within the card	
e) Check-in records must accommodate alterations in the pattern of enumeration and chronology:	
I. The system shall able to archive old check in information and automatically create a new check-in screen.	
II. The system must be able to accommodate serials that publish in regular "irregular" patterns	
f) On a title-by-title basis, the system shall allow the Library to create an item record for circulation automatically as an issue is checked in.	
g) Upon check-in the system shall automatically create and update the bibliographic record by inserting the current MARC format for holdings and locations, generating the MARC 853/863, 854/864, and 855/865 fields for issues, supplements, and indexes respectively.	
h) The check-in records must contain the following data elements:	
I. Past and future issues	
II. Arrival date(s)	
III. Number of copies received	
IV. Claimed and late issues	
i) The system shall easily handle pocket parts, replacements, supplements, and other pieces related to a serial which come outside of the normal pattern of receipt.	
j) The system shall provide for abbreviated records ("scratch cards") to note unwanted titles, withdrawn titles, canceled titles, etc.	

k) The system shall provide an “advanced” editing mode to modify check-in records, MARC formats for holdings and locations, and summary displays, for the purpose of appropriate viewing in the OPAC.	
l) System shall be able to accommodate serials whose cover date spans two or more years (e.g. 1984-88,1990/91).	
m) System must automatically adjust future “expected” dates based on receipt history of past issues.	
n) The system must support SICI barcode check-in of serial issues.	
o) The system must support check-in of electronic serial issues by inputting the serial-specific URL into the check-in record. Optionally, this may be done via electronic transfer from journal integrators.	
p) System shall allow for the creation and maintenance of a routing list attached to an individual copy of a serial.	
q) The system shall identify all journals eligible for claiming and produce a list of those issues.	
r) The system shall be able to identify automatically issues of a serial that are overdue (i.e., those that have not been checked in).	
s) System shall automatically calculate a "claim on date" for each title by counting a library- specified number of days from the expected date of an issue.	
t) Recognition of overdue issues shall be available, including the following situations:	
I. Failure to receive any issues against a new order within a library specified period after the date of expected first receipt.	
II. Failure to receive the next issue within the expected time frame automatically determined by calculations based on publication frequency data and a library specified "grace period".	
III. For titles that the library receives in multiple copies, receipt of fewer than the required number of copies within a library specified time period after check in of the first copy.	
IV. For items which do not have predictable patterns of frequency or enumeration, identification of items for which there has been no check in activity within a library specified period.	
u) The system shall be able to collocate all items flagged as having missing issues for which first claims have not been generated.	
v) As part of the claiming review process and to avoid inappropriate claiming, the system shall display the latest payment information from the Acquisitions module as well as direct access to the corresponding order/payment record for the subscription.	
w) The system shall support the ability to generate claim notices in printed form or send them electronically using EDI X12 standards.	
x) An authorized operator shall be able to limit the display and production of claim notices by choosing a Limit by Location or Limit by Vendor button.	
y) The system shall be able to identify issues requiring second and third claims according to library determined time lags that may be defined for various types of items.	
z) The system shall be capable of taking a previously defined list of serial records and using it to create a variety of statistical reports.	
5.6 Circulation	
a) Provide a brief overview of the circulation module. Describe the staff interface for viewing and manipulating patron data, circulation information, notes, and	

financial records. Briefly describe the major data elements that make up the module.	
b) Describe capabilities for multiple circulation policies and procedures for different branches or units within the library.	
c) Describe capabilities for multiple patron categories with different privileges and permissions.	
d) Describe the calendar system and how the module calculates loan periods, due dates, and fines.	
e) Describe staff permission levels and capabilities for overriding system functions or limits.	
f) Describe options for uploading patron data from external sources to create or update the patron file.	
I. Describe how the online patron registration interacts with the patron database	
g) Describe how to delete or edit selected patron records by batch mode.	
h) Give a brief overview of the backup or off-line circulation function.	
i) Describe system-generated and manual blocks, including criteria for blocking, alerting staff, process for adding, removing and overriding blocks, and the effects of blocks on patron notices.	
j) Describe the hold and recall functions including placing, deleting, freezing, and displaying hold queue order.	
k) Detail capabilities for generating patron notices. Specify how notices can be customized. Specify whether notices by email, texting (SMS), and automated telephone alerts are supported, and how undelivered notices are handled by the system.	
l) Describe process for circulating material if no record exists in the catalog (e.g. Circ on the fly).	
m) Specify capability of providing circulation counts or statistics for items used in-house.	
n) Describe how items circulate without an item barcode attached.	
o) Can Patron records be loaded and/or registered without a barcode or patron id number attached?	
p) Will system show fine totals for items in circulation that are collecting fines, in addition to items that have been checked in with fines?	
q) When a hold is processed is it possible for all hold information to show on the first screen, instead of requiring several clicks and screens to get all the information?	
5.7 Interlibrary Loan	
a) Briefly describe Interlibrary Loan compatibility and functionality.	
b) Describe batch processing/printing functions that are similar to First Search OCLC.	
c) Borrowing Request must include patron barcode.	
d) Borrowing Request must include courier code.	
e) Describe system's function for printing mailing labels.	
f) Describe any existing interoperability with other ILL products.	
5.8 Inventory control	
a) Provide a brief overview of inventory control, including capabilities of records to support copy-level and item-level information.	

b) Describe use of barcodes in relation to item records, e.g., if the barcode can be changed while preserving the association with item data, safeguards to prevent the use of duplicate barcodes.	
c) Describe safeguards in place to prevent deletion of an item record if there is an active link to another record in the system, e.g., circulation charges, remote storage location, etc.	
d) Describe the limitations on number of copies/items that can be associated with a single bibliographic or holding record.	
e) Describe capabilities for indicating the status of items in the OPAC, including the library's ability to define conditions, the process for adding and removing statuses, and the tracking mechanisms used for item records.	
f) Describe support for global updating of item record data, including locations, loan periods, etc.	
5.9 System administration & report	
a) Provide an overview of the capabilities for configuring and customizing the system that can be performed without Vendor assistance.	
b) Describe staffing requirements and skill or training required to support the proposed system.	
c) Describe installation of software upgrades and frequency of new releases.	
d) Provide an overview of the system's index structure and indexing capabilities.	
I. Specify which indexes are updated dynamically and which are updated through batch processing or job scheduling.	
e) Describe capabilities to extract data from the system, manipulate it, and reload it, or download to external sources.	
f) Describe system limitations on the number or length of records and fields.	
g) Describe mechanism used for periodic database reorganization or re-indexing, and describe any significant loss of functionality during these processes.	
h) Include documentation on recommended indexing schema and/or schema used by other public research libraries.	
i) Provide an overview of the reporting capabilities, including a list of the standard reports and/or available templates. Include a representative sample of standard reports.	
j) Describe capabilities for producing custom reports. Specify whether reports run as background server tasks or at the desktop. List any third-party software packages required or recommended for custom reports.	
I. The custom report writer must be self-contained and available from within the application in all modules and must be able to be run by librarians in each specialty area. The report writer must not require technical expertise or a dedicated specialist and must not require DBMS expertise to use.	
k) Describe capabilities for scheduling and running on-demand standard and custom reports, and specify the impact of running reports upon system performance. Describe the audit logs for tracking transactions and for verifying the integrity of the data.	
l) Describe capabilities to control access and authorization levels for running reports.	
m) Describe capabilities for compiling standard statistical data.	
I. The system must not require the installation of any proprietary software to view statistical reports	

n) The system must provide browser-based management reports, which record transaction information, such patron searched in the Web OPAC, Circulation Statistics, etc. Please describe the browser-based management reports available on the system.	
I. The browser-based reports must include collection development reports, which will compile data from acquisitions, circulation and cataloging to provide a cost per item cataloged, and cost per item circulated according to a library – defined call number table.	
o) It is strongly desired that statistical reports be exportable in formats usable by third-party spreadsheet software, e.g. Excel, for manipulation and formatting.	
p) It is strongly desired that reports can be easily emailed, transmitted, and accessed to facilitate quick communication among staff of this information of required.	
q) The system must provide a sophisticated statistics package that is part of the integrated library system application software. The statistics package must not be a third-party software program. The statistics package should allow for sophisticated queries, including budget projections into future years, and should allow the statistics reports to be scheduled at a library-determined time in the future.	
r) Custom reports should be integrated throughout the application, so that records gathered into reports can be used as input files in other application functions, such as global update or the Web OPAC	
6. Implementation	
6.1 Training	
a) Please provide an overall description of the vendor's training program.	
b) Describe the different types of training offered, including online training, on-site training, and training manuals.	
c) Describe the options available for training to take place using the library's data and profile.	
d) Multiple training visits to the library, at an agreed-upon schedule by both parties, must be included on the purchased modules.	
e) Training should be offered when a new release or new version is distributed.	
f) Describe online help systems for both staff and public functions.	
g) Please provide a description of the System documentation included as part of the proposal.	
I. State the media and number of copies of user documentation that will be provided at time of purchase	
II. User documentation should be updated in a timely manner with each product change or update. Describe.	
III. All necessary documentation should be included with the product and should not be purchased separately.	
6.2 Data Conversion & Migration	
a) Describe data conversion and implementation services included in this proposal. Describe Vendor and library roles and responsibilities in the data conversion process.	
b) Provide a migration and implementation plan, including timetables and whether parallel operation of the old and new system is required.	
c) Documentation should be online, keyword searchable, downloadable, and modifiable by the library.	

d) Must include information on retrieving data from current source, transforming it, and uploading within a specific time frame. Proposals must include a schedule in a number of days for conversion and implementation of system.	
e) If there are unforeseen circumstances, how will these affect cost?	
<u>7 Post-Implementation</u>	
7.1 <u>Support & Maintenance</u>	
a) Vendor must guarantee support for the system without additional charge for the first twelve months after implementation and provide cost of support for two to four additional years.	
b) Describe the vendor's support mechanism for technical questions.	
c) What are the hours (Pacific time zone) and days of vendor's live telephone support?	
d) What is the expected turnaround time for questions submitted to technical support via email?	
e) How are problem fixes or patches distributed and implemented?	
7.2 <u>Upgrades</u>	
a) Product upgrades must be included as part of the annual maintenance fee.	
7.3 <u>Trouble resolution</u>	
a) Vendor must have documented trouble-reporting procedure outlining guaranteed response times and escalation procedures.	
b) Any problem remaining open for more than one business day should be addressed in writing, with expected resolution and/or delivery date explicitly outlined.	
c) Describe vendor support for emergencies, such as system failures and disaster recoveries, and associated costs.	
7.4 <u>Testing & Acceptance</u>	
a) Post-implementation acceptance tests will be performed following implementation.	
b) The post-implementation tests will have three components:	
I. A review to determine that all specified features are present.	
II. A measurement of response times.	
III. A measurement of reliability over a period of 30 consecutive days following the vendor's written certification that the system is fully installed and operational.	
1. Representatives of the Menlo Park Public Library and the vendor will check the availability and performance of each feature while the maximum number of concurrent users for which the system is licensed are active.	
2. The system must perform at 99.9% uptime during business hours during the first 30 days.	
c) The Menlo Park Public Library reserves the right to invalidate the contract if post-implementation acceptance criteria are not met. The vendor must be prepared to return all payment made in this circumstance.	

ATTACHMENT D

Response to Request for Proposal
Integrated Library System

Menlo Park Public Library

DECEMBER 08, 2020, 6:00PM

For Questions Regarding This Submittal:

Gary Voran
Senior Sales Director, New Account Development
Email: gary.voran@sirsidynix.com
Ph: 801-362-4740 | 800-288-8020 ext. 5758

SirsiDynix
3300 N. Ashton Boulevard, Suite 500
Lehi, UT
84043

SirsiDynix®

Table of Contents

SirsiDynix

LETTER OF TRANSMITTAL

December 08, 2020

Attn: Nicholas Szegda
Menlo Park Public Library
800 Alma Street
Menlo Park, California 94025

Re: Request for Proposal (RFP)

The Menlo Park Public Library system is a remarkable operation! On behalf of SirsiDynix I would like to thank you for the opportunity to respond to the Request for Proposal for an integrated library system delivered as a cloud based software as a service and a discovery layer solution.

SirsiDynix would appreciate the opportunity to build a relationship with Menlo Park Public Library moving forward. We are confident that a partnership with SirsiDynix will fulfill your requirements and bring your vision to reality and ultimately save your library valuable budget dollars. Our qualified library experts make the transition a straightforward process and ensure that full advantage is taken of our systems' unsurpassed functionality, security, and ease of use. We will work hard for you and your team.

The combination of our SymphonyWeb ILS, Enterprise discovery solution, and BLUEcloud products sets itself apart from competitor systems because it is truly open with a robust foundation—geared towards delivering a Best-in-Breed approach to library services.

Our engineering, product management and customer support teams are focused around ensuring that the user (both staff and patrons) have the best experience possible with our company, products and services. Our proposal delivers a unified set of services for a complete system providing circulation, materials booking, cataloging, serials, acquisitions and our powerful Enterprise Discovery (OPAC) platform service. Our mobile, and state-of-the-art Enterprise solutions make it easy to reach the multi-generational, multi-cultural and varied socioeconomic background in your community.

Our Enterprise discovery solution offers a visually attractive and customizable interface where your users can easily discover materials from subscription databases, digitalized materials, alongside the Library's e-resources; our sophisticated relevancy ranking and faceted searching capability guides users to any needed resource that the Menlo Park Public Library offers.

Our Electronic Resource Central product (eRC) is an industry leading, cloud-based solution that gives the Library incredible flexibility in managing their electronic resources within Enterprise. Overdrive and Hoopla downloads are seamless and superfast. Between Enterprise and our BLUEcloud Analytics reporting solution, you gain detailed analytics for the staff on the fly; Enterprise and eRC will provide you with the tools it needs to customize service delivery and anticipate the changing needs of your community interest.

SirsiDynix is a library-centric company; library software is what we know and what we do. We've provided dedicated library systems since the 1980s. As such, we have a long tenured management team and staff that understand the library marketplace, the challenges faced by public libraries, and are committed to the success of our library partners. In addition, Menlo Park Public Library will receive what many feel is the best support in the industry. In a recent survey, 97% of our customers stated they were "Satisfied" or "Very Satisfied" with SirsiDynix support. We can bring a depth of understanding and knowledge to your project that is hard to surpass and would be privileged to partner with Menlo Park Public Library as your library technology vendor of the future.

I look forward to discussing the RFP and pricing proposal in more depth as well as explaining how SirsiDynix will enable the Menlo Park Library to fulfill its strategic objectives more quickly, at a lower cost and with a greater range of services than available now. In the interim, if you have any questions about this proposal please do not hesitate to contact me at 800.288.8020 x5758 or via email at gary.voran@sirsidynix.com.

Sincerely,

Gary Voran
Director, New Account Development

Executive Summary

SirsiDynix has carefully reviewed the Request for Proposal (RFP) for an Integrated Library System issued by Menlo Park Public Library. We are thrilled to offer information about SirsiDynix products that have the potential to provide such a solution for your organization. It is our belief that a partnership between SirsiDynix and Menlo Public Library would be a mutually beneficial arrangement.

We are offering you an Integrated Library System (ILS) built on a mature, stable system environment as well as evolving new technologies and comprehensive tools for independently extending, customizing, and integrating Symphony and BLUEcloud products to meet your unique needs. With SirsiDynix's proven-effective foundational Symphony Integrated Library System and Enterprise Search & Discovery user interface, our BLUEcloud Library Services Platform combines ingenuity and stability in ways that no competing system can match.

Symphony Integrated Library System

The **Symphony Library Management System** is a comprehensive integrated library system, including both foundational and specialized modules. Each module offers unique benefits and integrates seamlessly with the overall Symphony system.

There are Symphony customers currently enjoying the technological benefits of one of the world's most powerful and technologically-advanced library management systems alongside already-released components of our next-generation BLUEcloud library services platform. Some of these customers have not needed to perform a database migration in many years, and will not need to for many more years.

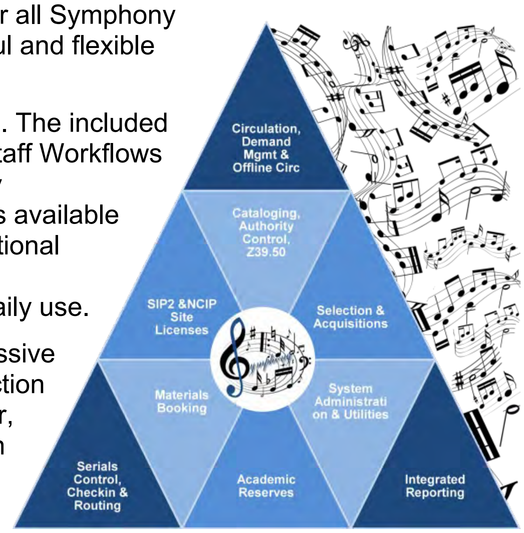
Symphony has been, is now, and will continue to be an evolutionary product. What do we mean by "evolutionary?" We mean that Symphony's architecture makes it easy to change databases and to implement new functionality without requiring difficult and time-consuming redesign of the Symphony server or migration to a new system. SirsiDynix has consistently developed Symphony (making modifications in incremental major and minor releases/updates) to meet new technological demands without requiring our customers to migrate to new systems to take advantage of these new technologies.

With over 600 Web Services and APIs (optional subscription required), the Symphony system is the most open ILS available in the commercial marketplace. We understand that customers need not just a powerful, functional ILS, but one that can integrate with the many other products and applications used by libraries of all sizes and types in today's world. Technological highlights of a Symphony-centered SirsiDynix solution include:

- Proven Symphony ILS platform, used at more than 23,000 library facilities worldwide
- Server-side architecture: the flexibility of n-tier design enables scalability and modularity
- Flexible integration with other systems via fully documented Web Services & APIs
- Standards-based (MARC21, UniMARC, XML, UNICODE, SIP2, NCIP, Z39.50, RDA, etc.)

- Powerful, feature-rich self-updating Web and Java staff clients
- The use of graphical guides in the staff client
- Granular Display & Maintenance policies for consortia support
- Powerful full-text, keyword searching of entire database
- Full Discovery Application Suite with Web Services integration to Symphony
- Built-in reporting with flexible scheduling, distribution, and output options

Symphony features a completely integrated staff client interface for all Symphony public and technical services software functions. The integrated staff client interface for all Symphony public and technical services software function provides a powerful and flexible approach to library information management.



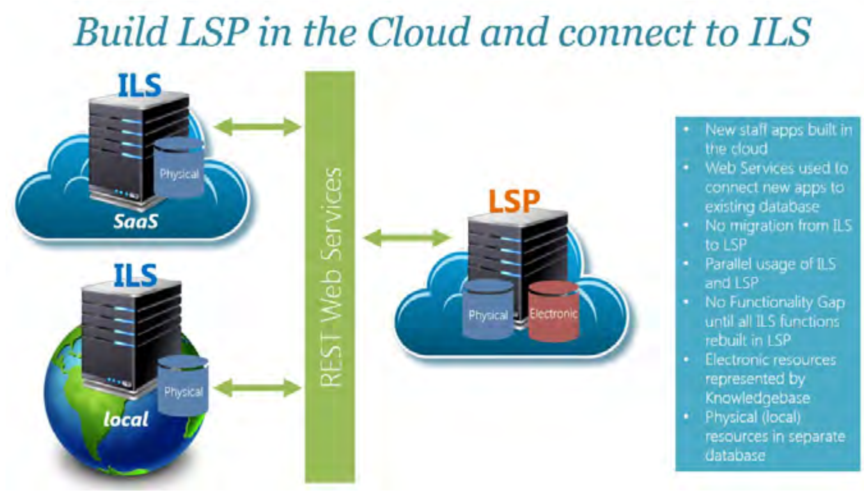
Symphony provides both Java-based and Web-based staff clients. The included SymphonyWeb clients, sit on top of Symphony, augmenting the staff Workflows clients with select functionality for cloud-based staff and discovery components. SymphonyWeb gives you web-based staff workflows available anywhere, on any device. This approach offers you the most functional cloud based solution in the industry by taking over 30 years of development and allowing you complete web device access for daily use.

Today, Symphony is a powerful ILS capable of handling an impressive diversity of metadata formats, record types, policy files, and collection types. Tomorrow, Symphony will be all that and more. In particular, Symphony will not only be the ILS application and database for an n-tier architecture client-server program. Symphony (with its already impressive and expanding suite of Web Services) serves as the foundation for a brand new library services platform built on a service-oriented architecture.

BLUECloud Library Services Platform

SirsiDynix understands the fine line libraries tread between the benefits of new technologies and offering their staff and patrons consistent, reliable, cohesive, and user-friendly experiences. The solution we are offering is designed to help your library maintain a proper balance in a way that places your library firmly on a reliable and proven foundation while simultaneously giving you access to the latest and greatest new technologies and paradigms for managing physical and digital collections, owned and licensed materials, and library and globally-linked data side-by-side.

SirsiDynix is building its new library services platform in the cloud and connecting it to the Symphony ILS database rather than making BLUECloud LSP reliant on an entirely new and untested database and application system. The Symphony ILS and BLUEcloud LSP are entirely interoperable and can be used side-by-side in whatever combination or configuration your library sees as the best solution to meet its current and ongoing needs.



This means a library can use Symphony-native functionalities *in parallel* with our BLUEcloud LSP. Your staff can use the ILS staff modules until the full-featured BLUEcloud successor is available (and can continue using a mix of both if desired).

SirsiDynix is actively developing the **BLUEcloud LSP**, a next-generation library system characterized by its openness and service-oriented architecture. The goal of BLUEcloud, and the origin of its name, is to capitalize on SirsiDynix's vision of helping our customer libraries achieve – and, in turn, offer to their users – the **B**est **L**ibrary **U**ser **E**xperience in the **cloud**.

BLUEcloud LSP sets itself apart from competitor systems because it is a truly open system with a sound foundation. In BLUEcloud, openness is not an added-in feature. The service-based architecture of BLUEcloud is based on the web services and APIs available through the integrated library system and connects to its proven database. Development of these Web Services and APIs precedes the development of features that use them and your library will have access to these same APIs and Web Services. We are not presenting you with an either/or decision where it must decide between the excitement of being a library services platform early adopter *or* remain with the proven functionalities of a more traditional ILS. BLUEcloud LSP and Symphony are completely interoperable and can be used in combination as you see fit.

Our solution gives you the best of both worlds – the capabilities to manage global data and make it available for discovery and access to your libraries' communities of users while still offering the proven capabilities of your current ILS-based operating paradigm.

With some products available currently and others forthcoming shortly, **BLUEcloud LSP** offers an entirely cloud-based library services platform allowing authorized users to securely perform any library or record management function from a web browser anywhere in the world.

The benefits of BLUEcloud are numerous. Applications will be developed faster and available sooner. They will run more smoothly and require less administration. Updates and releases will be instantaneous. SirsiDynix will be able to develop applications for one platform that can be quickly integrated into others. In short, BLUEcloud frees up libraries to do more of what they want to do—provide great resources and materials to their users—and spend less time managing their hardware and software systems.

For these and many other reasons, SirsiDynix considers BLUEcloud technology to be an essential part of our product strategy. Deploying these new features in the Cloud in parallel with continued support of a desktop staff client application means your library can add the new capabilities at any time. Both Cloud clients and locally hosted clients can operate simultaneously. You can test, evaluate and deploy whenever you decide the time is right and for the purposes that make the most sense for your libraries.

Software-as-a-Service (SaaS) Cloud Hosted Solution

SirsiDynix SaaS helps you cut costs and lets you focus on what matters most: serving your community. With SaaS, you host your SirsiDynix applications at our secure, US-based datacenter. Stop worrying about hardware, power bills, maintenance, and hosting—SaaS provides 99.9% uptime, system monitoring, automatic backups, advanced security, and automatic hardware and software upgrades.

SirsiDynix SaaS and the services of SirsiDynix-certified system administrators free you of time- and skill-intensive implementation and management tasks, allowing your staff to focus on community needs and rest easy at night. All control of your library systems remains with you, as it would if it were hosted on-site; the technology maintenance is just simplified. SaaS gives you a platform that is stable, high performance, and proven at well over 1,000 SirsiDynix customer installations.

Instant integration network
Take advantage of 99.9% uptime and automatic provision of computing power and storage to meet your expanding system demands. Large-scale clustering ensures your system always runs at high efficiency.

Storage and backup systems
SaaS provides daily automatic application backups and weekly off-site disaster recovery storage to ensure your data is safe in the event of local system interruption, hardware failure, natural disaster, or other interruption.

SirsiDynix software services
Make sure your library is using the latest and greatest versions of all your software without dedicating extra resources to upgrades. Schedule upgrades at your convenience— even after hours to avoid interrupting your workday.

SaaS offers powerful tools

We offer you a strong infrastructure and platform: dedicated and redundant server capacity, CPU, memory, storage, security protocols, server-side networking, switches and high- bandwidth internet capacity. We have since built on that foundation to offer an even wider range of services:

- Integrated security platforms
- Daily automatic application backups
- Weekly off-site disaster recovery storage
- Proactive, predictive system monitoring and management
- 24-hour critical care support
- Large-scale clustering

SaaS eliminates headaches

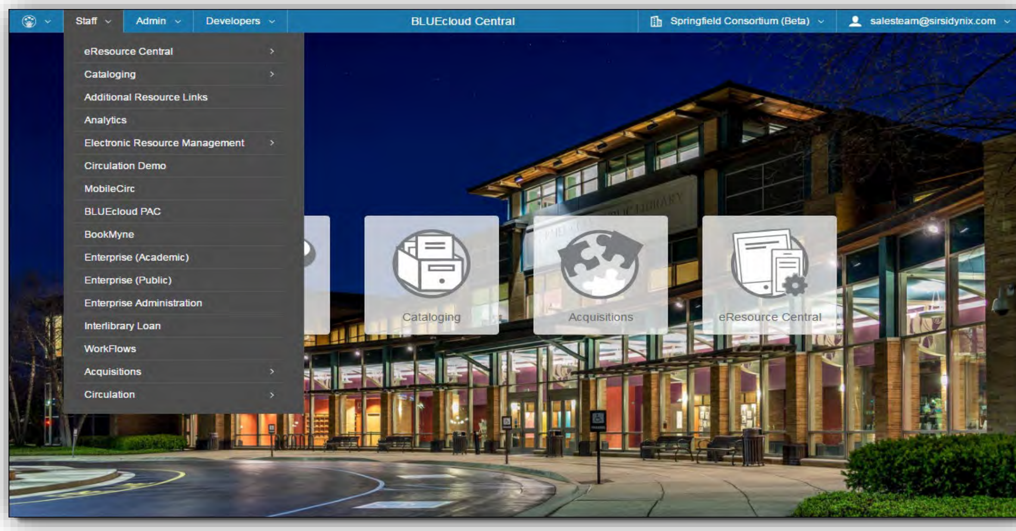
SaaS eliminates the difficulties of hosting your applications, letting your IT staff focus on the real needs of your community and your library staff. Our expert system administrators and secure datacenters eliminate the need for you to worry about the following:

- Replacing end-of-life hardware
- Maintaining expensive maintenance contracts
- Predicting usage and providing appropriate capacity
- Upgrading and troubleshooting applications
- Providing power and cooling for LSP servers, making your location more environmentally friendly

SirsiDynix Web Client for Simplified, Universal Access

SirsiDynix's BLUEcloud Central app is HTML5-based so staff interface will only require a browser and BLUEcloud apps will be available on any mobile device, functioning identically on a mobile phone or tablet as on a desktop or laptop computer. As an HTML5 product, BLUEcloud will also eliminates the need to install third-party browser plug-ins such as Java and Flash.

As you are aware, we are developing BLUEcloud staff apps that are fully web-based *and* provide new functionality. Several of these apps are available (e.g. BLUEcloud Cataloging) and continue to be enhanced; other BLUEcloud apps are under development. Our BLUEcloud Central web-based staff interface currently include extensive and powerful tools and we are moving all staff applications to full and comprehensive system functionality.



BLUEcloud Central and WebFlows

We have introduced SymphonyWeb, a browser-based version of the Symphony WorkFlows staff client, to accommodate current and future needs as we continue to develop our BLUECloud capabilities. This feature offers you the most functional cloud based solution in the industry by taking over 30 years of development and allowing you complete web device access for daily use.

This strategy makes it possible for SirsiDynix customers to take advantage of both locally-installed staff clients and webscale browser-based staff clients simultaneously and supports whatever mix of staff client and web-based you choose to deploy throughout your organization.

Enterprise Discovery Solution

SirsiDynix Enterprise is the patron-facing OPAC discover layer where all your library's resources come together and are made easily-accessible in a powerful search and discovery interface. Enterprise is a comprehensive search solution capable of searching not only your library's catalog, but a true "everything search" for e-books licensed from a growing list of partner vendors, electronic journal collections, free/public databases, licensed databases, library-selected web pages, and virtually any other resource your library wishes to deliver to its users.

Enterprise is a powerful tool that extends far beyond the capabilities of more conventional OPACs to offer not just library catalog searching, but library resource discovery. We say that Enterprise is a discovery system, rather than simply a searching system because its admittedly-powerful searching does not begin to capture the benefits it offers users and staff. In many meaningful ways, Enterprise acts as a virtual library, offering comparable types of accessibility and access to library users.

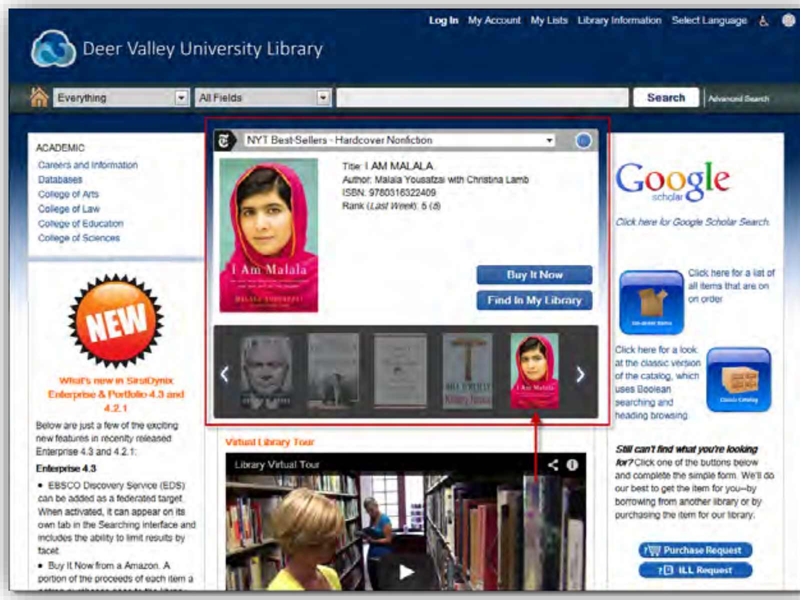
(1) Facets are immediately visible. Only facets that apply to the results are included.
(2) The number of records to which the facet applies is displayed next to it.
(3) You can select more than one facet.
(4) You can choose to include OR exclude records from your results.
(5) You can limit results to those available on your eReader of choice.
(6) You can limit by a variety of facets, including author, publication date, and more.
(7) Detailed information about items, including format are immediately visible.
(8) When book cover images are available, they display.
(9) Live availability information displays, including for electronic resources.
(10) A variety of actions are available for each item. (These can also be executed against multiple titles by checking the box and selecting an action from the dropdown menu.)

A user-friendly public library makes the availability and accessibility of its physical collections obvious with open stacks. Quite literally, any person can enter the library and browse, touch, and read items on library shelves. Any person with an authorized card can then check the items out and take them home. People visit the library to find books – and not just to pick up the books they initially set out to find (if they even came with such a clearly-defined goal). Users can and do make accidental discoveries when browsing library stacks. Finding materials other than the ones they set out to find is what encourages many of them to return at all.

What Enterprise offers in terms of discovery and access is as close to a digital equivalent of the library experience as currently possible. Facets deliver search-limiting not unlike library rows and shelves (except that facets also allow items to be sorted anew and essentially re-shelved on demand according to the user's needs or desires). The user can then browse those results, viewing detailed records or (in the case of electronic resources) previewing items she may desire much as she might take a book off the shelf to read the dust cover or thumb through pages in a branch library. Finally, once she has made her selections, she can place them on a list, send them to a friend or herself by email or SMS, place holds on items she wants to check out, or – if she has selected a digital item – check out and download the item directly from the search results page.

Enterprise delivers leading-edge faceted search capabilities, simplified search interfaces, guided discovery, and much more

Enterprise also offers:



- A search widget can easily be added to any existing web page, making an Enterprise search available anywhere.
- Friendly, URL-based searching which supports use of the back button on web browsers and allows users to copy and paste a search's URL address into a new browser window and get the same search results.
- Custom JavaScript that integrates other applications from third-party service providers such as Library Thing, GoodReads, and Google Books.
- Display Bestseller/ Recommended Reading lists (including New York Times, USA Today, and library-customized lists).
- Graphical 'book rivers' that can be customized by linking to Information Desk profiles.
- With eResource Central, Enterprise allows you to perform downloads of electronic resources directly from search results pages.

KID'S CATALOG GRAPHICAL INTERFACE FOR YOUNG AUDIENCES

Our Enterprise Kids Catalog features icons with vibrant color schemes, diverse images and a modern design. A robust tool, the Kids Catalog is appealing to young audiences and encourages their exploration and development. Children are given not just dozens of categories to explore, but over 225 categories each of which is aligned to a specific, Librarian selected subject heading.

The Kids Catalog also features:

- A responsive design on mobile devices
- Full integration with eRC titles
- An easy to read search results display

Included with this product is our Kids Catalog SureStart Consulting service. With this service you will learn to customize the Kids Catalog to fit the needs of the children you serve. This will include learning to add categories for local history, special school projects, series and much more.

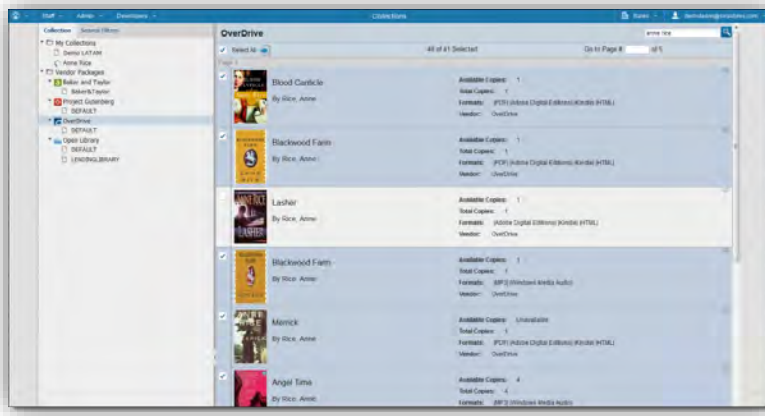
eRESOURCE CENTRAL ELECTRONIC RESOURCE MANAGEMENT AND ACCESS

One of the most exciting components of the BLUEcloud library services platform is our **BLUEcloud eResource Central**, a powerful tool simplifying electronic resource management and access system.

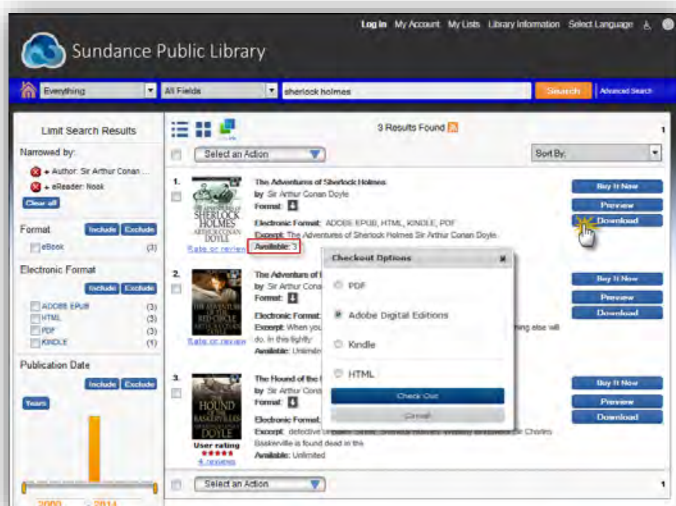
Long the most difficult-to-manage and inconvenient-to-use part of many libraries' collections, eResource Central turns that equation on its head, making them the easiest resources for the library to manage and the easiest resources for your users to access.

A next-generation electronic resource management solution, eResource Central (eRC) bridges the gap between content providers and users, enabling libraries to manage and deliver e-resources seamlessly and cost-effectively while also handling traditional collections with proven solutions in use today by more than 3,600 customers worldwide. eRC integrates with all SirsiDynix discovery products, including Enterprise, BookMyne and our optional BLUEcloud Mobile.

Libraries want to make e-books and other digital content available in a single, seamless, integrated experience for their users. Meanwhile users have extremely high expectations with regard to the availability, convenience, and access to digital materials. They would like borrowing an e-book from the library to be as simple and fast as purchasing one from an e-book vendor. eResource Central makes this a reality for the library and its users.



Library staff simply select titles the library has licensed. Those titles then sync with the vendor and become available for download after the next nightly harvest.



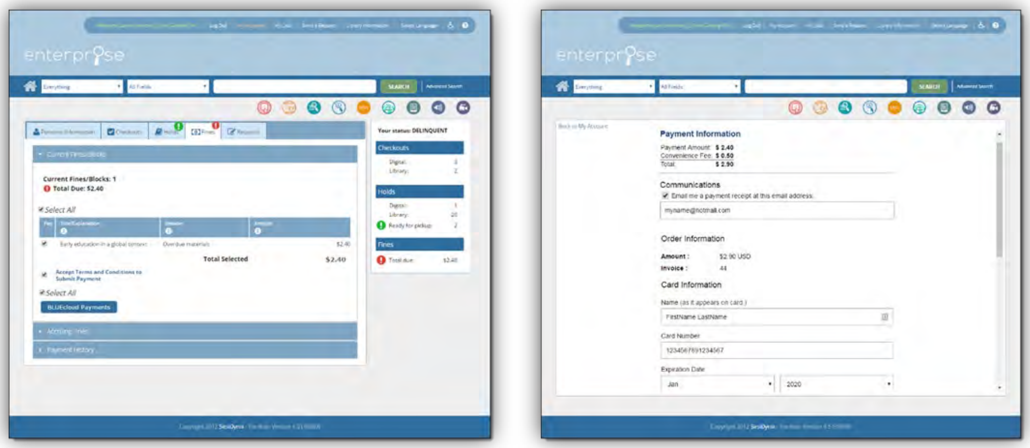
eResource Central allows users to view live item availability and preview or checkout an item in their preferred format directly from the search results page.

Symphony and BLUEcloud accept payments at the circulation desk and online

With built in cash management functionality in the staff client and e-commerce capabilities in staff and public interfaces, you can manage patron fine/fee payment natively.

- Symphony WorkFlows offers cash drawer functionality as well as reconciliation reports allowing you to accept payments using cash, check, library credit accounts, and so forth.
- BLUEcloud Commerce adds the ability to accept credit card payments both through the staff client and the public-facing Enterprise patron account management page.

Patrons can pay bills by swiping their credit card at the circulation desk. Symphony natively connects with partner systems to process the payment.



From the My Account page, patrons can make payments using a credit or debit card.

BLUEcloud MobileStaff optimizes staff workflows and opens up new possibilities for patron service

Available both through a web browser and as a downloadable app for iOS and Android devices, BLUEcloud MobileStaff allow your staff to perform circulation tasks (including checkouts, checkins, renewals, marking items as used, hold lists management, patron registration, etc.) and inventory from mobile devices, such as tablets and/or smartphones.

- To check out items using MobileStaff, simply scan the patron's library card and the items (using a connected scanner or the device camera).

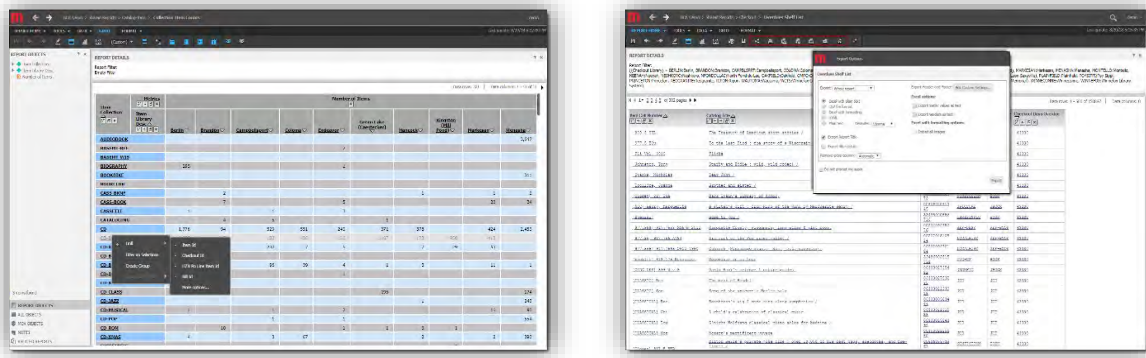
MobileStaff allows you to checkout items to patrons from any location

- With MobileStaff, you can perform inventory efficiently from a mobile device and without the need to integrate with yet another external system or to push a cart with a laptop perched atop it through the library awkwardly.
- MobileStaff can be used online or offline, making it an invaluable tool not only for reimagining service in your library, but a critical tool in community outreach programs and service for homebound patrons.
- You can register new patrons using MobileStaff, populating the user record by scanning a driver license barcode.

BLUEcloud Analytics equips your library to gain new insights and make data-driven decisions

Powered by the same MicroStrategy engine used by dozens of the world's largest companies, BLUEcloud Analytics is a powerful business intelligence solution that harvests your ILS data and allows you to investigate it in new and powerful ways. Using pre-configured reports delivered by the system, created on your behalf by SirsiDynix DevOps teams, shared by other SirsiDynix customers, or through your own report-building efforts, BLUEcloud Analytics empowers your library to access simple or complex information at the click of a button.

- BLUEcloud Analytics reports offer interactive, layered reporting with flexible output options that permit a user not only to view information answering the precise information a report was designed to deliver, but to answer the obvious followup questions inspired by that report. (For example, drilling down to see the locations at which transactions took place from a total checkouts report or viewing the average ages of collections in various call number ranges from a collections analysis.)

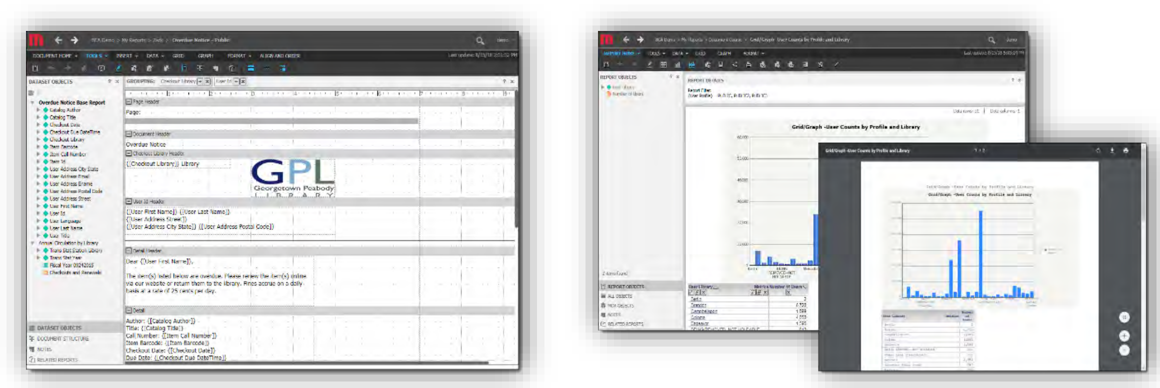


BLUEcloud Analytics reports offer interactive drill-down options and simple sharing/export tools.

- BLUEcloud Analytics includes dashboards that emphasize data interactivity; combine information from multiple reports; and shepherd users to insightful details about library collections, usage, users, services, and so forth.

BLUEcloud Analytics dashboards allow you to combine multiple datasets, reports, and visualizations in order to interact with and analyze data dynamically.

- BLUEcloud Analytics includes document features which allow you to readily create documents that present report information in formats appropriate for distribution or presentation as needed as well as to create attractive notices with live links, HTML-coded formatting, and robust library branding.



BLUEcloud Analytics documents can be used for public and staff purposes, such as patron notices (left) and report detail summaries for presentations, staff distribution, etc. (right)

BLUEcloud Mobile enhanced mobile app discovery solution (Optional Component)

While the included Enterprise discovery solution scales appropriately for use on mobile devices, the optional BLUEcloud Mobile app provides SirsiDynix library patrons with an expanded iOS and Android mobile discovery experience. The app offers powerful catalog searching capabilities, account information, and more. Effectively, the app serves as a capable alternative to our browser-based discovery tools in an interface specially-designed to leverage device capabilities (such as device cameras, geolocation, etc.) without compromising the user experience due to device limitations (principally: small screen size). It provides:

- Easy Administration
- Customizable branding
- Barcode scanner for book and user lookup
- Full patron account access
- Patron Self-Service capabilities

Patron self-service allows patrons to check items in and out using BLUEcloud Mobile on their device. The library has the option to allow patrons to scan barcodes or RFID tags within the library to either check items out or in. On checkout, the BLUEcloud Mobile app deactivates the tag so it won't trigger the security gates.

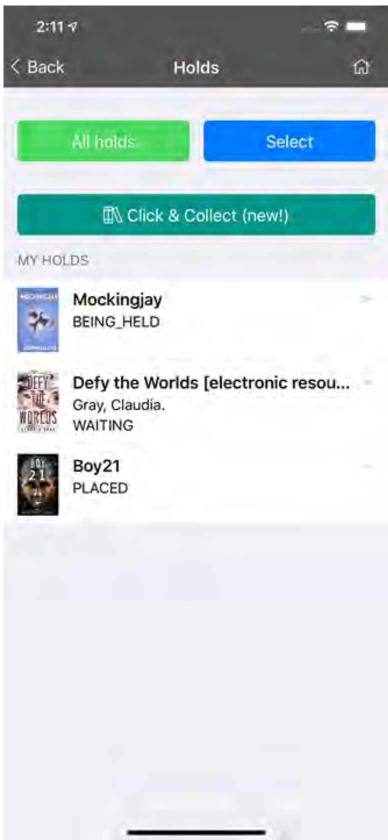
The SirsiDynix mobile app enables users to view My Account and My Lists, make changes, and view updates from a sleek mobile interface with streamlined navigation for users.

BLUEcloud Mobile allows you to customize the app with your own colors, logo, and icon. Libraries have access to a powerful web-based Content Management System (CMS) that allows them to control the look and appearance of the app as well as myriad app settings, configurations, preferences, etc. Libraries also have access to an analytics dashboard reporting about patron use in various parts of the app.

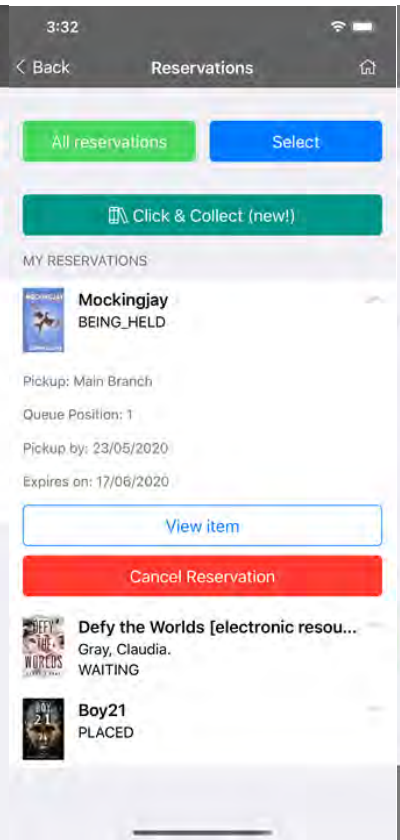
Push notifications can be used to inform patrons of account details and/or to keep them in the loop about library events. Social media and RSS integrations further empower a library to convey the information with patrons they want to get to them.

BLUEcloud Mobile Click & Collect – Curbside Pickup Functionality

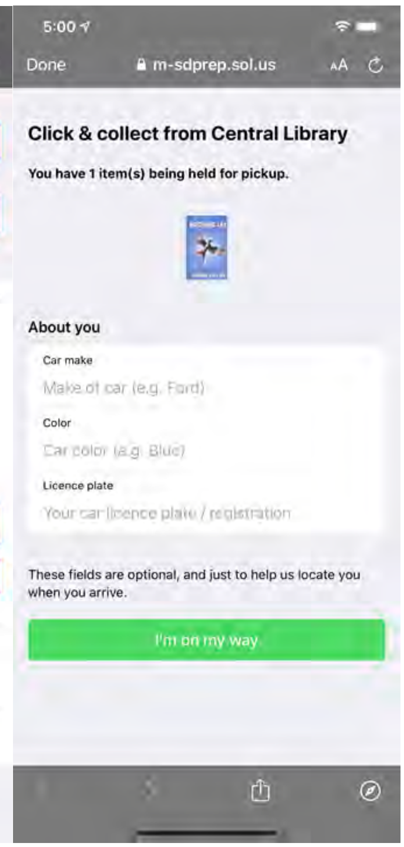
Click & Collect feature is a safe and convenient way for a patron to pickup their on hold items from the library. With this, the patron can wait in their vehicle and the library staff can bring the items out to them. This helps to keep social distancing between library staff and the patron.



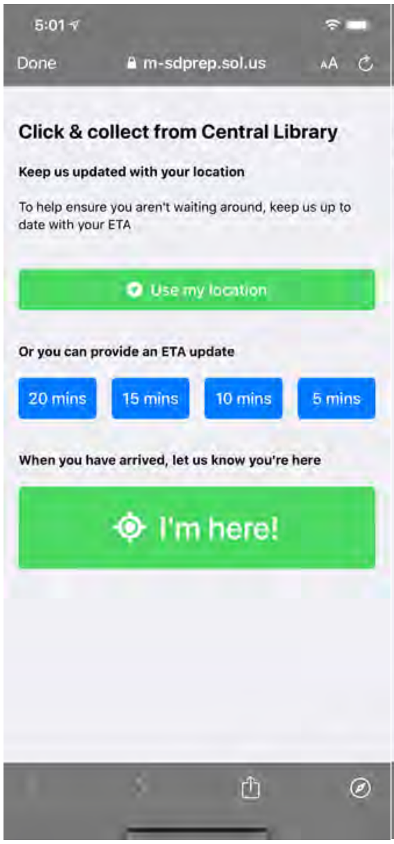
Place an item on hold

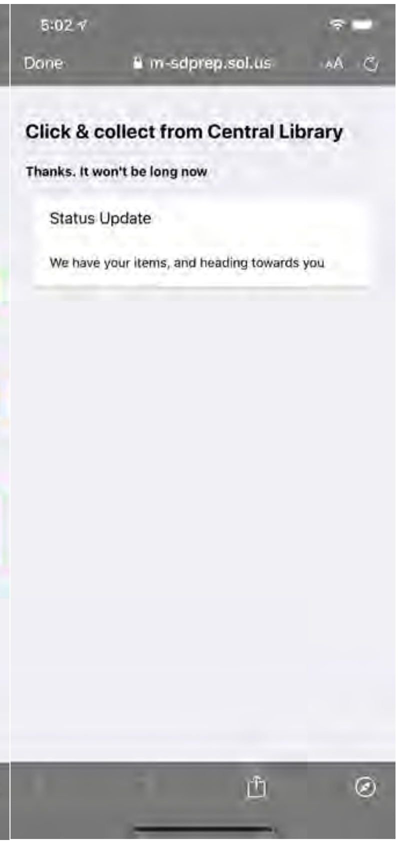


Select "Click & Collect"



Enter curbside pick-up details





Provide ETA details for arrival time ***View Status Update***

Community Engagement Platform to reach and interact with customers (Optional Component)

SirsiDynix is excited to offer our customers a new way for them to better reach and, as the offering name suggests, engage with their communities.

Our Community Engagement Platform (CEP) combines marketing automation with data from your ILS crafted to strengthen and empower your library's marketing efforts.

The Community Engagement Platform is one-of-a-kind marketing automation system built with your needs in mind. It helps you engage with your community in new ways and surface previously hidden insights into patron preferences and behavior.

Marketing automation software streamlines, automates, and measures marketing tasks and workflows. With CEP, you can engage with your entire community, send targeted emails to your members, organize all of your event programming, and create reports and analytics to understand how they interact with your digital content and platforms.

CEP components include:

- Emails
- Landing Pages
- Physical & Digital Event Management
- Calendar
- Forms
- Print Marketing & Mailings
- Smart Lists
- Member Personas
- Patron Interest Scoring

Outstanding Customer Support Services

SirsiDynix is renowned for its outstanding customer service and we simplify your support concerns by providing you with a single source for all your service needs. Library and systems professionals operate from our US support offices and provide a wide range of services including consulting, installation, training, networking, and technical support. In addition, SirsiDynix has a virtual support center made up of software experts around the world.

SirsiDynix software is built to function flawlessly 24 hours per day, but just in case a problem arises, we have the most complete system support offering in the industry.

Your library will receive Customer Support services including:

- Help Desk support from SirsiDynix's Customer Support Center during normal business hours
- Access to toll-free, emergency telephone support 24/7/365
- All new versions and enhancements released by SirsiDynix for your licensed modules
- Any needed software fixes and/or patches
- Documentation updates
- Access to web forums and library user listservs
- Multimedia tours to guide staff through software installations

Your dedicated Customer Support team will continue to be your first point of contact for all Customer Support matters, even for non-core ILS products. Our team of Customer Support Representatives will work with you to answer questions and provide general guidance and management advice for the system. If your team needs to escalate your request to the specialty non-core ILS support team, they will do so.

SirsiDynix Future Growth and Success

SirsiDynix is a stable, growing company. In 2019, nearly 100 libraries chose SirsiDynix as their new ILS provider. Some of the customers we happily welcomed to our growing family of libraries include:

- Barnsley Metropolitan Borough Council
- Broward County Library
- Council Bluffs Public Library
- Croydon Council
- Gibraltar Schools
- London Borough of Hounslow
- Leeds City Council, UK
- Palos Verdes Library District
- Rotherham Metropolitan Borough Council
- San Antonio Public Library
- Worcestershire County Council and the University of Worcester
- And dozens more!

SirsiDynix serves public, academic, K-12, and special libraries worldwide with our Symphony ILS and suite of BLUEcloud LSP products and related services, and we are proud to serve such an important industry.

Summary

Our proposal delivers solutions that provide the following benefits:

- provides a competitive solution to meet the needs of Menlo Park Public Library;
- integrates and leverages the latest technology position to keep you at the forefront of innovation for many years to come;
- supports industry standards and provides an open system environment;
- delivers proven performance, scalability, reliability and security in a US-based SaaS environment;
- includes a comprehensive and smooth implementation with full training, project management, and ongoing support;
- offers a powerful and intuitive user interface to library collections, external resources, and course integration for staff and users;
- backed by the leading vendor in the library automation industry whose systems have a proven performance track record and are already widely implemented in the largest libraries in the world.

SirsiDynix is a visionary company and while we currently enjoy the position as the largest supplier of library automation systems in the world, we realize that only through continued development coupled with a focus on service and customers will SirsiDynix remain the best choice for libraries worldwide. We look forward to continued discussions with you about how SirsiDynix can provide the most effective solution for Menlo Park Public Library.

Attachment B - Vendor Responses to Sections 1.2, 4 though 7

Attachment B - System Functionality Worksheet	
Critical Requirements	Vendor response
1.2.2.1 ILS/LSP	
14) Standards	
a. Must support MARC21 and RDA data.	Y
15) Integration	
a. Must support SIP2 and include an unlimited number of connections to SIP2 systems. Must support NCIP.	Y
b. Must support EZProxy integration.	Y
c. Must integrate with Envisionware Print Release software.	Y
d. Must integrate with RFID Automated Materials Handling system.	Y
16) Initial Training	
a. Must provide training for all modules purchased (including onsite or live online training)	Y
b. Training manuals for all modules must be provided.	Y
17) Migration and Implementation Services Requirements	
a. Vendor must migrate the library's present databases to the proposed system.	Y
b. Migration must include: Bibliographic data, MARC records, Holdings and Item records, Patron data, Active circulation data, Active acquisitions data if available and Authority records if possible.	Y
c. Vendor must perform a test migration, allowing the library to review and approve data, before performing a final migration.	Y
d. Vendor must provide instructional and consultation services to MPL staff in the extraction of data from the current system as an included no-charge part of the contract.	See details below.
SirsiDynix expects the Library to provide our implementation personnel an export of the data files from your current ILS provider. Files downloaded from the existing system can be sent to SirsiDynix in any of several physical formats in standard MARC or SirsiDynix -compatible ASCII formats, or in native system formats for conversion by SirsiDynix. SirsiDynix will be happy to provide a contact name for a highly recommended third party data extraction service provider. Since this is a third party service, SirsiDynix is willing to discuss those related fees with the Library if awarded; this can be part of the contract process if requested.	
18) Ongoing Customer Support Services Requirements	
a. Must offer evening and weekend support for emergency issues.	Y
b. Telephone support for non-critical issues must be available during standard business hours (Pacific time.)	Y

c. System documentation must be provided.	Y
d. Online help must be available for all modules purchased.	Y
19) Cataloging	
a. Must allow loading of bibliographic records with flexible match, merge, and overlay tools.	Y
b. Must support numbered and named labels for MARC tags in editing screens. Must support Authority records and provide an Authority Control solution.	Y
20) Circulation	
a. Must allow library to independently configure basic circulation functions, such as days closed, due dates, and fines.	Y
b. Vendor must have remote circulation and inventory functions that staff can use from any device with an internet connection.	Y
c. Must integrate with a portable scanner for both circulation and inventory.	Y
21) SMS Notifications	
a. Must automatically deliver text messages (with patron opt-in/opt-out) for hold pickup, fines, overdue, and user announcements.	Y
b. SMS messaging system must be carrier-agnostic.	Y
22) Acquisitions	
a. Must support automatic order creation from vendor-supplied MARC records with embedded data in 9XX fields.	Y
b. Must accommodate flexible fund structures and track encumbrances.	Y
c. Must allow order creation, material receipt, claiming and all other functions for tracking of ordered materials.	Y
d. Must support an unlimited number of material types/formats, fund accounts, vendor records, order records, claims and transactions, without an added cost.	Y
23) Reporting	
a. Must allow creation and scheduling of reports for all user, circulation, fines, payments, holds, bibliographic and usage data.	Y
24) Staff client(s)	
a. Must offer offline client.	Y
b. Must offer a request/ILL module.	Y
c. Must offer circulation and inventory functionality accessible from mobile devices.	Y
25) The successful proposal *must include documentation* on these components:	
I. Patron notification system that supports email, automated telephone and text messaging notices for holds, overdue materials and other patron events and activities or demonstration of ability to work with third party vendor to support the same.	Y
II. Integration with patron access terminal client software for management of public computer and meeting room scheduling.	Y
III. Federated Search component.	Y
IV. Open URL (Uniform Resource Locator) resolution that contains metadata for use primarily by libraries.	SirsiDynix does not currently offer an OpenURL product. We

		can link to third-party OpenURL resolvers.
V.	RFID (Radio-Frequency Identification) compatible.	Via provided SIP2 interface.
VI.	Extendable support to multiple branch, satellite or unit locations.	Y All SirsiDynix software is scalable to support virtually unlimited growth, so you can continue to expand the capacity of your system without ever needing to replace the software. After the initial implementation, a small agency license fee is charged for each new branch or location created.
VII.	OPAC that includes:	Y
VIII.	Patron self-service for both charging and discharging materials either within the ILS/DS (LSP) or demonstrated support for third party client	Y
IX.	Online and Credit Card payment methods must be available to users through the client or with demonstrated third party.	Y
	1) Relevance ranking	Y
	2) Patron controlled lists and reviews	Via third party integration.
	3) Holds and requests components	Y
	4) RSS feeds	Y
	5) SMS	Y
	6) Customizable interfaces for a youth catalog	
	7) Online patron registration	Y
	8) Spell Check	Y
	9) Patron Submitted Reviews	Via third party integration.

1.2.2.1 Discovery Layer

1) Public interface/discovery system.	Y
2) Public discovery must have responsive design with full functionality on a mobile device.	See details below.

Enterprise only requires a browser to operate. This means that patrons can access Enterprise from any device (i.e., a computer, tablet, iPad, mobile phone) that has an internet connection. Enterprise is designed using CSS, which allows it to be viewable in mobile devices, including tablets. Enterprise will scale to meet the mobile device screen requirements.

Enterprise will offer responsive design themes which your library can choose to implement or not. The theme utilizes jQuery and CSS to present Enterprise in a fashion optimized for mobile viewing when a user accesses the URL from a mobile device (as indicated by the horizontal dimension of the screen resolution).

For future development, our Enterprise discovery layer will achieve a fully adaptive design in a soon-to-be-released version. Adaptive design will (theoretically) ensure the best user experience according to whichever

device the user is using to interface. Unlike responsive design, where a screen “flows” from desktop design into a smaller device’s, adaptive design offers tailor-made solutions. As the name suggests, they adapt to the user’s situational needs and capabilities. As designers, we can show users that we’re in tune with their needs on a mobile device by making our design touch friendly. Meanwhile, we can do the same for desktop users. We begin at the lowest resolution version of the site and work our way up to the highest. Six designs are the current standard, but depending on your users’ data, you might be able to use fewer designs.	
3) Must be highly customizable.	Y
4) Must offer patron account management capabilities.	Y
5) Must support inclusion of library branding.	Y
6) Must integrate electronic databases, including Novelist Plus and Novelist Select.	See details below.
SirsiDynix has developed a JavaScript file for Enterprise to support NoveList enriched content as well as a number of other third party content and review providers including ChiliFresh, Library Thing for Libraries (LTFL), Good Reads, Google Books, Digg, Del.icio.us and more. SirsiDynix can also provide an enriched content subscription for Enterprise through Syndetics including book covers, reviews, excerpts, tables of contents, etc. Pricing available on request.	
7) Must integrate Ebook vendors including Overdrive and Hoopla.	See details below.
The SirsiDynix proposal includes eResource Central, our next-generation electronic resource management solution. eRC bridges the gap between content providers and users, enabling libraries to manage and deliver e-resources seamlessly and cost-effectively from within the Library’s OPAC. Plugins for Project Gutenberg, OpenLibrary, Overdrive & Hoopla are included.	
8) Must have the capability to list library events—calendar function: location, type, audience, language.	Y
9) Must have the capability to create lists of staff selected materials and to propose the selection in an effective, pleasant way—customizable by the library staff.	Y
10) Must have the capability to list library services.	Y
11) Must have the capability to create blogs	Enterprise includes social media widgets that can be used for patrons to share library content, records, and searches on various social networks. This includes the ability to share items on Twitter and Facebook, like items on Facebook, post reviews of library content to social network sites, and more.
5. <u>System Specifications</u> – details	
5.10 <u>General Specifications</u>	
a) Patron notification system that supports email, automated telephone and text messaging notices for holds, overdue materials and other patron events and activities or demonstration of ability to work with third party vendor to support the same.	Y
I. Identify the auto-dialer compatibility with VOIP (Voice over Internet Protocol)	The iTiva telephone notification system

	works with VOIP, but not natively. The Library still needs analog lines and an ATA device.
II. Identify the number of dedicated phone lines required by the auto-dialer system	2
b) Integration with patron access terminal client software for management of public computer and meeting room scheduling.	Y
c) Federated Search component	
I. Describe how the federated search integrates into the OPAC, with locally held digital resources, and state and consortia resources.	See details below.

The Enterprise discovery solution includes federated searching capabilities. This tool can target the local library database, PDF documents, Internet Web resources, Z39.50 databases and content databases that support the Z39.50 protocol, all within a single federated search. For content databases that are not Z39.50 compliant, Enterprise can also search these through one of the federated search services that are supported such as Serials Solutions 360 Search. The library would need to arrange a subscription to Serials Solutions 360 Search if content databases should be included in federated searching.

Patrons will have the option to search “Everything” in the Enterprise database and get a blended hit list or choose from one of the other search sources such as PDF or library favorites.

Additionally, libraries’ can configure which targets they are going to search using individual profiles or even within specific rooms in the content management system. For an example, in a room focused on computer science audience might include a collection of .pdf documents for recently released engineering technical reference manuals.

Libraries can also setup federated search targets in the Enterprise admin tool so that when patrons are searching they have the option to see the results of the federated search. They can see those results without relaunching the search because the federated results load in the background.

d) Open URL (Uniform Resource Locator) resolution that contains metadata for use primarily by libraries	SirsiDynix does not currently offer an OpenURL product. We can link to third-party OpenURL resolvers.
e) RFID (Radio-Frequency Identification) compatible.	A
f) Extendable support for multiple branch, satellite and unit operations.	A
I. Describe how the system differentiates and hosts multiple collections and locations.	See details below.

Location Policy designations allow staff to track where items are currently being held. Each item's Current Location displays when the item is searched. In SirsiDynix Symphony, a location is equivalent to an item status. For instance, item locations can be not just physical locations like STACKS, but also collections like NEWBOOKS or workflow statuses like CATALOGING.

Each item has a home location and a current location. The item is always at its home location unless it has been issued. The current location always reflects where the item is right now, whether it is on loan on not.

Staff can define the location name used by that Library when an item is on loan to them. Typically, this location would be “on loan.” In addition, libraries can define virtual users such as “lost” or “bindery.” When items are issued to these “users,” the location will display as “Lost,” “Bindery,” and so on.

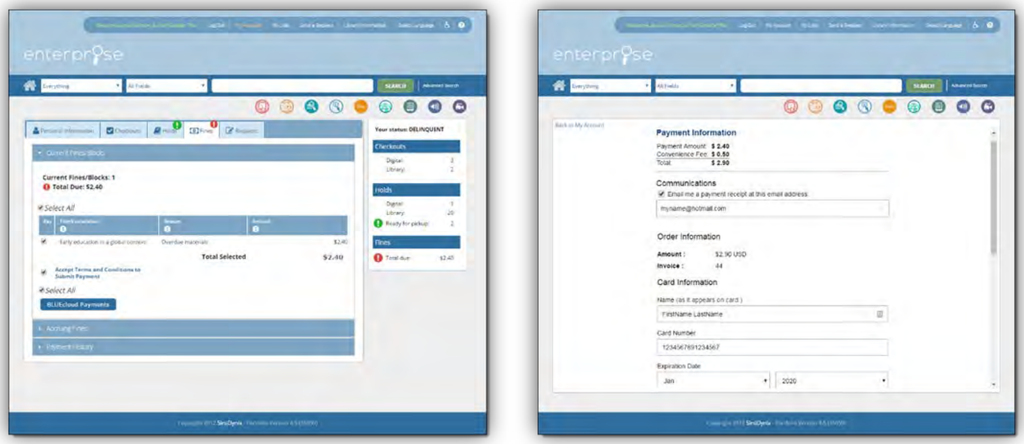
g) OPAC that includes:	
I. Relevance ranking	A

II. Patron controlled lists and reviews	SirsiDynix has also developed a JavaScript file for Enterprise to support a number of other third party content and review providers including ChiliFresh, Library Thing for Libraries (LTFL), Good Reads, Google Books, Digg, Del.icio.us and more.
III. Holds and requests components	Y
IV. RSS feeds	Y
V. SMS	Y
VI. Customizable interfaces for a youth catalog	Y
VII. Online patron registration	Y
VIII. Spell Check	Y
IX. Patron Submitted Reviews	Via third party integration – see note to II. above.
h) Identify the maximum number of simultaneous OPAC users allowable, based on normal configuration.	UNLIMITED
i) Patron self-service for both charging and discharging materials either within the ILS or demonstrated support for third party client.	Y
j) Online and Credit Card payment methods must be available to users either through the client or with demonstrated third party.	Y
I. Describe how the payment method interacts with the patron database	Y See note below.

With built in cash management functionality in the staff client and e-commerce capabilities in staff and public interfaces, you can manage patron fine/fee payment natively.

- Symphony WorkFlows offers cash drawer functionality as well as reconciliation reports allowing you to accept payments using cash, check, library credit accounts, and so forth.
- BLUEcloud Commerce adds the ability to accept credit card payments both through the staff client and the public-facing Enterprise patron account management page.

Patrons can pay bills by swiping their credit card at the circulation desk. Symphony natively connects with partner systems to process the payment.



From the My Account page, patrons can make payments using a credit or debit card.

k) The system must be proposed with the following configuration:	
I. A turnkey system, consisting of a cloud based Software as a service (SaaS), with library data hosted remotely by vendor:	Y
1)Refer to SaaS agreement in Appendix A for data security specifications, describe compliance/non-compliance to them and your security set up	See details below.

Please refer to the following comments:

- Item f.iv.: SirsiDynix will work with customers to notify those whose data was breached but this will be a shared responsibility, not solely our expense or effort.
- Item f.v. and x.: given the fact that SirsiDynix and its customers share responsibility for the security of hosted products, SirsiDynix cannot take sole responsibility for funding credit monitoring for individuals' whose data has been breached.
- C.3.a.: SirsiDynix will destroy the encryption key used for the customer's data (a separate key is used for each customer) but will not delete the encrypted data, instead disposing of the media or overwriting the data in the normal course of operations.

See *SirsiDynix Legal Comments and Sample Purchase Agreement* for additional comments on Appendix A.

SirsiDynix Security Overview

SirsiDynix is extremely proud of the security it offers hosted customers and we welcome opportunities to demonstrate that security through appropriate audits and certifications.

No other individuals or companies will have access to the Library's SirsiDynix software instance or data. In fact, we have several high profile customers in government and the defense industry where data confidentiality and security are a priority currently using SirsiDynix SaaS.

SirsiDynix maintains all devices, including operating system and RDBMS environment, at vendor approved patch and security levels.

The SirsiDynix SaaS engineers regularly check the vulnerability newly implemented protocols, new DoS attacks, etc.

SirsiDynix's firewalls are regularly updated with new firmware to provide the best possible solution to repel new types of attacks.

SirsiDynix uses active Intrusion Prevention Software to analyze all traffic and scan for potential threats.

SirsiDynix uses active anti-malware scanning at the server level to detect attacks that do make it past the firewall, and network administrators are alerted if threats are detected.

Certifications

SirsiDynix's SaaS solution is officially certified for compliance with the **ISO 27001** security standard. SirsiDynix is now one of the only vendors in the industry to become certified to this rigorous standard. Published by the International Organization for Standardization (ISO), the ISO 27001 standard is used by many governments worldwide to indicate that security is properly implemented throughout an organization. Compliance with ISO 27001 ensures that senior management is aware of security and involved with assessing risks, and that the organization continuously improves its information security management system (ISMS). SirsiDynix is compliant with the General Data Protection Regulation (GDPR) 2016/679 EU regulation.

SaaS Data Management and Protection

The data is kept securely. Only authorized library staff and the patrons themselves have access to this information and personal information is further protected from potential corruption by the fact that is only directly amendable via the staff interface.

SirsiDynix supports a wide variety of secure protocols to safeguard data in transit, including SFTP, HTTPS encryption, Virtual Private Networks (VPNs), Secure Shell (SSH), and Secure Socket Layer (SSL)/Transport Layer Security (TLS) tools and certificates. This includes encryption of a single field (e.g., PINs) and full system encryption. Access to any and all system data is only granted to authorized users and can be granted and/or denied in a very granular fashion.

SirsiDynix software complies with privacy laws by providing patrons with access to information that the library holds about them. The library can control which fields are mandatory, to ensure that staff are only obliged to input the essential information they need. The system also allows an automatic prompt to be set after a library-specified number of days, to ensure that patron information is always kept up-to-date – this also enables subscribers to prove that they are taking "reasonable steps" to do this. In addition, the web OPAC provides customers with an option to alert staff, via the software, if there is an inaccuracy in the data held about them.

The web OPAC protects the patrons' right to privacy. In order to obtain access to personal information patrons are required to enter a barcode and/or one other piece of information from their patron record as defined by the Library (usually a PIN). In addition, patron details are not revealed to other patrons in situations such as placing reservation requests for an item out on loan to another patron.

SirsiDynix policy and procedures support disposal of production data only after receiving written authorization from the customer's security point of contact—unalterably recorded in the support ticket management system.

SirsiDynix Security Plans

SirsiDynix provides detailed plans outlining the policies and processes that we adhere to in order to promote security and privacy. Copies of SirsiDynix's Audit Management Plan, Change Management Plan, Controlled Access Plan, Corporate Security Policies, Incident Response Plan, Personnel Security Plan, SaaS Disaster Recovery Plan, and others are available upon request.

2)Any operating system software, database management software, and necessary utilities	Y
l) The system must be proposed with software to support the following functions:	
I. Cataloging and Authority Control, including cataloging utility interface	Y
II. Circulation, Special Collections, and Media Scheduling	Y
III. Acquisitions and Fund Accounting, with EDI support	Y
IV. Serials Control, including Routing	Y
V. Report Writer and Statistics with the ability to export data in several different formats including CSV	Y
VI. SQL query creator with saved queries and database access	Y

m) The vendor must provide a single point of support for the entire system. If the library encounters a problem with the central site hardware or software, they must be able to contact the vendor 24 hours a day, 365 days a year, via online chat or a toll-free telephone number to report the problem. Please detail any exceptions to this point.	See details below.

SirsiDynix software comes with an annually renewable software support agreement. Under the warranty or the support agreement, your library will receive:

- Help Desk support from SirsiDynix Customer Support during normal business hours
- Access to toll-free, emergency telephone support 24x7x365
- All new versions and enhancements released by SirsiDynix for your licensed modules
- Any needed software fixes and/or patches
- Documentation updates
- Access to web forums and library user ListServs
- Information to guide staff through software installations

When you have a question or problem regarding the system, your library can call toll-free during normal business hours, and can e-mail support requests directly to SirsiDynix. In the event of an emergency, your library will have our emergency support phone number, where a live support specialist may be reached 24x7x365. Critical care is offered for Priority 1 Incidents only.

SirsiDynix also accepts software problem reports through our website. A link to the SirsiDynix Customer Support system allows library clients to submit, edit, or cancel service requests to Customer Support via the Web. You can also track the status of your request online. In addition, library clients may search the Knowledgebase to find answers to common questions that have already been submitted to Customer Support by other clients or that have been specially prepared by SirsiDynix staff.

Our goal when taking a problem report over the phone is to resolve the issue during the initial call whenever possible. Incidents that are not resolved on the initial call or that are received by other means are prioritized based on the impact that the problem is having on your library's operations. Critical (Priority 1) issues are responded to *immediately* and worked *continuously* until they are resolved, 100% of the time.

While SirsiDynix makes every effort to respond and communicate with our customers in a timely way, there are occasions when a customer may need to escalate an issue. This could be simply because you have not heard anything for a period of time or because you are not happy with the response you have been given. We provide clear escalation information to customers on our support site, including contact information for all support management (even the CEO's contact information). We want to know if a customer's issue is not being resolved in a timely and appropriate manner.

Below is an overview of the priority levels and associated targeted response times to acknowledge the incident and to begin the resolution.

Priority Level	Description	Target Incident Acknowledgement Response Time	Target Time to Begin Resolution
1	SirsiDynix Software is completely inoperable, online catalog is unavailable, or there is a critical impact to business processes. No work around is available.	1 hour (as long as you report the problem using the support telephone number).	Within 1 hour.
2	SirsiDynix Software is hampered from performing common business functions. No acceptable work around is available.	4 business hours.	1 business day.
3	SirsiDynix Software functionality is impaired but business operations continue. Acceptable work around exists.	4 business hours.	2 business days.

SirsiDynix Customer Support emphasizes full resolution of an issue and complete customer satisfaction. In 2019, 47% of all cases submitted were resolved the same day and 98% of our customers were "Satisfied" or

"Very Satisfied" with support. We encourage customers to respond to satisfaction surveys and use the information they provide to continue improving the support we offer.

Library Relations Managers

In addition to the support described above, each and every SirsiDynix customer is assigned a Library Relations Manager for an added level of support.

SirsiDynix Library Relations Managers (LRMs) work with customers worldwide to facilitate and personalize interactions between SirsiDynix and our customers. The LRMs hold regular phone and occasional onsite meetings with our customers to ensure that each library gets the best out of our products and services for its local environment with a goal of a smooth and production relationship between the individual customer and SirsiDynix. LRMs act as customer advocates within SirsiDynix and work collectively with the customer and all SirsiDynix departments on an ongoing basis to ensure that customer needs are met. Your LRM will keep you updated on new services or product features and versions that may be of particular interest to your library. They will make sure you are aware of updates or changes that may require planning on your end. They work closely with Customer Support and Product Management to review and escalate support cases and to discuss the opportunities and challenges our customers face that may lead to enhancements to existing products or development of new products and services. LRMs often characterize themselves as the customers' "feet" within SirsiDynix and are a primary point of contact for customers once they are in production with our software.

n) The vendor must not restrict the library regarding the specific library-authorized staff that may call for assistance, or the number of calls allowed. The vendor must describe its maintenance services, detailing how both hardware and software service will be provided	Y See details above.
o) The system must have been originally designed for optimum operation in a Web-based computing environment.	Y See details below.

SirsiDynix is recommending a holistic solution using BLUEcloud and SymphonyWeb products to meet library needs. As an example the library can choose from the following solutions to address circulation requirements:

- **SymphonyWeb** is offered for libraries which are actively moving away from PC-based staff workstations to browser devices. SymphonyWeb removes any Java staff client dependency and eases the transition from workstation-based Symphony clients to browser-based BLUEcloud clients. SymphonyWeb allows immediate deployment of a cloud-based version of the full-featured Symphony client which is readily accessible from modern web browsers and a variety of web devices. SirsiDynix is further tightening the interface between BLUEcloud Central and SymphonyWeb to streamline administration for a truly unified solution.
- **BLUEcloud MobileStaff** was one of SirsiDynix's first products to transition from a traditional Java- staff client to a more mobile and widely accessible browser solution; however its primary focus was providing app-based functionality for circulation staff.
- **BLUEcloud Circulation** is part of SirsiDynix's new Library Services Platform (LSP) and represents an integral component of future product development. BLUEcloud Circulation is a further step forward from MobileStaff, delivering much of the Symphony core functionality via a simple browser interface. Future development will continue to expand BLUEcloud functionality until it eventually supersedes the full-featured Symphony Java staff client. Our plans are to transition not just circulation but all staff functionality to the BLUEcloud environment. Connected to the proven Symphony database through RESTful Web Services, BLUEcloud LSP delivers the benefits of modern cloud architecture without a costly migration to an untested ILS while also providing simple, browser access from any HTML5 device.

SirsiDynix is continuously adding functionality to our products in order to meet evolving demands and incorporate new technologies and standards. All three staff clients (SymphonyWeb, MobileStaff, and BLUEcloud Circulation) access the same Symphony database and any or all of these products can be used concurrently by library staff and all three are available today. SymphonyWeb enables libraries to immediately make the move to support a wide range of browser devices without any compromise in functionality.

p) The system proposed should require minimal ongoing administration and maintenance. All regular system administration functions must be performed from within the application, and should not require access to the server operating system. The vendor shall detail any and all functions that must be performed at the operating system level if any.	Y See details below.

With SaaS, SirsiDynix maintains the system; this includes the server hardware, operating system, RDBMS, SirsiDynix software updates, backup, recovery, disaster recovery, offsite storage, etc. The Library retains control over its policies, patron, and staff access, and catalog maintenance. SirsiDynix creates your library's initial policies according to your instructions; then your library takes over the ongoing policy creation, modification, and maintenance, if you so choose.

Proactive management and monitoring of systems is performed by SirsiDynix staff. SirsiDynix actively monitors all levels of the SirsiDynix SaaS infrastructure on an ongoing basis including network, server, storage and applications for latency and availability. In the event of a problem, SirsiDynix will immediately work with the appropriate internal group on a resolution. If these trends affect overall customer performance and/or availability SirsiDynix will alert you via email with an acknowledgement of the problem and an expected resolution time.

SirsiDynix staff will monitor and maintain all physical and virtual resources of a server. If the server needs additional memory or added disk storage, SirsiDynix will be responsible for the purchase and installation. Required downtime will be coordinated between the SirsiDynix Administrator and the library administrator.

SirsiDynix is responsible for system backups. Automatic application backups via Commvault data management and protection software, are performed daily to disc and tape with weekly off-site storage of media archives.

SirsiDynix will monitor routine maintenance tasks such as reviewing and cleaning various operating system log files. All administrative reports, including overdues and statistical reports, will be created and maintained by the Library Administrator or designated alternate(s).

With SirsiDynix SaaS, SirsiDynix is responsible for operating system updates or upgrades including regular patching to the latest OS security and stability releases. SirsiDynix software application upgrades are done for each customer if and when the customer desires and at a mutually agreeable time.

If other maintenance is required, it is done at off-hours after notifying the affected customer systems administrators. 24-hour Critical Care support is provided as part of SirsiDynix SaaS.

q) All updates and indexing transactions must be performed in real-time, without the need for any batch or "chron" jobs to be run.	See details below.

All records in the Symphony ILS -- item, user, authority, control, check-in, order, invoice, funds, vendors, holds, bookings, etc. -- are linked directly or indirectly to the core bibliographic catalog record, eliminating the need for redundant data entry or data storage anywhere in the system. Transactions affecting any record are reflected automatically in all linked data records in real-time and all changes are updated immediately in real-time.

Scheduled background reports automatically compress the indexes overnight to maintain efficiency in storage and retrieval, but all changes to indexing resulting from the addition, editing, or deletion of records are reflected in the catalog in real-time.

There are two types of index builds and rebuilds with the Enterprise discovery solution: 'full' and 'delta.' A full index build or rebuild creates or recreates the Enterprise index from scratch. Nightly delta rebuilds only apply to records that were added, deleted or modified that day. These rebuilds keep your Enterprise searches current with your ILS database.

Enterprise allows you to use the most current index while it is building or rebuilding a new index. This means that Enterprise can be used while indexing is being performed.

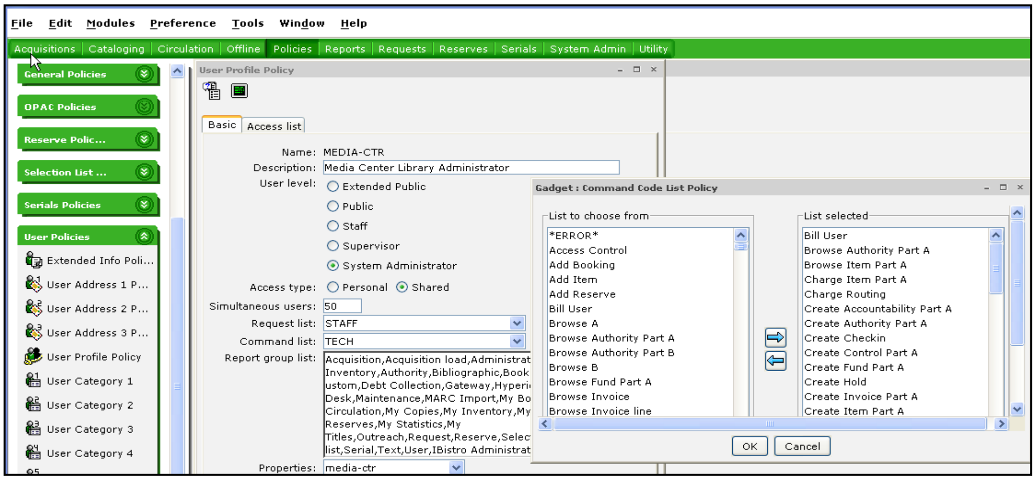
For changes that do not require re-indexing, the administrator simply “Refreshes the search cache” in order for changes to take effect immediately for the end user. This is a simple one-click, and generally takes only a few seconds.

r) The system must support client platform independence for all staff and OPAC functions. All of the modules must be capable of running on Windows 10 (as well as future versions of Windows), Linux and Mac OS X workstations.	Y The Symphony staff client is available both as a Java staff client for install on local workstations and as a web app.
s) The installation of all clients shall be automatic, and delivered from the server to the user’s workstation upon login to the server.	Y
t) All client software updates shall be automatically delivered from the server to the workstation, without requiring additional server hardware or third-party software to facilitate the delivery, and be immediately available for the use of the operator, without requiring re-booting of the workstation.	Y
u) The OPAC module must be accessible via a standard web browser (i.e. Chrome, Firefox, Edge, etc.)	Y
v) The client and user-chosen preferences, such as macros, screen color, fonts, icons, sounds, etc., should be associated with the user and not the workstation. Specifically, all user preferences and privileges will be based upon user identity and shall follow that user from workstation to workstation.	Y
w) The system must permit an authorized user to view and edit any record type for which they have password permission regardless of the module being used (e.g., serials check-in records from within the Acquisitions module, bibliographic records from the Circulation Control module, and order records from the Cataloging module). Please state any such limitations in detail.	See details below.

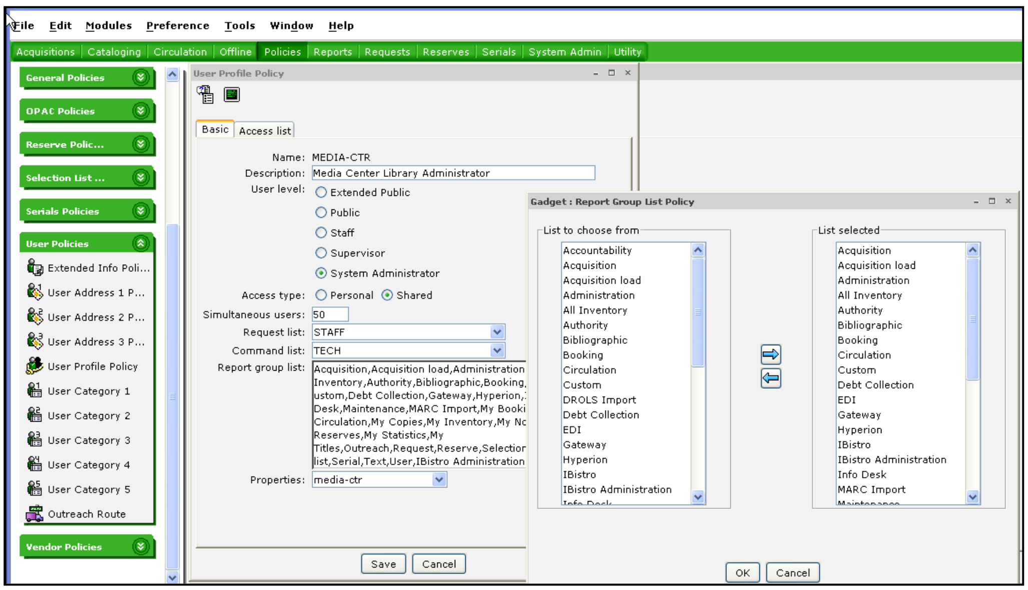
Users gain access to the system through the use of a User Record. User Records contain a User's Name, location information, USER ID, USER ALT ID, their PIN (Personal Identification Number) and their User Access profile. When using any SirsiDynix client, users identify themselves for authentication by supplying their USER ID or USER ALT ID and their PIN. Once a user is authenticated, his or her User Access profile defines the system functions he or she can access. Each User Record in the system is assigned a User Profile that defines the complete set of system functions available to that user. Functions are broken down into actions (query/display, update, create, remove, duplicate, etc.) by database object (bib record, volume record, copy record, order record, fund record, etc.). Security configurations allow the building of a matrix that defines the combination of actions and associated objects that a user is authorized for use.

An administrator can establish access permissions for staff operators using user profile policies. The Library can control a staff operator's access to modules, wizards/commands within modules (create, edit, delete), and to groups of reports (second image).

A sample image of the User Profile and Command List property selections. Below, an administrative user selects which wizards a staff operator can display and/or use:

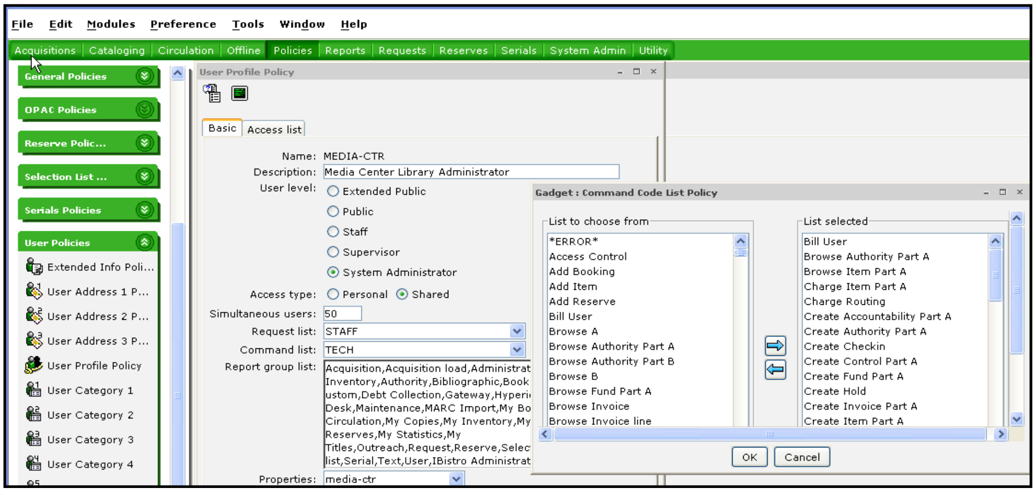


An authorized operator approves/selects Report Groups that a staff operator who logs in as "Media Center Administrator" can display and run:



If you want a group of staff members to see and run only one group of reports, e.g., Circulation, the administrator effects change in one location, saving time.

Another view of the User Profile and Command List property selections. Below, an administrator selects which wizards a staff operator can display and/or use:



x) The vendor must have suitable experience in supporting public libraries that are of a similar size and type as that of the MPL. Vendors shall therefore supply a list of three institutions that most closely match the Library's characteristics as outlined in this RFP. This listing must include all contact information, including names, addresses, telephone numbers, and email addresses.	See details below.

City of Orange Public Library
Angela Scherer Technology & Support Services Manager
407 E. Chapman Ave
Orange, California 92866
714-288-2565
ascherer@cityoforange.org
Symphony SaaS – 17.1 Years

South Pasadena Public Library
Barbara Posner, Support Systems Manager
1100 Oxley Street
South Pasadena, CA 91030
626-403-7344
bposner@southpasadenaca.gov
Symphony SaaS – Customer for 20.8 years

Palos Verdes Library District
David Campbell, Senior Business System Specialist
701 Silver Spur Road
Rolling Hills Estates, CA 90274
310-377-9584 x284
dcampbell@pvld.org
Symphony SaaS – Customer for 1.8 years

Council Bluffs Public Library
Kathy Rieger, Library Director
400 Willow Ave
Council Bluffs, Iowa
712-323-7553
krieger@councilbluffslibrary.org
Symphony SaaS – Customer for 2.5 years

Hartford Public Library Leticia Cotta, Customer Experience Officer 500 Main St Hartford, Connecticut 06103 860-695-6335 lcotto@hplct.org Symphony SaaS – Customer for 1 year	
y) The system must be able to operate 24 hours a day, 7 days a week, 365 days a year. The system must be available for staff and patron use while backup procedures are being performed.	See details below.

Our backup routines do not require the systems to be down, or in a quiet state. SirsiDynix server application upgrades are done for each customer if and when the customer desires, at a mutually agreeable time. If other maintenance is required, it is done at off-hours after notifying the affected customer systems administrators. SirsiDynix is happy to be able to say that our SaaS uptime has been over 99% since inception, with continuous improvements resulting in uptime of >99.95% for seven consecutive years.

SirsiDynix is responsible for system backups. Automatic application backups via Commvault data management and protection software, are performed daily to disc and tape with weekly off-site storage of media archives. Backups are automated and data is protected in the following fashion:

- All disk devices are fully mirrored across redundant controllers. The dedicated backup server then makes copies from the near-line SAN device to the LTO5 tape media. The backup media is picked up on a weekly basis and deposited at a vaulted storage facility and fresh media is returned.
- SirsiDynix systems log every transaction on the system. Therefore, in the event a recovery is required between 24 hour backups, our recovery routines build upon the last backup to bring the system to the correct state.
- All server systems have hot-replaceable, hot-pluggable components and in-force service contracts with 4 hours or less response time.
- SirsiDynix maintains cold standby hardware for recovery purposes to reduce the amount of downtime to customers while the original hardware is being serviced

z) The vendor must describe its maintenance services, detailing how hardware and/or software service will be provided.	See details below.

SirsiDynix SaaS is a fully hosted system. It is designed to provide a fully functional SirsiDynix ILS database server and SirsiDynix software implementation without the need for the customer to purchase, install, administer, upgrade, and maintain a server environment.

The key points included in this service are:

- **Reduced Hardware Costs.** All server resources are managed by SirsiDynix, including CPU, memory, disk, server-side networking, etc. All-inclusive resources – no back-office capital expenses for servers, networking, performance, and disk storage.
- **Dedicated Server Capacity, and no additional cost for Server upgrades.** If more performance is required based on usage or SirsiDynix software enhancements, servers will be upgraded or replaced.
- **Enterprise-class SAN storage**
- **System Reliability and Redundant Server Components**. All production SaaS server components are redundant, CPU, memory, disks, and networking cards—ensuring system reliability.
- **High bandwidth internet capacity and Commercial VPNs**, including redundant uplinks to multiple Tier-1 and Tier-2 internet providers

- **Enterprise-class backup and recovery.** For all our SaaS solutions we perform daily backups of every application server, using standard full and incremental backup strategy.
- **Proactive System Management and Predictive Component Monitoring.** SirsiDynix uses a number of applications to monitor our hosted operations. These products are in place around the world and proactively monitor and alert SaaS engineers to variances in performance and availability ensuring Customer systems are available around the clock.
- **Aggressive Security Management Features**. Systems are actively monitored for security and regularly patched to the latest OS security and stability releases. All systems are protected via enterprise class firewalls and other security devices.
- **Virtualization and partitioning**
- **Scalable Database Architecture for Added Flexibility**. All systems are licensed for and implemented on Oracle RDBMS.
- **Full Functionality.** Full range of software solutions hosted for all types and sizes of libraries which include the full range of SirsiDynix modules.
- **First class customer service**. All sites receive 24 x 7 Critical Care support.
- **Upgrades that meet the Library's timeline.** SirsiDynix software upgrades are scheduled by the site but performed by SirsiDynix Administrators.

Benefits of SirsiDynix SaaS.

aa) The vendor must be able to implement the library's profile evaluation database within 60 days of contract signing. The profile evaluation database will consist of the library's data, loaded and indexed to the library's specifications.	See details below.

SirsiDynix understands that your library's data is invaluable to your organization. Our standard data migration process includes a thorough analysis of your data, detailed discussions with library staff, a sample data load, review of migrated test data, approval by library staff, and a final migration based on mutually-agreed parameters. Our process is based on years of experience and thousands of successful data migration projects. In summary:

- Your SirsiDynix Library Implementation Consultant will guide you through the process of completing your SirsiDynix policies using an online tool (item types, location codes, patron profiles, patron categories, bill reasons, etc.)
- SirsiDynix will configure data “mapping” profiles corresponding to your newly-defined SirsiDynix policies and convert your data to the SirsiDynix-specified formats used to load the data to SirsiDynix Symphony.
- The converted data will be loaded onto your server.
- The Library will be given time to review and make any configuration and mapping changes prior to the final load.
- After your training is completed, your final data extraction / export and conversion will commence. SirsiDynix will process an updated set of data exported from your present system, making any needed adjustments to the profiles identified during the test conversion.

SirsiDynix can load an evaluation copy of the Library's full export into a Symphony system using standard delivered policies and default mapping. Following this load of the evaluation database, the Library will engage with the library consulting team to develop detailed conversion profiles which will be carried out, and all data reloaded before application training. If the library requires multiple database loads beyond what is provided with the standard SirsiDynix migration process, SirsiDynix can provide additional test load(s) to the contract pricing at an additional charge. However, the process of creating the specifications for an evaluation database may take longer than 60 days and is subject to a number of conditions:

- The Library must provide SirsiDynix at least a 90-day notification of the date for contract signing to allow us to schedule the activities.
- SirsiDynix would need access to system on the day of contract signing. If the customer has available server hardware, this server must be fully configured on the day of contract signing. If a SirsiDynix SaaS environment is required, it would need to be immediately available.
- The Library would have to supply SirsiDynix with a full export of all data at least 15 days before contract signing. SirsiDynix will be happy to provide a contact name for a highly recommended third party data extraction service provider. Since this is a third party service, SirsiDynix is willing to discuss those related fees with the Library if awarded; this can be part of the contract process if requested.
- The Library must agree to pay for the time scheduled for the additional test load regardless of either signing the contract or signing the contract on time.
- Missing any of these dates or terms would negatively impact the timeframe.

However, it is important to restate the SirsiDynix’s standard data migration process is proven and effective and does not require an evaluation database. If the Library’s intent for this evaluation environment is to test the Symphony system functionality, this can be more effectively managed through the provision of SirsiDynix online demonstrations. In any event, SirsiDynix would be happy to discuss this requirement in further detail in an effort to meet your expectations.

bb) The vendor must not limit the library as to the number of times the profile evaluation database can be re-loaded or re-indexed for evaluation purposes. If there is a limit to the number of times the vendor will re-load or re-index the profile evaluation database, that limit must be listed.	See details below.

SirsiDynix’s data migration typically includes one test load and one final data extraction as outlined in the process below. Multiple dataloads are not required but can be provided at an additional charge.

Your SirsiDynix Library Implementation Consultant will guide you through the process of completing your SirsiDynix policies using an online tool (item types, location codes, patron profiles, patron categories, bill reasons, etc.)

- SirsiDynix will configure data “mapping” profiles corresponding to your newly-defined SirsiDynix policies and convert your data to the SirsiDynix-specified formats used to load the data to SirsiDynix Symphony.
- The converted data will be loaded onto your server.
- The Library will be given time to review and make any configuration and mapping changes prior to the final load.
- After your training is completed, your final data extraction / export and conversion will commence. SirsiDynix will process an updated set of data exported from your present system, making any needed adjustments to the profiles identified during the test conversion.

Extensive analysis and testing of data is performed throughout the migration, to assure that processing follows project specifications; errors or anomalies encountered during migration are reported to the Library, to permit resolution prior to the final load.

In addition to human testing and spot-checking performed throughout the process by SirsiDynix conversion specialists, various error detection routines are incorporated in the conversion and loading process. In general, these routines detect and report any format errors; i.e., records lacking required fields, records that violate record or field lengths prescribed by the MARC format or SirsiDynix’s Formatting Manual (for non-MARC records), records with undefined values (e.g. undeclared location codes), and other errata. Unacceptable duplication among records is also detected and reported: for example, multiple user records with the same user ID field, or multiple items with the same item ID or barcode. Errors on which it is not possible to report are generally limited to logical or physical (read) errors preventing the retrieval of any data that would allow the record to be reported. Errors are reported, discussed with the designated contact at the library, and resolved, where possible though policy or processing adjustments, as they are detected throughout the process.

cc) Major software updates on the server should not require downtime of more than 2-4 hours and be performed during the 12am to 4am PST hours. Please describe how major software updates are performed.	See details below.

New staff clients are distributed with each major release of SirsiDynix Symphony (typically on an annual basis) as well as with new patch clusters (approximately quarterly). The customer has the option of installing new versions and patch clusters or not, so the frequency of client updates is entirely up to the customer.

Operating system maintenance plays a crucial role in service stability. OS maintenance is performed several times per year on an as-needed basis. If system maintenance is required, including installation of software patches, it is done during off-peak hours by SirsiDynix after notifying the affected customer systems administrators. Recovery servers will be used to provide services when OS maintenance requires more time than is allowed.

SirsiDynix is responsible for the installation of all SirsiDynix software updates or upgrades at the server level. The library system administrator will be notified via official SirsiDynix communications of upcoming SirsiDynix software updates or upgrades.

Upgrades to underlying systems (i.e. your Enterprise instance[s] and Symphony instance[s]) are scheduled based on a mutually-agreeable timetable, which can even be outside your libraries’ operating hours and SirsiDynix’s own business hours. The amount of downtime required to complete such an upgrade will vary from one release to another and, in particular, may take longer in instances where you wish to bundle various data services with the upgrade (largescale policy changes, deduplication processes, etc.). In every case, SirsiDynix will work with you to assess the anticipated timeframe and come to a mutual agreement with respect to scheduling.

The library system administrator and the SirsiDynix SaaS system administrator will coordinate the timeline for the software update or upgrade. The customer-requested upgrade process allows libraries to determine the timing and provides the ability to inform staff of new software features prior to installation.

This process is initiated by the customer submitting a Client Care ticket requesting an upgrade. The SirsiDynix SaaS Administrators will contact the customer and coordinate a mutually acceptable upgrade date and time.

Naturally, the more advance notice that can be given for an upgrade request, the better. The minimum time required is one week's notice, but it is subject to Administrator and resource availability.

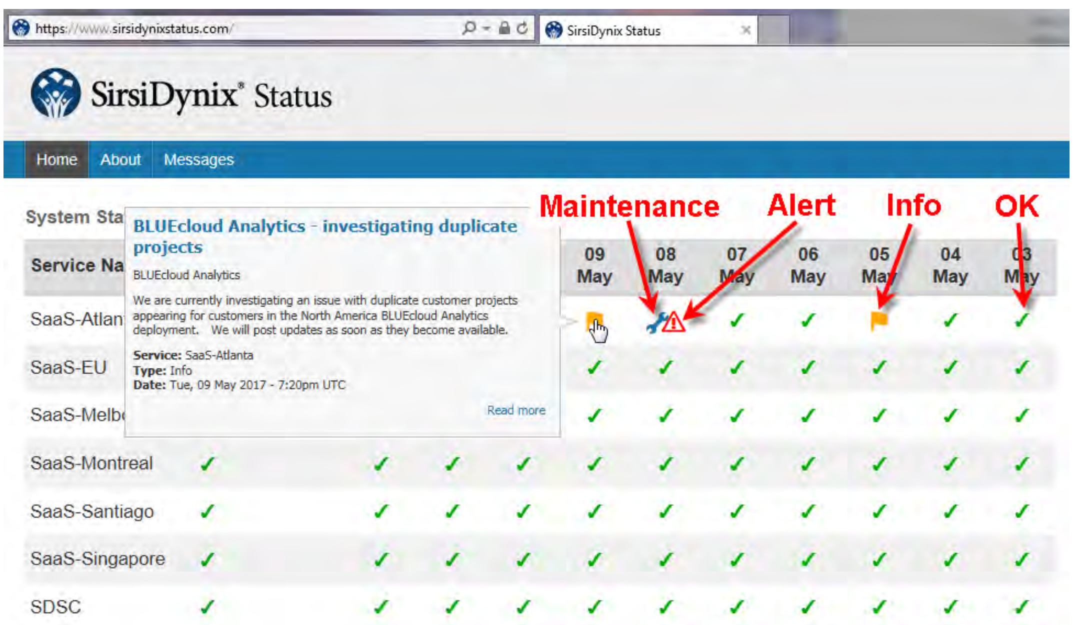
For Java staff client upgrades, the library system administrator can then decide timing of downloads to the staff workstations i.e. an individual staff member cannot proceed with a client upgrade on their own.

In the case of upgrades to multi-tenant online, shared staff browser-based apps, such as the BLUEcloud Central library services platform staff interface, SirsiDynix will provide adequate warning about scheduled upgrades but libraries should not anticipate any downtime during such upgrades as we deploy upgrades in non-concurrent fashion across multiple global zones. So, for example, if you attempt to access BLUEcloud Central during the time we are performing an upgrade on the servers to which your traffic is typically transmitted, you will simply be directed to a different zone's installation of BLUEcloud Central. (For example, your traffic will be directed to the zone typically used by customers in Australia instead of the North America zone.) The functionality will be the same and the difference in the background will not be noticeable to library staff.

During Symphony upgrades the customer will not have access to Workflows or their online catalog (OPAC). The amount of time for these upgrades varies greatly due to customer size and current-to-upgrade release differences. On average the downtime is 4-6 hours.

SirsiDynix makes all efforts to notify customers of any Scheduled Maintenance at least 3 days in advance of the work. Often times the Customer will receive notification a week or more in advance. There will be situations where SirsiDynix is unable to deliver this advance notification and might notify the Customer <24 hours prior. Scheduled maintenance has standard start time of 10pm CDT (US).

Customers may also visit https://www.sirsidynixstatus.com for current status and upcoming maintenance schedules. This site is useful if you ever experience service disruptions when accessing your SaaS hosted system, the SirsiDynix phone system, or the Customer Support Service Center (SDSC), and wish to check for status notifications.



SirsiDynix uses this portal to provide updates about any widespread issues as well as announce planned maintenance windows.

A green check indicates that this service is functioning properly. Other icons indicate alerts or other notifications. Clicking a notification icon displays details about that incident.

The SirsiDynix Status portal is hosted outside our system so it should be available even when our phones, websites and other services are not available. A login is not required to access this site.

dd) The system must not require the use of a third-party relational database management system (RDBMS), such as Oracle, although use of a RDBMS might be available as an option.	See details below.

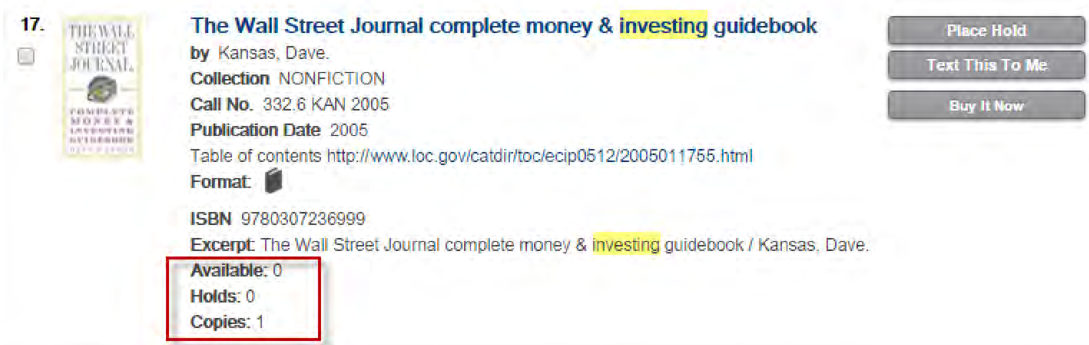
SirsiDynix SaaS is a fully hosted system. It is designed to provide a fully functional SirsiDynix ILS database server and SirsiDynix software implementation without the need for the customer to purchase, install, administer, upgrade, and maintain a server environment. SirsiDynix SaaS includes use of an embedded Oracle RDBMS at no additional charge.

All systems are licensed for and implemented on Oracle RDBMS and all server resources are provided and managed by SirsiDynix, including the Oracle RDBMS, CPU, memory, disk, server-side networking, etc. All-inclusive resources – no back-office capital expenses for servers, networking, performance, and disk storage.

The Oracle relational database is recognized as industry-leading databases providing excellent scalability and performance characteristics. In addition, Oracle continues to invest in these database systems and Symphony users will benefit from the improvements in the databases as future versions of Symphony make use of the latest versions of the respective databases.

ee) The vendors OPAC must be integrated into the library management system and be available in real-time, including circulation status, as records are updated on the integrated library system, requiring no batch loading or nightly re-indexing of the library's data	See details below.

Enterprise displays near-real-time availability for materials in the library catalog. As users interact with the catalog (e.g., to place holds on items), Enterprise will update the title's availability, number of requests, etc.



Near-real-time availability for titles in Enterprise. If an Enterprise user were to place a hold on this item, the 'Holds' counter would increase to 1.

For other changes to show in Enterprise (modifications to bibs, etc.), a full or delta harvest is required. A full index build or rebuild creates or recreates the Enterprise index from scratch. Nightly delta rebuilds only apply to records that were added, deleted or modified that day. These rebuilds keep your Enterprise searches current with your ILS database.

Enterprise allows users to access the most current index while it is building or rebuilding a new index. This means that Enterprise can be used while indexing is being performed.

For changes that do not require re-indexing, the administrator simply 'Refreshes the search cache' in order for changes to take effect immediately for the end user. This is a simple one-click process and generally takes only a few seconds.

5.2 Conforms to currently used ILS/LSP Standards	
a) ANSI/NISO Z39.50	Y
b) Describe system interoperability using the NCIP (NISO Circulation Interchange Protocol) standard, for providing standardized links between open and proprietary systems	Y

I. Describe any successful demonstrations of NCIP implementation between:	
1)The system's circulation module and other ILL systems	See details below.

SirsiDynix fully supports the NCIP and SIP2 standards for exchanging patron and item status information among library systems. The included NCIP and SIP2 interfaces developed for Symphony provide support for the growing number of industry-compliant third party applications that use these protocols.

2)The system's ILL module and other circulation systems	See details below.

Our proposed solution is bidirectionally compliant with the NISO Circulation Interchange Protocol (NCIP), including the Direct Consortial Borrowing (DCB-3) profile. This means that you can easily create brief records from an NCIP- compliant extra-consortial ILL system such as VDX or Relais, look up items and users, authorize or block ILL transactions, etc. You can then distribute these materials to your users precisely as you would circulate consortium-owned materials. Upon return to the library, the materials will be checked in and routed back to their non-consortium owning library, most commonly by way of the ILL department if the institution has one.

Symphony fully supports the NISO Circulation Interchange Protocol (NCIP). NCIP:

- communicates with ILL and document delivery software
- supports integrations with a variety of interfaces, including the following: VDX, ILLiad, WorldCat, FirstSearch; SF Systems, Relais, III's Inn-Reach, and URSA

The Symphony NCIP responder allows third-party ILL systems to send requests and check user information automatically. It can create temporary records for borrowed items coming into a library and maintain their status through the whole process and the item's return to the lending library. Symphony's NCIP responder supports the Direct Consortial Borrowing DCB-3 profile for the NCIP version 1. This would allow (but not require) the library to use ILL solutions such as OCLC VDX and Innovative Interface's INN-Reach.

Our NCIP interface is superior to a Z39.50-only interface, where libraries have to do everything manually, often multiple times through multiple user interfaces.
Our NCIP interface eliminates that duplication and makes it more efficient, automatic, and accurate.

Another advantage to the NCIP interface is that while all functions directly related to ILL are performed on the ILL system in use, the Library can take advantage of Symphony's robust Demand Management and Circulation features to manage prioritization for hold fill for "ILL" materials, notification for end users of ILL item availability, loan parameters for ILL items checked out to users, and notification about overdues, fine and fee management, etc.

Symphony supports roles as both the initiator and responder within NCIP-based transactions. Supported NCIP messages include the following:

- AcceptItem
- AuthenticateUser
- CheckInItem
- CreateUser
- ItemCheckedOut
- ItemRequestCancelled
- LookupItem
- RenewItem
- CheckOutItem
- LookupUser
- CancelRequestItem
- ItemCheckedIn
- ItemRequested
- LookupAgency
- RequestItem

3)The system's circulation module and third party self-service stations	See details below.

Interactions between the Symphony circulation module and third party self-service stations are typically managed through our included SIP2 interface. The SIP2 standard enables checkout and other self-service transactions entered on self-check systems to be authenticated in real-time against the Symphony patron file. For example, when used with selfcheck systems, the SIP2 interface will enable selfcheck units to verify that items are in fact eligible for checkout and that the patron is also eligible to charge them. Ineligible transactions

are blocked automatically, while eligible transactions are completed and recorded just as though they had been performed on a Symphony staff workstation.	
4)The system's circulation module and the management of electronic book and audiobook formats through third party providers.	See details below.

Our proposal includes SirsiDynix's eResource Central. eRC keeps library users in your catalog, away from third-party sites with unfamiliar interfaces. It lets your users search eResources alongside physical content, see real-time availability and previews for eResources, and download titles . . . all *from within your discovery tool*.

eResource Central benefits your library in the following ways:

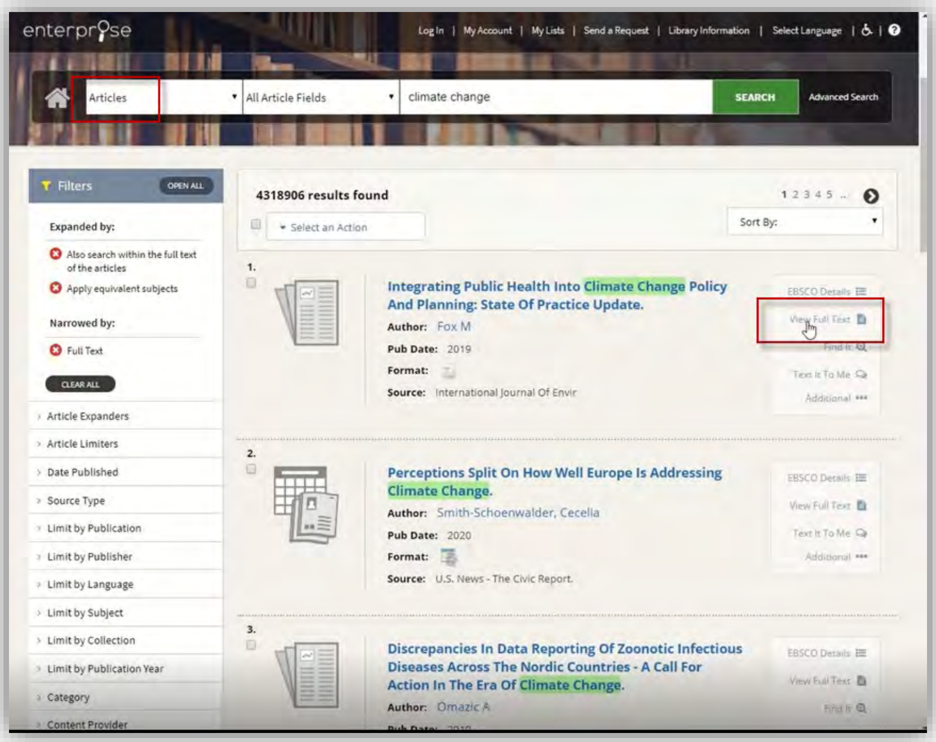
- Simplified eBook delivery. eResource Central lets patrons access all library resources through a single interface. With eRC, library users can more easily find eBooks compatible with their eReaders.
- Savings for libraries. eResource Central manages licensing and access rights and manages the acquisition and creation of electronic content. This means your library can easily deliver content from different sources—and save money.
- Strength in numbers. eResource Central uses SirsiDynix's cloud environment to give libraries economies of scale. Your users can find any library resource through a single discovery interface, and you'll spend less time loading and indexing eResource collections locally.
- Stable cloud platform. With more than 750 customers and 1,000 product implementations in the SirsiDynix cloud, eResource Central builds on time-tested and proven technology.

II. Provide examples of 3 libraries which are using your product and a third party vendor to perform self-service service	Carlsbad Public Library

	City of Mission Viejo Public Library San Leandro Public Library
III. Provide examples of 3 libraries which are using your product and a third party vendor to perform automatic notification through auto-dialer, text messaging, and email.	Mission Viejo Public Library Redondo Beach Public Library San Leandro Public Library
c) Describe capabilities of the system to integrate with a third party supplier of an OpenURL- compliant link server system or service. Discuss how this third party system would interoperate with the various library system modules.	See details below.

SirsiDynix's Enterprise search and discovery solution can seamlesy integrate with third-party OpenURL resolvers.

As an example, if the Library has a subscription to EBSCO's EDS and Full Text Finder (EBSCO's resolver), the screens below show how results from an article search include a "view Full Text" option:



International Journal of *Environmental Research and Public Health*

MDPI

Review

Integrating Public Health into Climate Change Policy and Planning: State of Practice Update

Mary Fox [1,*], Christopher Zuidema [2,†], Bridget Bauman [2,‡], Thomas Burke [1] and Mary Sheehan [1]

[1] Department of Health Policy and Management, Risk Sciences and Public Policy Institute, Johns Hopkins Bloomberg School of Public Health, Baltimore, MD 21205, USA

[2] Department of Environmental Health and Engineering, Johns Hopkins Bloomberg School of Public Health, Baltimore, MD 21205, USA

* Correspondence: mfox9@jhu.edu

† C.Z. contributed to this work while a student at the Johns Hopkins Bloomberg School of Public Health; current affiliation: Department of Environmental and Occupational Health Sciences, University of Washington, Seattle, WA 98195, USA.

‡ B.B. contributed to this work while a student at the Johns Hopkins Bloomberg School of Public Health; current affiliation: unaffiliated.

Received: 22 June 2019; Accepted: 2 September 2019; Published: 4 September 2019

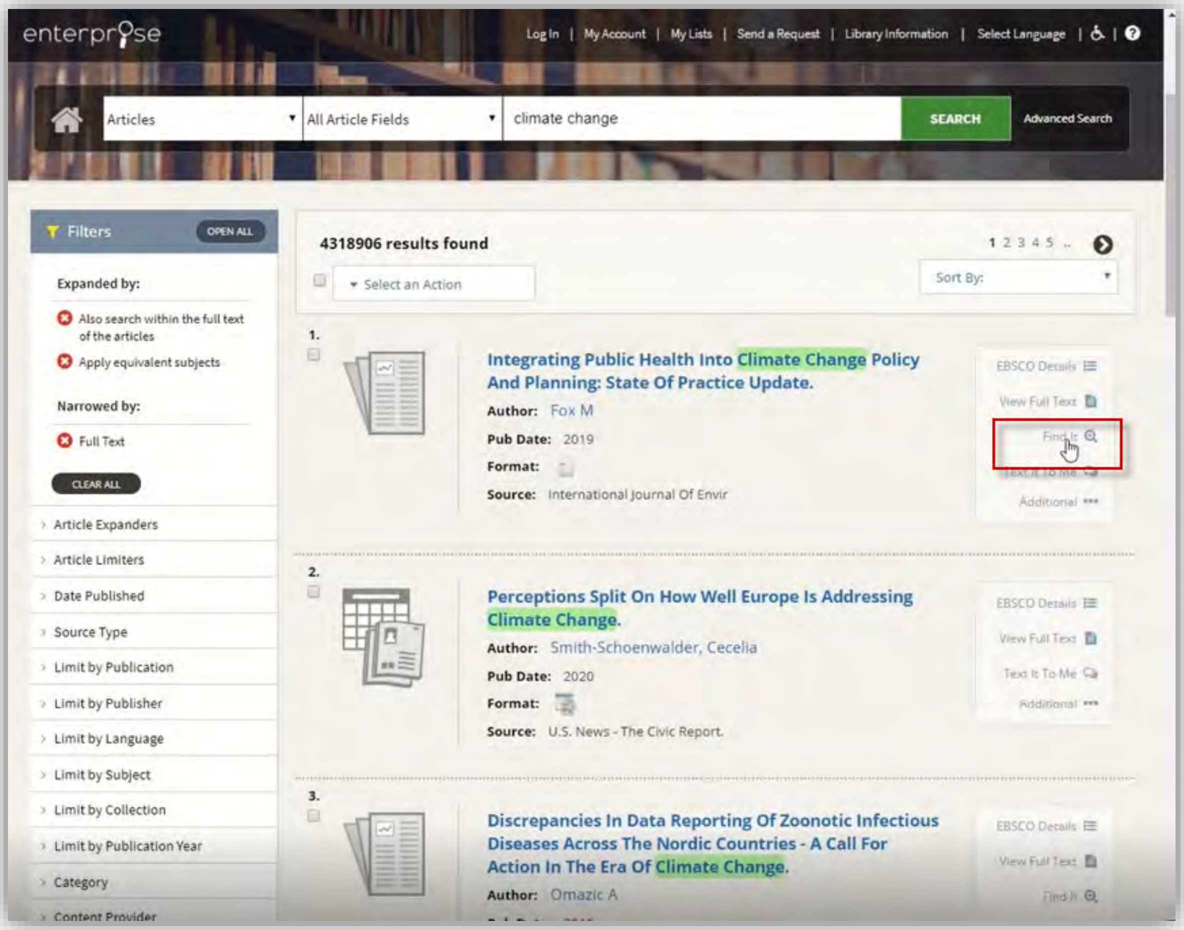
Abstract: Policy action in the coming decade will be crucial to achieving globally agreed upon goals to decarbonize the economy and build resilience to a warmer, more extreme climate. Public health has an essential role in climate planning and action: "Co-benefits" to health help underpin greenhouse gas reduction strategies, while safeguarding health—particularly of the most vulnerable—is a frontline local adaptation goal. Using the structure of the core functions and essential services (CFES), we reviewed the literature documenting the evolution of public health's role in climate change action since the 2009 launch of the US CDC Climate and Health Program. We found that the public health response to climate change has been promising in the area of assessment (monitoring climate hazards, diagnosing health status, assessing vulnerability); mixed in the area of policy development (mobilizing partnerships, mitigation and adaptation activities); and relatively weak in assurance (communication, workforce development and evaluation). We suggest that the CFES model remains important, but is not aligned with three concepts—governance, implementation and adjustment—that have taken on increasing importance. Adding these concepts to the model can help ensure that public health fulfills its potential as a proactive partner fully integrated into climate policy planning and action in the coming decade.

Keywords: adaptation; adaptive management; climate change; essential services of public health; governance; implementation; mitigation; public health practice

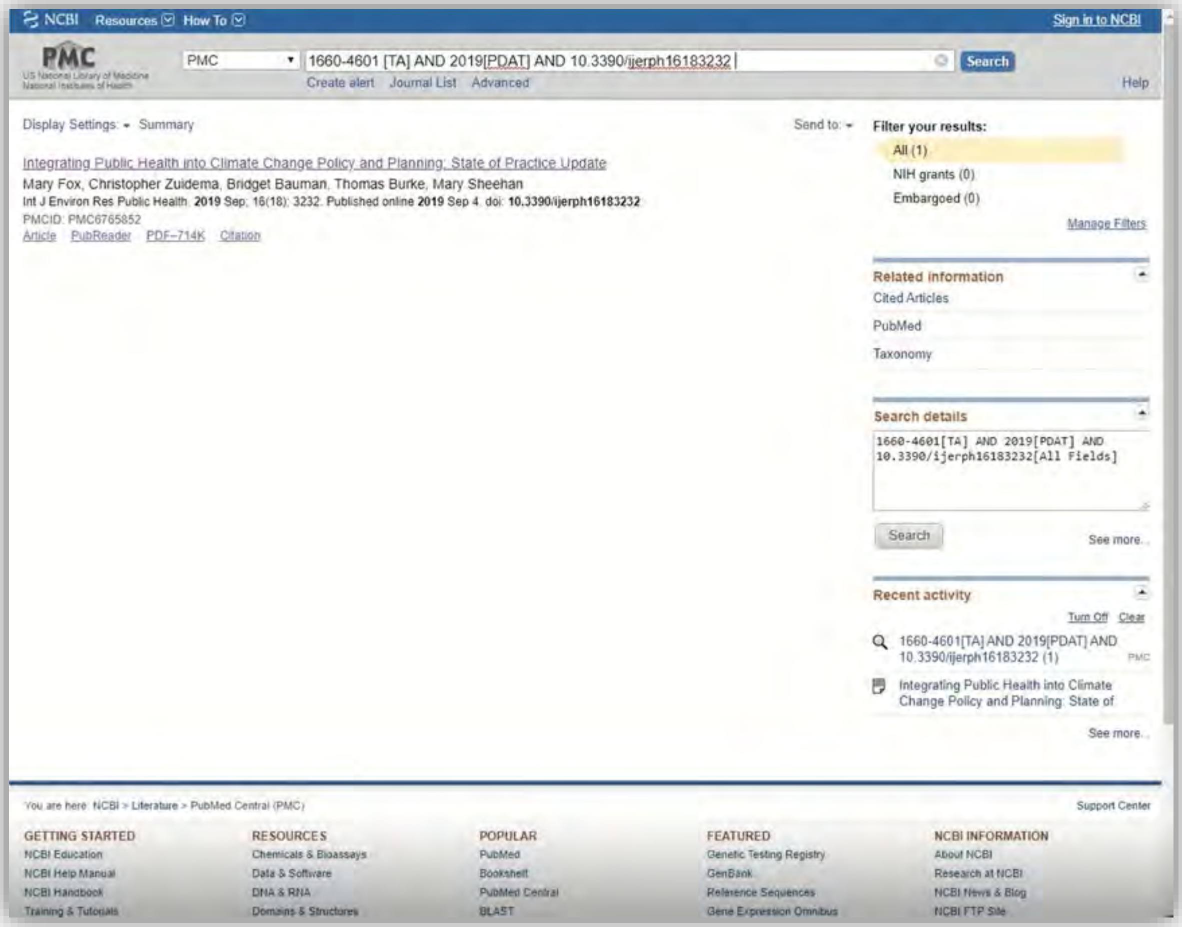
1. Introduction

With accelerating frequency and intensity, severe storms, heatwaves, wildfires, droughts and

It also provides a "**Find It**" option:


enterprise
Log In | My Account | My Lists | Send a Request | Library Information | Select Language
Articles
All Article Fields
climate change
SEARCH
Advanced Search
Filters
OPEN ALL
Expanded by:
Also search within the full text of the articles
Apply equivalent subjects
Narrowed by:
Full Text
CLEAR ALL
Article Expanders
Article Limiters
Date Published
Source Type
Limit by Publication
Limit by Publisher
Limit by Language
Limit by Subject
Limit by Collection
Limit by Publication Year
Category
Content Provider
4318906 results found
Select an Action
Sort By:
Integrating Public Health Into Climate Change Policy And Planning: State Of Practice Update.
Author: Fox M
Pub Date: 2019
Format:
Source: International Journal Of Envir
EBSCO Details
View Full Text
Find It
Additional
Perceptions Split On How Well Europe Is Addressing Climate Change.
Author: Smith-Schoenwalder, Cecelia
Pub Date: 2020
Format:
Source: U.S. News - The Civic Report.
Text It To Me
Discrepancies In Data Reporting Of Zoonotic Infectious Diseases Across The Nordic Countries - A Call For Action In The Era Of Climate Change.
Author: Omazic A


Full Text Finder Results
Revise Request
Help
SirsiDynix
Integrating Public Health into Climate Change Policy and Planning: State of Practice Update
Fox, Mary. International Journal of Environmental Research and Public Health Volume: 16 Issue 18 (2019) ISSN: 1660-4601
Full Text Finder Results
Resources Located for this Citation
Check for full text at the publisher's site.
Find this article in full text from EBSCOhost SmartLinks
Check PubMed Central for the full text of this article
Contact Us
Library Opening Times
Report Broken Link
Top of Page
EBSCO Support Site
Copyright
Privacy Policy
Terms of Use
© 2020 EBSCO Information Services. All rights reserved

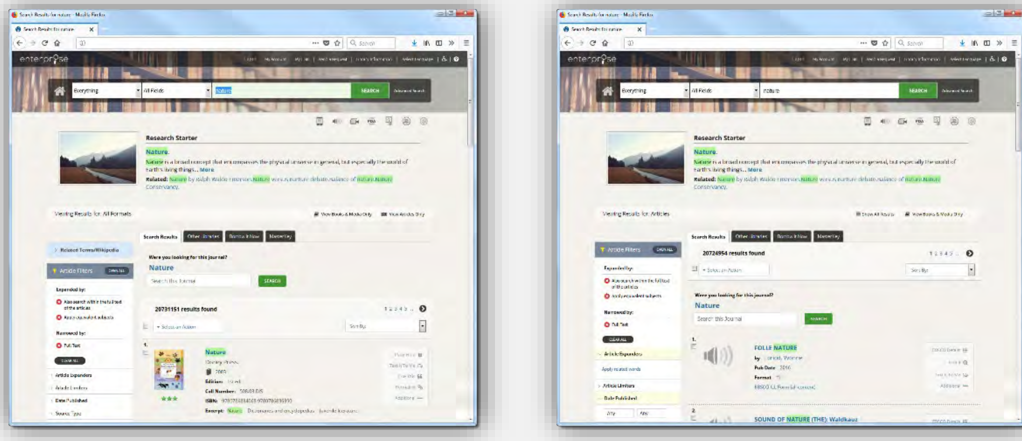


d) Describe capabilities of the system to integrate with a third party supplier of a federated search solution or system or service.	See details below.

The Symphony Enterprise Search and Discovery solution includes federated searching capabilities. This tool can target the local library database, PDF documents, Internet Web resources, Z39.50 databases and content databases that support the Z39.50 protocol, all within a single federated search. For content databases that are not Z39.50 compliant, Enterprise can also search these through one of the federated search services that are supported such as Serials Solutions 360 Search. The library would need to arrange a subscription to these third party solutions if content databases should be included in federated searching.

I. Discuss how this third party system would interoperate with the various library system module	See details below.

Using optional APIs, Enterprise can tightly integrate third party systems. For example, integration with the EBSCO Discovery Service (EDS) is via an embedded API and extensive co-development with EBSCO, allowing library users to search and access ebooks, journal articles, and any other resource available through EDS.



Enterprise integrates results from—and value adding features of—the EBSCO Discovery Service (EDS). Here, search results for "nature" include a research starter guide, the option to search within the journal of that name, and results that separate EDS results and that commingle library results with those from EDS are shown.

The library would need to arrange a subscription to these third party solutions if content databases should be included in federated searching.

5.2.1 General Considerations	
a) Compatibility with all major browsers and their recent versions.	See details below.

SirsiDynix web-based products are officially supported on the two most recent releases of the following browsers:

- Internet Explorer
- Apple Safari
- Mozilla Firefox
- Google Chrome

*SymphonyWeb only supports Mozilla Firefox and Google Chrome

It is likely that the products will still work well on other browsers (such as Opera) or slightly older versions of the supported browsers (such as a version of Chrome that is one year old and is the fourth or fifth most recent release), but in order to maintain an active development cycle and release our own products quickly, we must limit browser support somewhat. SirsiDynix recommends regularly updating web browsers so that SirsiDynix software and other web-based applications will work as expected.

Supported browsers include the latest stable release of the last two major versions of the above browsers. For these browsers, which have shorter release cycles, we will target support of the latest release immediately. As soon as the new browser version has been certified, support for the earlier version will be dropped.

Information on supported Browser versions and any browser-related support issues are continually updated on the SirsiDynix client care website.

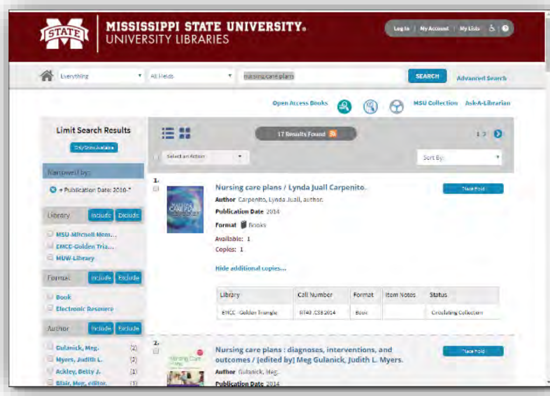
b) Secure interface between the OPAC and patron information.	Y
5.2.2 Customizability	
a) The system should provide the ability to locally customize the contents and display of the menu, search, and result screens. Describe the level and method of customization.	See details below.

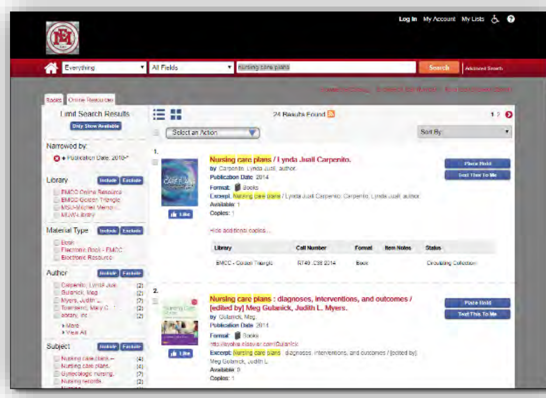
While Enterprise offers interfaces that are public-ready and available with little to no customization or modification apart from populating appropriate details about profile policies, indexing rules/targets, etc., Enterprise's true strength lies in its construction as a true discovery platform. That is to say that Enterprise offers extensive options for customization, for integrations with external systems, and even opportunities to leverage its existing technology stack in the development of a library's own solutions, software, and systems.

Enterprise's power is in its flexibility and the value that many of our most satisfied Enterprise customers find in the platform is primarily related more to work *they* have done using Enterprise than with work that SirsiDynix has done to develop it. Enterprise is not a "black box" solution, so much as it is a "tool box," allowing your library to create and customize the discovery experience your library wishes to deliver its users (and even to deliver distinct experiences to different constituencies of users). Your library can modify the appearance, the search targets, the preferences, the information displayed, and more.

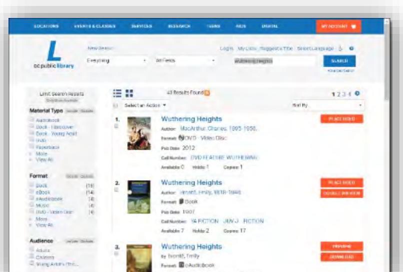
Enterprise's customizability is not delivered simply as a handful of options for modifying the color scheme or uploading your logo for branding purposes. Enterprise is customizable in virtually every way because it is controlled by and built with a full-feature content management system (CMS). The Drupal-based CMS is used by SirsiDynix as we develop Enterprise, but is also available for every Enterprise library. Libraries can uses the what-you-see-is-what-you-get (WYSIWYG) page editor and builder to create or modify Enterprise pages to satisfy needs of their user community. Libraries can also use the tools to directly add or edit custom HTML, CSS, and JavaScript. Libraries have used these tools to deliver interfaces, functionality, and experiences to their users that go beyond the scope of any software vendor's imagination about what their software can accomplish.

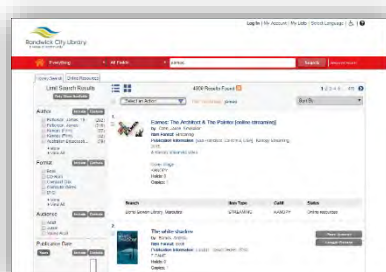
Virtually all Enterprise behaviors, functionality, appearance, etc. are governed by profile. The profile determines the policies, functionality, appearance, etc. that Enterprise will present to the end user. Profile can be assigned based on a variety of factors—including authentication by user, URL, or IP range—allowing you to create different Enterprise experiences and pages for distinct libraries within a shared system, different types of users, location of the terminal being used, and more.





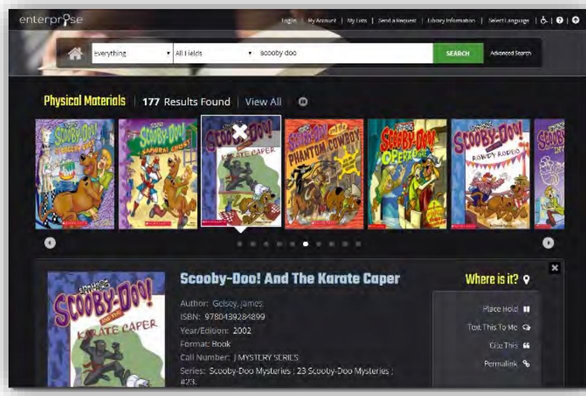
Mississippi State University Library and Eastern Mississippi Community College results pages. Please note that these two institutions share an Enterprise instance. All differences between the two are strictly profile-based.

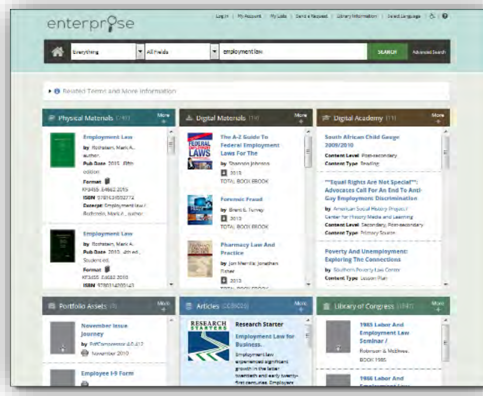




Left-to-right Washington DC Public Library, Cleveland Public Library, and Randwick (NSW, AUS) Public Library each offer unique and attractive Enterprise implementations.

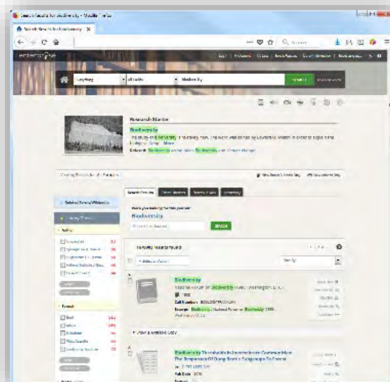
The Enterprise CMS allows you to build virtually whatever types of pages you wish and Enterprise's unique profile-based architecture allows you to deliver multiple unique discovery options based on user needs, preferences, use cases, etc. Some unique interfaces are shown here to demonstrate the types and the depth of the flexibility Enterprise delivers.





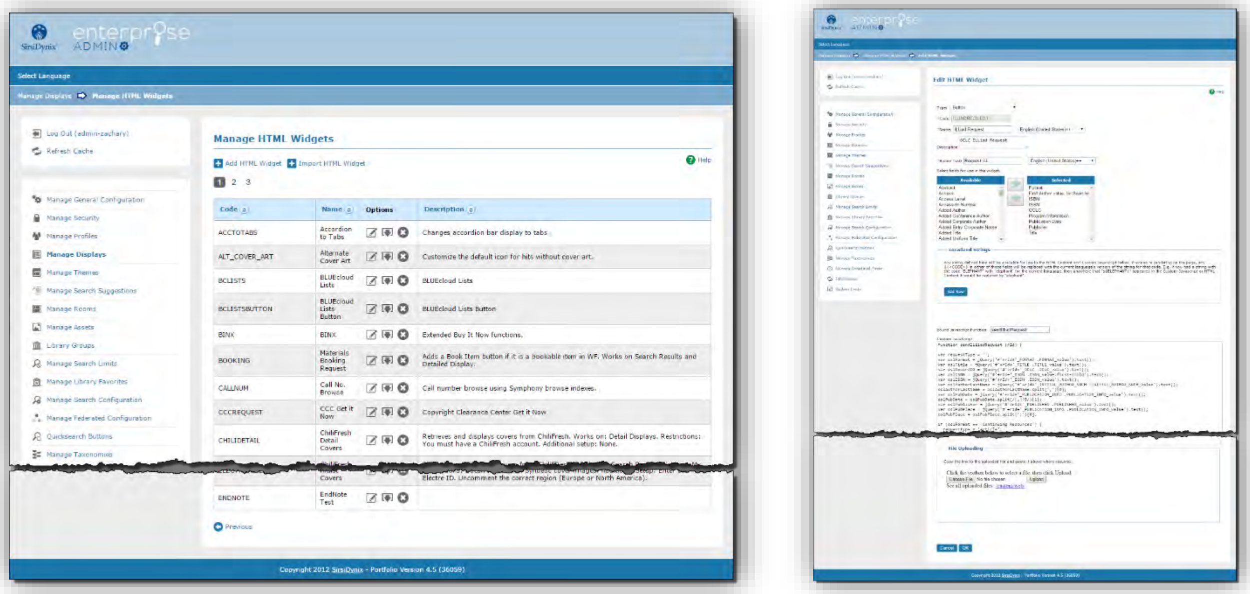
A heavily image-based results "browsing" interface presenting results in content "rivers" within Enterprise, reminiscent of streaming site apps (left).

A "Bento Box" search results page presenting multiple silos separately in order to enhance transparency about sources from which they have been obtained (right).



An image-driven kids catalog (left) and a researcher-focused academic library discovery environment integrating results (and even facets, tools, content, etc.) from multiple sources, targets, and systems.

Enterprise's content management system supports JavaScript and widgets, meaning that you can not only modify the interface, but actually add functionality to Enterprise. You can extend your system using widgets of your own design or widgets from other sources. Widgets can be created or customized by the library or simply plugged in by copying and pasting the appropriate code from external sources. You can connect to external systems in order to add additional capabilities, link services, and more.



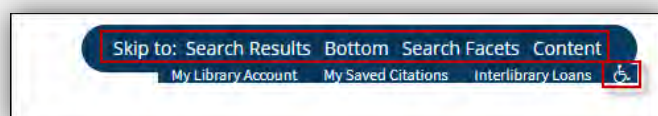
System administrators can add or manage widgets (left) and widgets can be uploaded in completed form or edited within the Enterprise administrative interface (right).

5.2.3 Ease of use	
a) The system should provide the ability to customize, add or suppress commands, help screens, menus, and documentation at the system level for default profiles.	Y
b) Describe available options for visually impaired users.	See details below.

Enterprise includes a variety of features designed specifically to enhance accessibility for users with a variety of disabilities, particularly visual disabilities.

Enterprise accommodates operating-system- and browser-native accessibility options, including modifications to text size, text-to-voice, contrast changes, magnification, and so forth.

Enterprise offers and accessibility mode (or “ADA mode”) which adds “skip to” buttons, simplifying navigation of the site for users with certain disabilities. Additionally, Enterprise profiles, user preferences, and so forth allow you (and your patrons) to create an experience and interface that is specially-suited to their unique needs (with potential changes to color schemes, font sizes, icon use versus labeled buttons, default language, page layout, and much more).

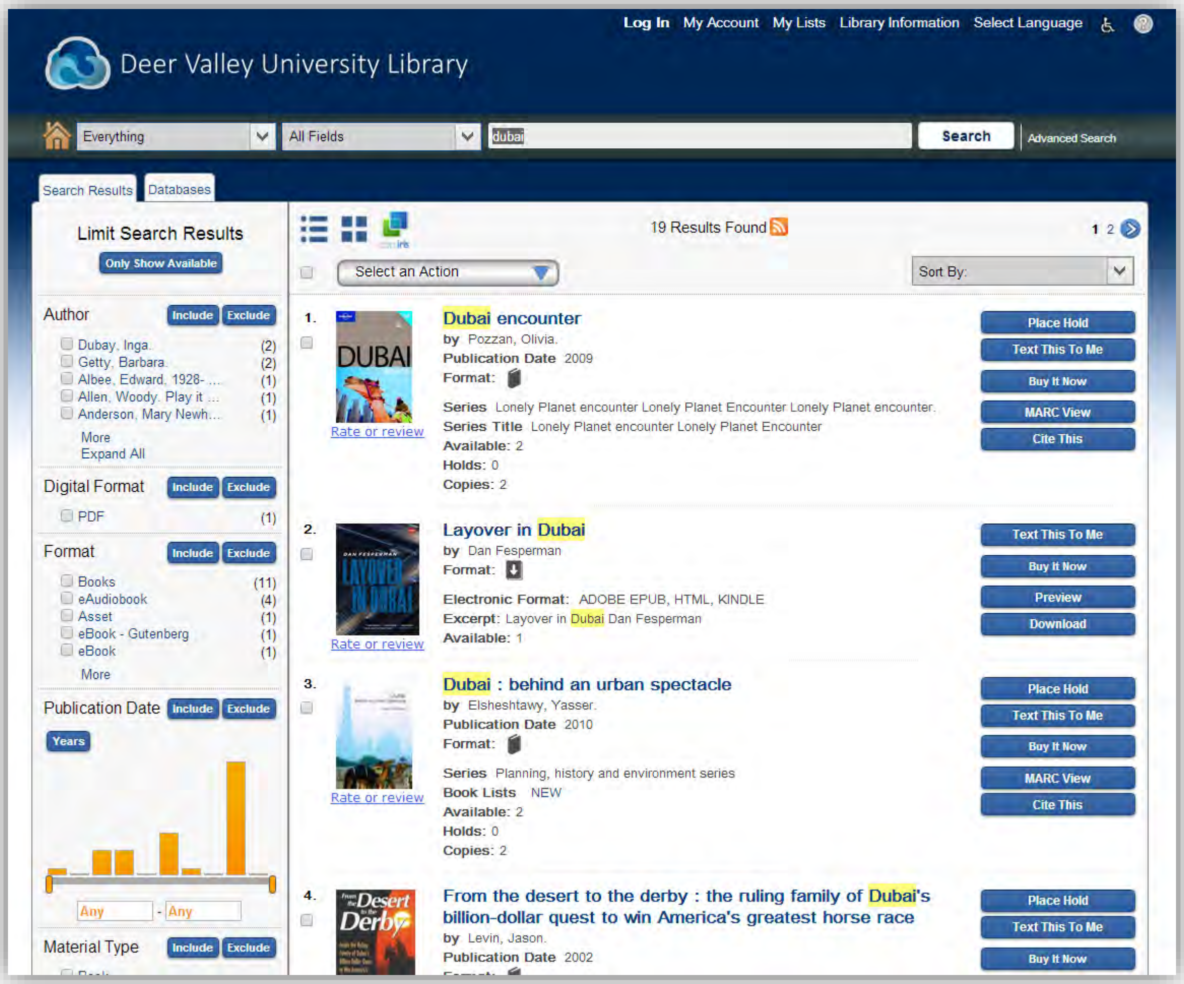


ADA/accessibility mode is easily-toggled using a persistent button at the top of the page.

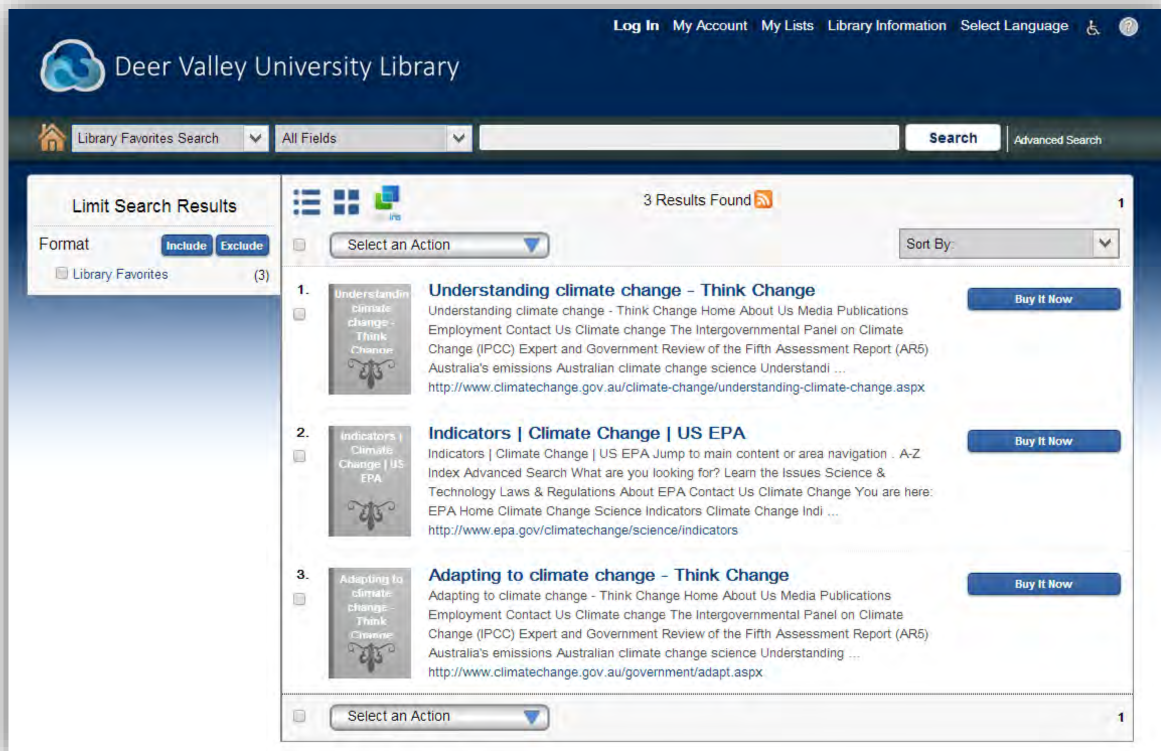
5.2.4 Search Capabilities	
a) Describe the general search capabilities of the OPAC.	See details below.

With Enterprise, staff and patrons will benefit from intuitive, Google-like search capabilities. Enterprise utilizes the powerful Lucene Solr™ search engine to allow for full—text indexing and fuzzy-logic searching of all of your library’s data. Enterprise harvests and indexes the following data:

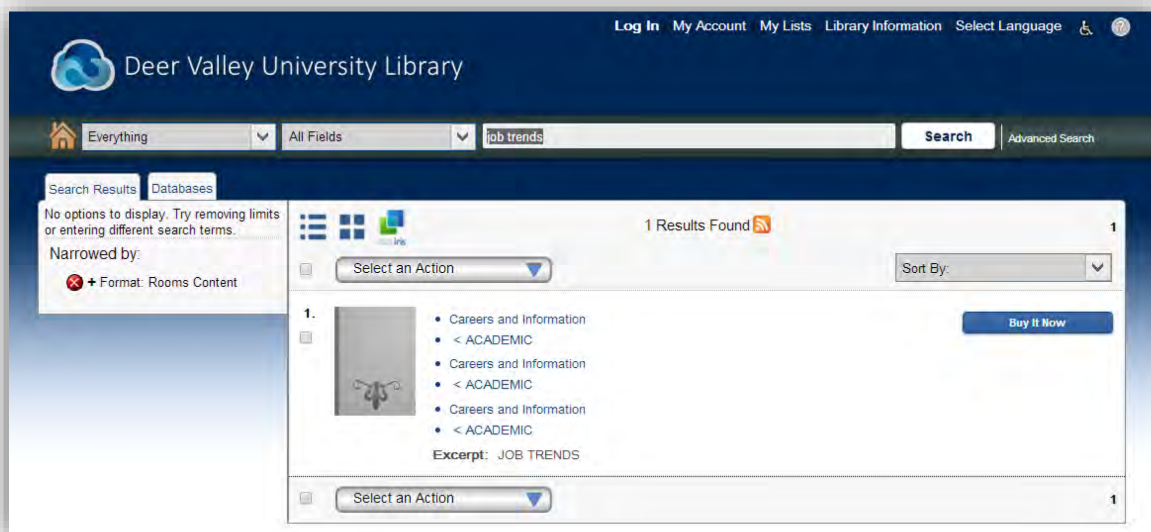
- Your ILS database, including all holdings data

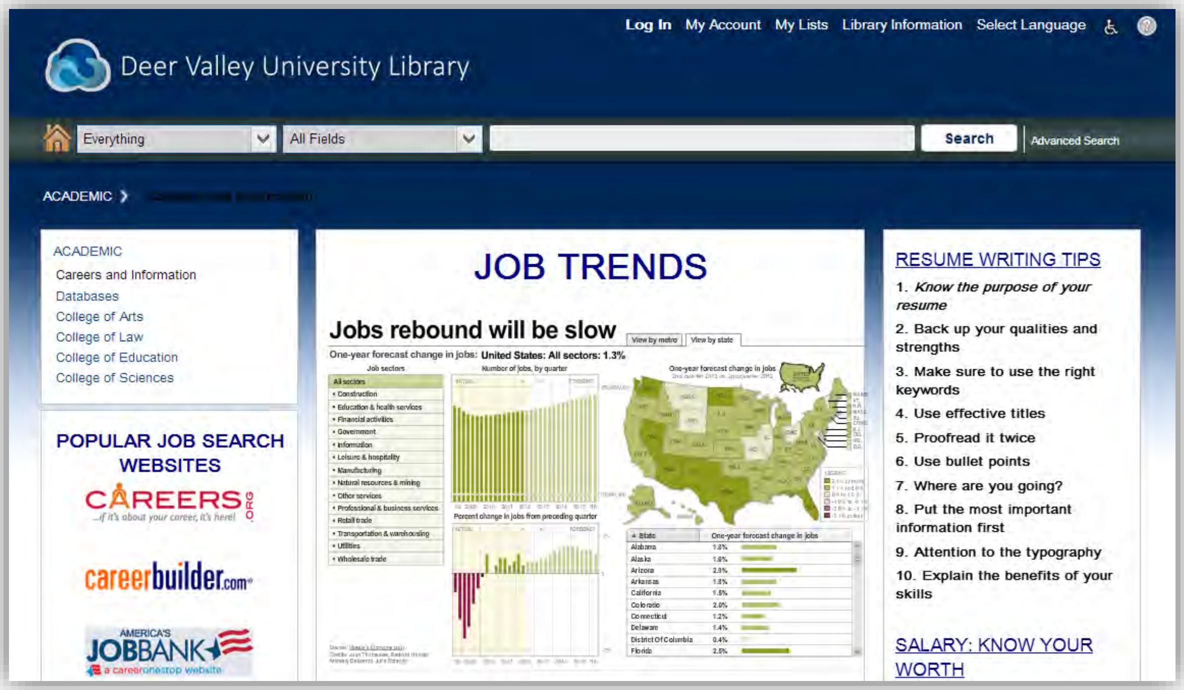


- Your favorite websites: on a schedule you determine, Enterprise's built-in web crawler will harvest website data, index it, and display automatic metadata records in the hit lists.

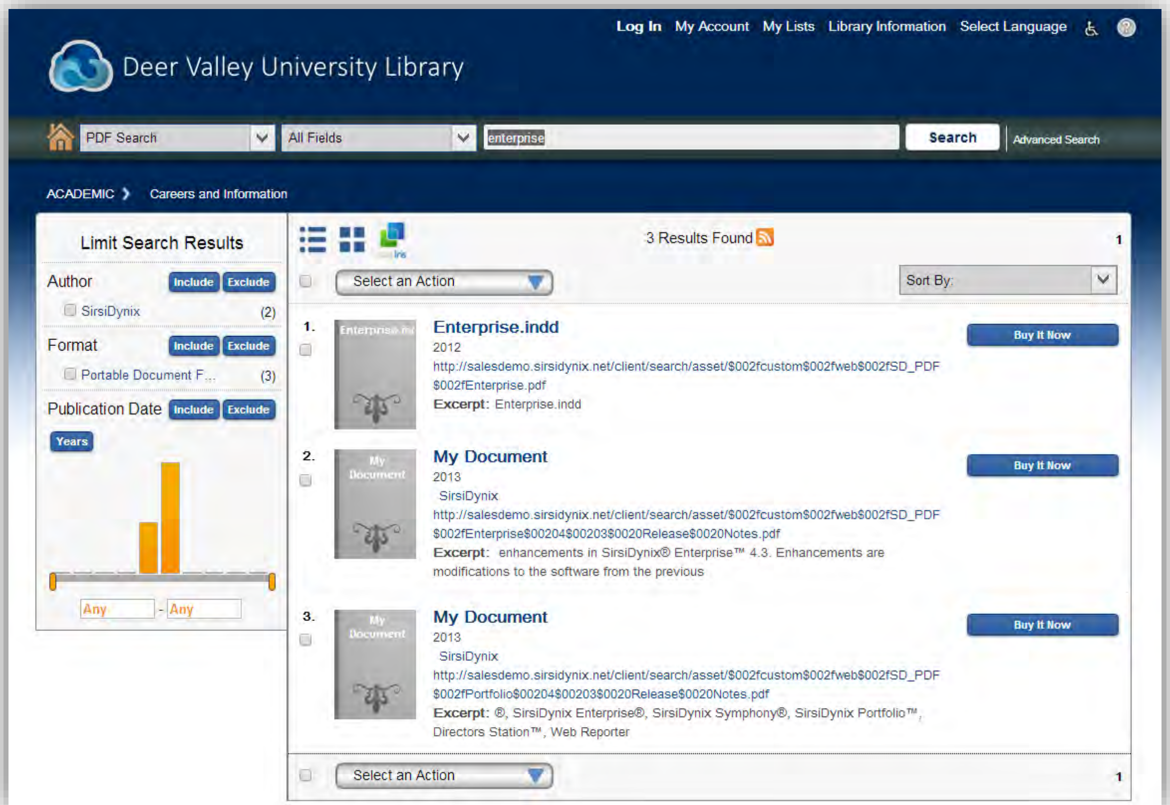


- “Rooms” web content: any custom pages or “rooms” you create using the built-in Enterprise CRM will be indexed and searchable. Even if you archive a page and no longer display it, you can still have it available for searching.

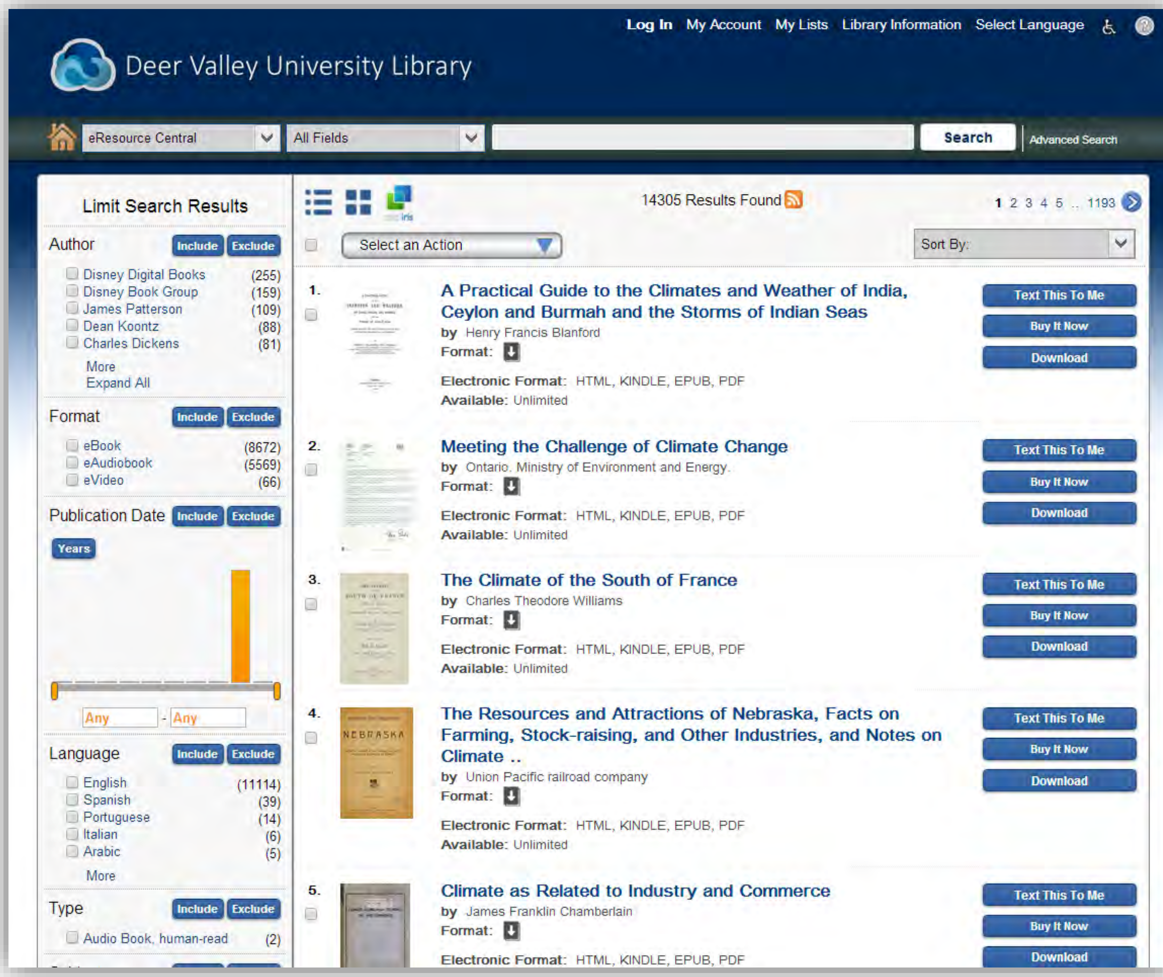




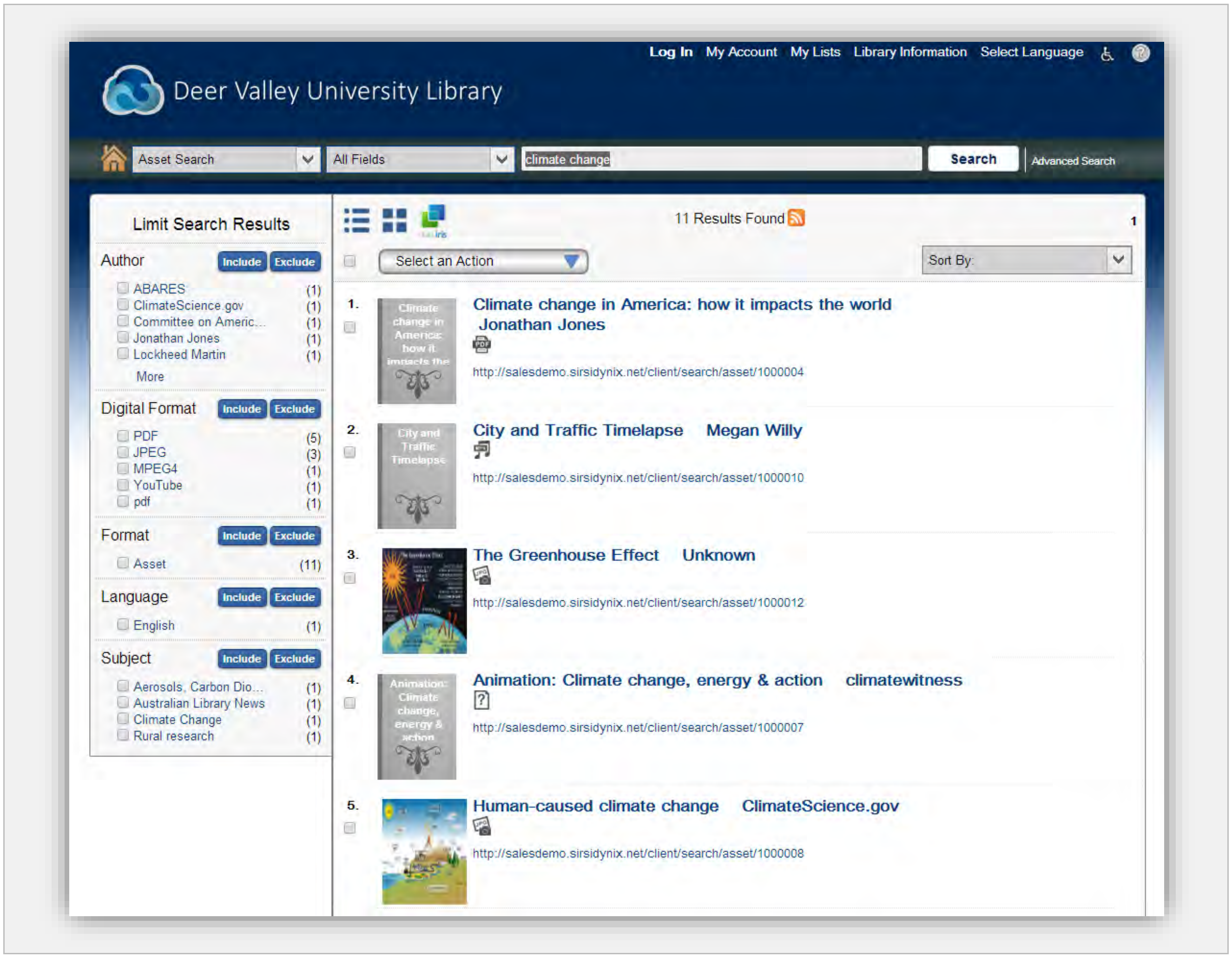
- Collections of PDF, Word, Excel or other files: Enterprise includes a powerful Discovery XML mapping tool that lets you define data sets for full-text indexing. Just load the documents, and Enterprise will use the built-in metadata to display in search results.

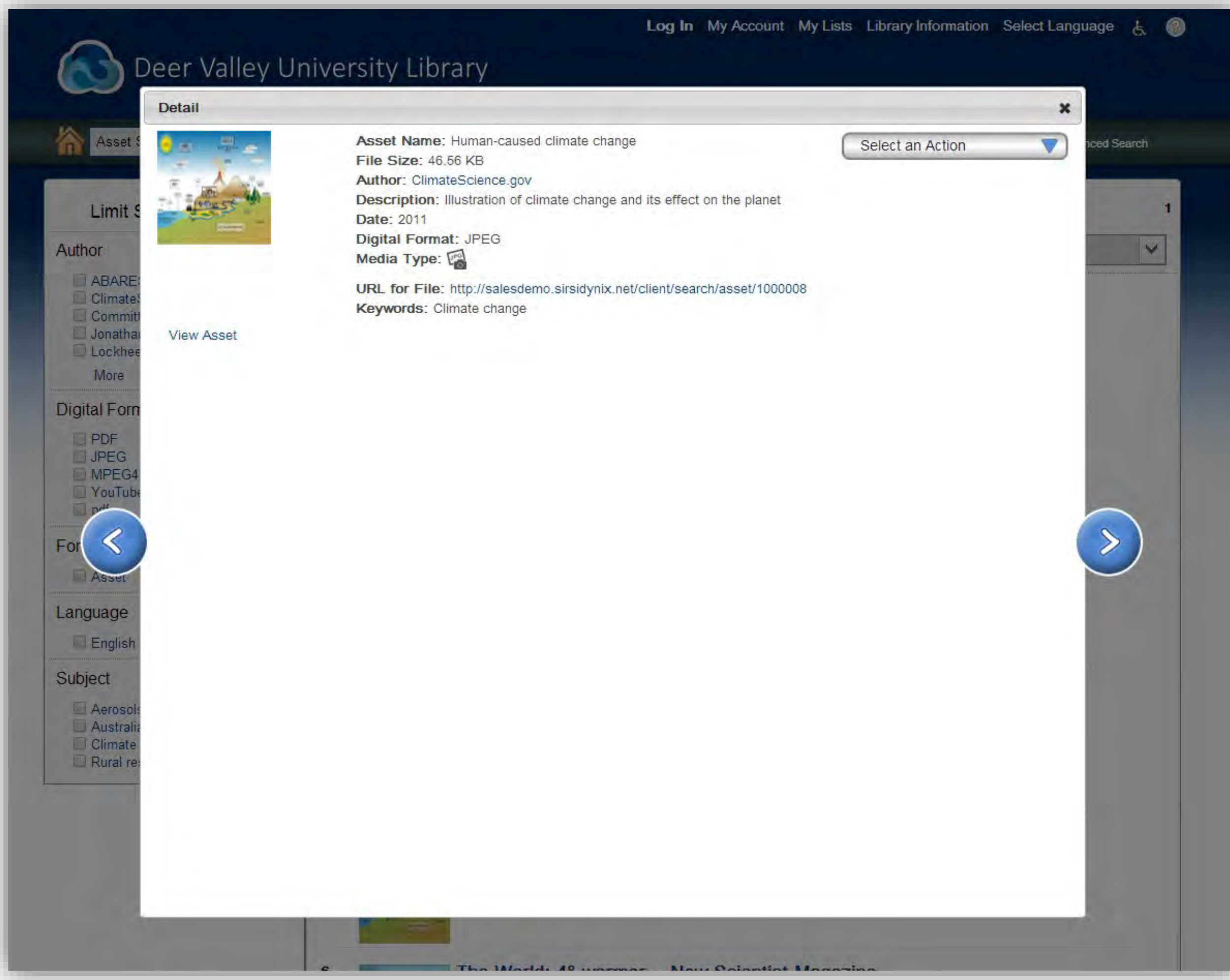


- eResource Central (eRC) content: if your Library subscribes to eRC, Enterprise will sync the eRC cloud collections along with your Enterprise content to provide a single, seamless interface for discovery of both your physical and electronic titles.

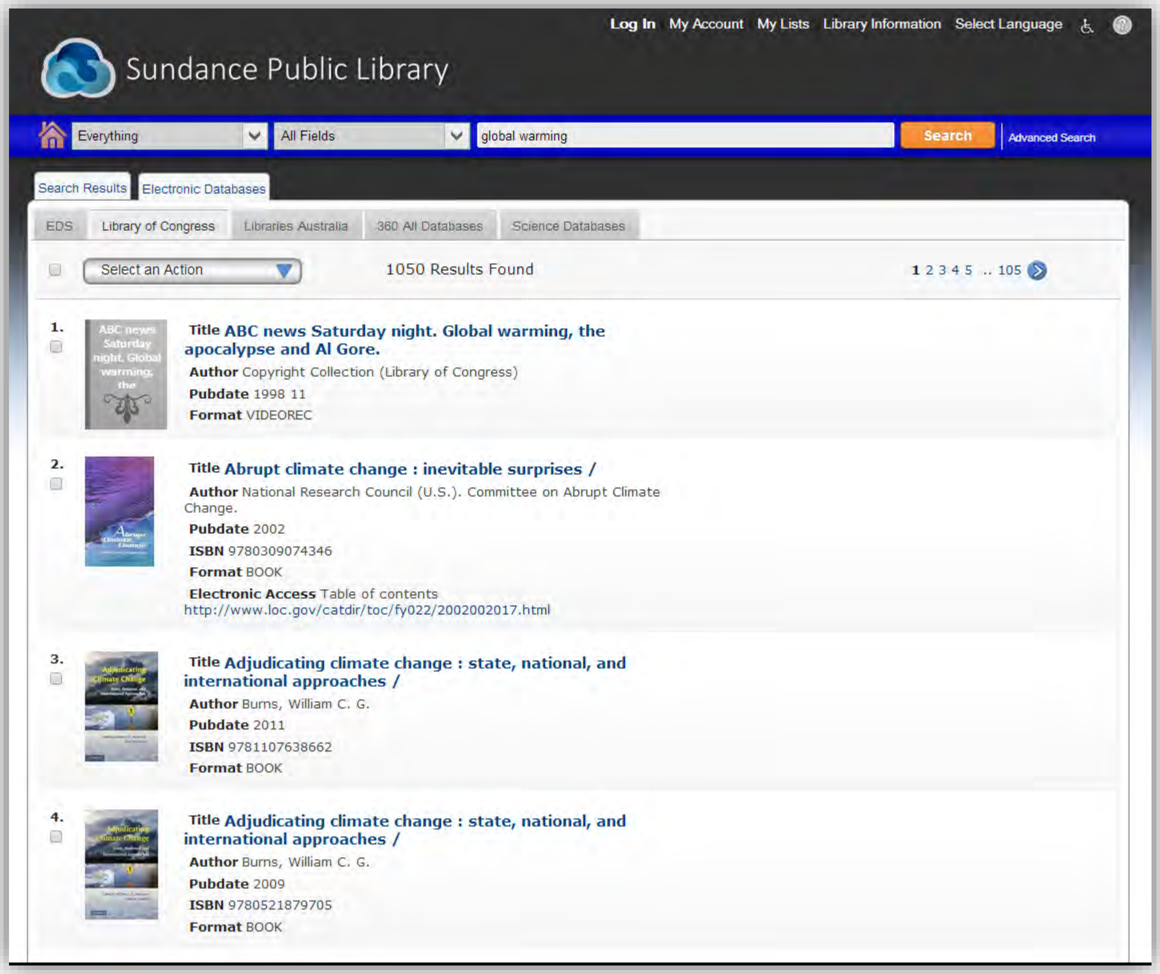


- Portfolio® Digital Assets: if you Library subscribes to Portfolio, you can load, catalog, or harvest (using OAI-PMH) your local digital collections such as images, documents, videos, audio—any local digital collections that you wish to make available. Portfolio includes powerful metadata cataloging tools (full support for Dublin Core), and even includes built-in OCR conversion of documents that are not already in full-text format.

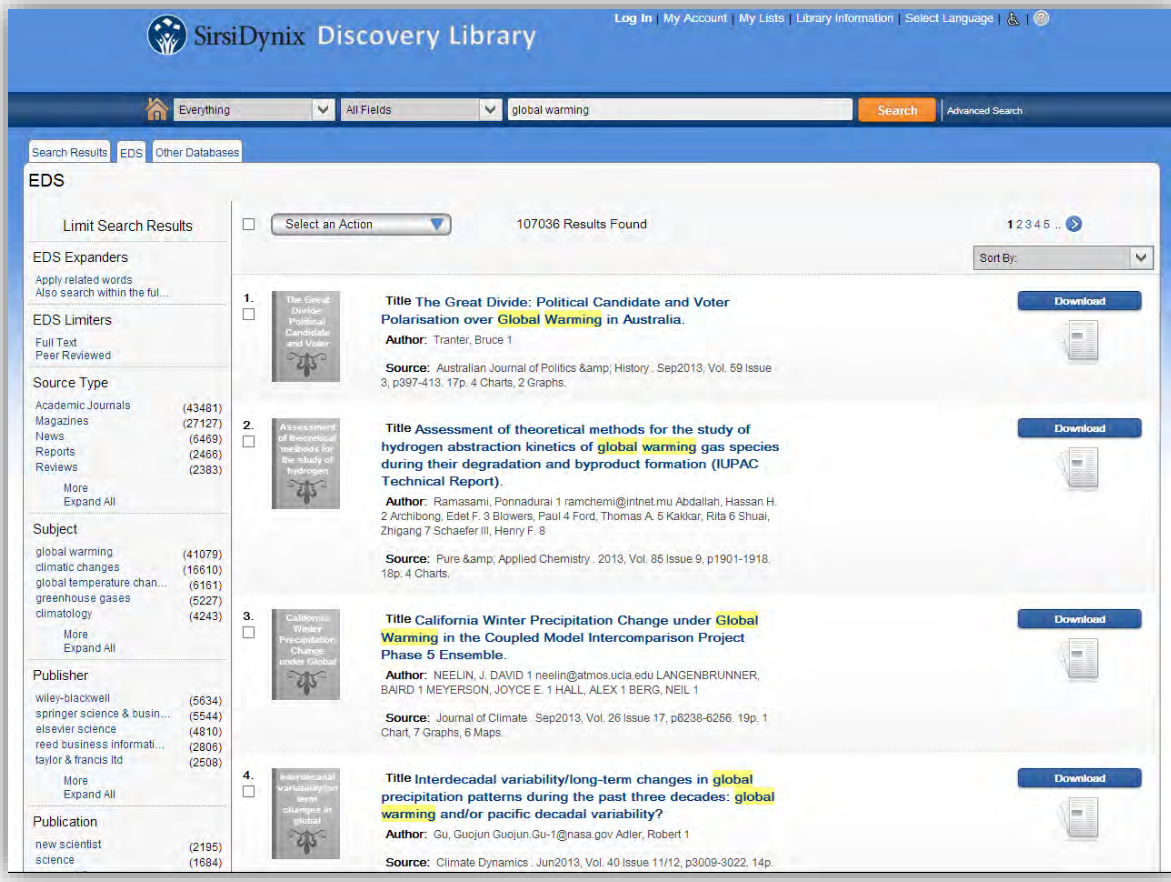

Log In My Account My Lists Library Information Select Language
Deer Valley University Library
Asset Search
All Fields
climate change
Search
Advanced Search
Limit Search Results
11 Results Found
Author Include Exclude
ABARES (1)
ClimateScience.gov (1)
Committee on Americ... (1)
Jonathan Jones (1)
Lockheed Martin (1)
More
Digital Format
PDF (5)
JPEG (3)
MPEG4 (1)
YouTube (1)
pdf (1)
Format
Asset (11)
Language
English (1)
Subject
Aerosols, Carbon Dio... (1)
Australian Library News (1)
Climate Change (1)
Rural research (1)
Select an Action
Sort By:
1. Climate change in America: how it impacts the world Jonathan Jones
http://salesdemo.sirsidynix.net/client/search/asset/1000004
2. City and Traffic Timelapse Megan Willy
http://salesdemo.sirsidynix.net/client/search/asset/1000010
3. The Greenhouse Effect Unknown
http://salesdemo.sirsidynix.net/client/search/asset/1000012
4. Animation: Climate change, energy & action climatewitness
http://salesdemo.sirsidynix.net/client/search/asset/1000007
5. Human-caused climate change ClimateScience.gov
http://salesdemo.sirsidynix.net/client/search/asset/1000008



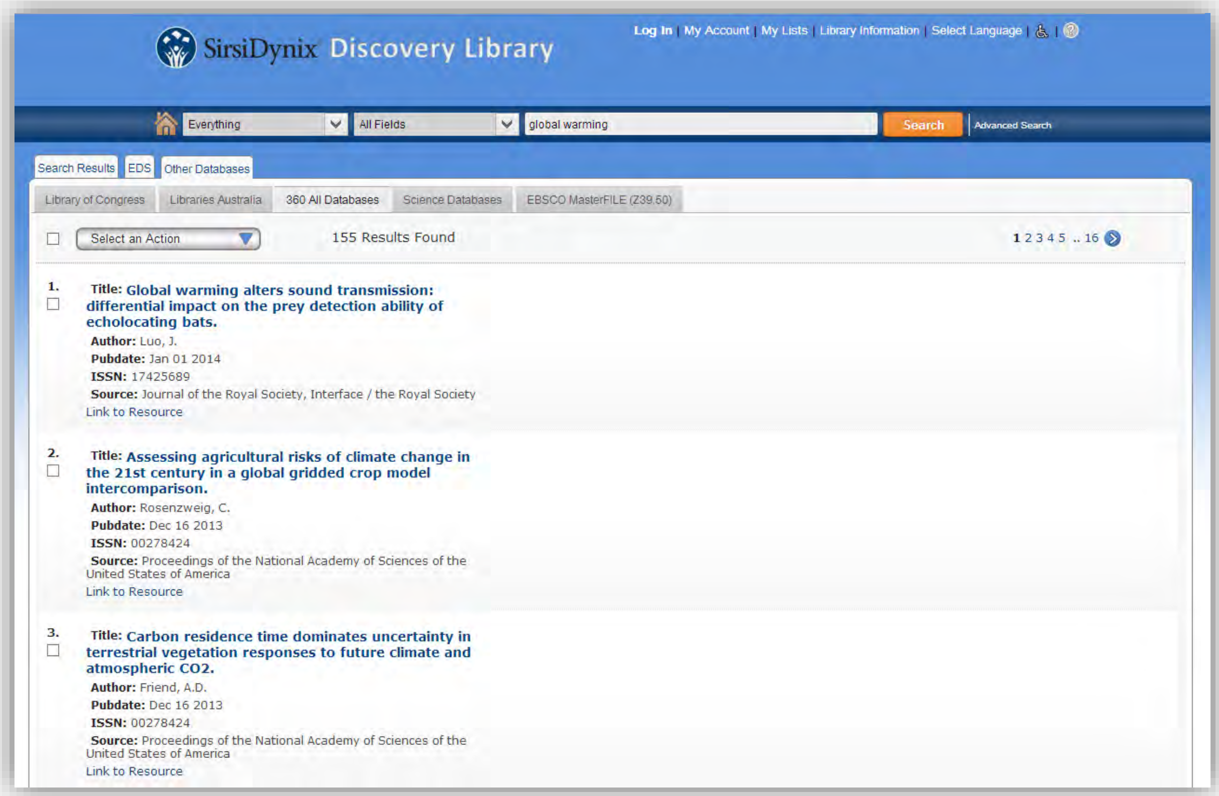
- Federated Searching: Enterprise offers the ability to search multiple databases outside of your library simultaneously—employing AJAX to retrieve the results in the background without slowing you down. Enterprise supports the following Federated Search Targets:
  - Z39.50: setup any number of Z39.50 targets and retrieve the results in a single- or multi-tabbed view



- EBSCO Discovery Service (EDS): if you have an EDS subscription, Enterprise will seamlessly search your EDS index (offering the world's largest knowledge base, which can include not only EBSCO databases, but data from Gale, ProQuest, and thousands of other resources) with full EDS capability, including full-text fuzzy-logic searching, post-search sorting, limiters, expanders, custom links, retrieval of full text, etc. Enterprise connects with EDS using the EDS API, offering you the same discovery experience as if you were using the native EDS interface.

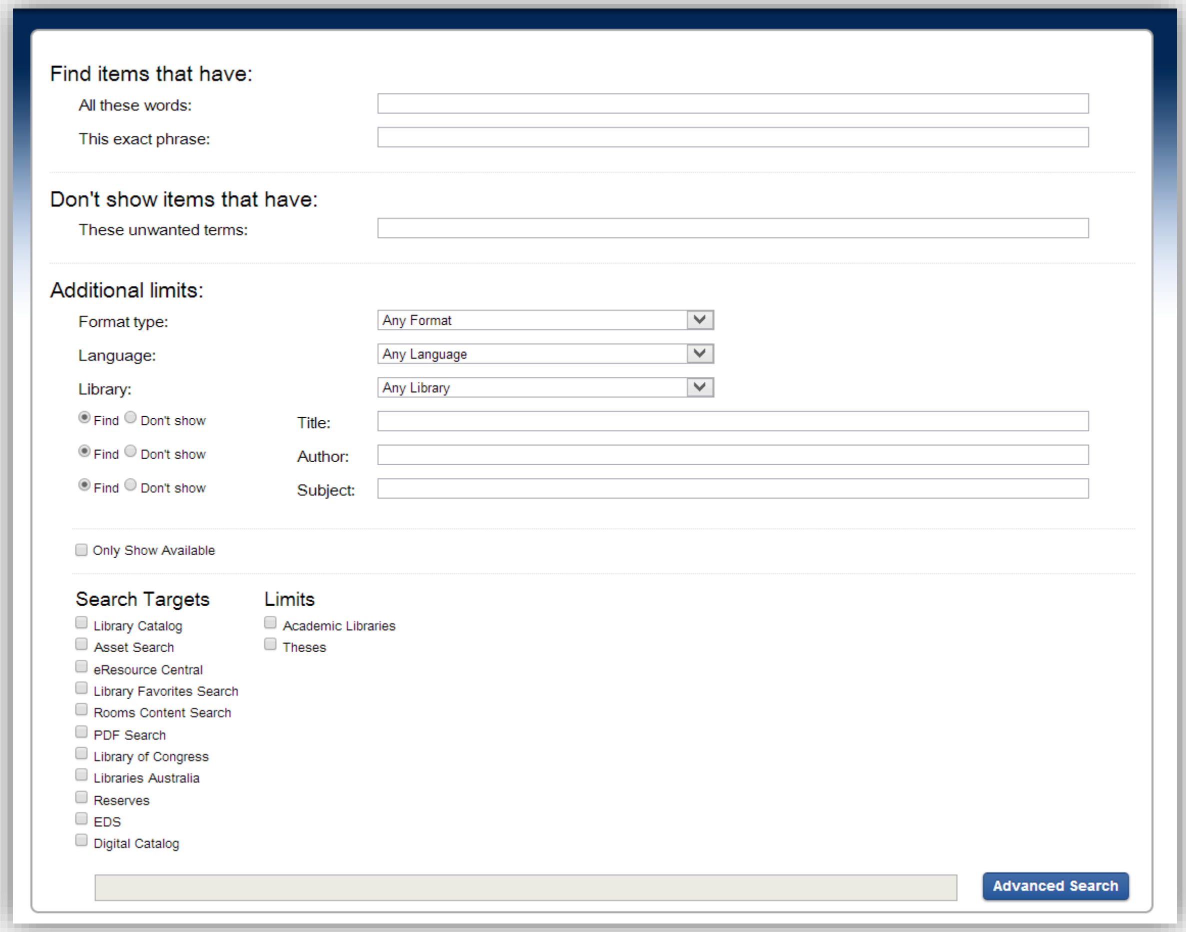


- o Serials Solutions 360 Search: If you subscribe to 360 Search, Enterprise will use the 360 Search API to conduct a federated search of 360 Search targets.

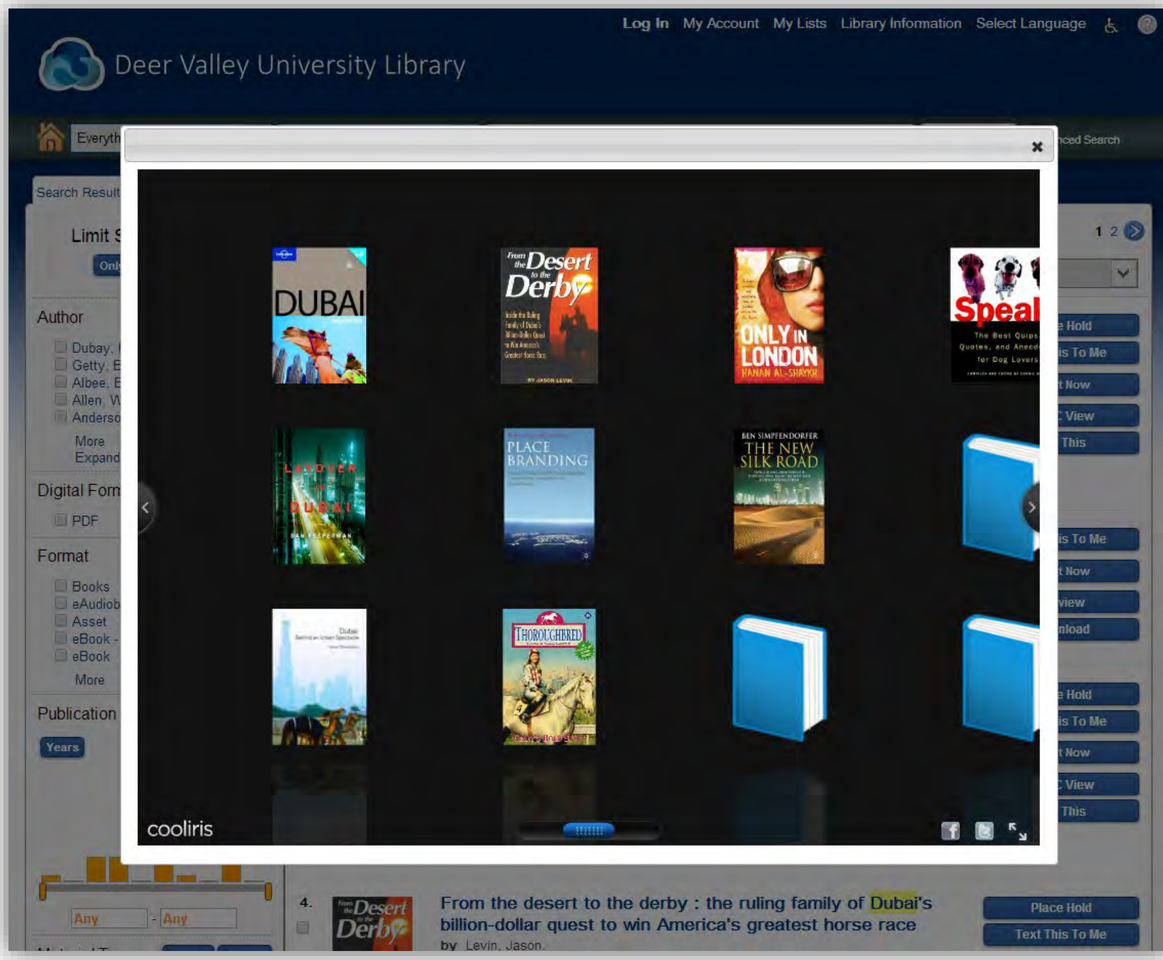


In addition to the powerful Everything search capability, Enterprise includes the following features to make navigation of the search results the best in the industry:

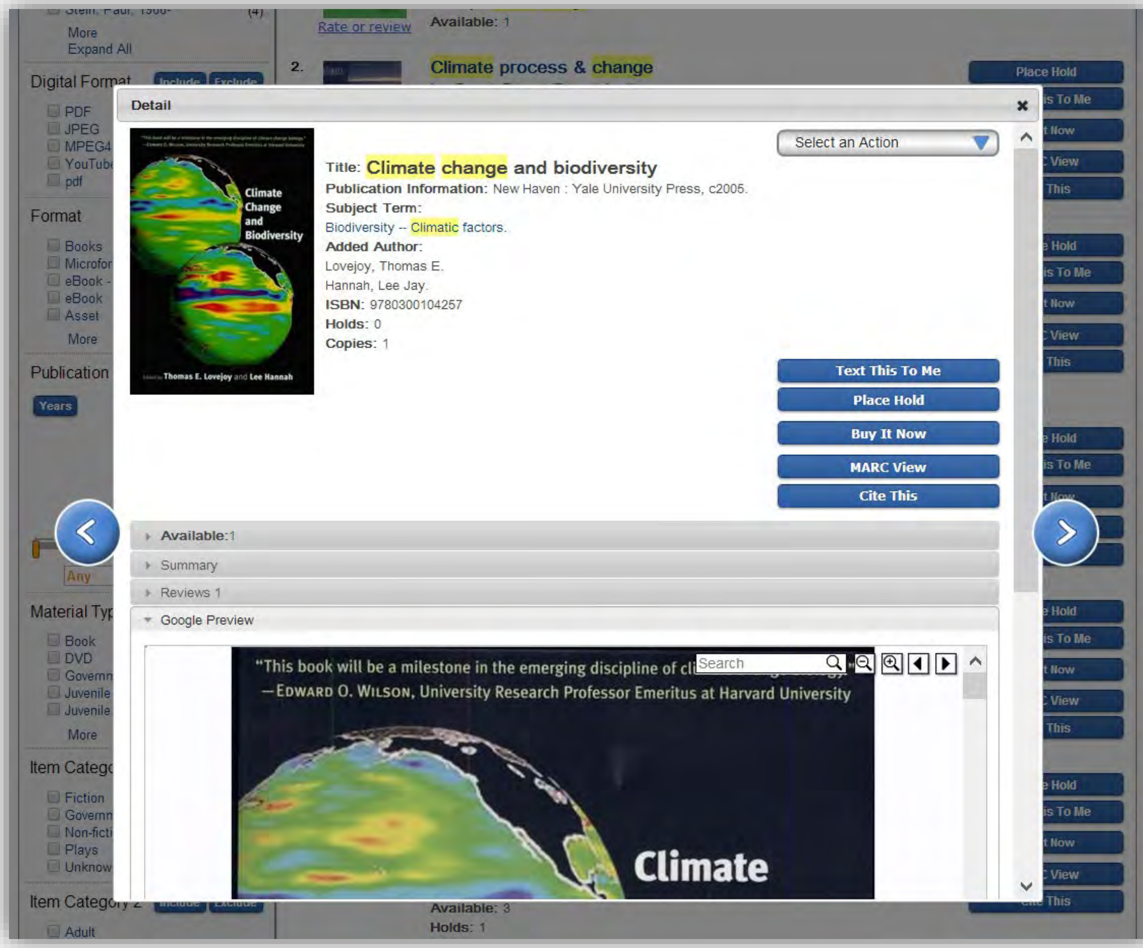
- “Did You Mean?” to help guide you to the correct spellings
- Auto-suggest, which allows authorize staff to “blacklist” terms such as misspellings or inappropriate language
- RSS feeds
- Post-search sorting
- Heading browse
- Advanced search forms



- Zero search: just pick a target and click search—no search terms required
- Navigation by facets such as Author, Format, Pub date—you can include facets for *any field* in your data
- Limit by available items only
- List or thumbnail results views



- Create HTML/Javascript widgets to integrate with any third-party application such as Facebook, Twitter, Reddit, Digg, Google Books, etc.



- Tweak your relevance search sorting defaults to give more weight to certain fields. While the Enterprise default is tailored to deliver optimal relevance sorting for standard bibliographics metadata, certain library data sets may require emphasis on non-standard fields. Enterprise offers administrators simple tools to refine your relevance algorithms to let you fine-tune the results to meet your library's needs.

b) Describe how results are returned to a user.	See details above.
c) Describe types of relevancy ranking available through the OPAC.	See details below.

With Enterprise, search results display in order of relevance, with the hits that most closely match your search term listed at the top. Relevancy, however, is determined by several factors: 1) fuzzy search factor, 2) relevant library-definable field boosts, 3) search term in title field, and 4) how closely the search term is aligned with the content in the search fields.

The **fuzzy search factor** indicates how ambiguous the search result is compared to the search term, and it is based on a rating scale between 0.5 and 1.0; the closer the search result is to the score 1.0, the less ambiguous the search result is. The administrator sets the fuzzy search factor minimum level when configuring the search profile.

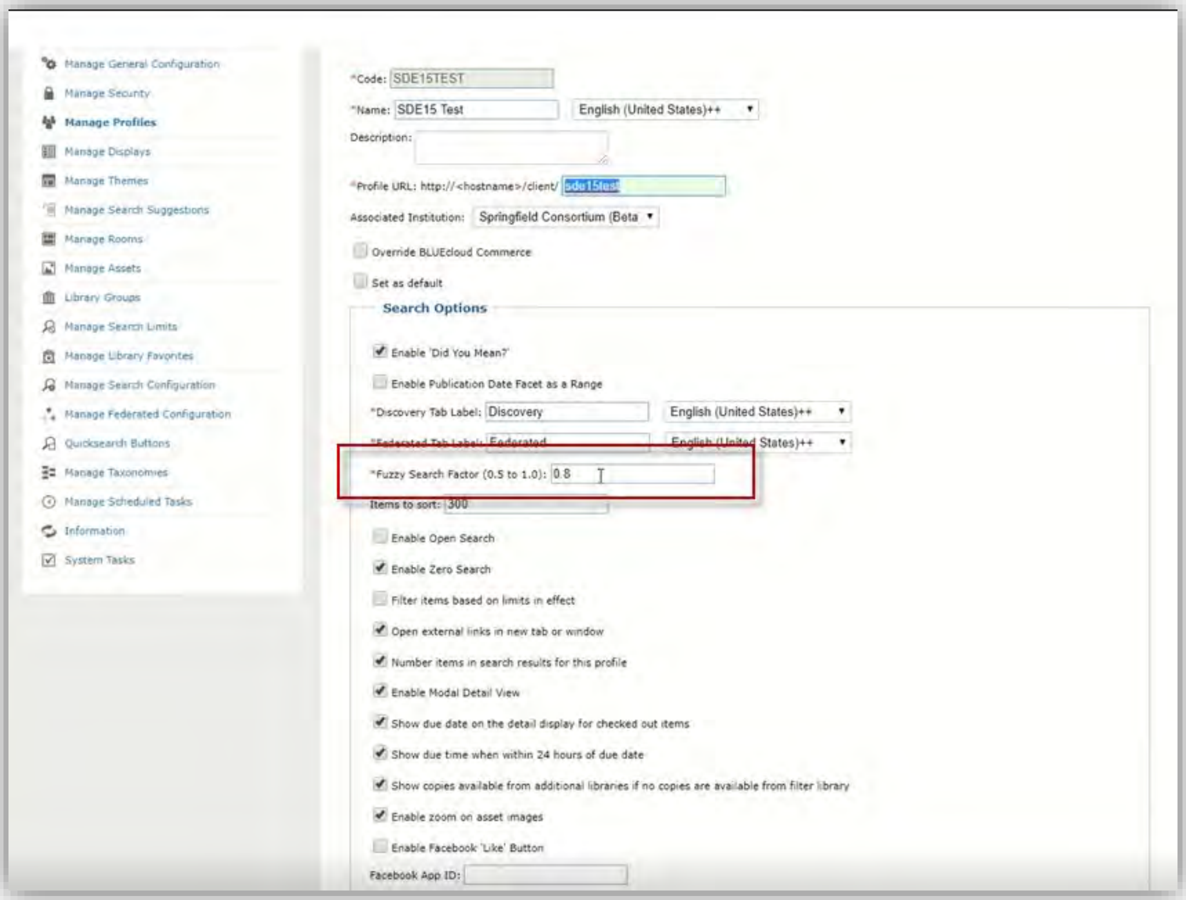
Enterprise search is based on the Apache Lucene search engine. The fuzzy factor of the relevance score controls how 'forgiving' the engine is to spelling. Fuzziness is the 'closeness' requirement between two words – the search term and a term in the index. This is based on an algorithm which creates ratio of the number of characters that have to be changed in order to turn a search term into an indexed term, divided by the number of characters in the search term. In other words, the fuzzy search factor is the percentage of characters that have to remain unchanged (.5=50%; .7=70% etc.) to be included in the search results. For example, to turn "bee" into "ben", two third of the term remains unchanged, meaning that the fuzziness factor is .666.

By default, Enterprise will only display search results with a relevancy ranking of .7 (70%) or higher. The system administrator can adjust this minimum score to be anywhere between .5 (50%) and 1.0 (100%). If a value of 1.0 is assigned, no fuzzy searching will take place and only exact matches will be returned in search results.

Field boosts provide the library system administrator with a way to control how search results are ranked within the hit list. In other words, the administrator can add an extra boost to a given title so that the title appears closer to the top of the hit list than when the field boost is not available. For example, if the administrator sets up a field boost for an author of the bib record's main author field, and the search term includes the name of an author found in the bib record's main author field of a bib record, that particular record receives a boost and displays closer to the top of the list than other records without a field boost.

Titles that include the search term as part of the title are considered to be more relevant than titles that have the search term as part of another field in the bib record, including author. Therefore, these more relevant titles naturally display closer to the top of the hit list than do titles that have the search term in other fields.

Furthermore, the relationship between the search term and content in the search fields also determines how closely to the top the title is. For example, if you're looking for the title "Soccer techniques in pictures" the search term "soccer techniques" is more relevant than the search term "soccer" because the former search term is more closely related to the actual title than the latter search term.



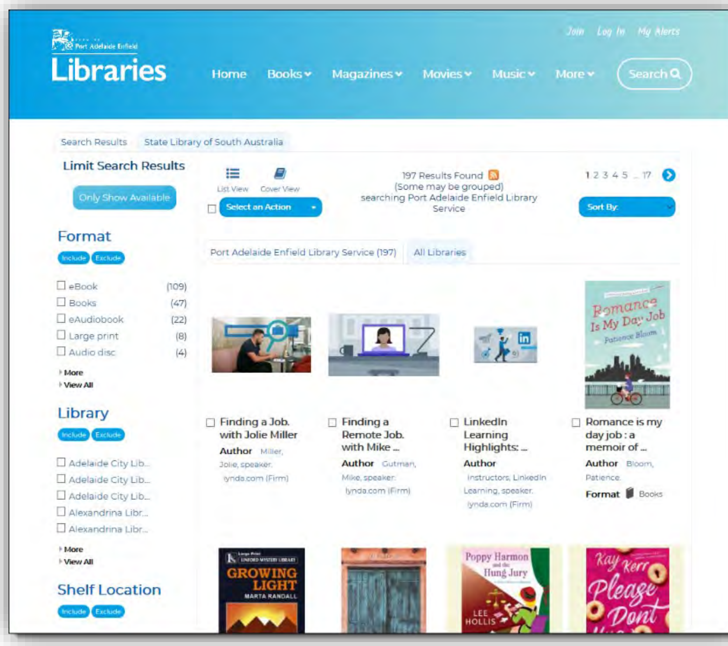
d) How are different formats of the same title treated?	See details below.

Enterprise offers facets for author, format, material type, location, subject, language, electronic format, eReader, publication date, and so forth. But your library can create a facet for any metadata field from any harvested record (and the facet will only show when applicable to at least one record captured in the search results).

SirsiDynix offers several FRBR- inspired features intended to improve search and access for end users. SirsiDynix Enterprise offers a FRBR-like view of data by allowing searchers to easily filter search results by material or even item type. This allows the searcher to move quickly and intuitively from a large result set to focus on just those titles that will be useful based on the user's actual context. We hope to take advantage of the FRBR standard in future versions of Enterprise, but even prior to formal approval of the standard we are exploring additional options that will present a consolidated view of titles across editions or formats.

For libraries wishing to deliver patrons a discovery experience that collapses multiple instances of a single work, SirsiDynix offers a customization, included with this proposal, that returns de-duplicated search results in the fashion recommended by the FRBR model. Based on authorized title and authorized author name indexes, Enterprise identifies items that are themselves expressions and/or manifestations of the same work (or even related works, if such combinations are preferable) and presents them together in "clusters."

In this configuration, Enterprise exchanges its default behavior of presenting each title represented by a MARC record as a distinct search result for a hitlist that combines multiple MARC records describing the same work.



FRBR-style grouping of resources across multiple formats.

One of the benefits of Enterprise' current approach to providing context is that the various filters—material type, item type, subject, author, etc., are completely based on data in the titles retrieved by the search. This means that the search results specifically match the search strings and there is no error as can be caused by consolidation based on a matching algorithm.

e) What status and location information is available and how may it be displayed?	Both status and location are available, readily displayed on the search screen and can be used as

	facets to limit and filter the search.
f) What methods are available to limit or expand searches?	See details below.

Enterprise offers powerful facet-based search limiting, empowering users to expertly scope and specify their searches, even without the kind of expert searching skills that most librarians possess but most patrons do not.

This screenshot calls out some important features of Enterprise facets, including:
(1) Facets are immediately visible without the need to expand them individually. Only facets that apply to the results are included.
(2) The number of records to which the facet applies is displayed in parentheses next to it.
(3) You can select more than one facet
(4) You can choose to include OR exclude records from your results.
(5) For ebooks, you can limit results to those available on your eReader of choice.
(6) You can limit by a variety of facets, including author, publication date, and more.

With Enterprise facets, even the most basic search can easily (and incrementally) narrow to results that – in previous generations of library OPACS – would have required prohibitively-complex advanced searches (and likely several attempts to select the proper set of search criteria). A user can begin a search rather generally (perhaps to get a sense of the scope of the library's resources in a particular area, such as 52 Results Found above) and then gradually hone in on those items that more closely match her desired results. This method of searching potentially eliminates the need to scroll through many pages of (frequently irrelevant) search results to find the best resources. It also diminishes the possibility of a user missing out on valuable resources due to an excessively-limited advanced search.

Enterprise employs faceted search technologies in an intuitive interface. Facets occupy the left-hand column of a user's screen, informing her of criteria by which she could choose to further specify her search and limit her results. Because only facets that apply to items in the search display, there is no risk of over-specifying a search by selecting to include a single criterion facet.

Included among available search-limiting facets are the following:

- author
- format
- electronic format
- eReader
- publication date
- material type
- item category 1
- item category 2
- library (for multiple library environments and consortia)
- subject
- language
- **and more!** Your library can create a facet based on any metadata field from harvested records.

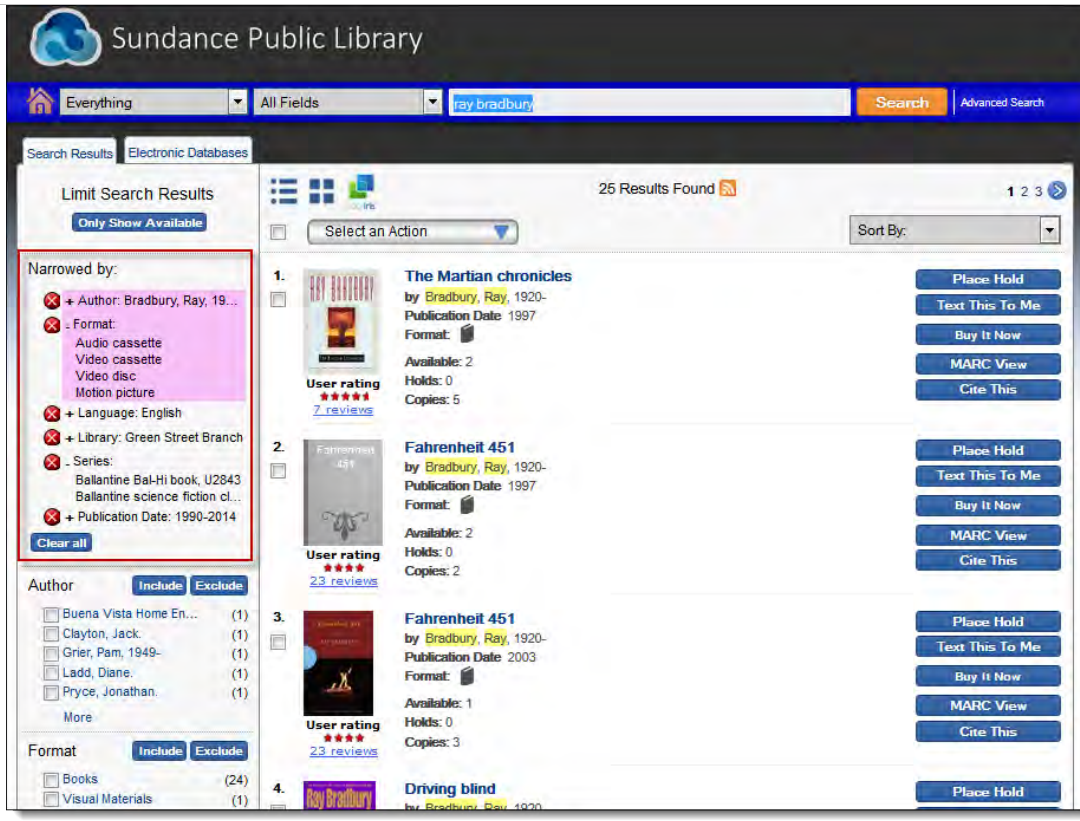
The facet categories run along the left side of the screen in the order your library desires. Under each category, the top several filters appear, along with the number of records to which it applies. You can then select "more" to view more possible filters. (If clicking "more" would not expose all possible filters, clicking "Expand All" will display all possible search limits.)

Facets allow you to intuitively specify your search. Selecting "more" or "expand all" displays additional limits that can be applied in each category.

Once you have selected one or more facets within a category, you can choose to limit your results to those selections (by clicking "include") or eliminate those selections from your results (by clicking "exclude"). In essence, this delivers the search power of Boolean logic to all users regardless of their familiarity with Boolean operators and search strategies.

Once a facet has been applied, the filtered results display. You can continue to refine your results in this way, applying as many facet-based filters as you desire. Because only those facets that apply to at least one record in the hitlist display, there is no risk of specifying to the point of zero results when selecting to include records based on a single facet.

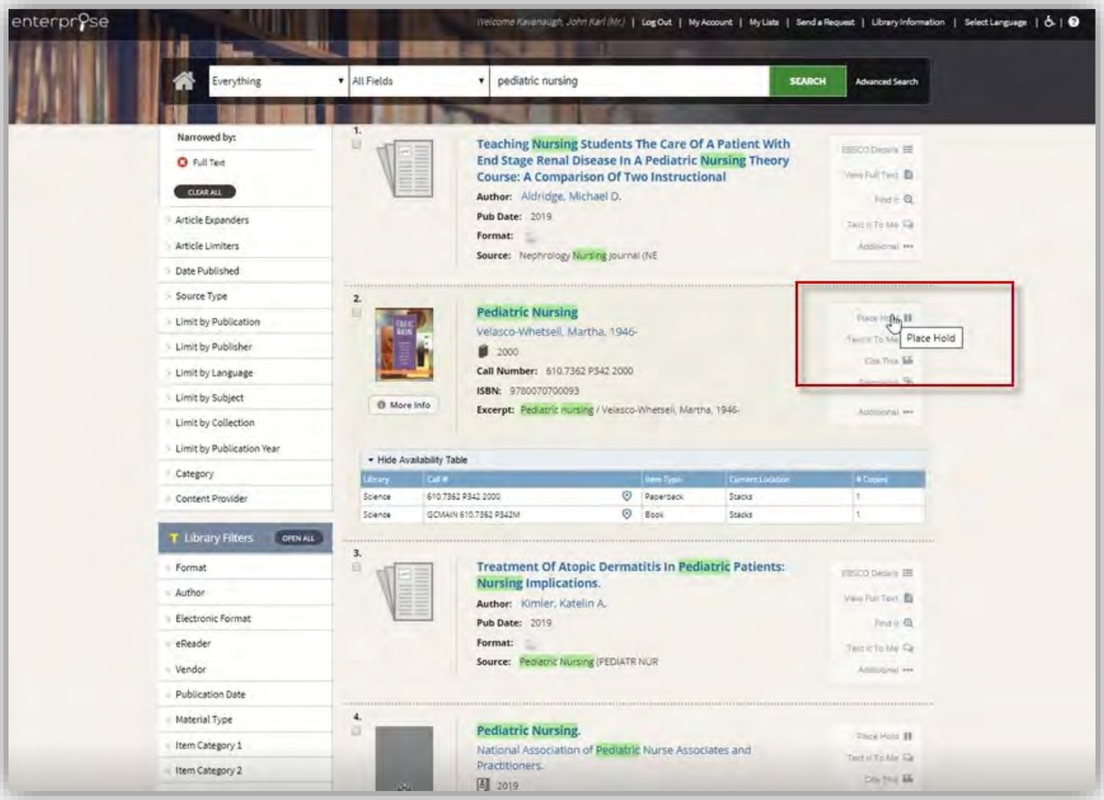
On any filtered results page, a list of all applied search limits displays. Any previously-applied filter can be removed by clicking an "X" to the side of it. All applied filters can be removed by clicking "Clear all."



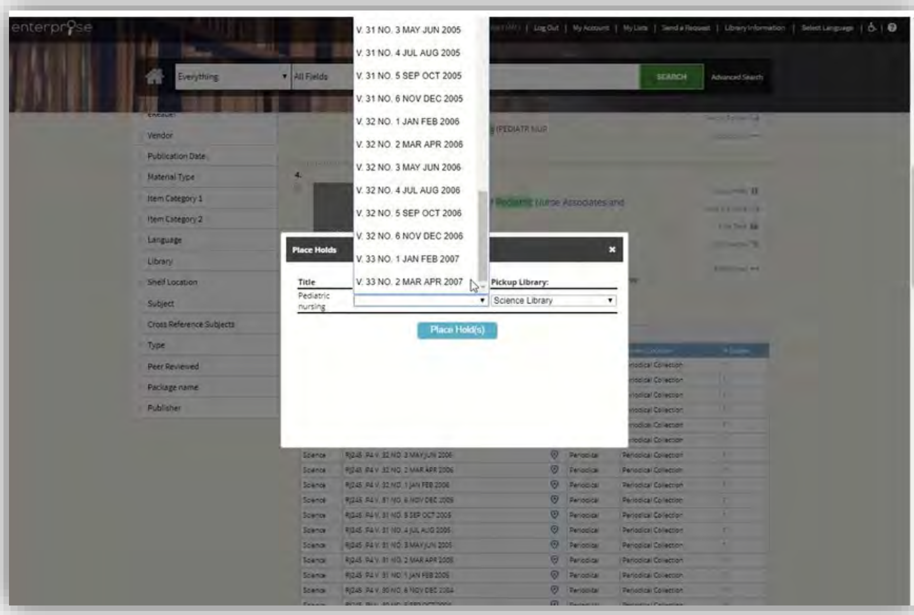
Enterprise clearly displays any limits – inclusions (+) and exclusions (-) – that have already been applied to a search. You can select to add more or remove any previously-applied limit at any time.

g) What methods are available to limit or expand results?	See details above.
h) How does the system deal with a no result query?	Enterprise includes a 'Did You Mean' feature that provides suggestions for no results queries. Search suggestions contain search words and phrases that have been used at least three times in the last 10 days.
i) Are alternate suggestions provided?	Y
j) Does the OPAC suggest alternate spellings or use some other method of spell checking search queries?	Y
k) Describe how patrons place holds in the OPAC.	See details below.

Users can easily place holds on items directly from search results:



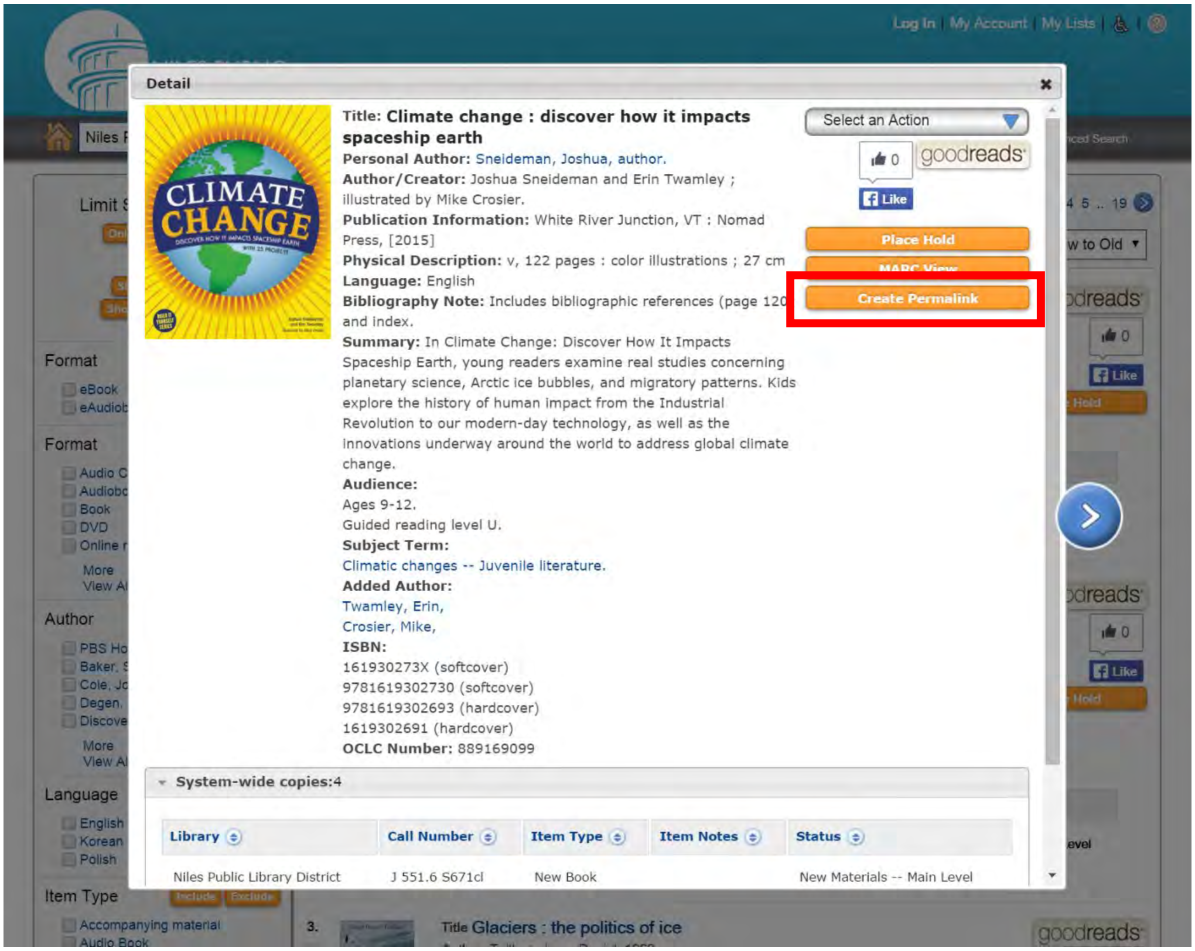
Enterprise also supports part/issue specific holds:



l)	How are RSS feeds utilized by the OPAC?	See details below.

All Enterprise pages operate on series of hyperlinks so that copying and saving or sending the link can be a means of simply marking your place or sharing your search results. Enterprise search results can also be converted into RSS feeds for sharing or subscribing to receive updates when new titles of interest are made available. Even facet-based limits are retained by permalinks.

For sites that use the optional "modal" display, a widget is available for permalinking a particular item (otherwise, the permalink retrieves the hit list). Below is an example:



m) What forms of collaboration tools are utilized by the OPAC? — See details below.

SirsiDynix has a long tradition of using 3rd party products in our solutions. SirsiDynix ensures that industry standards, including SIP2 and NCIP, and our optional APIs and portal solutions allow for the integration of any desired solution.

n) Describe the process by which a patron submitted review is added to a record. — See details below.

SirsiDynix has also developed a JavaScript file for Enterprise to support a number of other third party content and review providers including ChiliFresh, Library Thing for Libraries (LTFL), Good Reads, Google Books, Digg, Del.icio.us and more.

o) What other ways may users collaborate and share information with the library and other users? — See details below.

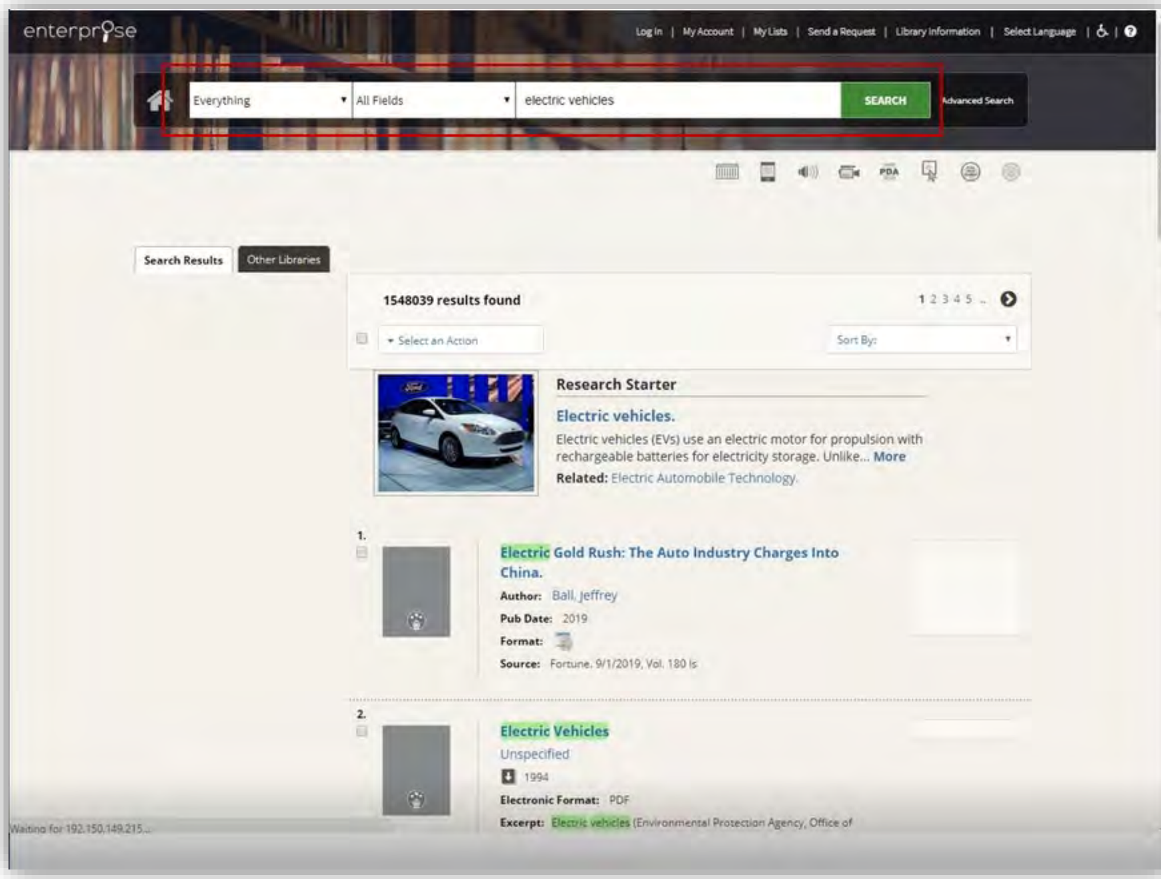
Enterprise includes social media widgets that can be used for patrons to share library content, records, and searches on various social networks. This includes the ability to share items on Twitter and Facebook, like items on Facebook, post reviews of library content to social network sites, and more.

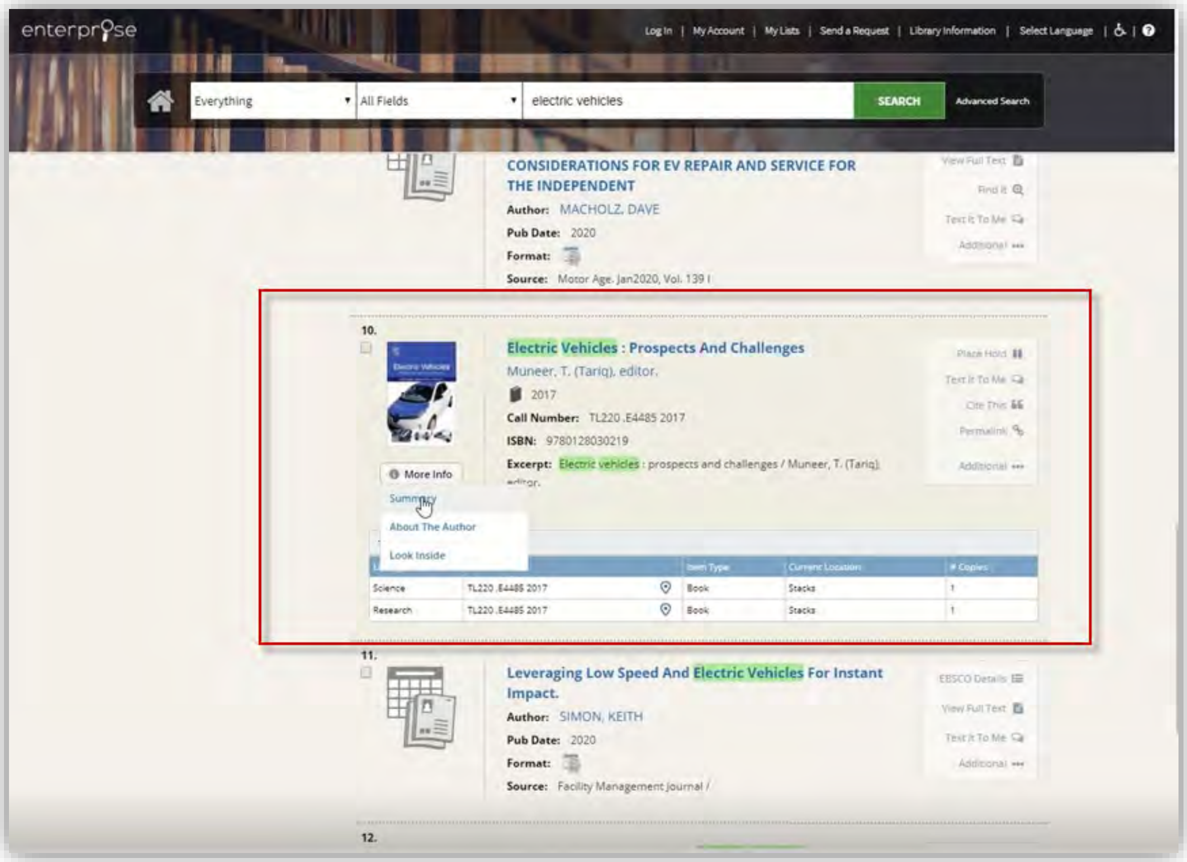
p) What search options are available for different levels of patrons' computer experience?	See details below.

Enterprise provides a great deal of flexibility with searching, limiting, etc. A description of its search capabilities, along with screen shots, is provided below.

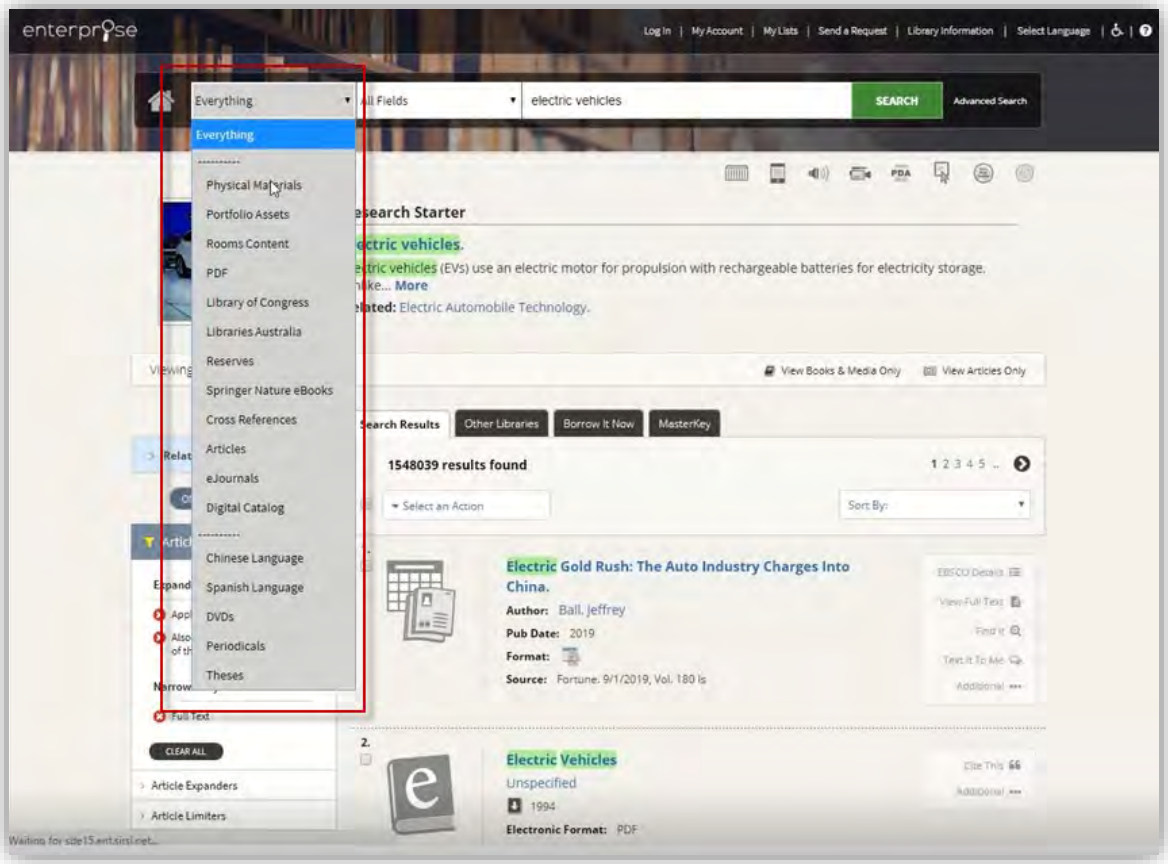
Searching – Simple

- Search can default to specific targets or all targets (Everything search)
- Field-specific searching (can be anything in bibliographic/holdings records, including title, subject, or call number)
- Choose pre-search limits
- QuickSearch
- Search suggestions, Did you mean?

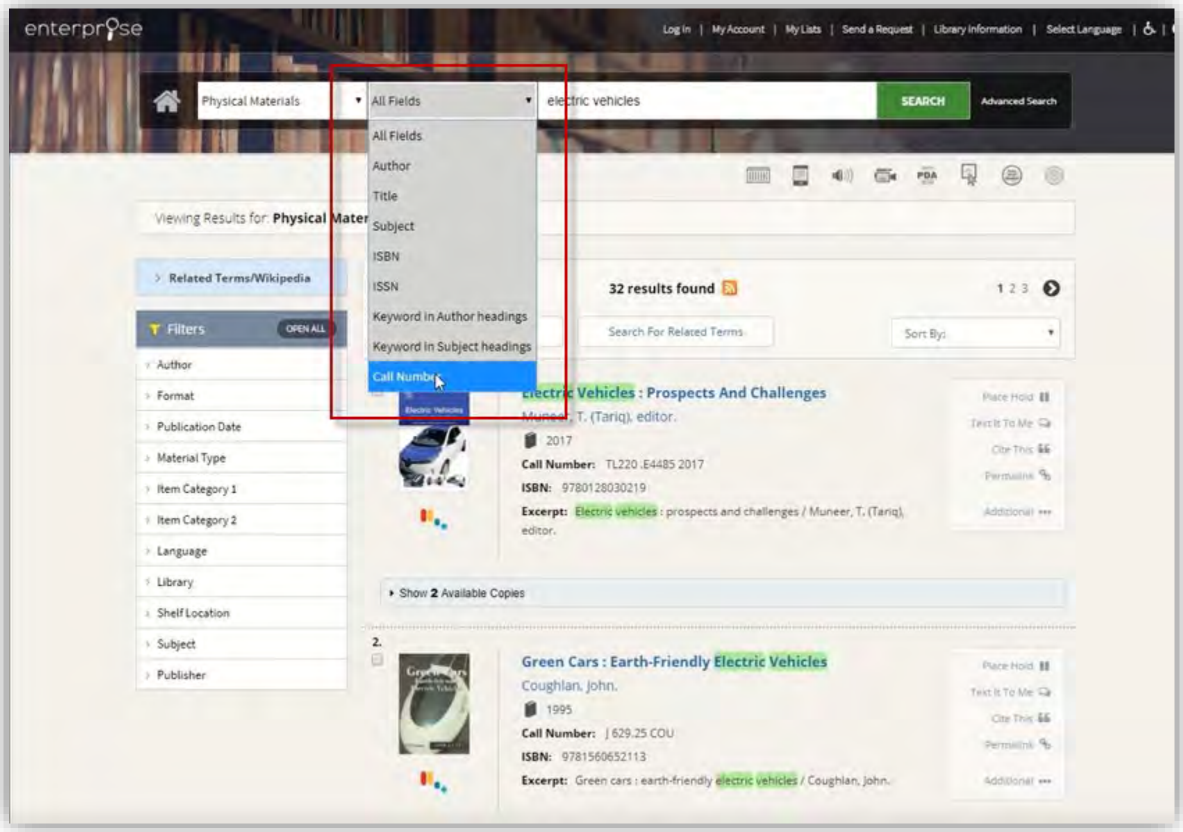




Users can search against Everything, or against library-defined categories (shown below); and can also select the specific fields they wish to search against.



In the screen below the user is searching Physical Materials and then using Call Number:

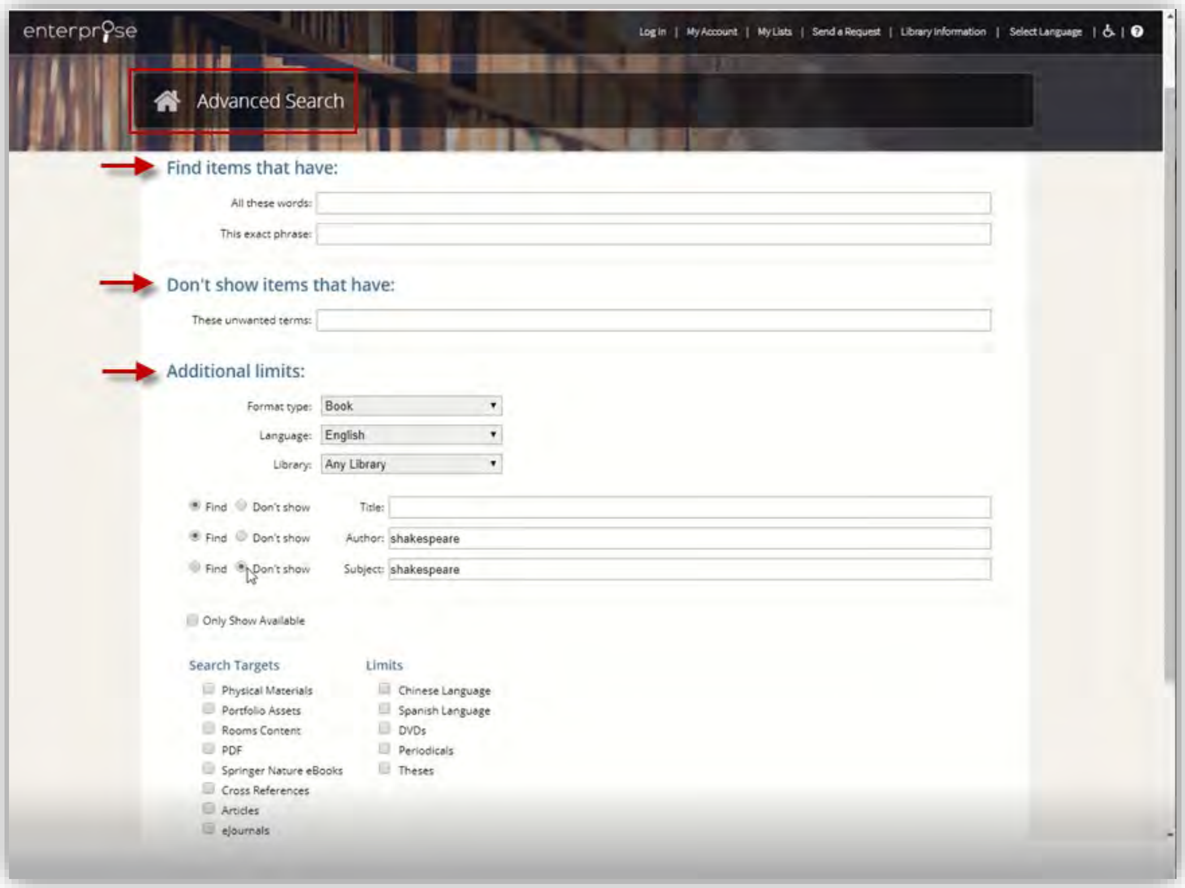


Searching – Advanced & Expert

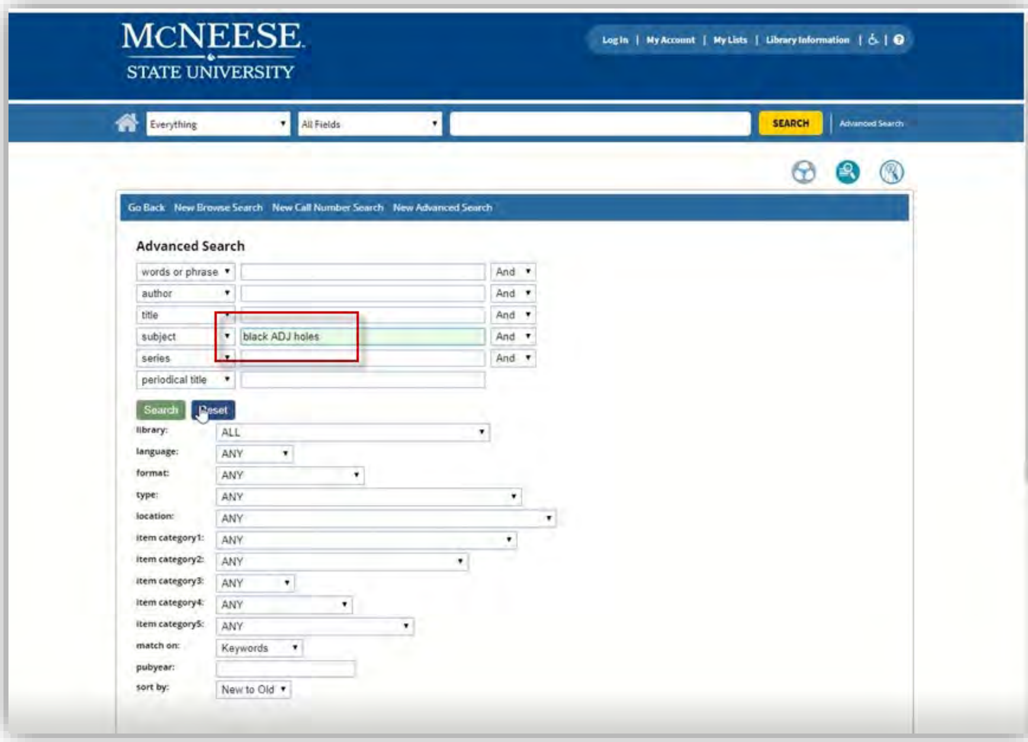
Some of the available search features in Enterprise include:

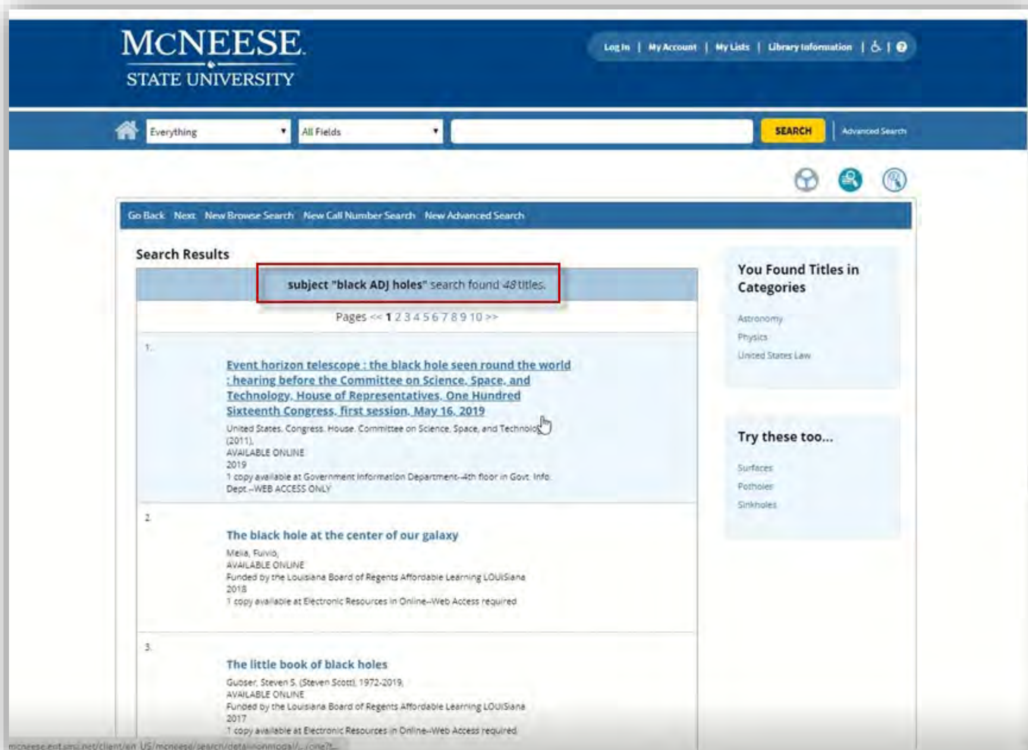
- Advanced
- Boolean (AND, OR, NOT, XOR)
- Truncation
- Proximity
- Ad-hoc field searching
- Browse (subject, author, call number, etc.)

See the Advanced Search screen below:

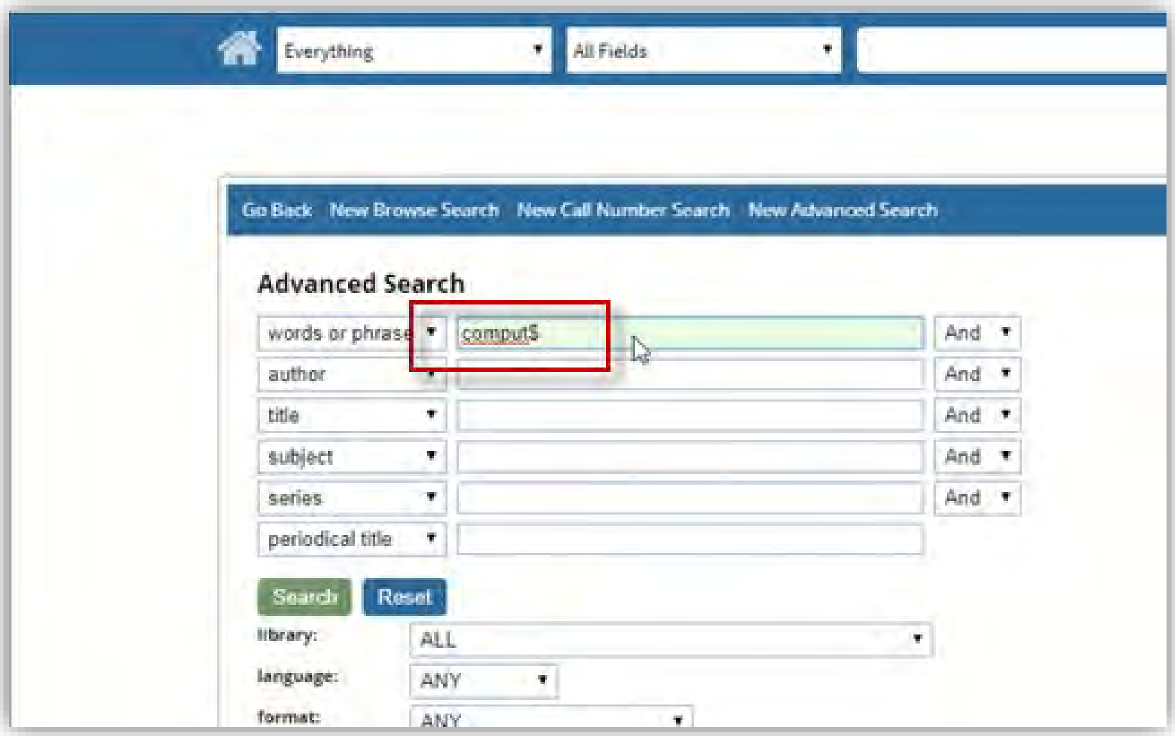


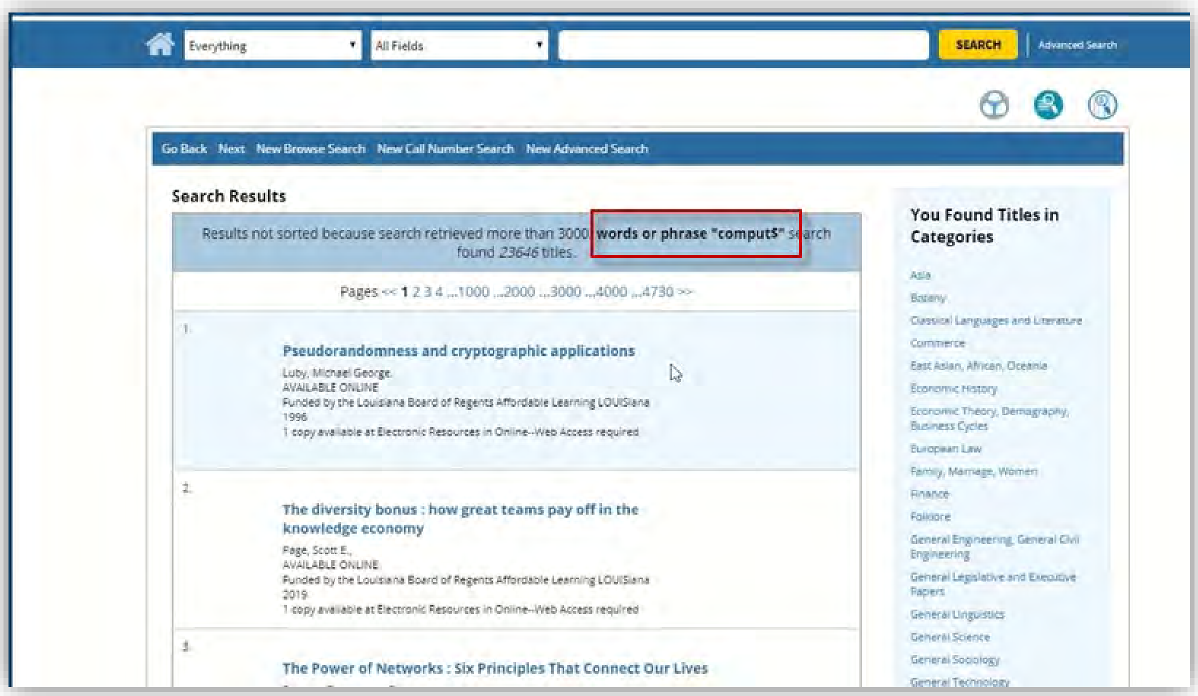
Proximity search – in the screens below entering a search black ADJ holes ensures only items where the term 'black' is adjacent to 'holes' are returned:


McNEESE STATE UNIVERSITY
Log In | My Account | My Lists | Library Information
Everything
All Fields
SEARCH
Advanced Search
Go Back New Browse Search New Call Number Search New Advanced Search
Advanced Search
words or phrase
author
title
subject
black ADJ holes
series
periodical title
And
Search
Reset
library: ALL
language: ANY
format: ANY
type: ANY
location: ANY
item category1: ANY
item category2: ANY
item category3: ANY
item category4: ANY
item category5: ANY
match on: Keywords
pubyear:
sort by: New to Old

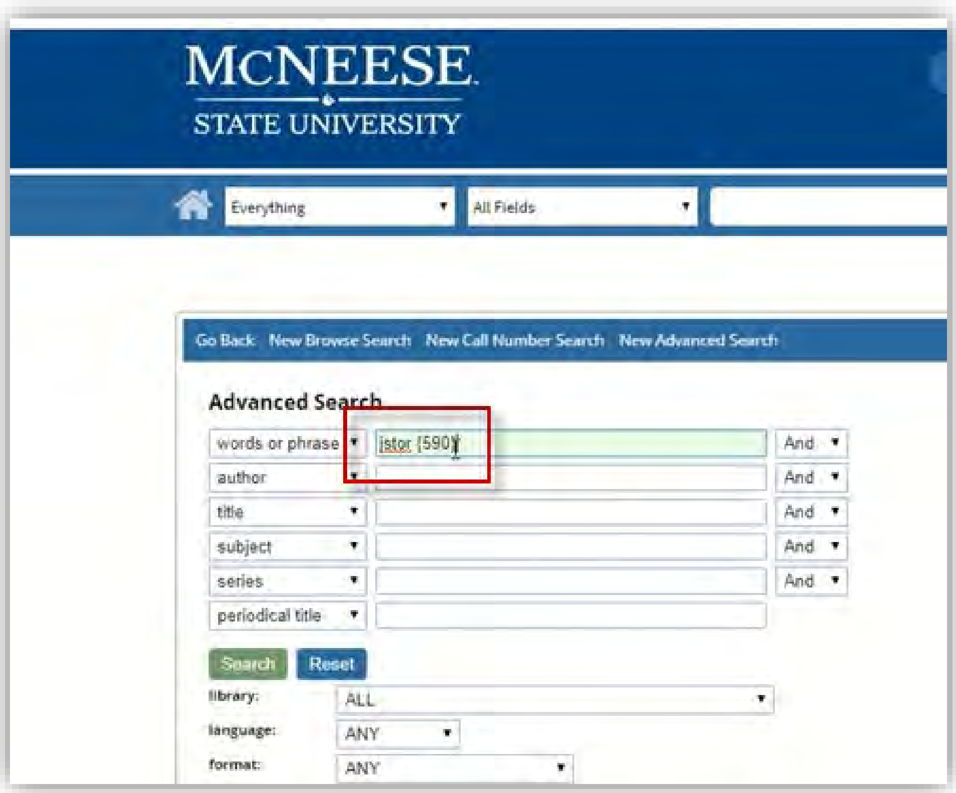

McNEESE STATE UNIVERSITY
Log In | My Account | My Lists | Library Information
Everything
All Fields
SEARCH
Advanced Search
Go Back Next New Browse Search New Call Number Search New Advanced Search
Search Results
subject "black ADJ holes" search found 48 titles.
Pages << 1 2 3 4 5 6 7 8 9 10 >>
Event horizon telescope : the black hole seen round the world : hearing before the Committee on Science, Space, and Technology, House of Representatives, One Hundred Sixteenth Congress, first session, May 16, 2019
AVAILABLE ONLINE
2019
The black hole at the center of our galaxy
AVAILABLE ONLINE
2018
The little book of black holes
AVAILABLE ONLINE
2017
You Found Titles in Categories
Astronomy
Physics
United States Law
Try these too...
Surfaces
Potholes
Sinkholes

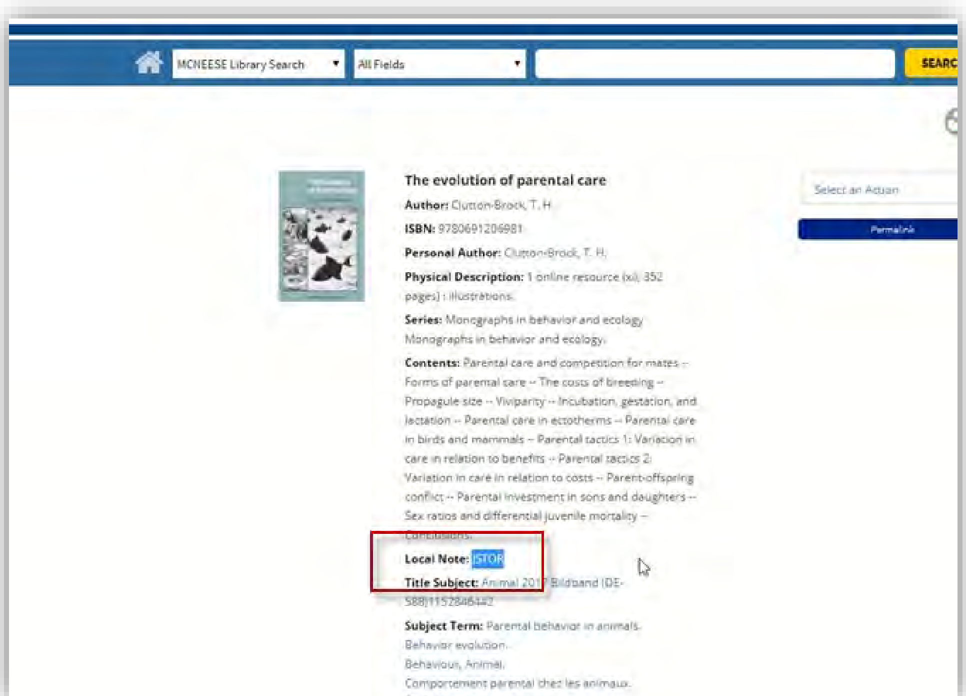
Search using **truncation** is shown in the following screens:



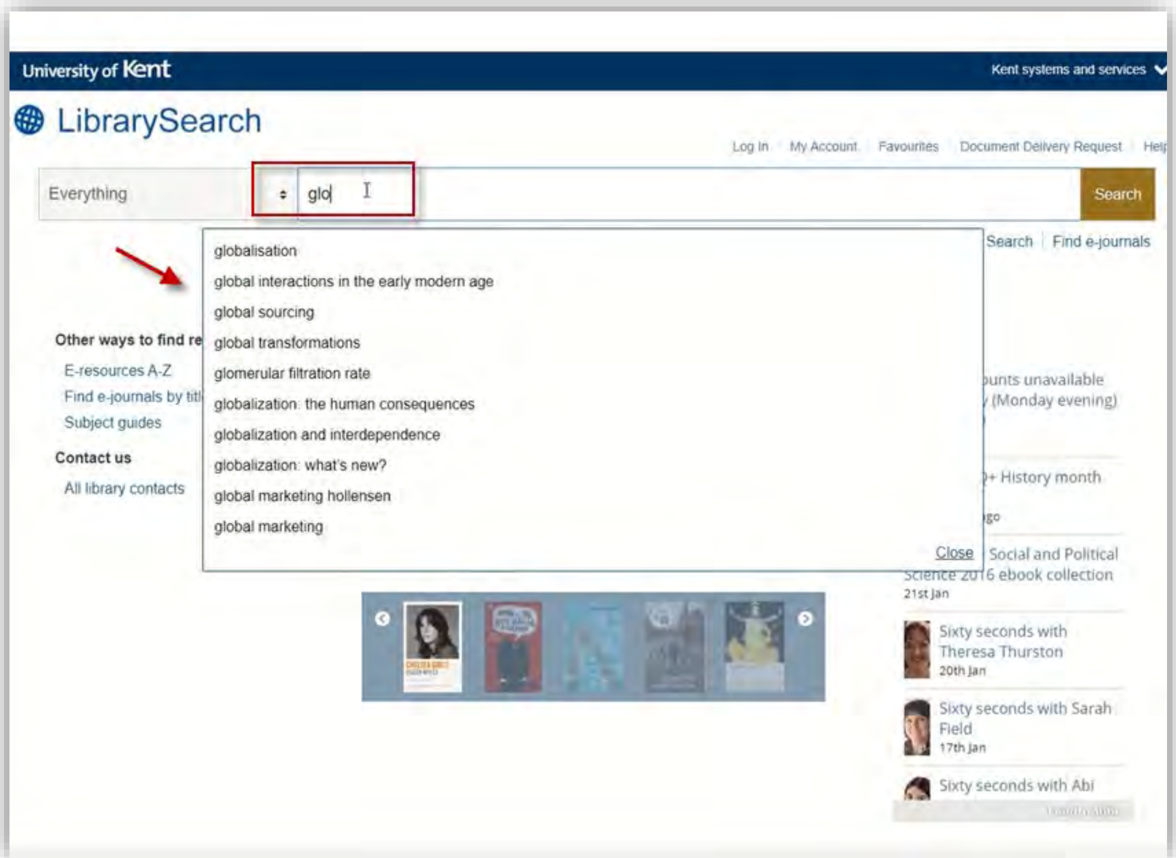


Ad-hoc field searching (in this example, adding the field 590 in parentheses tells Enterprise to search the 590, or Local Notes field):



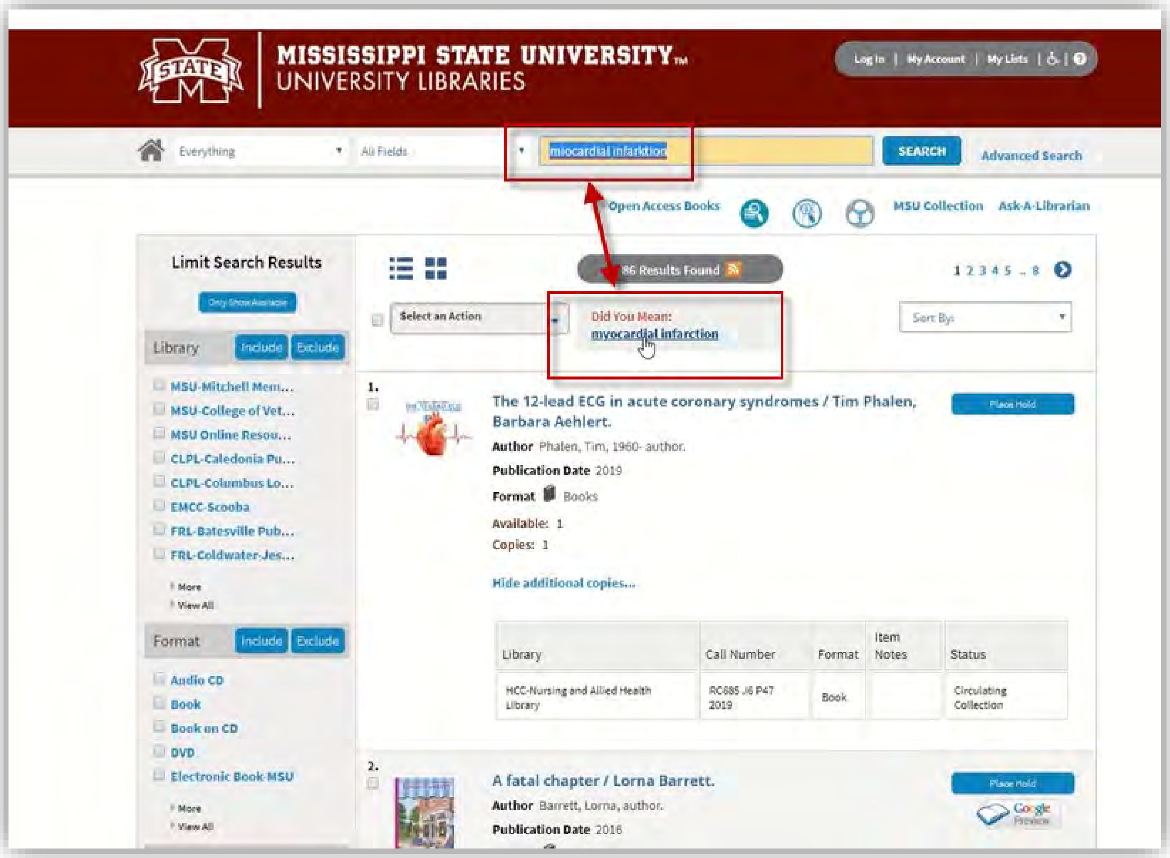


Search suggestions:



Note that Enterprise will supply search suggestions containing words and phrases that have been used at least three times in the last 10 days are not on the blacklist. By default, the blacklist contains standard for US English profanity; the library can create a custom blacklist through the admin tool.

Did you Mean:



q) Describe the availability and functionality of the kid's catalog. — See details below.

Image-based, subject driven searching lays the foundation for this time-tested educational tool. Our Enterprise Kids Catalog features icons with vibrant color schemes, diverse images and a modern design. A robust tool, the Kids Catalog is appealing to young audiences and encourages their exploration and development. Children are given not just dozens of categories to explore, but over 225 categories each of which is aligned to a specific, Librarian selected subject heading.

The Kids Catalog also features:

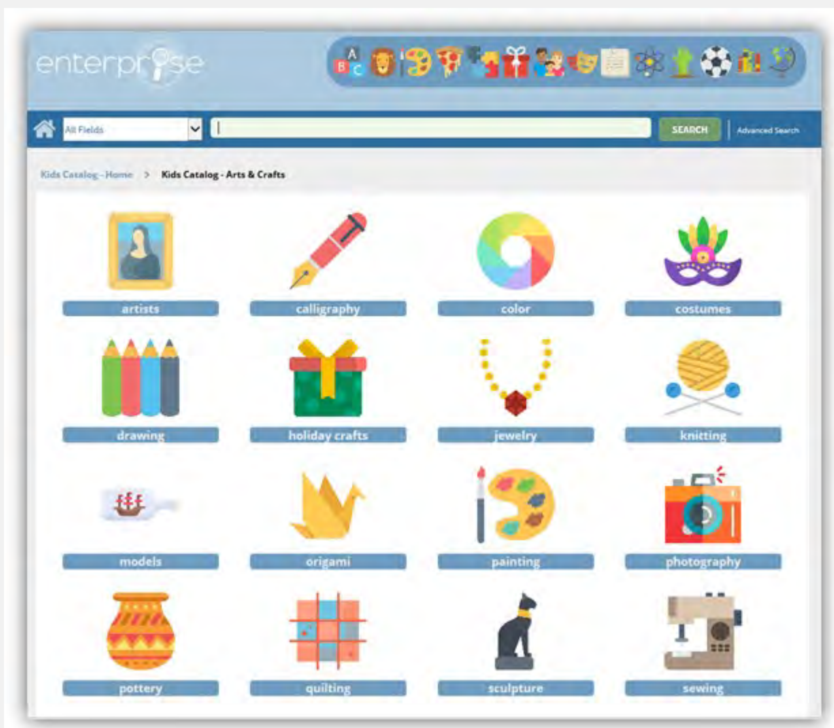
- A responsive design on mobile devices
- Full integration with eRC titles
- An easy to read search results display

Included with this product is our Kids Catalog SureStart Consulting service. With this service you will learn to customize the Kids Catalog to fit the needs of the children you serve. This will include learning to add categories for local history, special school projects, series and much more.

If you've purchased our Reading Information data update service which adds Accelerated Reader and Lexile information to your bibliographic records, AR and Lexile scores can also be added to the Kids Catalog search results display. This adds an additional layer of support for your emerging readers and their loved ones.

Screenshots of our Kids Catalog are provided below.


enterprise
All Fields
SEARCH
Advanced Search
a to z
animals
arts & crafts
cooking
fun stuff
holidays
kids concerns
plays
poems
science
spooky things
sports
stories
social studies

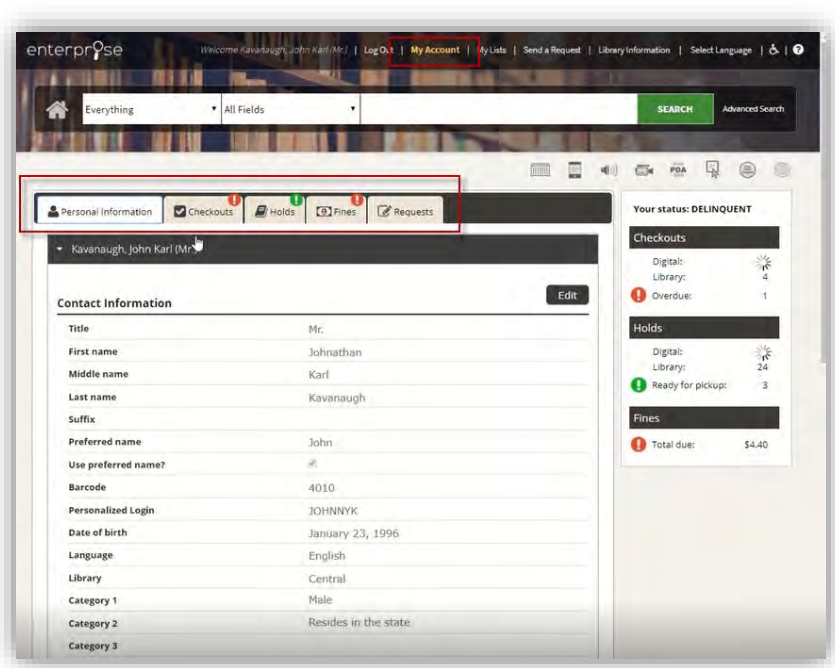

enterprise
All Fields
SEARCH
Advanced Search
Kids Catalog - Home > Kids Catalog - Arts & Crafts
artists
calligraphy
color
costumes
drawing
holiday crafts
jewelry
knitting
models
origami
painting
photography
pottery
quilting
sculpture
sewing

r) Describe how patrons are able to view and interact with their library accounts.	See details below.

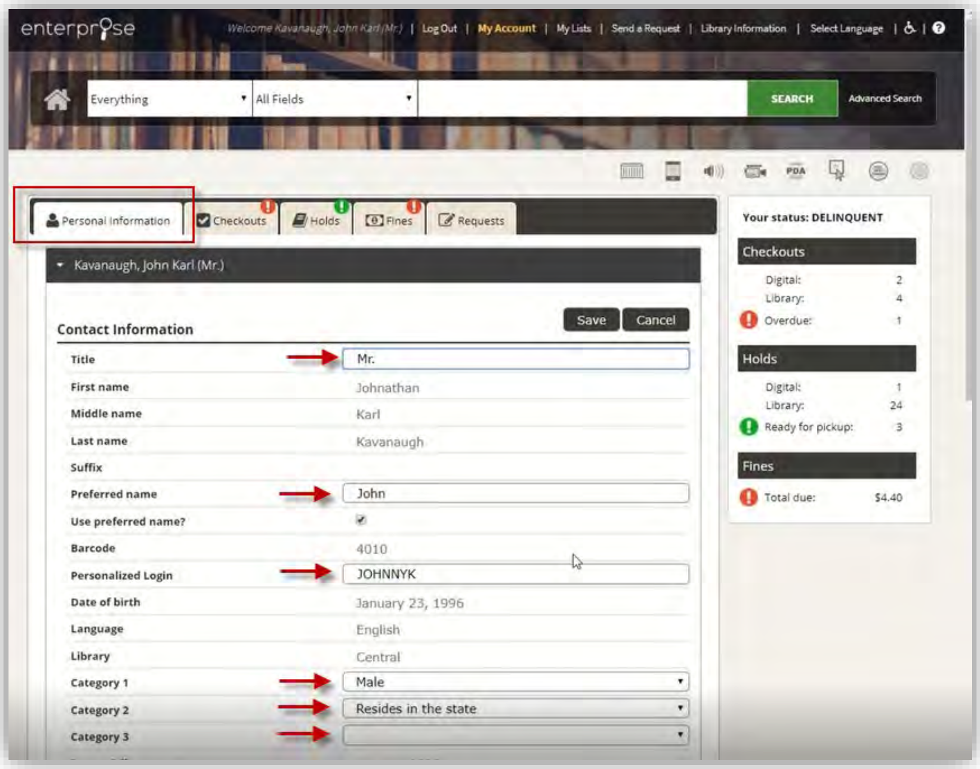
Patrons can access their account to see and edit personal information, select preferences, and view checkouts, holds, and fines. Patrons may change their PIN, update defaults such as pickup library, renew items, place, cancel, edit and suspend holds, and pay fines.

Screens below show how patrons can modify personal information, change PIN, set preferences, and subscribe for SMS notifications as well as renew items and view and pay bills.

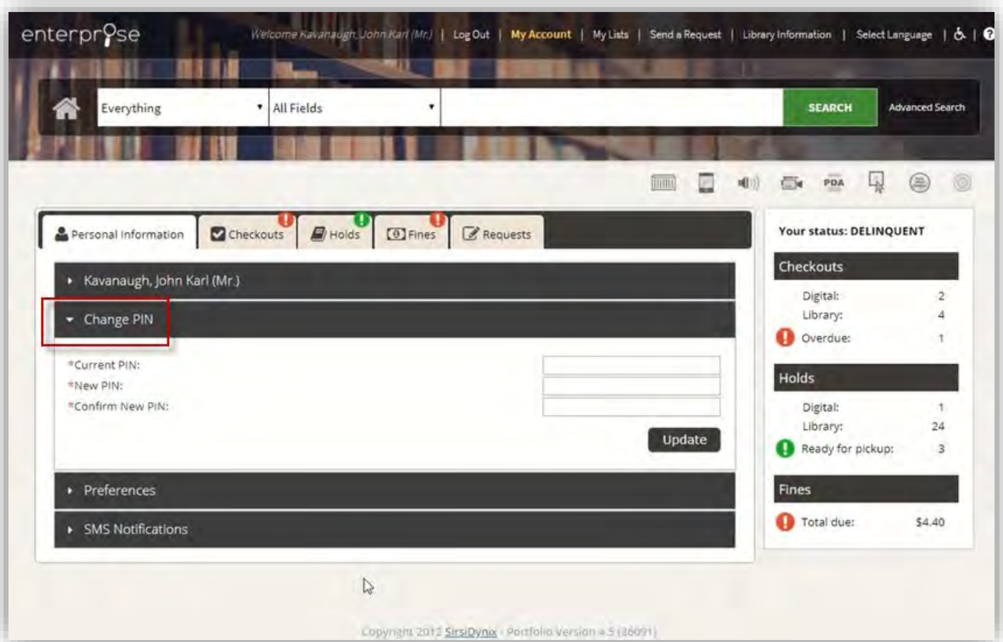
After selecting and logging in to My Account, the patron sees various tabs they can choose from:



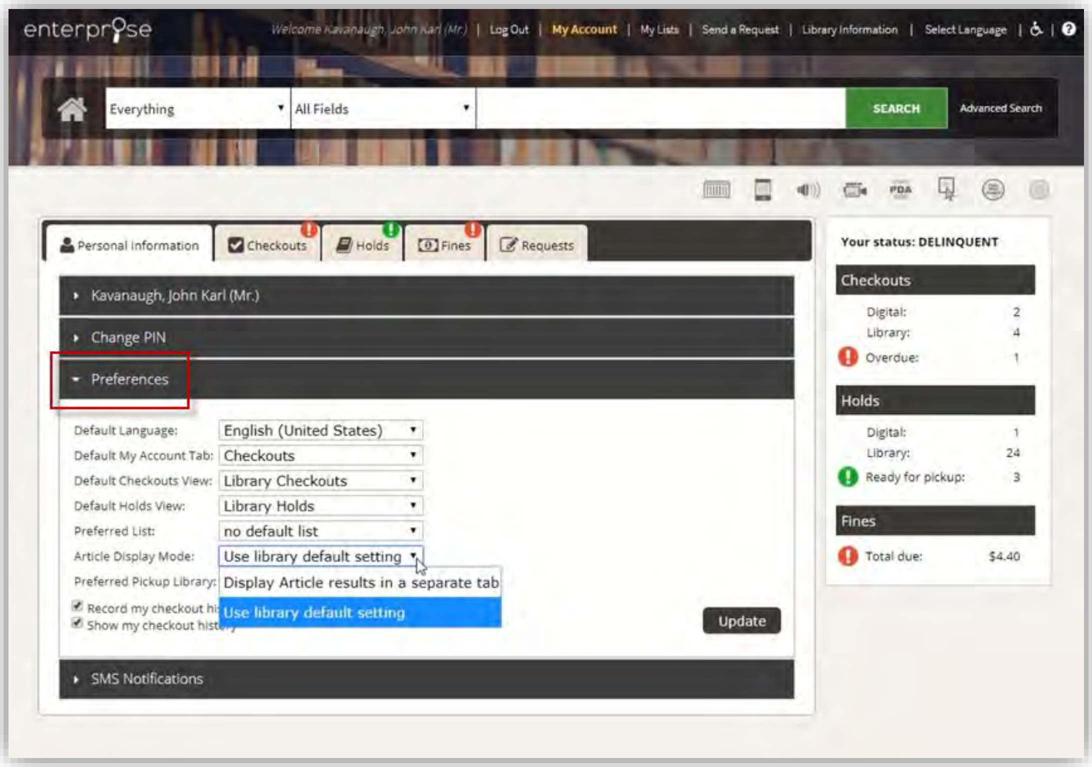
Modify personal information. Selecting Edit on the Personal Information tab makes all editable fields available to the user:



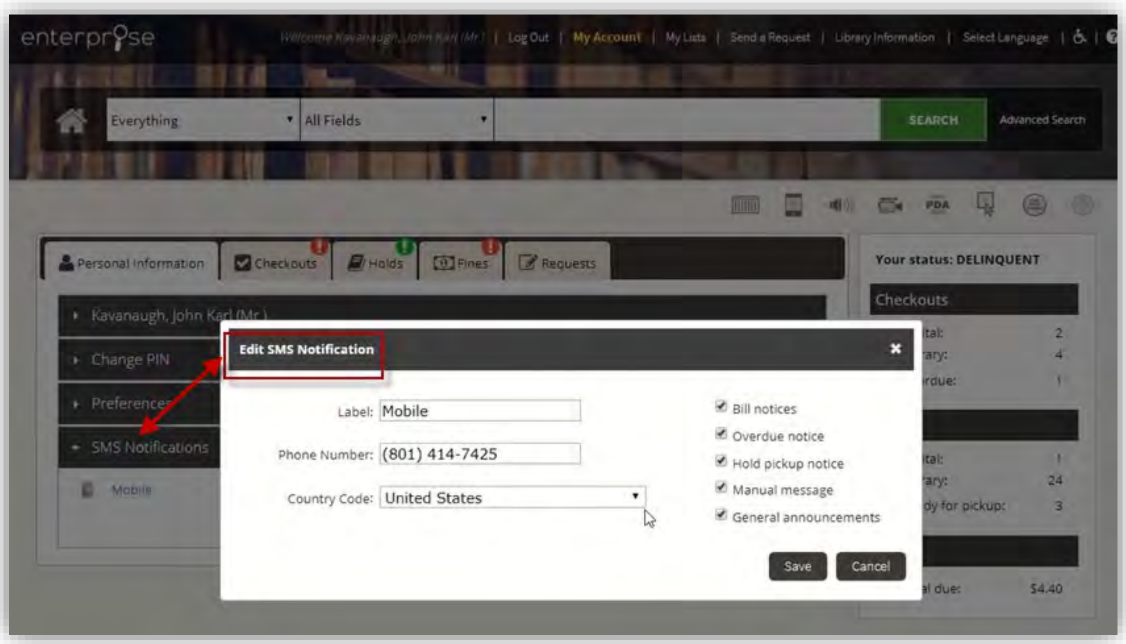
Change PIN. Change Pin is an option under Personal Information:



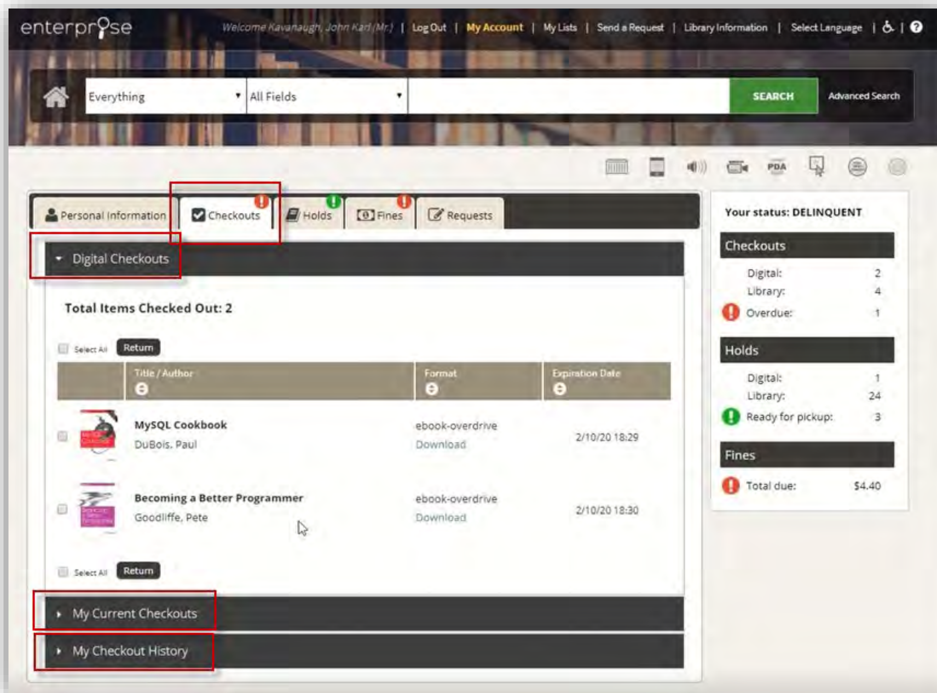
Preferences. Preferences are another option under Personal Information:



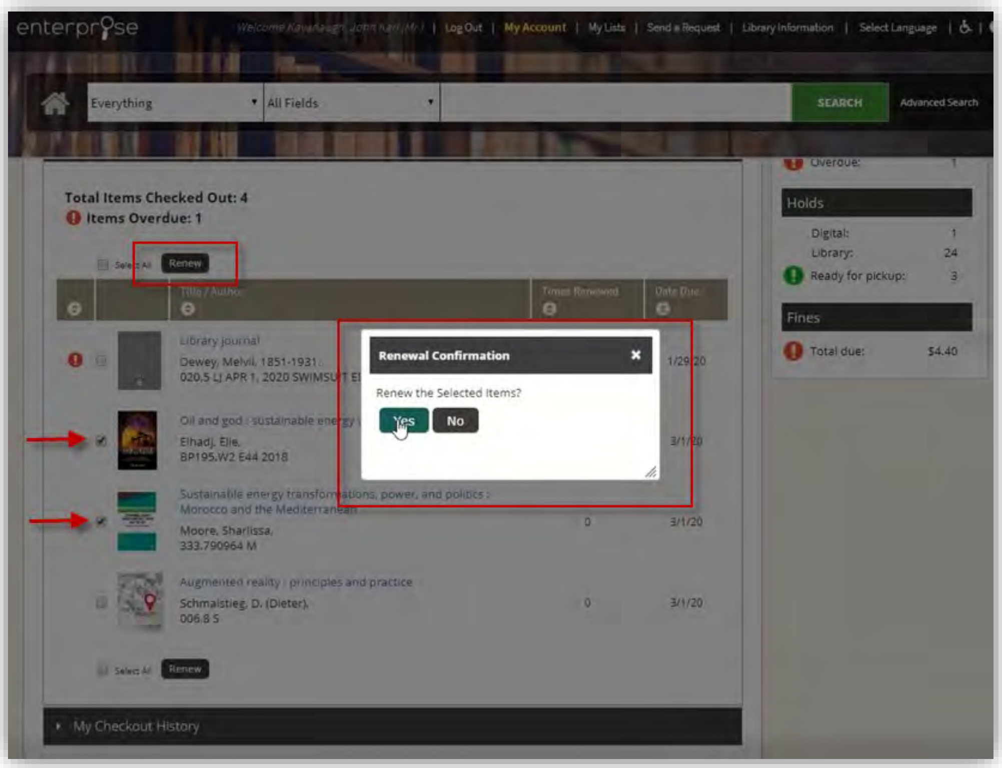
SMS Notifications. Also under Personal Information, patrons can specific the notifications they wish to receive via SMS:



Checkouts.

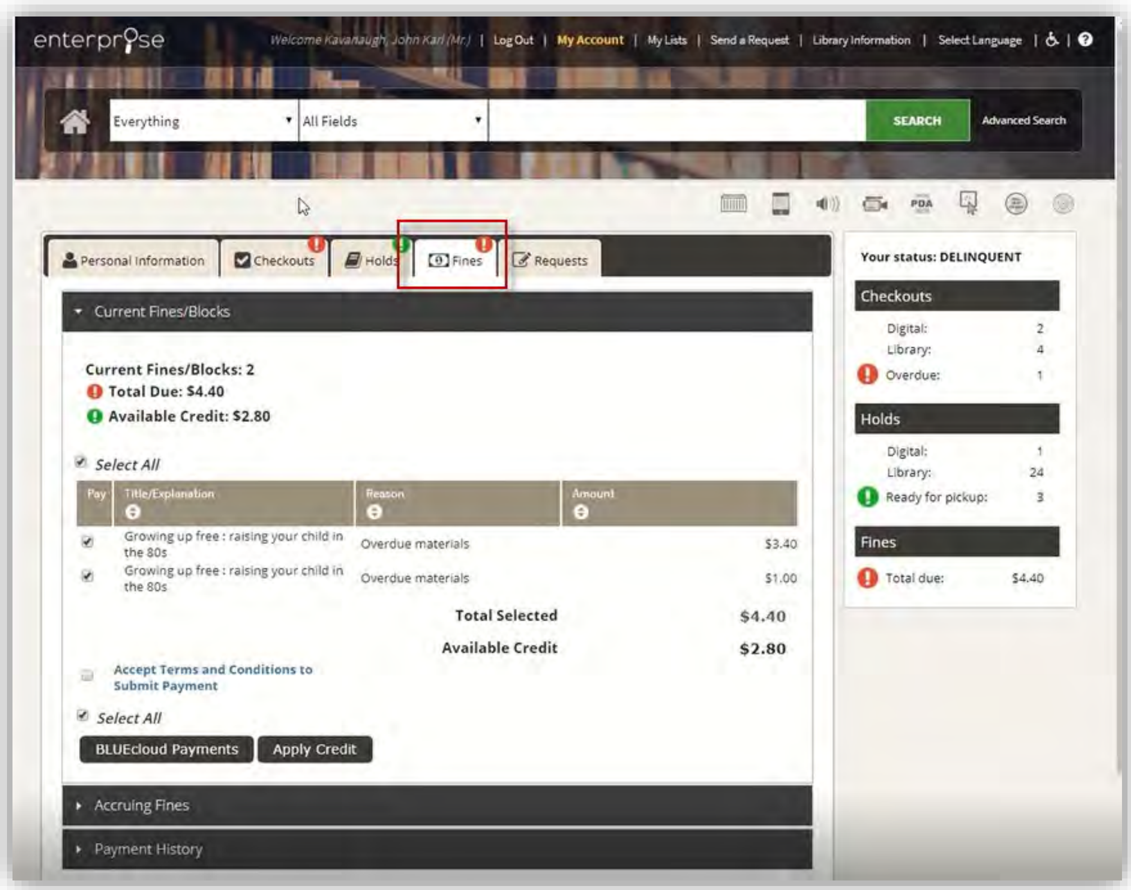


From the checkouts tab the user can select one or more items and choose to Renew them:



If the library has chosen to enable the feature, and the patron has chosen to participate, she can also see her Checkout History from this screen.

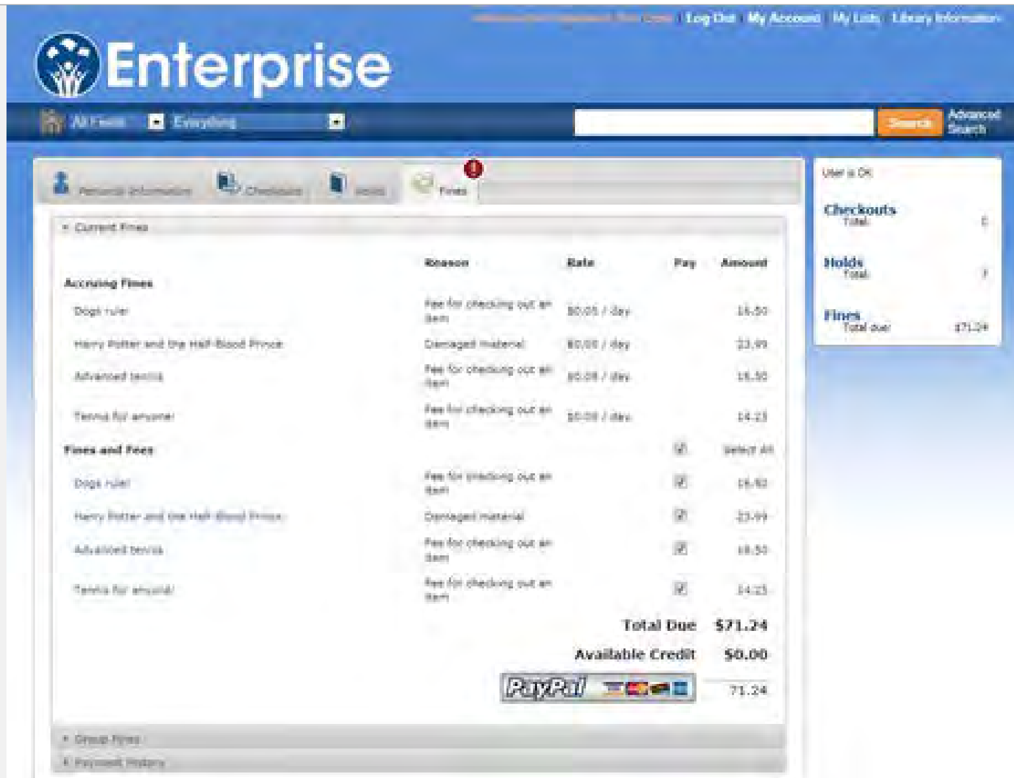
Fines. A user can both view fines, and pay fines, from the Fines tab in My Account:



s) Describe online payments functions to pay fines and other fees. Does this service function with credit cards and/or with PayPal or other payment services?	See details below.

Customers can manage their own fines and fees via their account record with Enterprise and the optional BLUEcloud Mobile. Enterprise discovery solution includes parameter settings to facilitate integration by the customer with a number of on-line payment merchant processors or gateway services, including ProPay, PayPal, Capita's Axis Internet payments, VeriSign, Smart Access Manager (SAM) from Comprise Technologies, and EnvisionWare eCommerce. In the case of gateway services such as EnvisionWare eCommerce, a range of payment merchant processors is supported by the gateway service vendor. The SirsiDynix Symphony API server can be used to record bill payments in Symphony in real time from an external application.

SirsiDynix Enterprise includes parameter settings to facilitate integration by the customer with a number of on-line payment merchant processors or gateway services including PayPal and PayFlow Pro and EnvisionWare eCommerce as standard. The Library can configure this out-of-box integration through the admin console.



Multiple built-in e-payment options are available to Borrowers.

Work is currently scheduled for review to include additional payment systems in future releases of Enterprise e.g. Civica ICON, Elavon, ePay and World Pay.

Once the library/authority has an Internet Merchant Account with a bank and an account with the e-payment provider, Enterprise requires the account details within the Manage Payment Accounts administration settings.

The payment is recorded within the user record on SirsiDynix Symphony WorkFlows– detailing the payment type (e.g. PayPal), the date, time, reason (e.g. overdue fine for an item) and User ID. Also, the e-payment provider details all payments to authorized staff within the authority.

t) What federated search functionality is available either through a third party or existing release of the product? Link resolvers?	See details below.

The Enterprise discovery solution includes federated searching capabilities. This tool can target the local library database, PDF documents, Internet Web resources, Z39.50 databases and content databases that support the Z39.50 protocol, all within a single federated search. For content databases that are not Z39.50 compliant, Enterprise can also search these through one of the federated search services that are supported such as Serials Solutions 360 Search. The library would need to arrange a subscription to Serials Solutions 360 Search if content databases should be included in federated searching.

SirsiDynix does not currently offer an OpenURL product. We can link to third-party OpenURL resolvers.

5. 3 Cataloging and Authority Control

5.3.1 Considerations

a) What bibliographic formats are supported by the product?	See details below.

SirsiDynix fully supports the use of MARC and its future development. It allows users to create and edit MARC records online, batch import MARC exchange format records, and export records in MARC format. It is also possible to load records using USMARC, UKMARC, and MARC21, as well as non-MARC records. Records in all of these formats can coexist on the same system, with the end-user unable to tell them apart.

The system allows the cataloger to input and edit fully MARC compliant records using MARC data entry and editing facilities, even when using non-MARC formats, like labeled format input screens. SirsiDynix Symphony supports but does not enforce the MARC 21 standard describing the contents of each tag. SirsiDynix Symphony does not prevent the entry of a subfield not defined for a particular tag.

SirsiDynix Symphony adheres to MARC formats for bibliographic, authority and holdings data exchange and supports the MARC format for Community Information. SirsiDynix Symphony provides cataloging templates for monographs, maps, manuscripts, machine-readable data files, music sound recordings, music scores, serials, and visual materials. Libraries may use one, some, or all of the MARC formats listed or specify their own custom formats for their catalogs. Bibliographic records can be stored and accessed in a short form, the full MARC format, or in any custom format desired.

Due to the flexible way that SirsiDynix Symphony can be set up, the library has ultimate control over the MARC settings and MARC displays. The library can decide whether to keep strictly implement a MARC standard or to evolve their own library-defined version. This means that tags and subfields can be locally defined by the library.

Libraries can configure the cataloger's data entry screen by defining both the bibliographic fields that appear and the order in which they appear. Entry lists can be set up as default (predefined) lists, or can be specified for an individual cataloging session. Separate entry lists are defined for each bibliographic format.

b) Describe the steps required for the creation, editing, and deletion of bibliographic records.	See details below.

With features available in both the WorkFlows and BLUEcloud Central staff clients, Symphony provides a reliable and accessible system for the creation and maintenance of your library catalog and authoritative forms for all headings. Each official heading links automatically to each occurrence of the heading in the library's catalog, and advanced tools accommodate both local and outsourced authority control. Symphony's fully integrated system immediately reflects all additions, changes, and deletions made in the Cataloging module throughout all other staff modules, as well as the OPAC.

Key features and strengths of Symphony Cataloging and Authority Control include the following:

- SmartPort / SmartSource Z39.50 copy cataloging
- Bibload (with multiple match point options)
- Item Search & Display (including the ability to print the entire results of a search)
- Flexible, intuitive MARC editor with onscreen helps
- Authority validation wizard and global authority updates
- Label designer
- Global editing of items, bibs, and call numbers
- Merging, bound-with, and review tools
- Unicode, including right-to-left scripts
- URL checker

Symphony Cataloging also includes:

- full support and templates for all MARC bibliographic formats, including UNIMARC, Dublin Core, and even library-defined metadata formats.
- full support, templates, and automatic creation of MARC holdings records.
- detailed displays for linked copies, bills, bookings, checkouts, holds, orders, and serials control information.
- multi-layer "shadow" options at copy, volume, and title levels.

- enhanced features for maintaining and displaying Unicode scripts with alternate graphic representation paired fields (880 tags).

As with any Symphony module, features from any other module can be accessed from the Symphony WorkFlows or BLUEcloud Central cataloging pages. Symphony cataloging features are also accessible through the transaction-based APIs and RESTful Web Services.

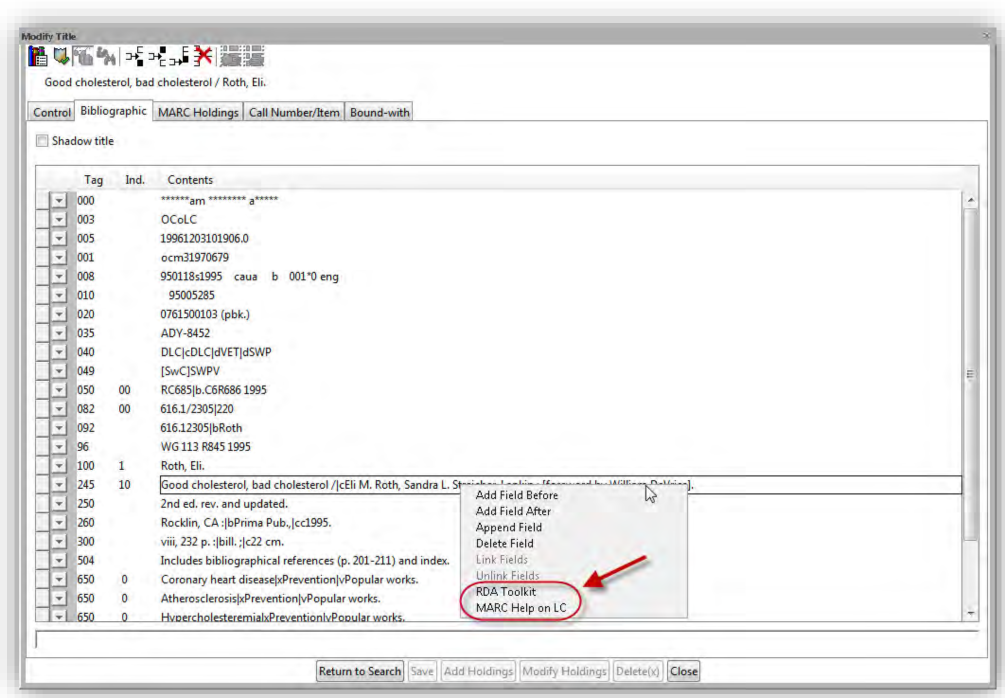
Standards Compliance

Symphony fully supports the MARC 21 formats for bibliographic and authority records, including the ANSI/NISO Z39.2/ISO2709 standards for record structure, the content designations defined by each MARC format, and content standards such as ISBD, AACR2, LCSH, RDS ANSI/NISO Z39.44, etc. Symphony also supports the Z39.85 Dublin Core Metadata Element Set as a catalog format for records.

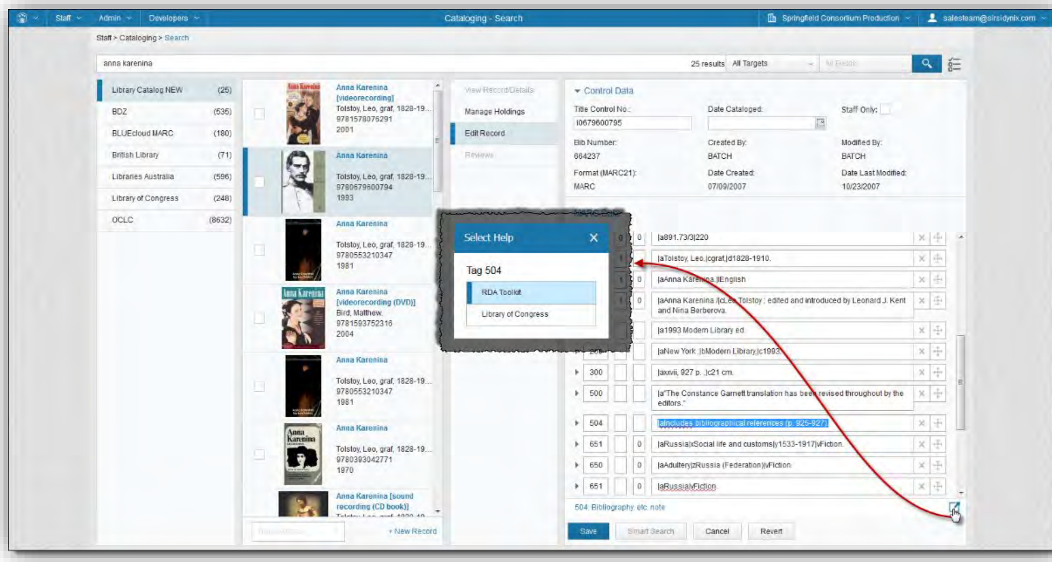
You can also specify custom formats for the catalog, like abstracts or even complete documents. Because libraries can define new formats as needed, Symphony accommodates changes to standard and local formats *without* reprogramming.

RDA. Symphony supports Resource Description and Access. In fact, to capture the needs of our libraries, SirsiDynix formed a Strategic Partner Program around RDA (which included several architects of the standards), as well as became a linking partner with rdatoolkit.org.

Symphony is delivered with RDA tags in the MARC formats. Symphony users can access external MARC tag descriptions by right-clicking within the MARC field editor of several cataloging tools. Symphony delivers two linking policies, RDA Toolkit and MARC Help on LC. (To use the help in RDA Toolkit, libraries will need to subscribe for this service at RDAToolkit.org.)



Field-specific Library of Congress and RDA Toolkit help is accessible in both Symphony WorkFlows (above) and BLUEcloud Cataloging (below).



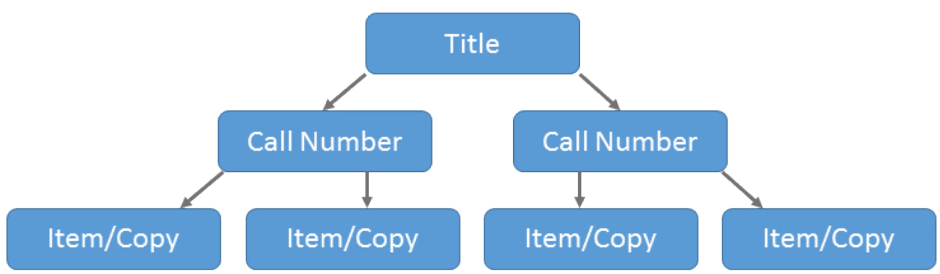
RDA support includes closed vocabularies for specific RDA tags (i.e., 336, 337, and 338) and patron-facing UIs that use new tags for easier discovery and a better user experience.

SirsiDynix is committed to excellence in metadata description and access to resources. As the standard evolves and we receive additional feedback from our SPP partners, we continually expand Symphony's RDA capabilities.

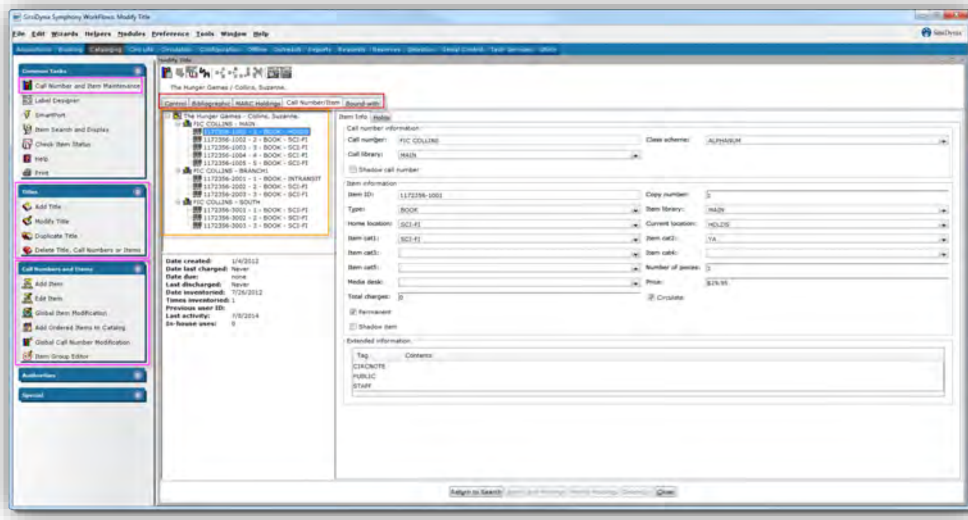
Record Structure

To allow effective handling and presentation of bibliographic records, Symphony provides a three-level bibliographic record structure, consisting of title, call number, and copy/item levels.

Generally, libraries use the title level for bibliographic records, the call number level for an individual library's holdings, and the copy/item level for each copy of that title. (See diagram below.)



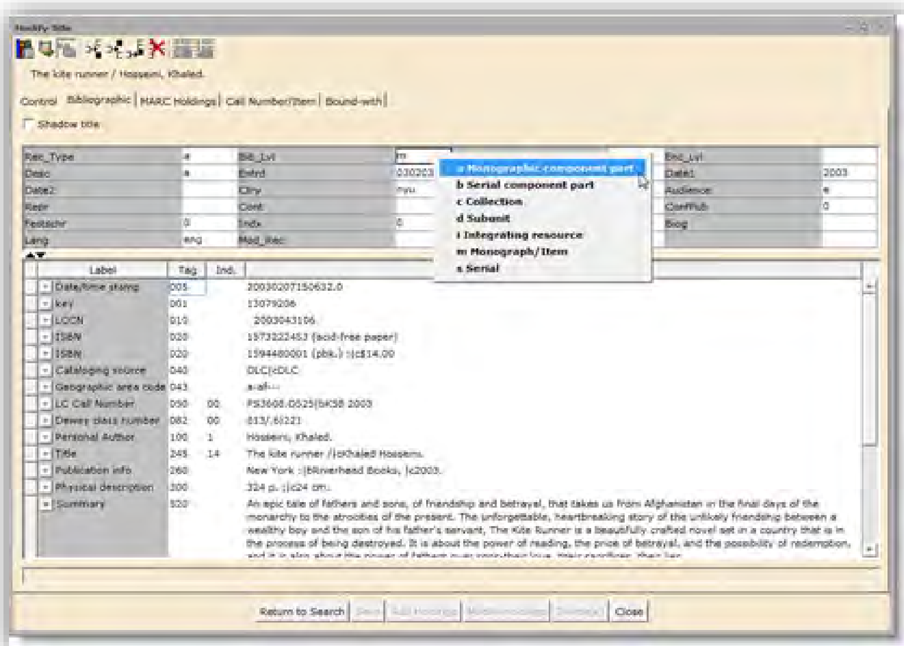
Hierarchical relationships between title-, call number-, and item-level bibliographic records are clearly defined within Symphony interfaces and maintained within the Symphony database.



Bibliographic record hierarchies are maintained by separation of title, call number, and item levels: In bibliographic records, these levels are stored in separate tabs (red).
Individual (barcoded) items display in the hierarchy under call number and title records (orange).
Separate tools are available for the various types/levels of bibliographic records (pink).

Record Editor

Symphony's MARC Record Editor simplifies input of bibliographic records by providing appropriate codes for fixed fields, indicators, and subfields. It also displays an alternate, expanded view of indicator and subfield data. The Record Editor presents MARC21 definitions for most MARC elements. Full screen editing enables staff to move freely within the record to add, delete, or edit text. Staff can copy records using the Duplicate Title wizard, or copy individual fields or groups of fields within and among records using copy, cut and paste.



Interactive MARC help is available via right-click.

Symphony supports full MARC format error checking (tags, indicators, and subfields) for all formats. An error message displays when incorrect values are entered and prompts for correct data. Symphony automatically verifies and validates the structure of each type of record maintained by the system.

Item Scoping

The "Item Scoping" feature gives consortia control over which users can access each library's records. Extensive policies ensure that only staff from a given library can add, modify, or delete that library's call number, item, and MARC holding records. Specific logins may also be denied access to the holdings of a defined group of libraries or to the holdings of all libraries.

MARC Holdings Records

MARC holdings records generate automatically as issues are checked in with the Serial Control module. These records produce compact displays of serials holdings in the public catalog.

However, you may need to work with MARC holdings in your cataloging workflow. For example, a previous title or ceased publication will not have a serial control record, but it should still be cataloged, and its holdings should display in the OPAC.

When you modify a title in the Cataloging module, the MARC Holdings tab displays. From this tab, you can add, modify, and delete MARC holdings information if your system administrator has authorized this function.

Shadow Catalog

Libraries can use the shadow catalog to create and maintain MARC records that only library staff can view and that do not display in discovery tools. Records may be shadowed at three levels:

- **Title Level:** hides bibliographic data and all associated items
- **Call Number Level:** hides selected volumes and all associated copies
- **Copy Level:** hides selected copies

Libraries can also shadow an item by assigning it to a location previously defined as shadowed. To "unshadow" an item for display in the public catalog, just change its location or shadow setting.

Multi-layer shadowing is also available through the Symphony WorkFlows client.

Bibliographic Record Loader

Symphony's Bibliographic Record Loader transfers imported records from any MARC-compliant source to your library's local catalog. Your library can establish multiple load parameters for ongoing record loading, such as:

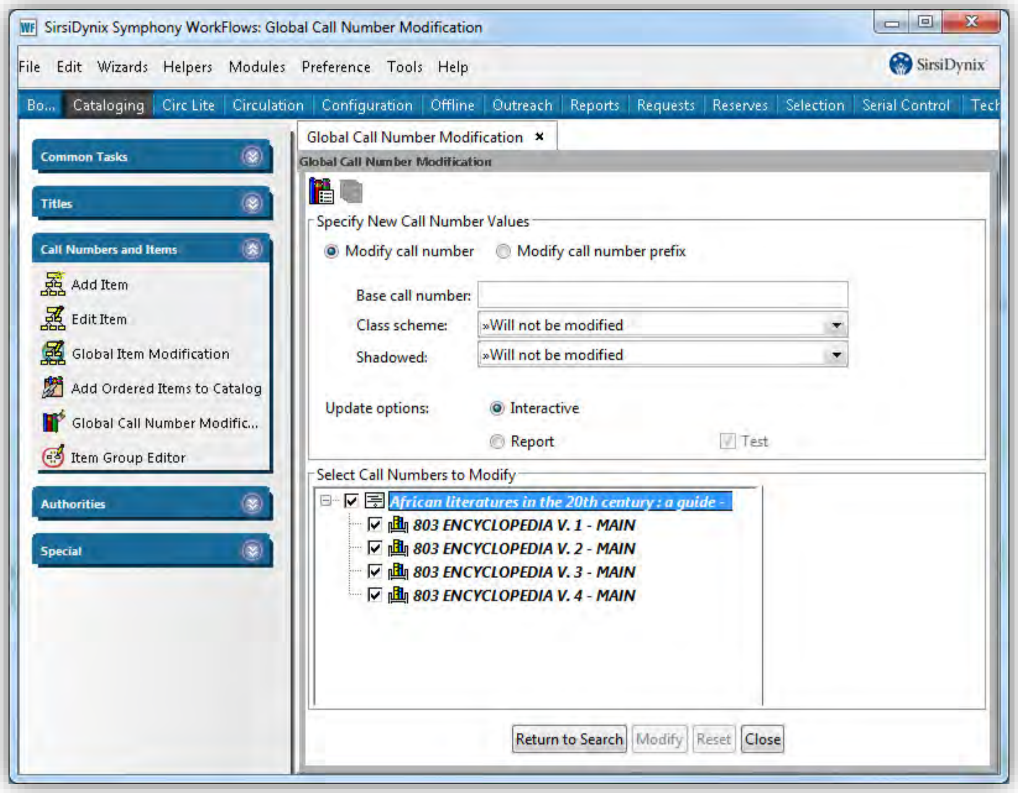
- whether existing records in the database will be updated or new records added
- if the OCLC# or other control number in the record should be used as the title control key
- which fields contain the appropriate call number and holdings information
- whether to discard any unwanted fields in the records

Symphony uses embedded holdings data in the MARC record to generate copy-level data in the catalog.

Global Editing

In Symphony, you can search and replace throughout your bibliographic database with several tools.

With the **Global Call Number Modification** tool, staff can select and globally change two or more call numbers associated with the same title. This saves your library a lot of time when you physically move or relabel copies or volumes.



Call number modifications are possible with easy selection tools.

The **Edit Bibliographic Data Globally Report** generates precise global changes with the following information:

- **Search String:** the string Symphony will search for to find the records to be changed
- **Entry ID:** the MARC tag names to which the global change will be restricted
- **String to Match:** the string to be changed if present in the records found
- **Replacement String:** the string that will replace the string to match or the tag's entire text, depending on the edit operation you select
- **Edit Operation:** options include:
  - remove the entire tag
  - replace the entire text of the tag with the replacement string
  - replace only the string to match with the replacement string

You can run these reports in a test-only mode to preview changes. The test output includes records that would have been selected, replaced, modified, or deleted. The database is modified only when the report is run again in "live" mode.

Global Changes to Item Records

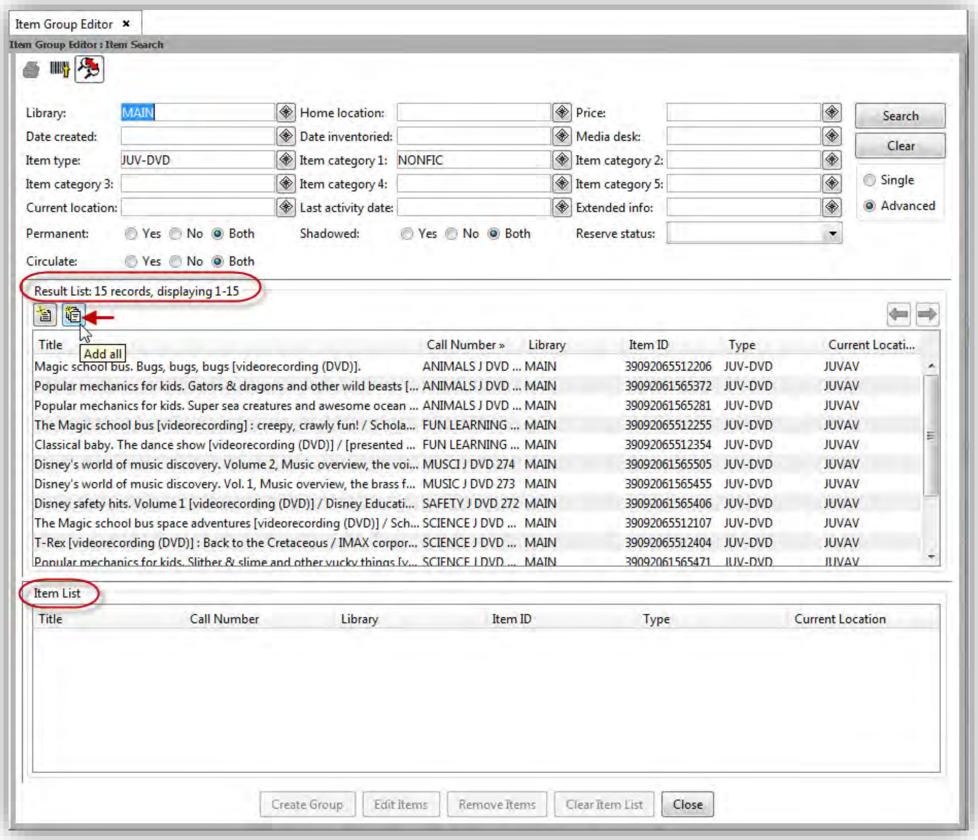
Symphony provides two options for making batch changes to item records.

The **Global Item Modification** tool changes item record characteristics for multiple copies in a single step. Catalogers edit copies attached to a given title. As an added convenience, catalogers are also able to print a list of the copies edited in the current session, ordered by call number.

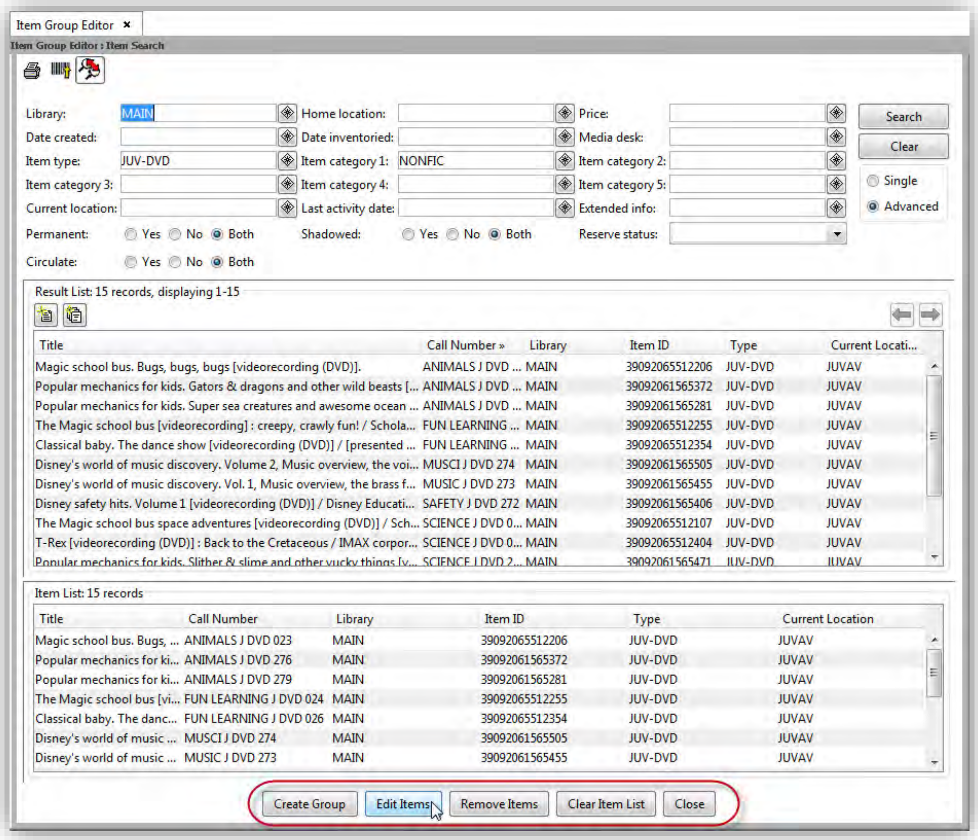
In the **Item Group Editor**, catalogers can create a list of items to modify together. For example, administrators may need to remove several books from circulation. Using the Item Group Editor, they can change the Circulate property for each item at the same time.

You can also save these items into a group that you can quickly call up later. With a saved group, you can archive all item values before making global changes, so you can restore the affected values of each item with a single action.

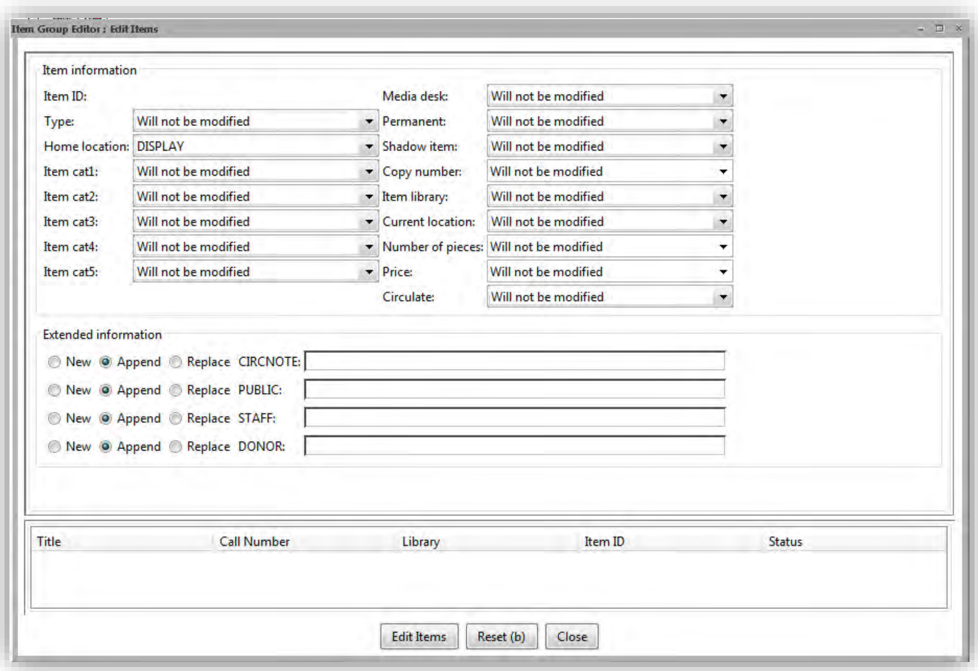
Administrators can add or remove items to the group, create new groups, merge the items in two or more groups together, and delete groups.



Item Group Editor: Item Search. Staff use the search criteria at the top of the screen to search for materials, which will display in the Result List in the middle of the screen.
Staff can then choose specific items and move them to the Item List,
or they can click the Add All icon and move all items from the Result List to the Item List.



Once items have been added to the Item List, you can create a group or edit those items.



The Edit Items screen displays the various fields that can be modified.

c) Describe the steps required for the creation, editing, and deletion of item records.	See details above.
d) List the reports that are available to produce collection counts and other statistical reports measuring activity for standard and customized time periods.	See details below.

To help your library show its value, SirsiDynix offers two powerful reporting tools to Symphony users:

- **BLUEcloud Analytics**, a web-based business intelligence tool with the flexibility to create reports from any library data
- **Symphony native reporting**, consisting of over 650 customizable report templates—including statistics, lists, counters, batch actions, and housekeeping tasks

By creating and scheduling the exact reports your library needs, you can always have data prepared for presentations and crucial decisions.

Symphony Reports

Symphony provides a complete and powerful library reporting module that is by far the easiest way to produce literally hundreds of useful management and statistical reports. Using Symphony's simple WorkFlows graphical interface, library managers can easily construct reports from their desktops with only a few mouse clicks.

Symphony includes more than 650 customizable report templates that can be easily selected and scheduled by library staff. Staff can simply point and click on appropriate items such as data elements, time periods, frequencies, or output devices.

BLUEcloud Analytics

BLUEcloud Analytics is an enterprise-class reporting and business intelligence tool designed especially for libraries. BLUEcloud Analytics delivers powerfully contextualized reports for when libraries need to argue for increased funding, submit reports for accreditation periods, present to library stakeholders, or make virtually any data-dependent decision.

BLUEcloud Analytics harvests data from the Symphony server and uses a powerful MicroStrategy engine, customized report templates, and data cubes to deliver the information you want without complex intervention.

Other features of BLUEcloud Analytics include:

- The ability to drill down in a report for more detailed information
- Customizable dashboards with a variety of visual formats for your data
- Granular permissions and powerful exporting options so you can always deliver the right data to the right staff
- MARC data reports to help maintain the library's cataloging standards
- Fast data harvesting that will not bog down your ILS

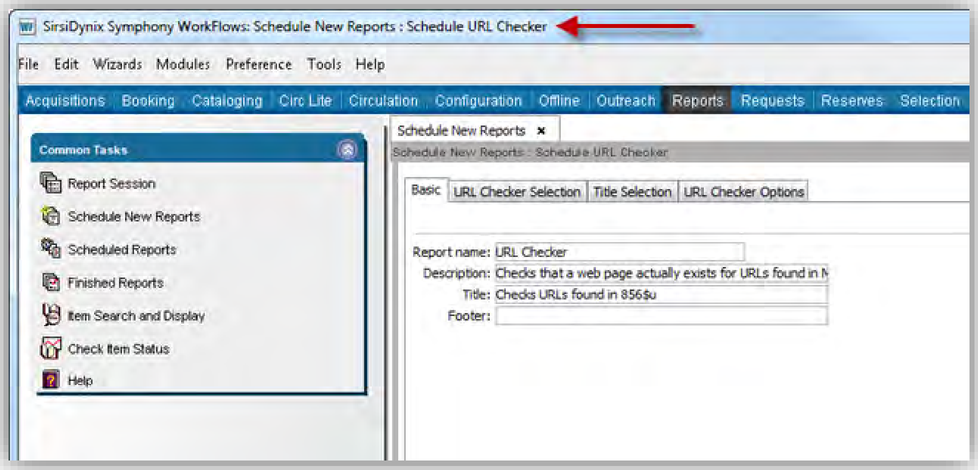
BLUEcloud Analytics not only *illustrates* your library's value but also helps you *increase* that value. With a report that takes minutes to create, you can make the decisions that will most benefit your users now and in the future.

e) Describe how broken internet links are addressed.	See details below.

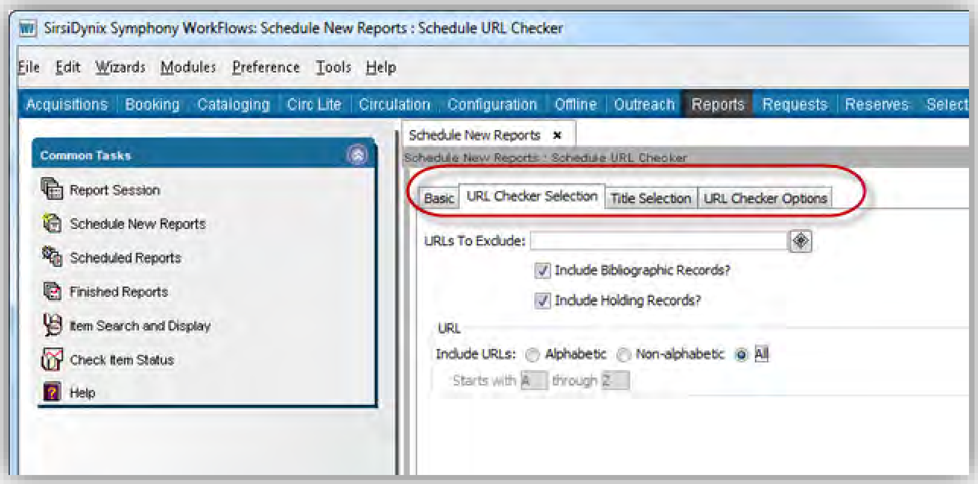
The URL in Symphony WorkFlows helps staff easily maintain URLs in the 856 tag of bibliographic records. Run-time options for the Symphony URL Checker report include:

- reporting valid URLs, or only those flagged as invalid
- updating the catalog URL links automatically when "referral" URLs are found
- limiting the URLs to be checked to those contained in records created, cataloged, or modified during a specified date range

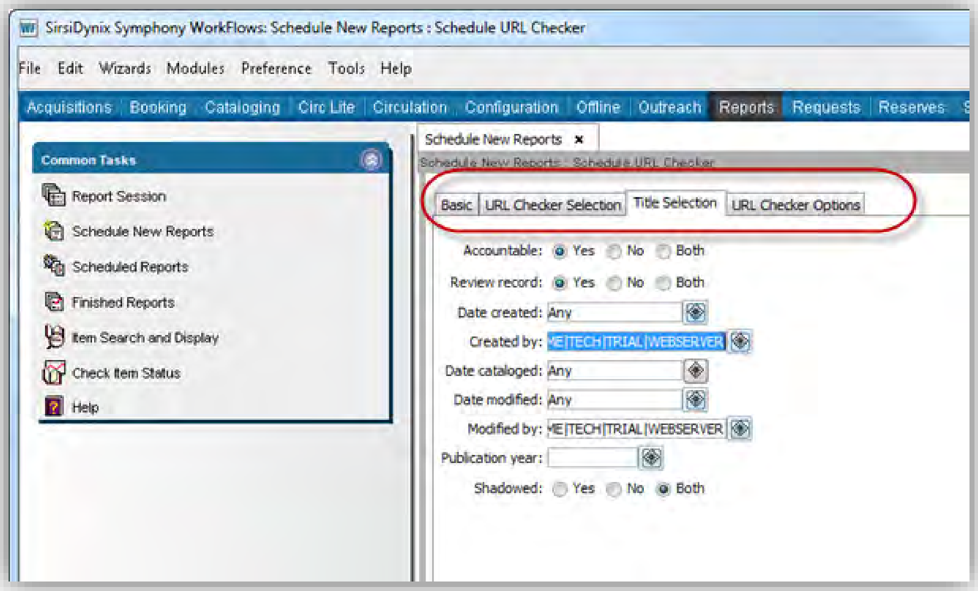
- excluding a list of particular URLs or domain names



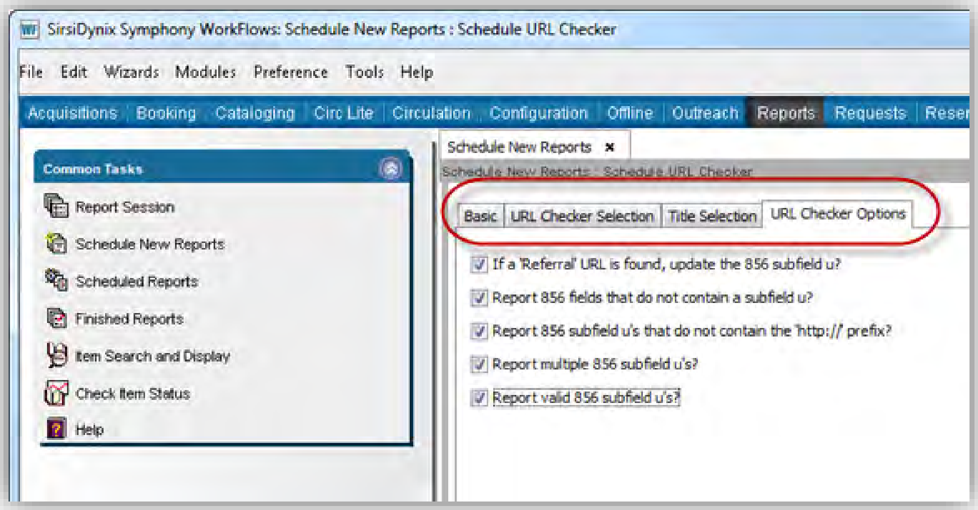
The URL Checker report creates a list of all valid MARC 856 Electronic Location and Access tags and determines whether the webpage associated with each 856 displays successfully or not. Different tabs allow staff to customize the report.



URL Checker Selection tab of URL Checker report.



Title Selection tab of URL Checker report.



URL Checker Options tab of URL Checker report.

<u>5.3.2 Record Display</u>	
a) Describe the retrieval and display options for bibliographic records available to staff.	See details below.

All fields in a MARC record can be indexed and searchable through specific searches, such as author or title, or a general search that searches all searchable fields. It is possible to set up eight search fields to be searched at one time with the use of Boolean operators to combine the search.

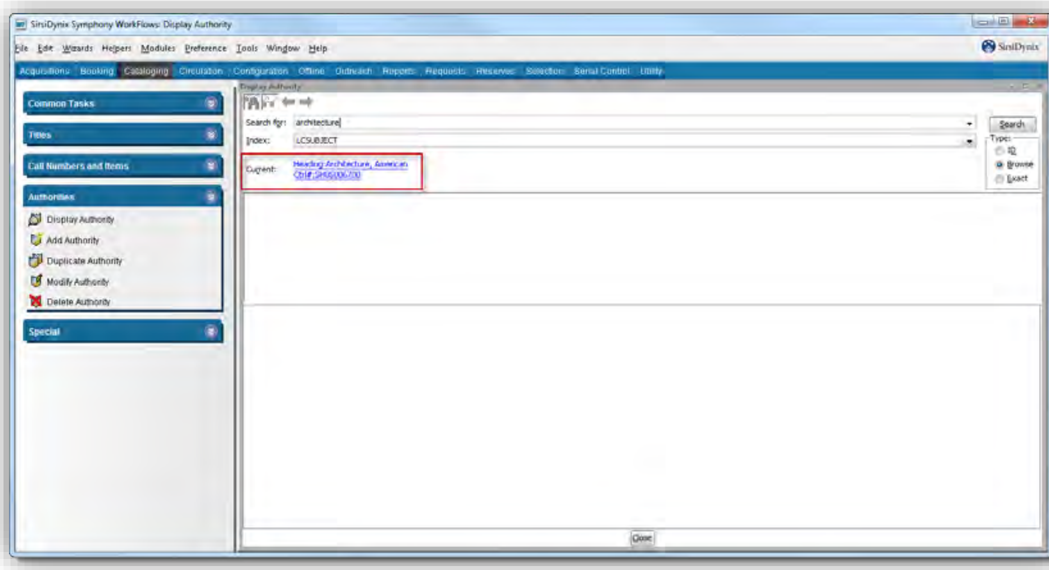
Symphony provided full text indexing. Every word in every field of your bibliographic records is indexed and searchable, so users can find a title by any word or words used in the description of any library item, even contents notes and abstracts. Your library can define how many and which indexes exist. It is possible to generate a full-text index for every field and subfield within the database. The library may choose to exclude certain fields and subfields. The index parameters may also vary based on the presence of a certain indicator.

b) Describe the retrieval and display options for authority records available to staff.	See details below.

Staff have access to browse, exact, and record ID search with the Display Authority wizard.

- Browse – Produces a list of authority terms in the alphabetic vicinity of the term you entered. Established authority headings in 1xx fields are preceded by an authority icon indicating that an authority record is associated with that heading. Unestablished headings in 4xx fields are preceded by a cross-reference icon. Established "See Also" headings in 5xx fields are not indexed in the browse list. Headings that have not been authorized in your library display with the UNAUTHORIZED tag in the browse list.
- Exact – Displays a single authority record.
- ID – Displays a single authority record retrieved by entering the record's authority ID.

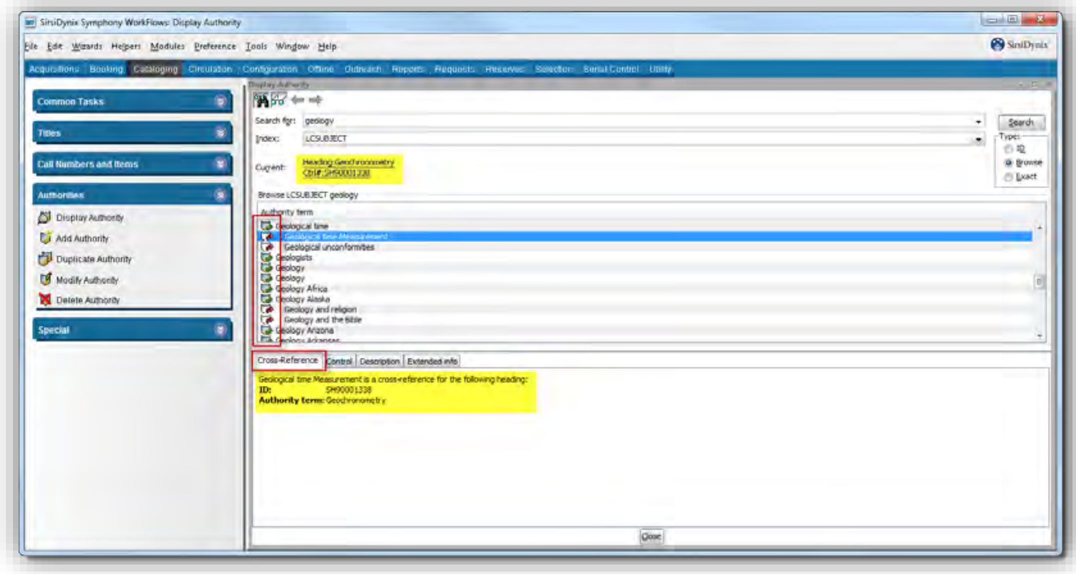
Also, the Current information link enables the operator access the last authority record displayed, modified, or added with a single click on the hyperlink.



The most recently accessed authority record can be viewed with a single click.

In the Authority Index list, select the heading index that will be searched.

When performing an authority browse search, established authority headings in 1xx fields are preceded by an icon indicating that an authority record is associated with that heading. Unestablished headings in 4xx fields are preceded by a cross-reference icon. Cross-reference information displays in the Cross-Reference tab.



Cross-reference headings are clearly identified as such by a redirect icon.

c) Is there a way to suppress records from public view?	See details below.

Libraries can use the shadow catalog to create and maintain MARC records that only library staff can view and that do not display in discovery tools. Records may be shadowed at three levels:

- **Title Level:** hides bibliographic data and all associated items
- **Call Number Level:** hides selected volumes and all associated copies
- **Copy Level:** hides selected copies

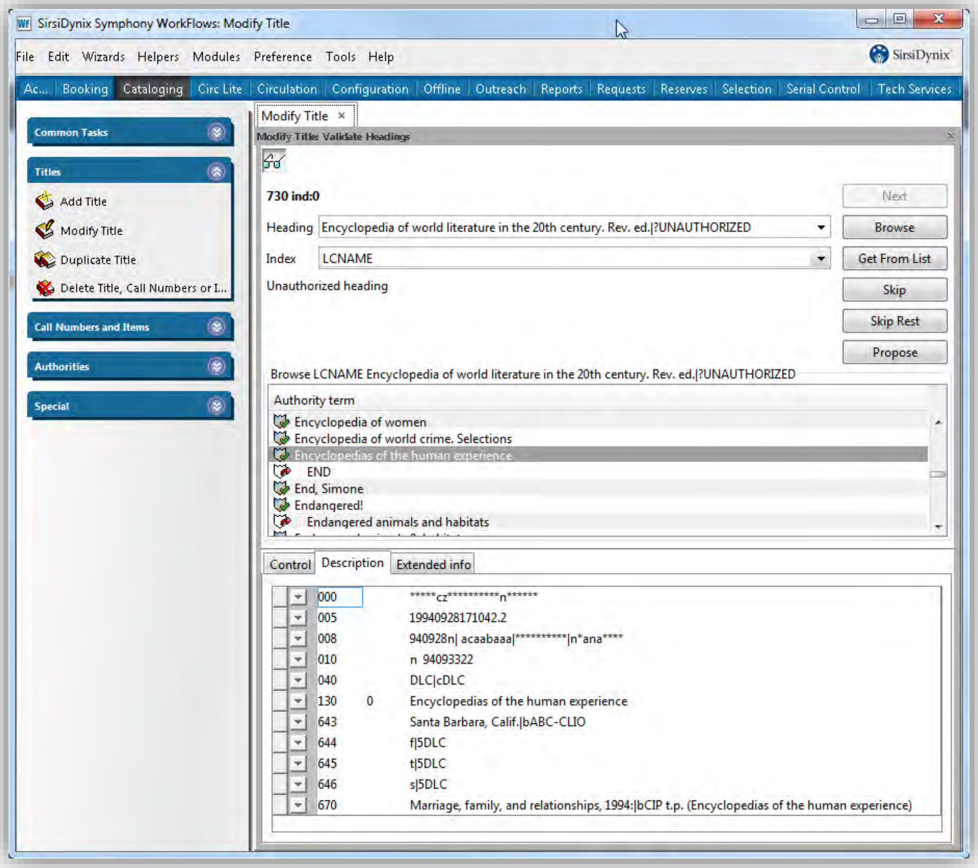
Libraries can also shadow an item by assigning it to a location previously defined as shadowed. To “unshadow” an item for display in the public catalog, just change its location or shadow setting.

Multi-layer shadowing is also available through the Symphony WorkFlows client.

5.3.3 Authority Control	
a) Describe the product’s authority control capabilities.	See details below.

The Authority Control module links authority-controlled bibliographic headings with corresponding authority records through an ANSI-standard thesaurus. Symphony's thesaurus:

- automatically generates the appropriate see and see also references that expand and redirect searches in the catalog.
- automatically changes linked bibliographic headings throughout the catalog whenever an authority record is added or changed.
- supports the WorkFlows tools catalogers use to maintain authority files, validate bibliographic headings as they are added or changed, and update all linked bibliographic headings by editing the authority record.



To streamline working with both bibliographic and authority records, authority control tools integrate with other cataloging tools in the same toolbar

Symphony's key authority control features include the following:

- The system supports multiple authority files, such as LC Names, LC Subjects, MeSH, LC Children's, and other standardized or local authorities.
- Symphony includes a machine-proposed authority feature based on the Standard for Machine-Proposed Authority Records, which requires systems to generate minimal-level authority records from entries in bib records. Staff can use the Validate Headings helper to propose an unauthorized MARC or UNIMARC heading for authorization. They can also propose a combined Name/Title heading to be authorized in both UNIMARC and MARC21 format.
- Symphony automatically "deblinds" references so that the catalog only displays references that lead to additional bibliographic entries.

Authority Control Reports and Utilities

Standard authority control reports automatically maintain authority files and generate reports for library staff. Common authority tasks include:

- **Loading Authority Records:** Your staff can batch load authority records using the Authority Import tool. This tool matches imported records against records in your catalog and overlays them according to your settings. For instance, you can preserve locally edited fields when records are overlaid.

- **Modifying Authority Records:** When you add a new authority record or modify the authorized (1XX) form of an existing authority record, the **Global Authority Change** tool updates authority record immediately. Changes to the authority record itself occur in real-time. A scheduled report applies the resulting changes to the affected bibliographic headings.
- **Flipping Authority Headings:** Symphony can easily flip authorized headings with their see references (4XX) using the Global Authority Change tool. This tool updates all the appropriate catalog records with the new authorized form of the heading and lists the previously authorized form in the see references. Before you run this report, you can generate a list of how many and which headings will be changed.

b) Which subject thesauri and subject headings are supported by the product?	See details below.

Symphony's Authority Control module allows libraries to load and maintain multiple authority files, including but not limited to LC Names, LC Subjects, MeSH, and locally defined thesauri.

The application of separate authority files to headings is controlled at the field level, rather than at the record level. The Authority Control module uses the field tag and, where applicable, the indicator (e.g., the second indicator as defined for some subject fields) to link headings to authority records from the appropriate source, based on policies defined by the library within Symphony. So, for example, a change to a MeSH subject heading would not affect a bibliographic subject heading linked to the LC subject authority file.

SirsiDynix Symphony also supports multiple call number classification schemes simultaneously. These include LC, DEWEY, SuDoc, and NLM. The library may also use these schemes to create custom schemes. For example: the library-created scheme LCPERIODICAL is the same as LC but will sort the inventory in *ascending* order.

SirsiDynix Symphony allows users to create separate policies, or filing rules, for different classification schemes within the same catalog. The system also provides for the proper filing of any exceptions to a given policy through the use of a "shelving key" for each call number. The shelving key field is an 80-character version of the call number, suitable for sorting. Otherwise invisible, the shelving key can be edited by library staff to place otherwise problematic call numbers in their proper location within the sorting sequence.

c) Describe how the product provides for cross-references between and among thesauri.	See details below.

Symphony allows cross referencing among thesauri. The authority thesaurus builds up to 1,000 cross references for leading terms. When working with a bibliographic record, the cataloger can use the Validation Helper to check headings against both main headings and cross-references in the authority file(s).

d) How are unauthorized headings dealt with by the product?	See details below.

As bibliographic records are being input or modified, the system alerts staff when an unauthorized heading is entered. Catalogers can then use a single keystroke to launch the Validation Helper, which will allow them to browse the authority file for a list of cross-references and partial or near matches and select the heading required. This validation process can also run, if preferred. Once catalogers identify the proper authority heading, a single keystroke places it in the relevant field of the bibliographic record. When it does not find a match in the authority file, the Validation Helper can automatically alert the cataloger. Catalogers can create a new authority record simply by using the Propose Authority option within the Validation Helper, without retyping the heading.

5.3.4 Location and other copy-specified	
a) Describe how the product is used to create records for sub-libraries or library branches.	See details below.

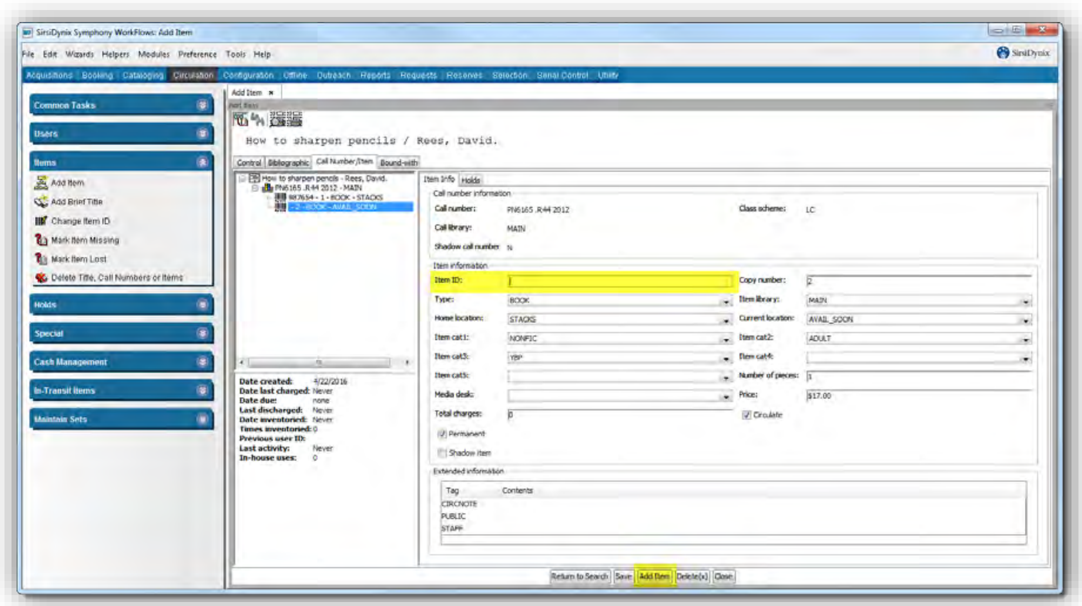
Symphony supports item record creation. Default values are populated in the item record based on the bibliographic record. When receiving items, you can simply specify the number of items related to the bibliographic record and Symphony will create the appropriate number of item records.

Each bibliographic record is dynamically linked (via a system-defined control number) to up to 9,999 call number / location records, each of which is linked to a functionally unlimited number of item (copy) records.

These items correspond to physical items circulating in your collection and include fields necessary to control and track circulation.

The Add Item tool allows operators to add as many items to the record as needed. All that is necessary is for operators to scan the new barcodes. They can also edit default item-level fields if needed.

The item ID, sometimes referred to as the barcode, uniquely identifies an item and is typically the human-readable number on the item's barcode. Auto-generated item IDs can be created by the system; Symphony first provides an automatically generated item ID for each copy in the form 9999-1001. The item ID can be updated with a real barcode number if desired.



Item ID is typically the item's barcode.

As soon as one copy is entered and the operator clicks Save, Symphony prompts to add another copy, review the current newly added copy, print a spine label, look up another title, or close out of the display. Symphony populates each new item with the current holdings information, like the current location, so that it is not necessary to cut and paste or otherwise copy from an existing item to a new item.

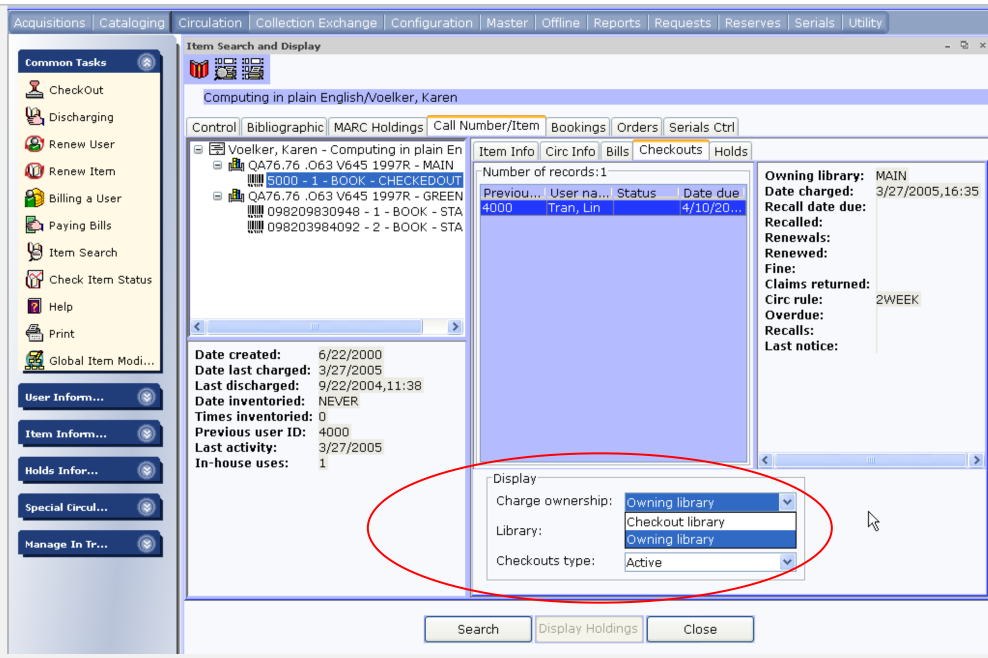
Staff can choose whether to add a copy automatically when adding a call number/volume record. This is a behavior property that can be turned on or off in the Duplicate Title tool. It can also be done when using the Call Number/Item Maintenance and Add Title tools.

b) How are records moved from one sub-library to another?	See details below.

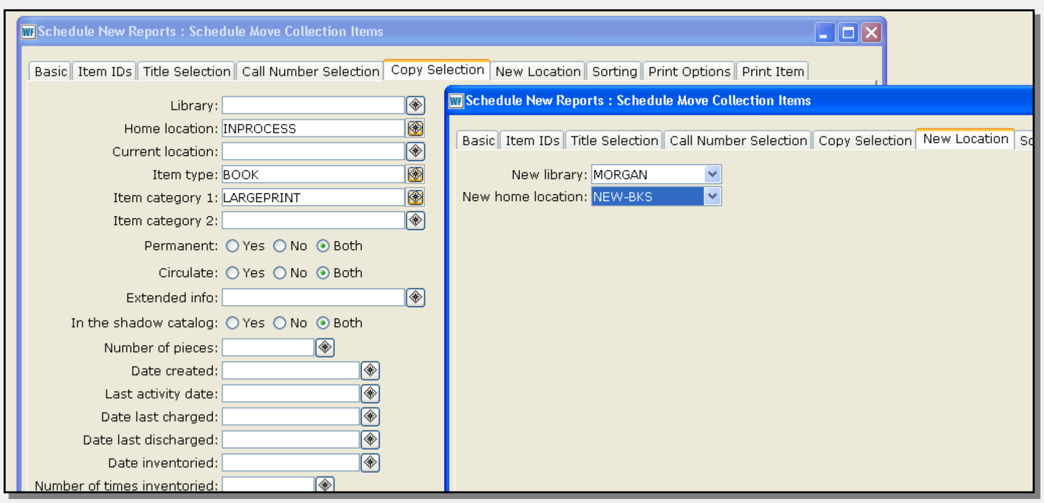
Location Policy designations allow staff to track where items are currently being held. Each item's Current Location displays when the item is searched. In SirsiDynix Symphony, a location is equivalent to an item status. For instance, item locations can be not just physical locations like STACKS, but also collections like NEWBOOKS or workflow statuses like CATALOGING.

Each item has a home location and a current location. The item is always at its home location unless it has been issued. The current location always reflects where the item is right now, whether it is on loan on not.

The Library staff can toggle between displaying the owning library and the checkout library. Note the following screen's lower right corner menus:



The Global Item Edit wizard offers a lookup feature that will enable the operator to search the catalog based on a variety of search criteria, and then apply a specified global change to each item in the records retrieved by the search, without the need to physically scan the item barcodes. For massive changes, such as in the example cited, though, a standard report would more typically be used. The Move Collection Items report is available to move copies from one branch or location to another in batch by globally changing the item/copy's home library and/or home location fields:



Items to be moved can be selected based on any combination of the criteria shown: library, location, item type, item category, last activity date, and so on.

c) Describe how shelf locations are designated. | See details below.

Item records represent physical objects in the library's collection. Each item record in the database and each item on the shelf are marked with a unique identifier that links them together, called the item ID.

SirsiDynix Symphony supports multiple classification schemes for items. A call number for an item record can be up to 40 characters long. It is possible to both search and browse by call number. Staff can use the Classification Policy record to control the treatment of call numbers in Symphony.

The system uses some attributes to determine sort order and others to format the call number display. From the List Policies window, you can create, display, modify, copy, or remove the Classification Policies. For each classification scheme.

The internal shelving key is automatically derived from the Sort Rule. For example, with Library of Congress classification, QA42 would sort before QA100. Standard Sort Rules delivered with the system include those for Dewey Decimal Classification, UDC, and Library of Congress classification schemes.

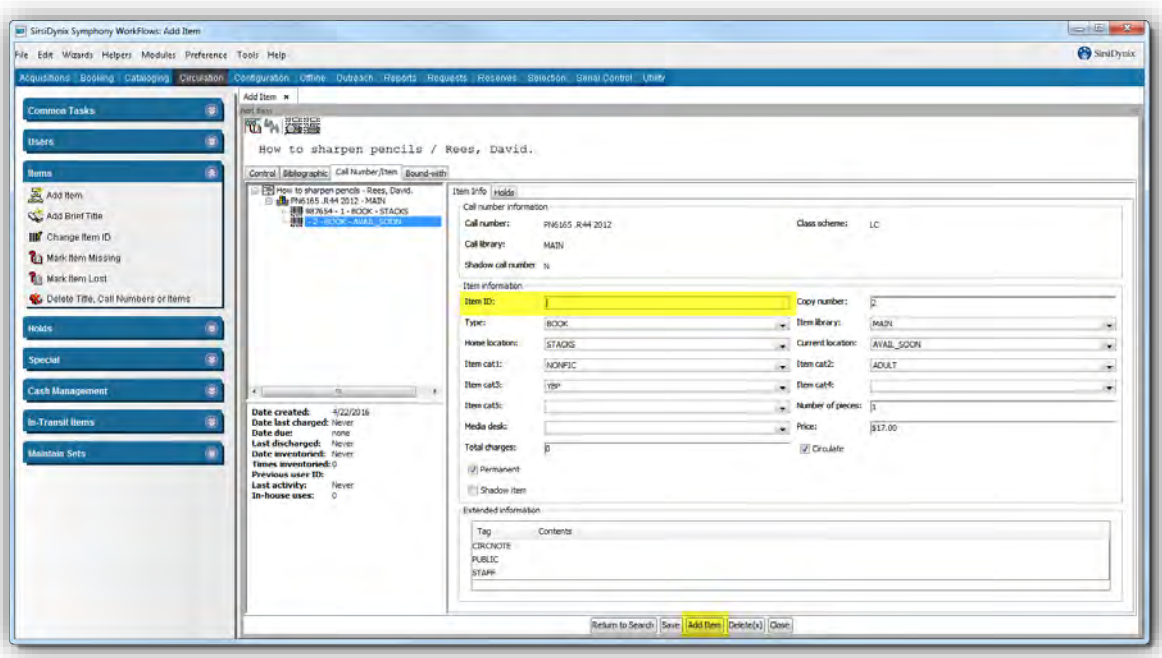
5.3.5 Item/Piece information	
a) Describe how the product supports the creation and storage of physical item/piece information related to a bibliographic entry.	See details below.

Symphony supports item record creation. Default values are populated in the item record based on the bibliographic record. When receiving items, you can simply specify the number of items related to the bibliographic record and Symphony will create the appropriate number of item records.

Each bibliographic record is dynamically linked (via a system-defined control number) to up to 9,999 call number / location records, each of which is linked to an unlimited number of item (copy) records. These items correspond to physical items circulating in your collection and include fields necessary to control and track circulation.

The Add Item tool allows operators to add as many items to the record as needed. All that is necessary is for operators to scan the new barcodes. They can also edit default item-level fields if needed.

The item ID, sometimes referred to as the barcode, uniquely identifies an item and is typically the human-readable number on the item's barcode. Auto-generated item IDs can be created by the system; Symphony first provides an automatically generated item ID for each copy in the form 9999-1001. The item ID can be updated with a real barcode number if desired.



Item ID is typically the item's barcode.

As soon as one copy is entered and the operator clicks Save, Symphony prompts to add another copy, review the current newly added copy, print a spine label, look up another title, or close out of the display. Symphony populates each new item with the current holdings information, like the current location, so that it is not necessary to cut and paste or otherwise copy from an existing item to a new item.

Staff can choose whether to add a copy automatically when adding a call number/volume record. This is a behavior property that can be turned on or off in the Duplicate Title tool. It can also be done when using the Call Number/Item Maintenance and Add Title tools.

Holdings Records
Symphony can use embedded holdings records to create copies upon import. Once stored in the Symphony database, holdings records are typically used for display in the OPAC. For instance, the Library can link MARC holdings records to bibliographic records to create summary displays. These records can be updated automatically as items are received (checked in) through the Serials Control module but are not used for inventory control.

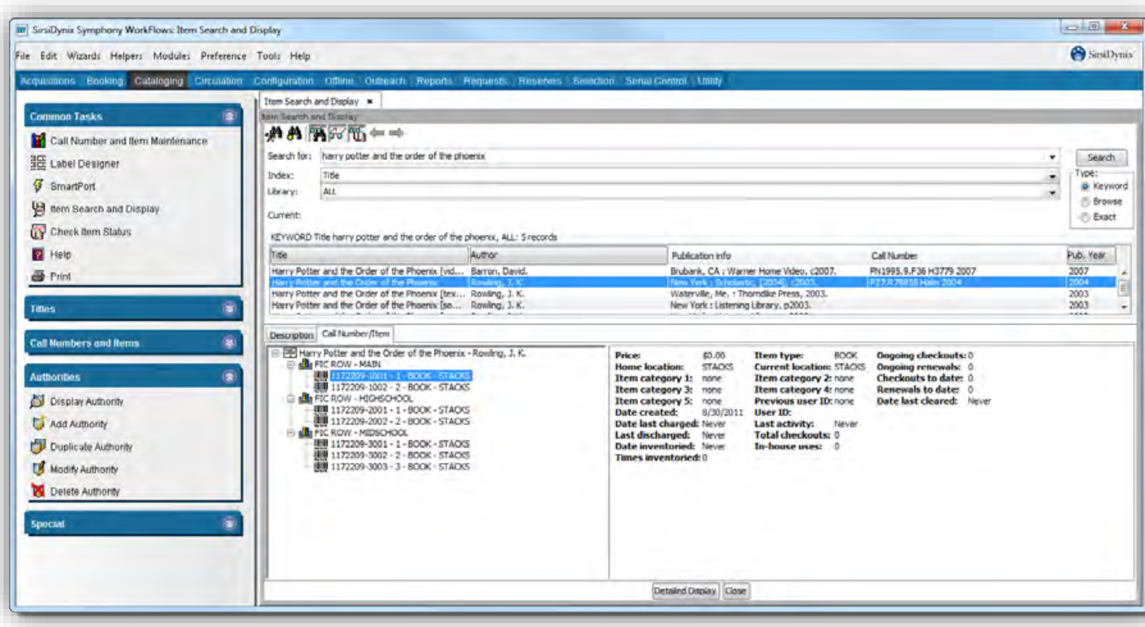
Item-Level Data Elements

The Symphony item/copy-level record contains the following fields:

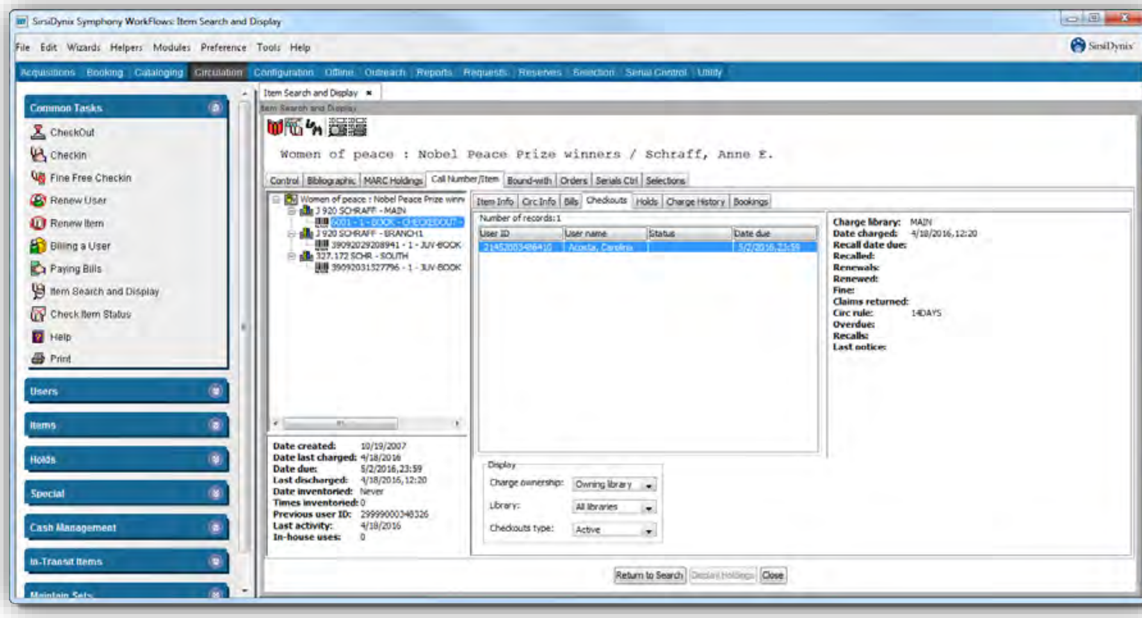
- **Barcode/Item ID**: Used as the primary identifier for an item.
- **Copy number**: If a call number has more than one copy, the copy number is used to differentiate between copies.
- **Type of material, such as 'Book'**: The item type is crucial for circulation rules and is often used for selection in reports.
- **Item library**: Identifies which institution or branch owns the item.
- **Home location—such as 'Shelves'**: Identifies the item's default location policy (usually more specific than owning library). Locations determine whether an item is available or holdable.
- **Current location—such as 'Binding', 'On-loan'**: Identifies the item's current location. Frequently used to select items for reports.
- **Item category 1**: Statistical category, customizable by the Library.
- **Item category 2**: Statistical category, customizable by the Library.
- **Item category 3**: Statistical category, customizable by the Library.
- **Item category 4**: Statistical category, customizable by the Library.
- **Item category 5**: Statistical category, customizable by the Library.
- **Media desk**: For libraries with the Materials Booking module, identifies the media desk policy associated with the item.
- **Total charges**: The number of charges over the item's history.
- **Number of pieces**: Identifies the number of pieces for an item (e.g., anatomy sets
- **Permanent flag**: Identifies whether an item is part of the Library's cataloged collection. Temporary items include ILL or reserve materials on loan.
- **Price**: Typically the price reported by the publisher along with the ISBN when the title was cataloged.
- **Shadow item flag**: Identifies whether the item is suppressed from the public catalog.
- **Circulation flag**: Identifies whether the item will circulate.
- **Date created**: Date the item was created in the catalog.
- **Date last charged**: Date the item was last charged to a user.
- **Date due**: If the item is charged, the date it is due back to the Library according to the assigned circulation policy.
- **Last discharged**: Date the item was last returned to the Library.
- **Date inventoried**: Date the item was last scanned as part of inventory process.

- **Times inventoried**: Number of times the item has been scanned as part of inventory process.
- **Previous user ID**: ID of the last user to check out the item.
- **Last activity**: The last date an item was charged, discharged, inventoried or marked for in-house use.
- **In-house uses**: Number of times the item has been scanned for in-house use.
- **Classification scheme**: The call number policy associated with the item.
- **Call library**: The library associated with the item’s call number.
- **Shadow call number**: Indicates whether the item’s call number is suppressed from the catalog.
- **Total bills**: Number of bills associated with the item. Bill details are also linked to the item record.
- **Comments**: Descriptive, as added by the Library.
- **Orders**: Number of orders associated with the item. Order details are also linked to the item record.
- **Controls**: Number of serials control records associated with the item. Serials control records are also linked to the item record.
- **Checkouts**: Number of checkouts associated with the item. Checkout details are also linked to the item record.
- **Bookings**: Number of bookings associated with the item. Booking details are also linked to the item record.
- **Holds**: Number of holds associated with the item. Hold details are also linked to the item record.
- **Any number of user-defined notes or comments**: Descriptive fields, customizable by the Library.

In addition, the item record maintains links to related records, such as current borrower, reservations list, and outstanding fines. When viewing an item record, an authorized user can view an associated bibliographic, user, or order record with only a single keystroke.



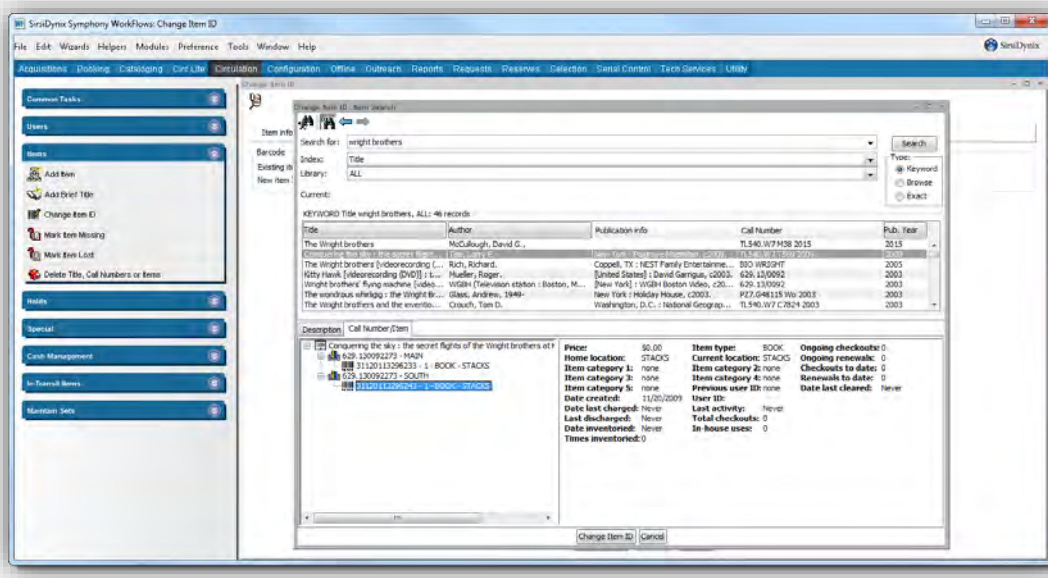
Information is organized by tabs for quick and intuitive access to the needed data.



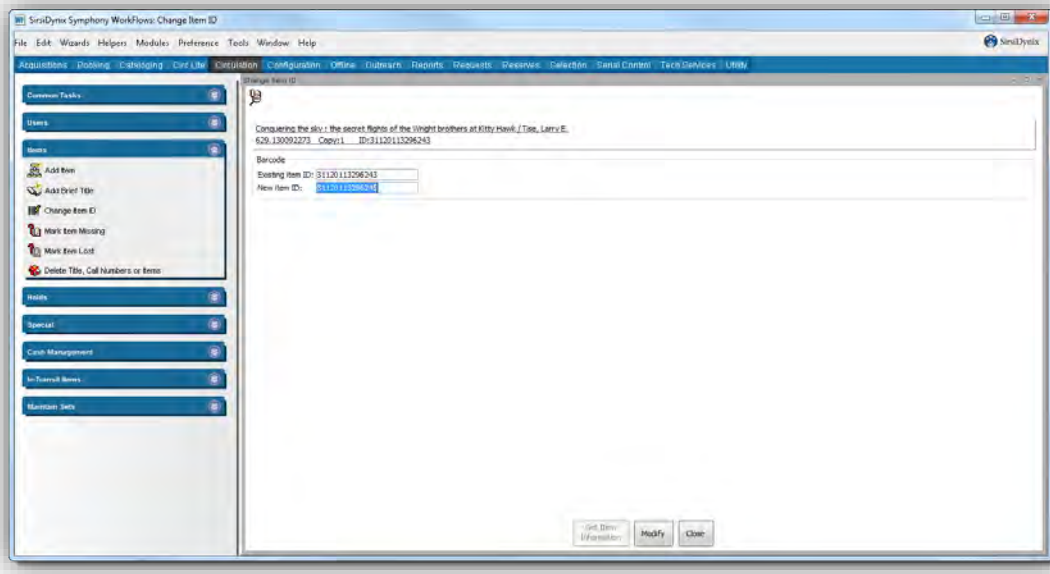
The detailed display view of a sample Item record, showing current circulation data.

b) What process is used to replace item barcodes? | See details below.

Authorized staff have access to The Change Item ID screen from which they can easily change an item's barcode to a new value.



From the Change Item ID screen, users can select an existing item (above) and create a new barcode (below)



From the Modify Due Dates screen, you can easily change the due date for one or more checked out items.

5.3.6 Import, export, and batch loading	
a) Describe how the product imports a bibliographic record in real time.	See details below.

Symphony can import bibliographic records using the Load Bibliographic Records report and Z39.50 connections to public and subscription records repositories.

Symphony Workflows includes a **Bibliographic Record Loader** to transfer records you import from any MARC compliant source to your library's local catalog. Multiple load parameters can be established to accommodate ongoing loading of records from multiple sources, defining:

- whether existing records in the database will be updated or new records added
- if the OCLC# or other control number in the record should be used as the title control key
- in which fields the appropriate call number and holdings information is to be found
- whether any unwanted fields in the records are to be discarded

Embedded holdings data in the MARC record are used to generate copy level data in the catalog.

SirsiDynix's SmartPORT uses the Z39.50 communications standard to streamline the process of searching and capturing bibliographic and authority records for use in cataloging and acquisitions in SirsiDynix Symphony.

SmartPORT allows real-time capturing and loading of MARC bibliographic and authority records from any Z39.50-compliant server directly into the library's catalog.

With SmartPORT, technical services staff can perform the following tasks easily, without even exiting the application:

- Search multiple Z39.50 bibliographic resources using familiar commands and displays.
- Capture new MARC records directly into the cataloging workform.
- Overlay brief order records with complete MARC catalog records.
- Save MARC records for later professional review and loading.
- Post holdings for captured records back to OCLC in real time.

The Z39.50 search screen is available in a separate window that can be opened simultaneously with cataloging workforms. Once a MARC record is captured, it is placed directly into the cataloging workform for staff to review. Records may also be viewed directly within the SmartPORT client for approval or rejection. Approved records are then immediately loaded into the catalog server with all default holdings information interpreted and loaded into the item database.

SmartPORT has three separate methods for handling the catalog match points specified by the library for loading records into SirsiDynix Symphony.

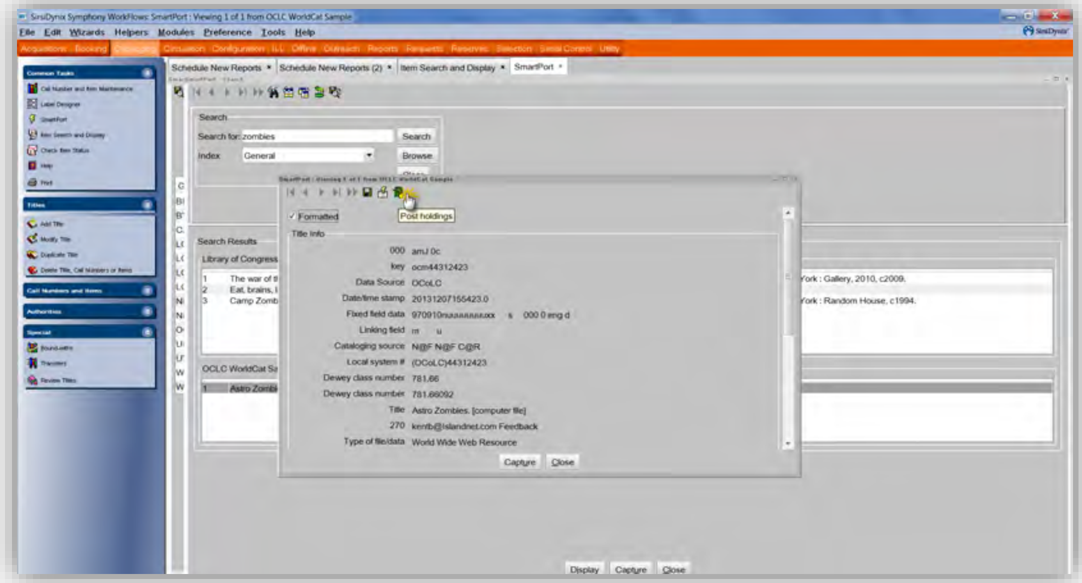
- **Non-matching records** – When no matching record is found in the catalog, SmartPORT places the new record in a cataloging workform, and creates a new title record, ready for editing, based on library defined policy.
- **Matching records** – When a match record is found in the catalog, SmartPORT places the new record in a cataloging workform, ready for editing. In addition, SmartPORT displays a dialogue box containing information on the record that it matched. The new record can be either accepted and merged with the original record, or rejected.
- **Replace current record** – SmartPORT may also be configured not to use any match points when loading new records. Instead, the matching record would be one selected by the staff member at the time of capture. This feature is particularly useful, for example, when overlaying brief records created during the acquisitions process.

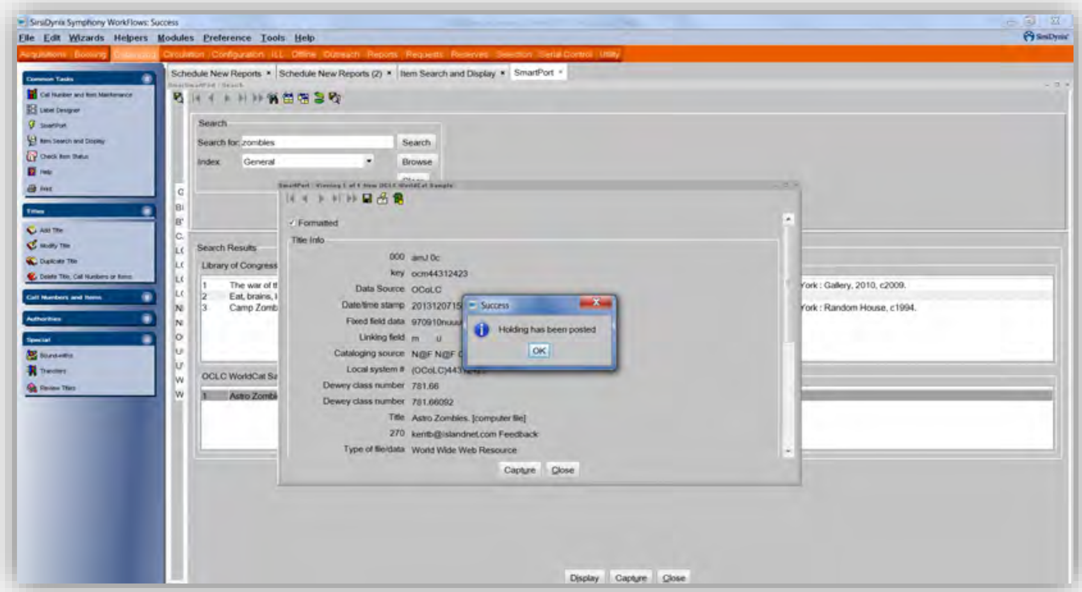
SmartPORT also has the facility to capture authority records from Z39.50 sources. When capturing authority records staff can specify whether they wish to:

- **Replace current authority record** – The captured authority record will replace the last authority record selected in WorkFlows.
- **Match and load** – The system will search for a matching record to be identified by a number of criteria, including control numbers from the 001, 010, or 035 MARC authority tags. If no match is found, a new record will be created and assigned the first title control number source listed for which an entry is found in the incoming record.

SmartPORT is capable of automatically updating the OCLC WorldCat with the library's code when bibliographic records are imported. This function is called "Post Holdings."

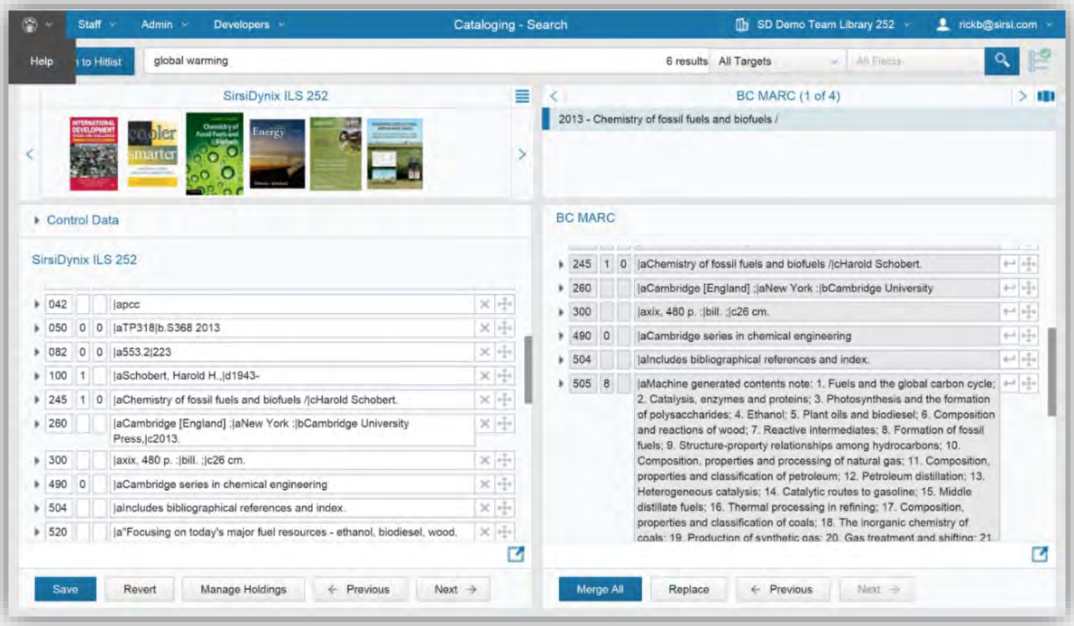
To use this feature, display the record and click Post Holdings. The wizard sends the OCLC record control number to the OCLC server. OCLC adds the library's institutional symbol associated with your OCLC login to the master record in WorldCat. OCLC archives a copy of the master record for the library. The SmartPORT wizard then responds with a confirmation dialog box indicating that holdings have been posted.





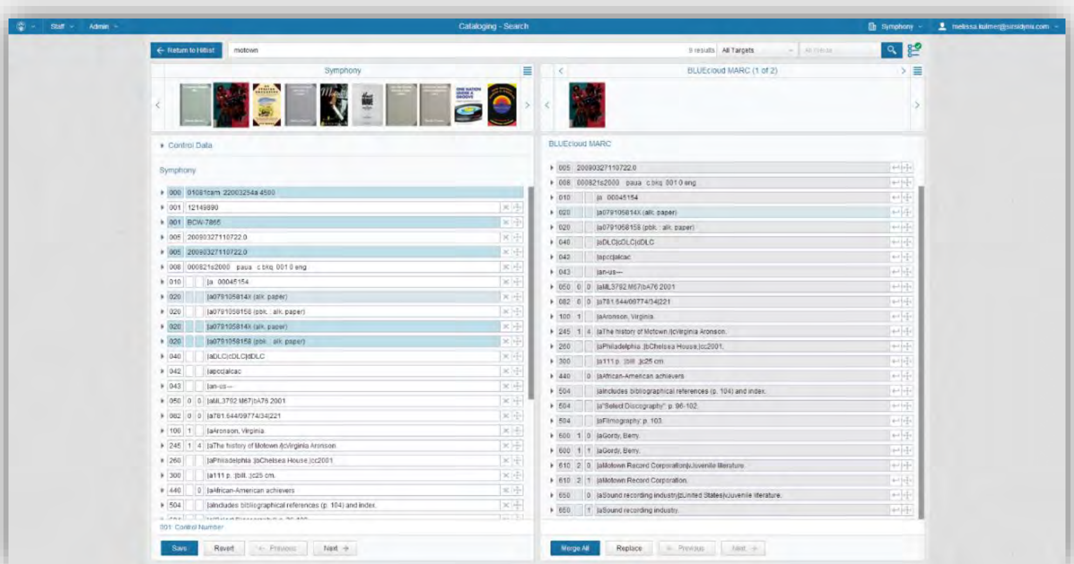
BLUEcloud Cataloging

Managing your bibliographic records is easier than ever with BLUEcloud Cataloging. You can search multiple indexes at once and quickly add new bibliographic records to your library's catalog through a Z39.50 connection.

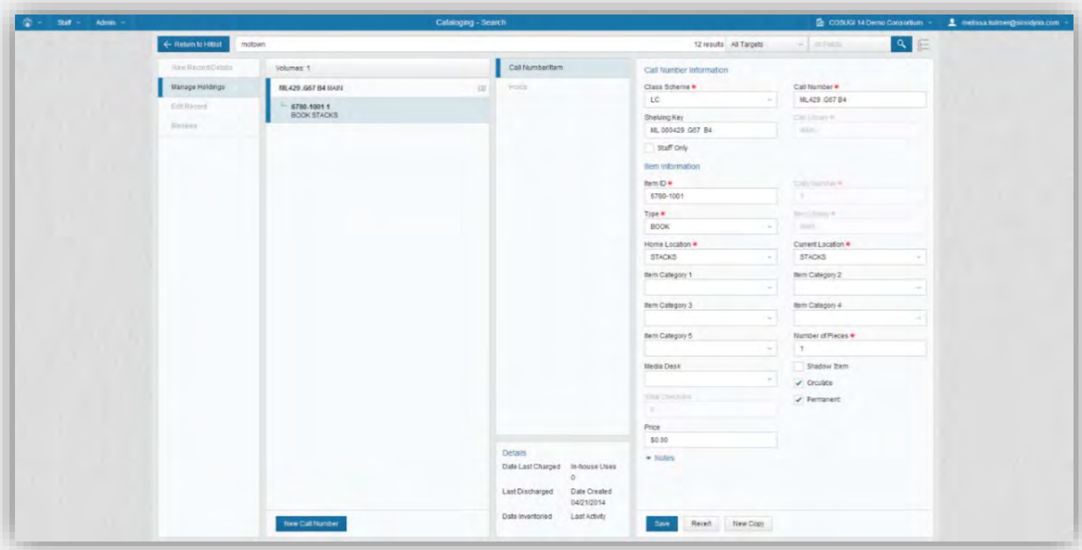


The interface for BLUEcloud Cataloging, where you can compare your catalog's bibliographic record with the same title in another database, and then import only the data you need.

BLUEcloud Cataloging takes the fuss out of cataloging changes. Copy MARC fields to titles in your catalog just by dragging and dropping. Then save yourself time by creating items in batch. You'll finish your cataloging faster, giving you more time for your many other duties.



Select only the MARC tags that you want to add to your library catalog, and drag and drop them to your catalog's record. New tags are highlighted for easy distinction.



Quickly create holdings for your library, either individually or in batch; once you save these changes, your holdings will be automatically updated in Enterprise.

b) How are vendor supplied records imported?	See details below.

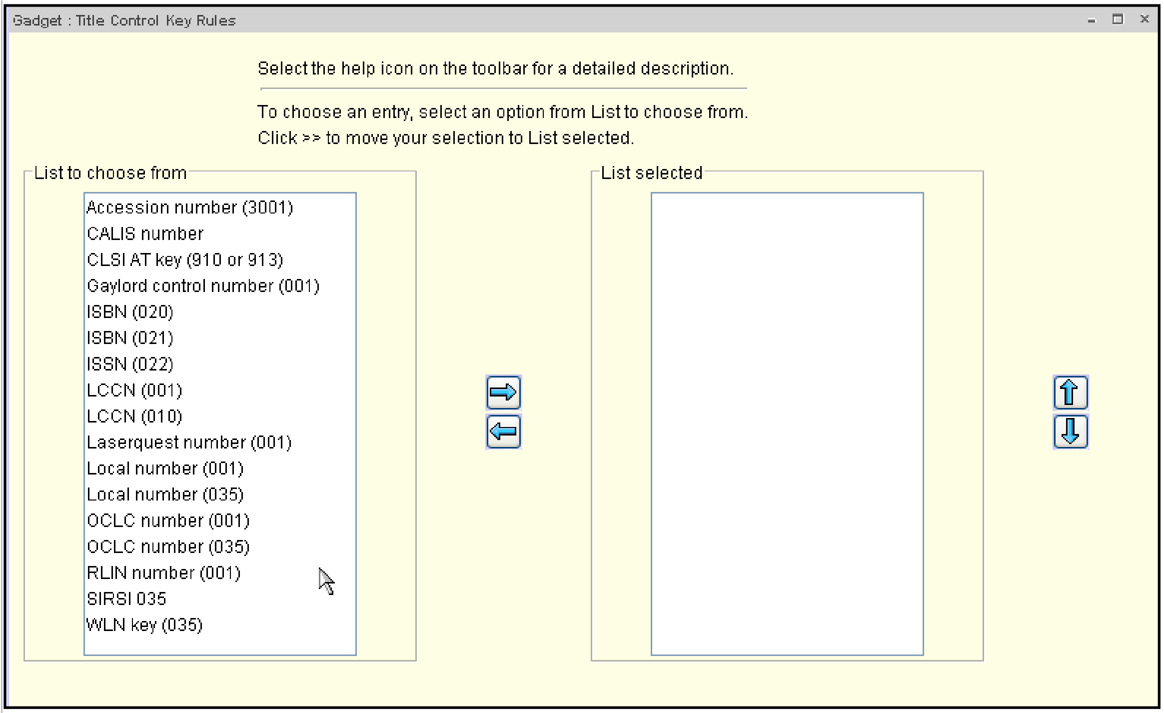
Symphony can import and output full MARC records. It is possible to load records using MARC21, USMARC, and UKMARC and have all these types of MARC records (as well as non-MARC records) coexist on the same database, with the end-user unable to distinguish between them. Because these formats can coexist, libraries can avoid the complex and costly conversion process.

The Bibliographic Record Loader (Bibloader) can transfer standard MARC records from any bibliographic utility, such as OCLC, BiblioFile, or a CD-ROM database. SirsiDynix Symphony can import from any source of bibliographic records worldwide, an ability included as standard with Symphony purchases.

Libraries can import MARC records without manipulating them. Records in non-MARC formats may need to be reformatted before being imported. This can be undertaken either by the library or by SirsiDynix, depending upon the degree of reformatting required. Depending upon the degree of work involved, we may make a charge for our professional time.

The Bibloader is used to load batches of records received through tape, disk, ftp, and so on. (The medium on which the records are received is transparent to the software.) The Bibloader can be profiled for each data load, and can be profiled separately for each library loading data. Each Bibload profile may be saved as a template, so you may re-use it over and over without having to answer the profiling questions each time. The library may also schedule the loader to run in unattended mode on their own schedule.

Multiple separate load parameters can be established to accommodate ongoing loading of records from multiple sources.



Staff use the above screen to select the Title Control Number source for incoming items

Staff also select the desired Rule to be used with the load:

Rule 1

Incoming records will be compared with records already in the system.
When a record is new to the system, it will be created.
When an incoming record matches a record in the system, it will not load. It will be reported as error.

Rule 2

Incoming records will be compared with records already in the system.
When a record is new to the system, it will be created.
When an incoming record matches a record existing in the system with a "date cataloged" of NEVER, the existing record will be updated according to other specified settings.
When an incoming record matches an existing record with a date in the "date cataloged" field, it will not load. It will be reported as an error.

Rule 3

Incoming records will be compared with records already in the system.
When an incoming record matches a record existing in the system with a "date cataloged" of NEVER, the existing record will be updated according to other settings in this report.
When an incoming record is new to the system or when an incoming record matches an existing record with a date in the "date cataloged" field, it will not be loaded. It will be reported as an error.

Rule 4

Incoming records will be compared with records already in the system.
Records that are new to the system will be created, and records that match existing records will be updated according to other settings in this report.

Rule 5

Incoming records will be compared with records already in the system.
When an incoming record matches a record already in the system, the existing record will be updated according to other settings in this report.
Records that are new to the system will not be loaded. They will be reported as errors.

A wide range of keys can be specified for the match to operate on. These include, but are not restricted to:

- ISBN/ISSN
- OCLC number
- BNB number
- LCCN number

Parameters can also be used to determine:

- Whether existing records in the database will be updated or new records added.
- If the OCLC# or other control number in the record to be loaded should be used as the title control key.
- In which fields the appropriate call number and holdings information is to be found.
- Whether any unwanted fields in the records are to be discarded.
- Embedded holdings data in the MARC record are used to generate copy level data in the catalog.
- There is also a catalog merge utility whereby specified fields can be appended to an existing record if a match is found.

SmartPort

SirsiDynix's SmartPort uses the Z39.50 communications standard to streamline the process of searching and capturing bibliographic and authority records for use in cataloging and acquisitions in SirsiDynix Symphony.

SmartPort allows real-time capturing and loading of MARC bibliographic and authority records from any Z39.50-compliant server directly into the library's catalog.

With SmartPort, technical services staff can perform the following tasks easily, without even exiting the application:

- Search multiple Z39.50 bibliographic resources using familiar commands and displays.
- Capture new MARC records directly into the cataloging workform.
- Overlay brief order records with complete MARC catalog records.
- Save MARC records for later professional review and loading.
- Post holdings for captured records back to OCLC in real time.

The Z39.50 search screen is available in a separate window that can be opened simultaneously with cataloging workforms. Once a MARC record is captured, it is placed directly into the cataloging workform for staff to review. Records may also be viewed directly within the SmartPort client for approval or rejection. Approved records are then immediately loaded into the catalog server with all default holdings information interpreted and loaded into the item database.

SmartPort has three separate methods for handling the catalog match points specified by the library for loading records into SirsiDynix Symphony.

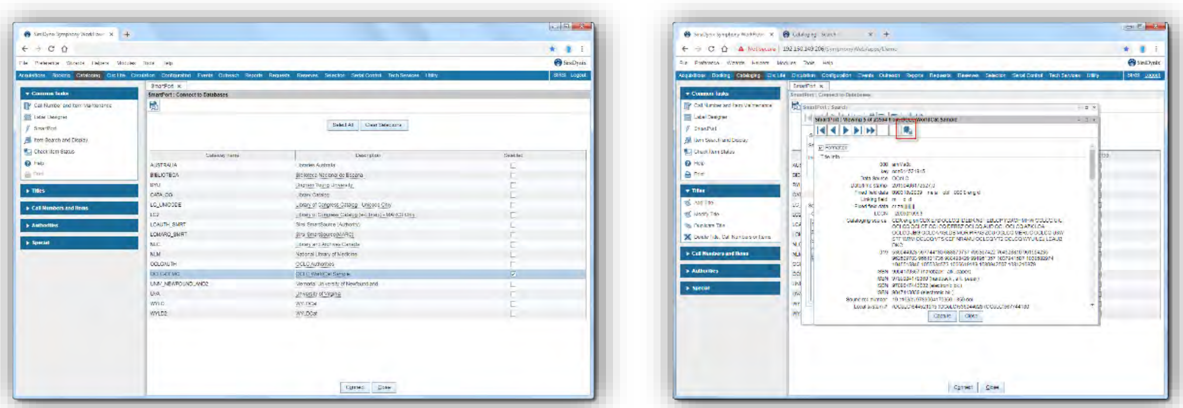
- **Non-matching records –** When no matching record is found in the catalog, SmartPort places the new record in a cataloging workform, and creates a new title record, ready for editing, based on library defined policy.
- **Matching records –** When a match record is found in the catalog, SmartPort places the new record in a cataloging workform, ready for editing. In addition, SmartPort displays a dialogue box containing information on the record that it matched. The new record can be either accepted and merged with the original record, or rejected.
- **Replace current record –** SmartPort may also be configured not to use any match points when loading new records. Instead, the matching record would be one selected by the staff member at the time of capture. This feature is particularly useful, for example, when overlaying brief records created during the acquisitions process.

SmartPort also has the facility to capture authority records from Z39.50 sources. When capturing authority records staff can specify whether they wish to:

- **Replace current authority record** – The captured authority record will replace the last authority record selected in WorkFlows.
- **Match and load** – The system will search for a matching record to be identified by a number of criteria, including control numbers from the 001, 010, or 035 MARC authority tags. If no match is found, a new record will be created and assigned the first title control number source listed for which an entry is found in the incoming record.

SmartPort is capable of automatically updating the OCLC WorldCat with the library's code when bibliographic records are imported. This function is called "Post Holdings."

To use this feature, display the record and click Post Holdings. The tool sends the OCLC record control number to the OCLC server. OCLC adds the library's institutional symbol associated with your OCLC login to the master record in WorldCat. OCLC archives a copy of the master record for the library. The SmartPort tool then responds with a confirmation dialog box indicating that holdings have been posted.



SmartPORT allows you to select WorldCat as a Z39.50 target (left) and post holdings (right).

c) Describe how EDI works with your product.	See details below.

The EDI Transaction Manager transfers order and subscription information between your library and your vendors using standard transaction sets such as EDIFACT and X12. This suite of reports interacts with the Acquisitions and Serials modules to send, receive, and confirm delivery of EDI transmissions.

Symphony users record EDI information on the vendor record of EDI-capable vendors. The data stored in these EDI address fields include the type of transfer (e.g., FTP), login and password information, and directories where the files are to be placed and picked up. Symphony reports use this information to automatically transmit X12 transaction files, such as orders and claims, to each EDI-capable vendor, rather than printing them for standard mail.

Symphony also uses the login and directory information in the vendor EDI address fields to connect to the vendor's system via FTP. The system automatically retrieves EDI functional acknowledgment files, invoices, claim responses, and other types of data and downloads them to the appropriate Symphony directories.	
d) What methods are available for exporting bibliographic data?	See details below.

Staff can export and import data from and to Symphony using a variety of methods:

- Data can be extracted in basic flat ASCII text, making it available for loading into any external desired application.
- Bibliographic records in MARC exchange format
- User records in pipe-delimited format
- Web Services in XML format
- Symphony API server in Symphony transaction format (additional details below)

Symphony also includes a number of conversion tools that can be used to reformat the data before loading. The Symphony reports module is used to provide a graphical user interface for many of these import/export functions.

SirsiDynix also provides an optional Application Programmable Interface (API) to all modules of the Symphony system. The API enables certified users to perform interactive input and output to Symphony. All data elements of the integrated system can be retrieved and/or updated using these tools. Because it uses established templates and pre-determined database relationships, our API makes constructing reports and other database management tasks quick and easy. SirsiDynix offers an API package that includes complete training classes, full electronic documentation, API consulting support, listserv and web forum subscriptions and a special Help Desk for its API.

e) Describe how you accommodate batch loading records from an external system, for example OCLC.	See details below.

As noted above, the Bibliographic Record Loader (Bibloader) can transfer standard MARC records from any bibliographic utility, such as OCLC. SirsiDynix Symphony can import from any source of bibliographic records worldwide, an ability included as standard with Symphony purchases.

Many SirsiDynix Symphony customers also use OCLC Connexion. Some of those customers use Connexion to generate a file containing bibliographic records, which they then load into the system using the Load Bibliographic Records report. Other customers create a connection to the service using Symphony's built-in SmartPort Z39.50 utility. Symphony can connect with any accessible Z39.50 cataloging utility or record repository to which your library has access, whether a subscription service or a public resource.

5.4 Acquisitions	
a) The Acquisitions Module must be fully integrated with the OPAC, along with the other staff modules. Changes made from within the Acquisitions module shall be reflected throughout the database.	Y
b) Each order record must be automatically and dynamically linked to a bibliographic record.	Y
c) The system shall be capable of accepting new bibliographic information about a title at any time after order placement or when its receipt is recorded.	Y
d) In order to create an order record an operator shall be able to obtain a bibliographic record in several ways:	
I. By using an existing library record via searching the library database by any library-defined access point available elsewhere in the system (including all numeric match points as well as via keyword).	Y

II. By searching a remote Vendor databases using a Web Services protocol and saving a MARC record and beginning the ordering process.	Y
III. By manually keying in the bibliographic information into a blank or template bibliographic record.	Y
IV. By downloading the information from a library materials vendor, which can also include specific item order information, and invoicing data (EDI accessible vendors, such as Ingram).	Y
V. Via on-line based MARC21 database resources.	Y
VI. Directly from bibliographic utilities (e.g., OCLC and RLIN).	Y
e) Describe the data access points in the Acquisitions module.	See details below.

The acquisitions module uses the interaction of fund, vendor, order, and invoice records to provide your library with a range of capabilities. The acquisitions module allows libraries to create and track fund accounts, store detailed information on each vendor, order and track materials through receipt, invoice, and payment. Acquisitions is fully integrated with the rest of the Symphony system; acquisitions information may therefore be linked with bibliographic and serial control records, if desired, allowing bibliographic details to be linked to an order to be simultaneously transferred and stored into the main catalog and can be edited and updated using the facilities of the Bibliographic and Inventory Control (Cataloging) module.

Similarly, existing bibliographic records of the database can be used as the basis for creating new orders, without the need to re-type the data. When placing an order, a fund record representing the budget from which the material is to be purchased and a vendor record representing the source of the material are identified. The material to order is described either by entering vendor-specific information such as a vendor title number in the order record or by linking an existing bibliographic description to the order. If an order is linked to a bibliographic record, materials on order can be searched in the full-text index of either the standard or shadow catalog.

f) Describe the different material types, acquisition types, and order types available in the system.	See details below.

The acquisitions module tracks the purchase of materials through ordering, claiming, receiving, invoicing, and processing and is used to manage all aspects of ordering, financial accounting and payment, including the creation and maintenance of fund and vendor record updating, order processing, claims and cancellations and invoicing. In addition to the standard settings provided, staff can define any number of material, acquisition, and order types. For instance, staff can select the order type, indicating whether it is a firm, standing, blanket, prepaid, or gift order (or any other).

g) Describe how the system automatically checks for duplicate orders based on any indexed field. Changing fields for duplicate detection must be a local choice not requiring programmer intervention.	See details below.

Your library can define the match points considered for the identification of potential duplicate orders. Duplicate checking for these transactions takes place at the point of initial creation. For example, duplicate checking for a title placed on order would take place when the record was created, either manually or loaded using SmartPORT or the Load Bibliographic Records report.

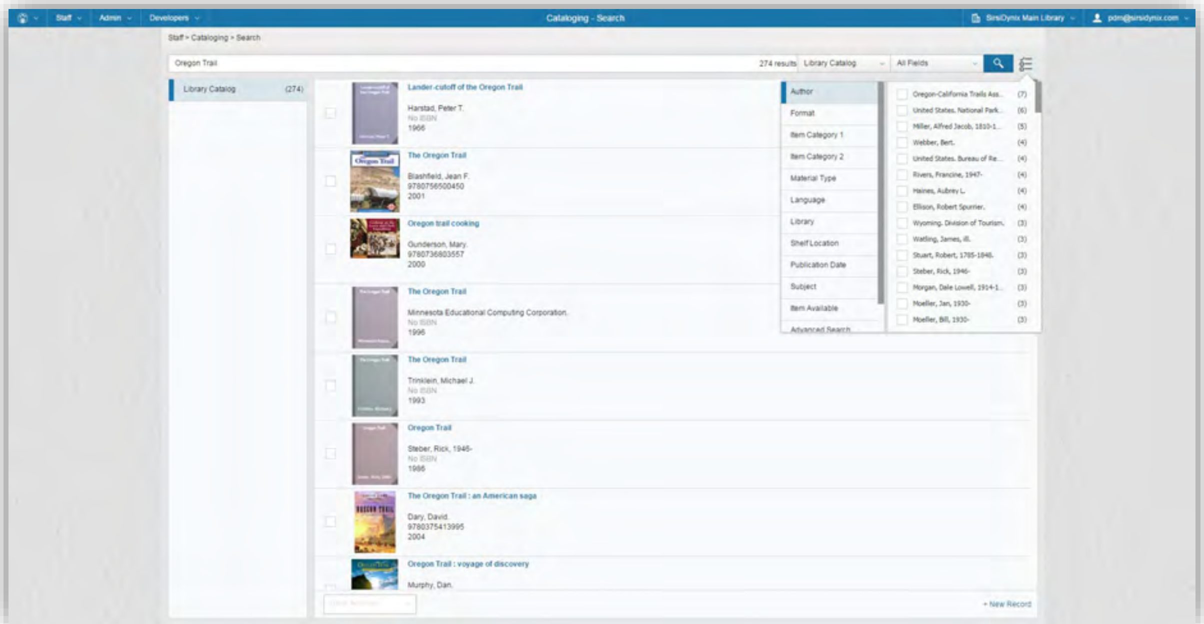
h) To facilitate order entry, a large amount of data must be "defaulted" into a template so that it is unnecessary to key the same information repeatedly (e.g. if a group of orders is being sent to one vendor, then the vendor code need be keyed only once for the group). The library must have the option to establish and maintain at least 100 different default templates.	Y
i) The system must also allow the establishment of an indexed variable field containing the local purchase order number with which multiple title orders may associated. The library shall be able to choose whether the system checks for duplicate numbers on this variable field.	Y

j) The system shall permit an authorized user to allocate the cost of a single item across up to 100 funds in user defined proportions and as order records are created and saved, the system shall encumber and update all appropriate fund account files.	Y
k) The system shall support a "Recommend" function, which takes in and sorts requests from the OPAC, providing automatic duplicate checking of the database, giving the acquisitions staff the ability to turn the recommendation into an order, and process it with the full functionality of the Acquisitions module.	Y
l) Whether or not the recommendation becomes an order, the system shall allow an authorized operator to notify the patron of this decision.	Y
m) The system shall permit an authorized operator to place a hold against on order materials from within the Acquisitions module.	Y
n) At the Library's option, the system shall support an extended approval interface, an electronic transfer into the system of book and invoice information in enhanced MARC or non-MARC format for both approval and for firm orders.	Y
o) This optional approval interface shall create bibliographic, order, item (optionally), and invoice information automatically.	Y
p) The system shall support the creation of live links from within the Acquisitions module to relevant content providers, e.g., lists of book reviews, retail trade information, book jacket illustrations, etc.	See details below.

If the Library subscribes to a service such as Bowker Syndetics Solution, Enriched content can be included in the catalog record display in the Enterprise Discovery platform and in BLUEcloud Cataloging staff module. SirsiDynix has a global agreement with Bowker Syndetic Solutions, which provides enhanced content as a subscription-based service—including book covers, reviews, excerpts, tables of contents, etc. With this service, catalog records can be enhanced without requiring library staff intervention, giving users more search returns with tables of contents, fiction profiles and summaries.

Enterprise also supports NoveList enriched content as well as integrates with a number of other third party content and review providers including ChiliFresh, Library Thing for Libraries (LTFL), Good Reads, Google Books, Digg, Del.icio.us and more. Using configurable widgets, the Library can choose to include practically any third-party resource or even a local collection of book jacket images and other content.

See sample screen below from BLUEcloud Cataloging:



q) These links shall be dynamically created at the time of retrieval of the specific bibliographic record, based upon a library-administered table of library-selected content providers.	See details below.
Syndetic Solutions integrates well with SirsiDynix technology because of robust API and web services, which allow for smooth integration of third party tools: • Syndetics Unbound is designed to use right out of the box. • Minimal customization is needed to get Syndetics Unbound into your catalog. • An easy-to-use admin tool provides element configuration, holdings management and coverage and usage reports.	
r) The system must support EDI invoicing for materials vendors.	Y
s) Unlimited PO lines per PO and purchase requests tracker	Y
t) ‘Send to catalog’ feature for ‘On Order’ display	Y
u) Support for Firm Orders, Standing Orders, Blanket Orders, and Serial Orders	Y
<u>5.5 Serials</u>	
a) The Serials control subsystem must be fully integrated with the other system modules. Operations executed in the Serials Control module shall be reflected throughout the database in real time.	Y
b) The system shall have the ability to accommodate all types of serials.	Y
c) Serials Control Module must include the following capabilities:	
I. Serials display in "Kardex," card “Line,” and MARC display formats	Y
II. Checkin	Y
III. Claiming	Y
IV. Routing	Y
d) The system must be able to accept serials check-in information using a “Kardex” like format, allowing the operator to scroll forward and backward within the card	Y

e) Check-in records must accommodate alterations in the pattern of enumeration and chronology:	Y
I. The system shall able to archive old check in information and automatically create a new check-in screen.	Y
II. The system must be able to accommodate serials that publish in regular "irregular" patterns	Y
f) On a title-by-title basis, the system shall allow the Library to create an item record for circulation automatically as an issue is checked in.	Y
g) Upon check-in the system shall automatically create and update the bibliographic record by inserting the current MARC format for holdings and locations, generating the MARC 853/863, 854/864, and 855/865 fields for issues, supplements, and indexes respectively.	Y
h) The check-in records must contain the following data elements:	
I. Past and future issues	Y
II. Arrival date(s)	Y
III. Number of copies received	Y
IV. Claimed and late issues	Y
i) The system shall easily handle pocket parts, replacements, supplements, and other pieces related to a serial which come outside of the normal pattern of receipt.	Y
j) The system shall provide for abbreviated records ("scratch cards") to note unwanted titles, withdrawn titles, canceled titles, etc.	Y
k) The system shall provide an “advanced” editing mode to modify check-in records, MARC formats for holdings and locations, and summary displays, for the purpose of appropriate viewing in the OPAC.	Y
l) System shall be able to accommodate serials whose cover date spans two or more years (e.g. 1984-88,1990/91).	Y
m) System must automatically adjust future “expected” dates based on receipt history of past issues.	Y
n) The system must support SICI barcode check-in of serial issues.	Y
o) The system must support check-in of electronic serial issues by inputting the serial-specific URL into the check-in record. Optionally, this may be done via electronic transfer from journal integrators.	Y
p) System shall allow for the creation and maintenance of a routing list attached to an individual copy of a serial.	Y
q) The system shall identify all journals eligible for claiming and produce a list of those issues.	Y
r) The system shall be able to identify automatically issues of a serial that are overdue (i.e., those that have not been checked in).	Y
s) System shall automatically calculate a "claim on date" for each title by counting a library- specified number of days from the expected date of an issue.	Y
t) Recognition of overdue issues shall be available, including the following situations:	Y
I. Failure to receive any issues against a new order within a library specified period after the date of expected first receipt.	Y

II. Failure to receive the next issue within the expected time frame automatically determined by calculations based on publication frequency data and a library specified "grace period".	Y
III. For titles that the library receives in multiple copies, receipt of fewer than the required number of copies within a library specified time period after check in of the first copy.	Y
IV. For items which do not have predictable patterns of frequency or enumeration, identification of items for which there has been no check in activity within a library specified period.	Y
u) The system shall be able to collocate all items flagged as having missing issues for which first claims have not been generated.	Y
v) As part of the claiming review process and to avoid inappropriate claiming, the system shall display the latest payment information from the Acquisitions module as well as direct access to the corresponding order/payment record for the subscription.	Y
w) The system shall support the ability to generate claim notices in printed form or send them electronically using EDI X12 standards.	Y
x) An authorized operator shall be able to limit the display and production of claim notices by choosing a Limit by Location or Limit by Vendor button.	Y
y) The system shall be able to identify issues requiring second and third claims according to library determined time lags that may be defined for various types of items.	Y
z) The system shall be capable of taking a previously defined list of serial records and using it to create a variety of statistical reports.	Y
5.6 Circulation	
a) Provide a brief overview of the circulation module. Describe the staff interface for viewing and manipulating patron data, circulation information, notes, and financial records. Briefly describe the major data elements that make up the module.	See details below.

Circulation may be your library's most visible service—to consistently serve and impress your users, you need software that can support your circulation offerings and the policies behind them. SirsiDynix offers a full complement of circulation tools to make this common function intuitive, simple, and portable:

- **Symphony Circulation:** full circulation functionality
- **MobileStaff:** A web-based tool, with applications for Android and iOS, that brings circulation, inventory, and weeding out from behind a desk and onto handheld devices.
- **Offline Circulation:** Provided through either MobileStaff or Symphony WorkFlows.

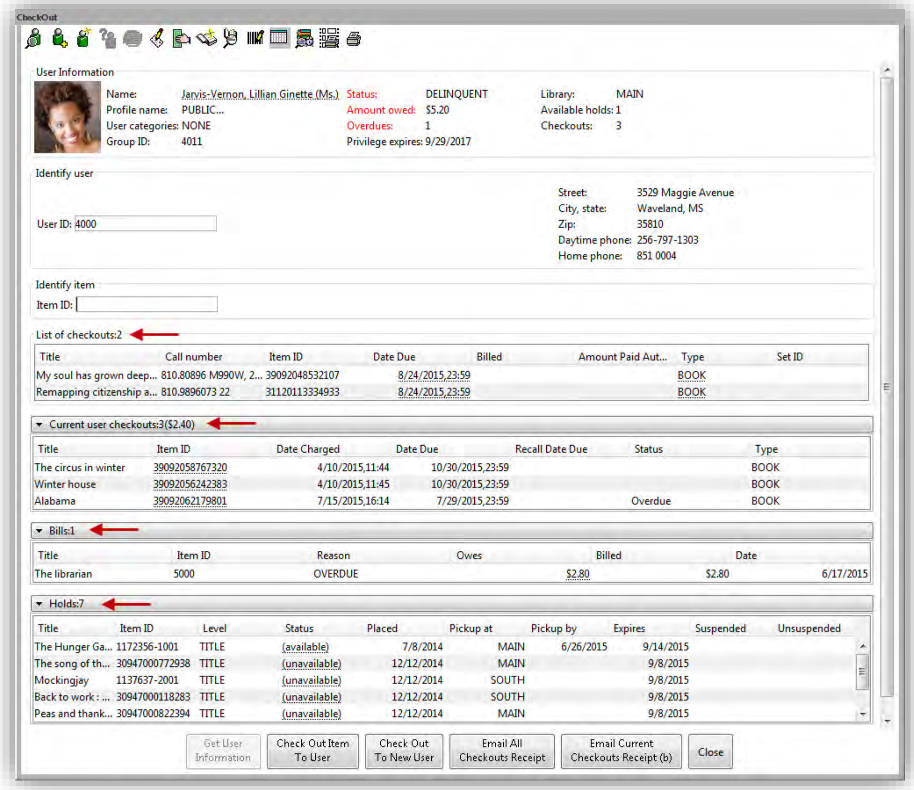
Additionally, libraries can add to their functionality with options for SMS messaging, outreach services, and a debt collection interface. Whatever your circulation needs, you can find a SirsiDynix software package to meet them.

Symphony WorkFlows Circulation

The Symphony WorkFlows Circulation interface offers convenient access to the full range of Symphony circulation actions, including user registration and user account editing, material check out and check in (including individual and bulk), holds management, fines and fees, inventory, and much more.

Checkout

Staff charge items using the Checkout tool, which can be set as the default page for circ desks, ready to charge items as soon as staff scans or types a user ID. During checkout, Symphony verifies the user ID and reports any exception conditions, such as "Delinquent." Authorized staff can override exceptions with a password.



The Checkout tool gives you a good look at the status of a user's account. A global policy determines whether staff will see ALL transactions (including inactive checkouts and holds) or only the current checkouts.

Symphony calculates due dates based on library-defined policies for user, item, and library. However, it is easy to change the due date on the fly if desired. Symphony can also produce date due slips and receipts as items are charged.

Symphony calculates any applicable fees per charge and bills the user automatically. The amount billed displays so you can accept payment immediately.

Your library can customize date due and charge receipts as well. For example, a library can include the item price field on date due slips to advertise the money patrons have saved. Since the field is configurable, administrators can change the "Price" header to something like "Money saved by using the library." Checkout receipts can be emailed, if desired.

Checkin / Renewal

At discharge, the item status changes to "available," any applicable overdue fines calculate, and the user is billed automatically. If the item has a hold, Symphony alerts staff to place the item on the hold shelf or send it in transit to the pickup location. If an item has to be sent somewhere other than to the location of the workstation, Symphony prints a routing slip showing the title and item number of the item and a message, such as Route to Holds, Route to Cataloging, Route to Reference, or In-Transit.

Users can renew individual items or all their charges in person, over the phone, or through the OPAC. If your library enables user groups, you may also renew materials for the group in batch, as well as pay group members' bills in batch. Items with holds may not be renewed without an authorized operator override.

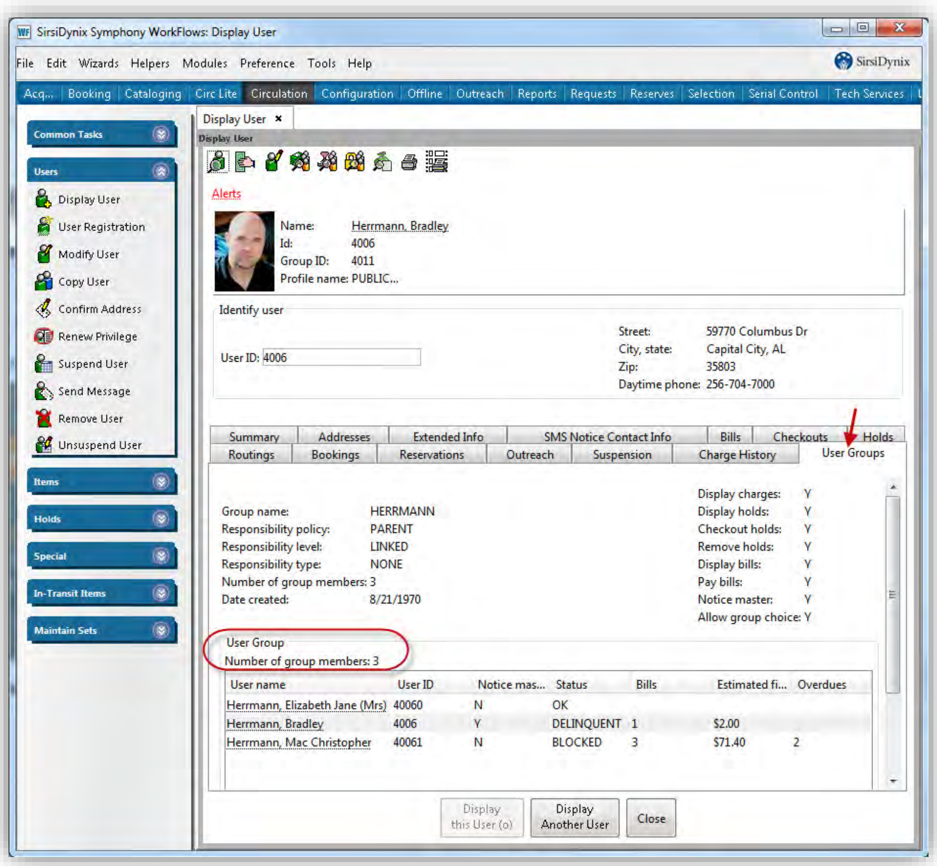
Key Symphony Circulation Features

The Symphony Circulation module automates all your normal circulation activities and empowers your operators to perform streamlined tasks. By consulting library-defined circulation policies, Symphony ensures that every transaction complies with your library's specifications.

Like every other Symphony module, all circulation control tools are fully integrated with Symphony and interact immediately and automatically with functions associated with other modules.

Additional key features of the Symphony Circulation module are:

- Flexible circulation and hold policies, honored across all SirsiDynix circulation tools
- An integrated library calendar, so items will not fall due on a day when the library is closed
- User groups (for families, as well as proxy and universal borrowers)



From the Circulation module, you can easily see the linked users in a User Group.

- Credit accounts
- Transit tools
- Demand management:
    - o Unlimited hold levels

  - Blanket holds (for book clubs, batch holds, and FRBR-type holds)
  - Books by mail
  - Self-pickup holds
- Easy receipt management
- Unlimited customizable patron fields
- Use of "significant digits" in barcodes for quick and easy access to patrons and items

Examples of Circulation's integration with other Symphony modules include:

- Any circulation transaction reflects instantaneously in the OPAC, so availability is always current.
- If your library's policies permit, patrons can place holds on items ordered through Acquisitions and receive an automatic notice when the items are received.
- Since all modules use the same user file, authorized staff can display all library transactions linked to a specified user, including advance bookings, serials routings, status of orders placed at the user's request, and replies to reference requests, as well as current circulation data such as charges, holds, fines, and bills.
- When the Academic Reserves and Materials Booking modules are also installed, creation and management of reserve collections and advance booking of materials can be fully integrated with circulation control.

Circulation Policies

With Symphony's three-dimensional policy matrix, libraries can define precise circulation terms for their materials. Unless overridden by an authorized user, each circulation transaction is automatically governed by a specific policy based on:

- Item's **owning library** or **charge library** (default is charge library).
- **Item type**.
- **User profile** for the user checking out the item, including library-defined statuses and delinquency thresholds. These policies can take into account the Symphony client being used. For example, you can allow users with a BLOCKED status to renew materials at a self-check machine but not the OPAC.

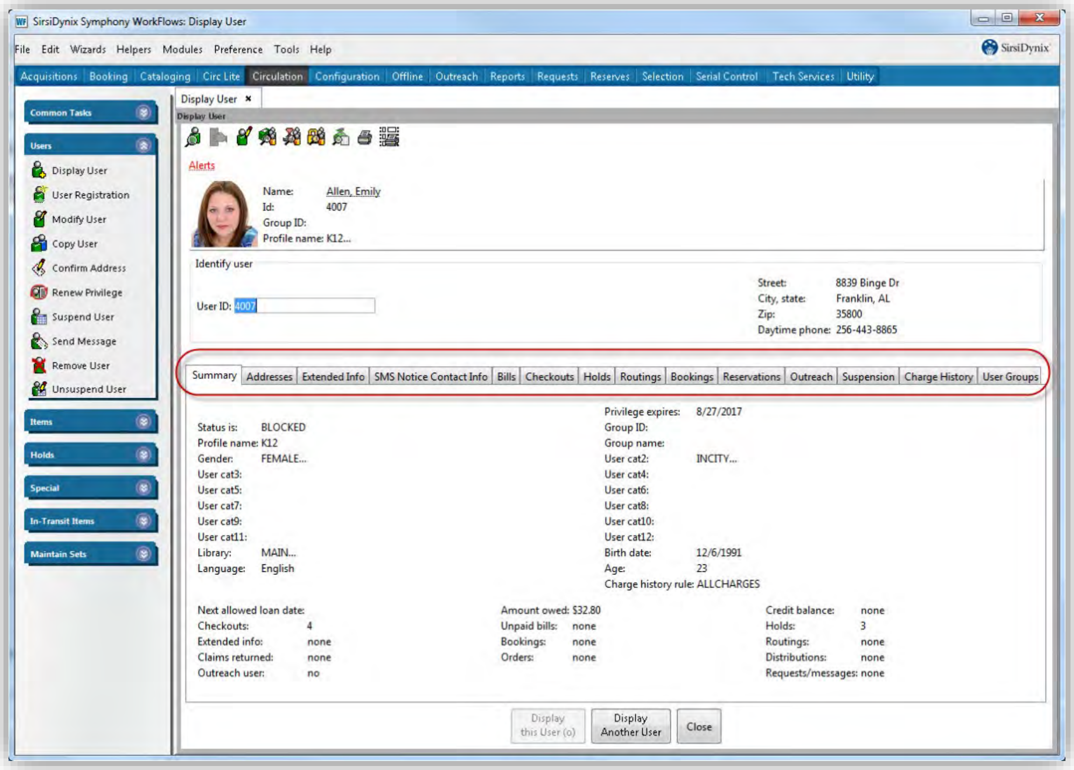
The resulting "circulation map" effortlessly controls the circulation, loan period, grace period, and billing structure of library materials.

User Records

Full user record control is of paramount importance to any library. In Symphony terms, *users* may include individual patrons, staff members, or instructors, as well as library departments, status definitions, and external users such as interlibrary loan partners. Although user records may be linked together and retrieved using the Group ID feature, Symphony assigns each user a unique user ID, which may be specified by the library or assigned automatically by Symphony. User records can be created quickly and easily by:

- importing a file of user records from another source—for example, a pre-existing patron database, campus administration system, or student records management system.
- using the Copy User tool to create a new user record from an existing user record. (This is particularly useful when creating a record for a family member living in the same household as another library user.)

➢ using the User Registration tool to input a new user record from scratch. Symphony automatically checks new records against the database for duplicates using any of the fields, such as name, address, and phone number.



With Symphony Circulation, you can see all user information in one location. Each tab displays different details.

Libraries have a great deal of flexibility with 12 library-defined user category fields. These categories not only help you customize your user records but are also used to generate statistics and reports with information *you* decide is important.

Fines & Accounting Features

In Symphony, libraries define how fines accrue and when patrons reach the respective thresholds for three (or more) delinquency levels. If users owe a fine, charges post to their accounts immediately when overdue items are checked in. The amount billed displays so that patrons can pay bills on the spot and staff operators are informed of outstanding bills on every interaction with the patron record, including at checkout.

Symphony accepts full and partial payments and tracks all money accepted at each workstation. Staff can specify any payment method, including cash, check, and credit card. Authorized staff can also cancel or forgive fines. If a library chooses to implement patron credit, credit accounts can be used to pay fines or fees. Libraries can also refund patrons for fees paid on lost items when the lost item is returned.

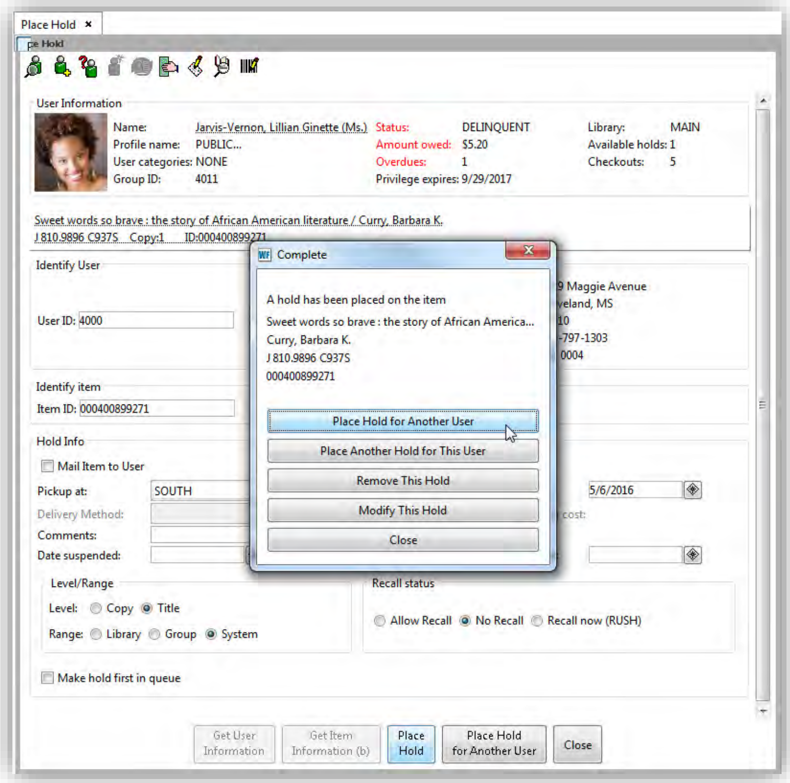
Additionally, in multi-library systems, library policies can separate billing from bill payment. For example, staff could create bills for users of different libraries while users can pay bills only at their home library.

Counting In-house Use

Track the number of in-house uses for each item by using a portable scanner to wand items as they are cleared from tables or study carrels. Each item record contains a "times used" field that separately tracks the total number of times the item was used without being charged. The total displays in the item record online, and staff can generate use statistics by item category and time period.

Holds/Demand Management

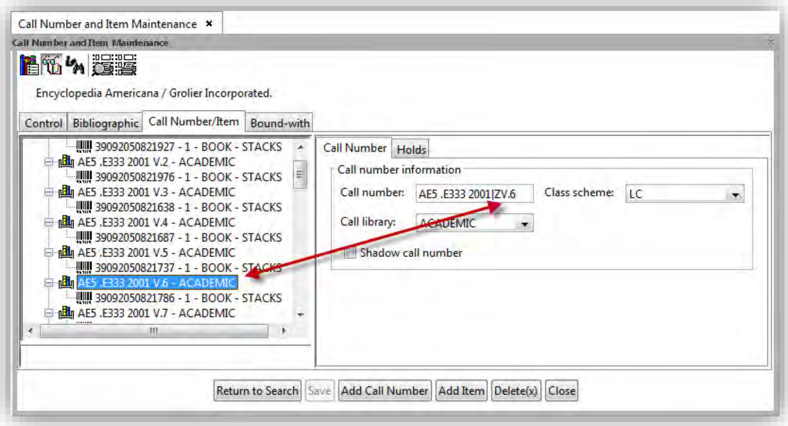
Symphony gives libraries complete flexibility over holds creation and management. Patrons can easily place holds on Enterprise, and staff can create more complex holds using the Place Hold tool in WorkFlows.



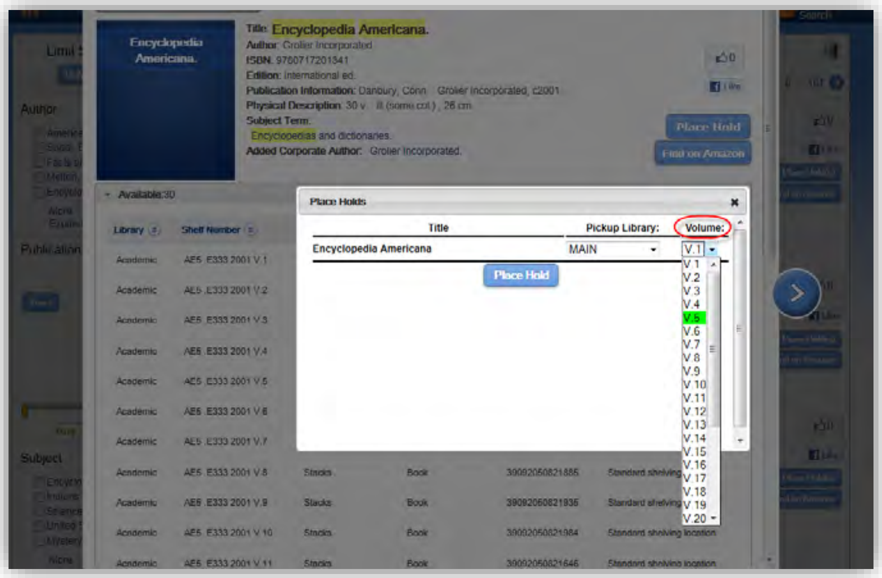
Staff can use the Place Hold tool to place multiple sequential holds, entering a new user ID each time.

Symphony's holds features include:

- **Hold suspensions** for patrons who will be on vacation or academic break when the item becomes available; the user's hold can resume its place in the hold queue when the suspension period ends.
- **Blanket holds**, which are ideal when a user wants any books by a particular author or any items on a specific subject (e.g., four books by Atwood). Users specify how long they want the blanket hold to last, how many items will satisfy the hold, and where they will pick up the materials.
- **Specialized hold requests** on titles with volumes, issues, parts, and so on. These special enumerations are cataloged as a suffix in the call number record (using the |z delimiter), which then triggers Enterprise to prompt the user to select a particular volume for the hold.



The call number field includes an optional subfield z to denote a volume, part, issue, etc.



Enterprise prompts the user to select a volume when the call number includes this enumeration in subfield z, as shown above.

System-wide policies control all holds and requests. During implementation, your SirsiDynix project manager works closely with you to develop demand management policies using hold-fulfillment policy tables. In a multi-library system, these holds can be applied across a range (library, group, or system) of item records.

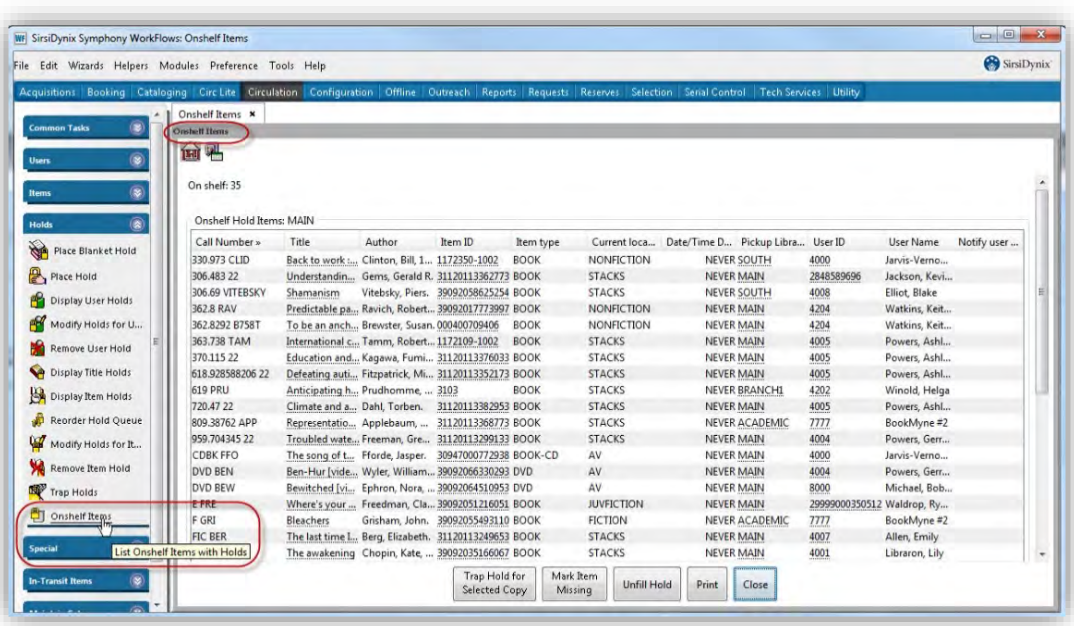
Policies control the ability to place holds according to any combination of item type, item's owning library, and user profile. Other configuration features include:

- **Preventing holds on specific items:** Libraries can specify whether an item type is holdable. For instance, you can create the REFERENCE item type, make it non-holdable, and apply this item type to encyclopedias and other reference works.
- **Hold Range tool:** Your library can limit specific item types from leaving the library without changing overall hold permissions, so you can honor reciprocity agreements. For example, Rockefeller Library can customize hold ranges so that only Rockefeller Library patrons can place holds on NEWBOOK items.

- **Custom hold-queue priorities for user profiles:** If you prefer, you can give some patrons higher priorities in holds queues than others. Academic libraries, for instance, may want professors to receive popular books sooner than students.
- **Hold fulfillment policies:** If desired, you may choose for a library's items to first fill holds by patrons in defined groups of libraries. Or you may choose to first fill holds that will be picked up at a given library or group of libraries. The library system can also define which libraries' items will fill holds based on factors such as geographical convenience. For example, you can specify that holds at a given library should be filled by Library A, then Library B, then Library C, based on which sites are closest to the pickup location.

Symphony automates a significant portion of hold fulfillment processing. To start filling holds, each library branch runs the List Onshelf Items with Holds report. If staff cannot locate the item on their shelves, they can mark the requested copy as "unavailable." Then Symphony automatically transfers the request to the next available copy in the system. If an available copy is not located, staff send the Cancel Hold Notice with library-customized text to a user.

Staff can trap items to fill holds using the Trap Holds tool. This tool can process on-shelf items selected by the List Onshelf Items with Holds report. The Trap Holds tool indicates if an item should be routed and where it should be routed to.



Symphony also has an Onshelf Items tool (above), which provides the same data as the List Onshelf Items with Holds report but can update in real time as holds are placed, cancelled, suspended, or unsuspended.

Notices

Symphony accommodates the production of overdue, billing, and request-available notices. The library determines the text on all notices. Notices can be printed or sent by email, telephone, or SMS using our optional telephone notification or SMS systems. Staff can specify notification on a user record, and patrons can change these settings through the Enterprise OPAC.

Circulation Reports

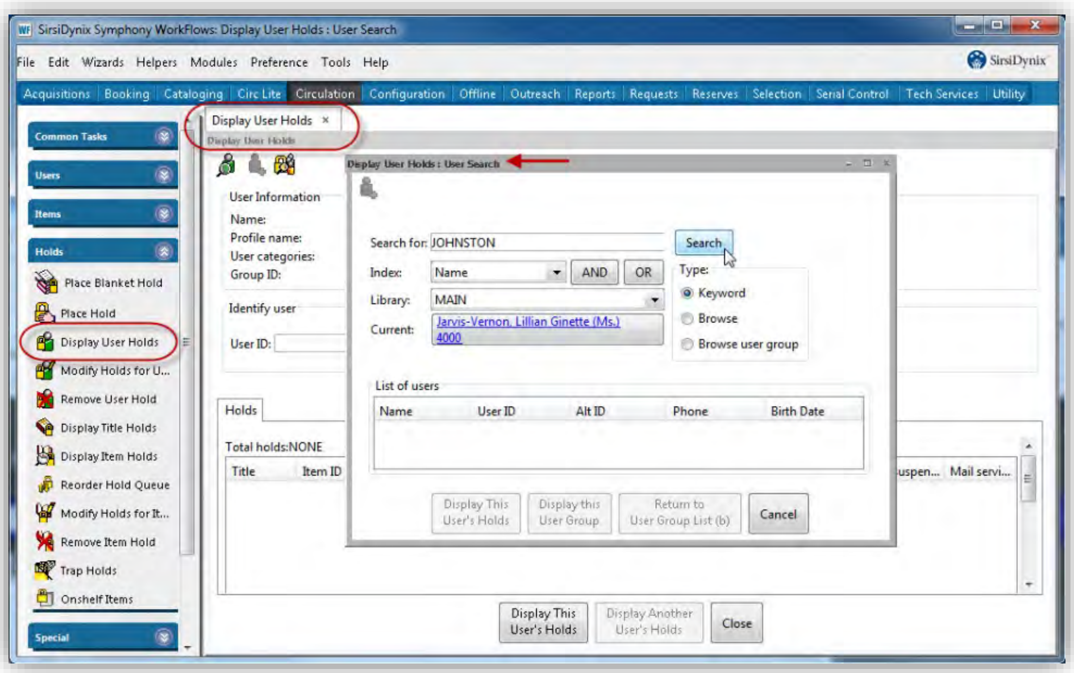
Examples of circulation reports include:

- **Circ Totals.** Factor any combination of time, call number ranges, station, ZIP code, department, location, material type, user profile, and time slots into this report for breakdowns.
- **Items.** Recall items or change their status to missing. View the status of items. Restrict all item reports to an item category or call number range, or include the whole collection.
- **ILL.** List items currently circulating from your library through interlibrary loans. Learn the items' current location and associated information, like holds.
- **Holds.** List current holds, items with more than x holds, items on hold that are available, and so on.
- **Overdue.** List overdue items along with user names and fines accrued. List items about to become overdue.
- **User Lists and Counts.** Customize these reports based on a variety of fields.

Circulation Tools

Circulation tools include helpers that quickly locate item or user information. For instance:

- The Checkout tool offers the Register New User helper
- The Discharge tool offers a Pay Bills helper in case an item is returned with accrued fines
- The User Search offers the Display User helper so staff can verify that the correct user is selected if multiple hits are returned



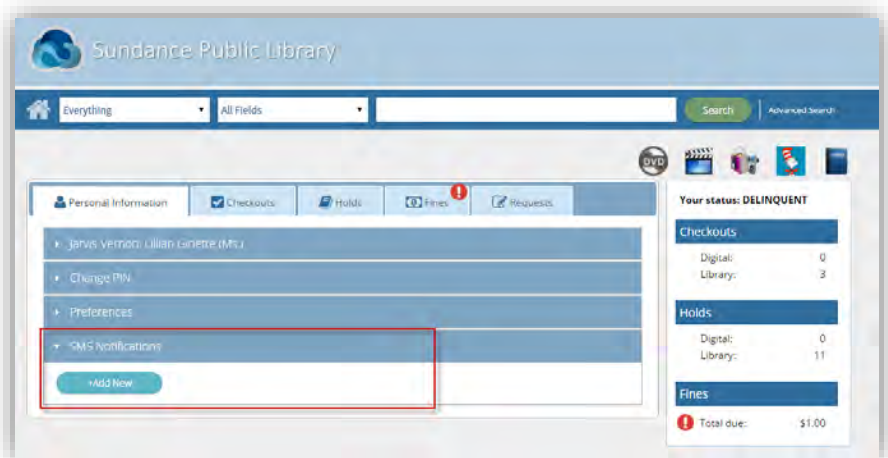
If a patron wants to know if any requested items are available for pickup but does not remember his user ID, the Display User Holds provides the User Search helper. Users can be looked up using nearly every field in the patron record (name, phone number, email, birth date, etc.)

SMS (Text Messaging)

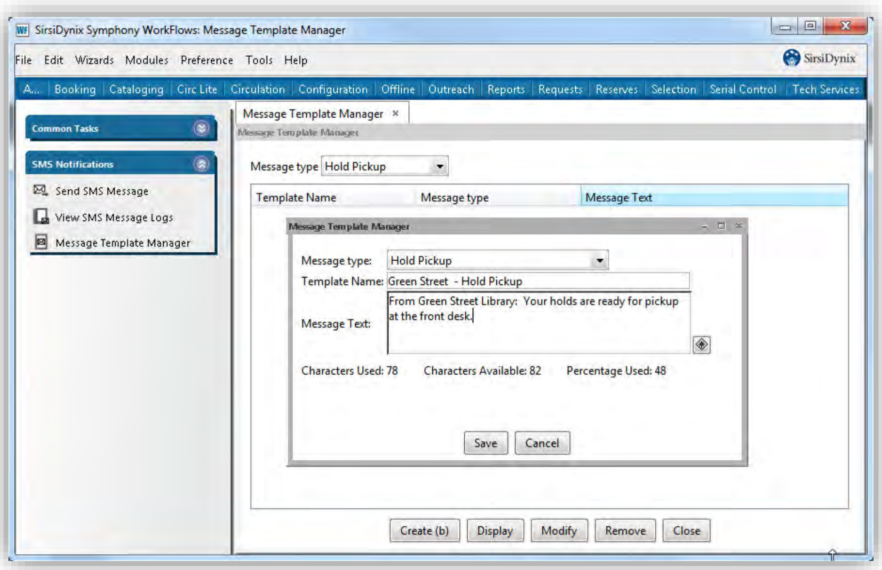
Symphony SMS is an ideal solution for library systems that would like to provide additional communication mechanism for notices to their patrons. With SMS, libraries can contact patrons with focused user announcements, hold pickup, fine/bills, and overdue notices more quickly than standard mail or even telephone messages.

Symphony SMS is a separately purchased product that integrates with the Symphony Circulation and Reports modules. The SMS messages are sent using a SirsiDynix hosted communication server and a third-party messaging service. Features of Symphony SMS include:

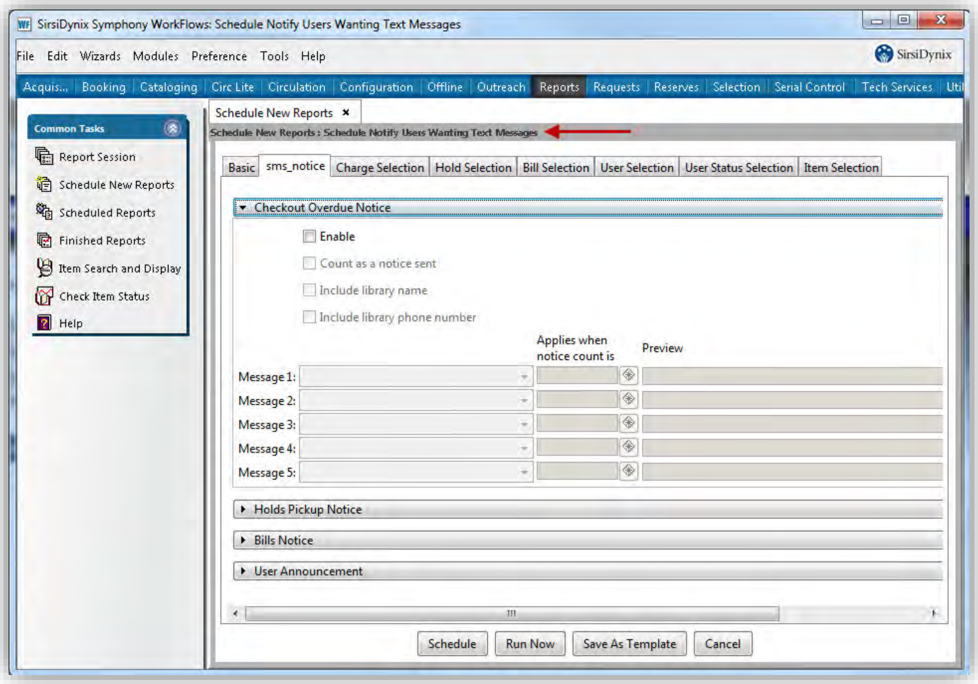
- **Patron's Choice.** When you implement the Symphony SMS module, patrons use My Account in Enterprise to choose which SMS notices to receive. Patrons must opt in to SMS notices before you can send them. Libraries use the staff client to select which notices are sent through SMS.



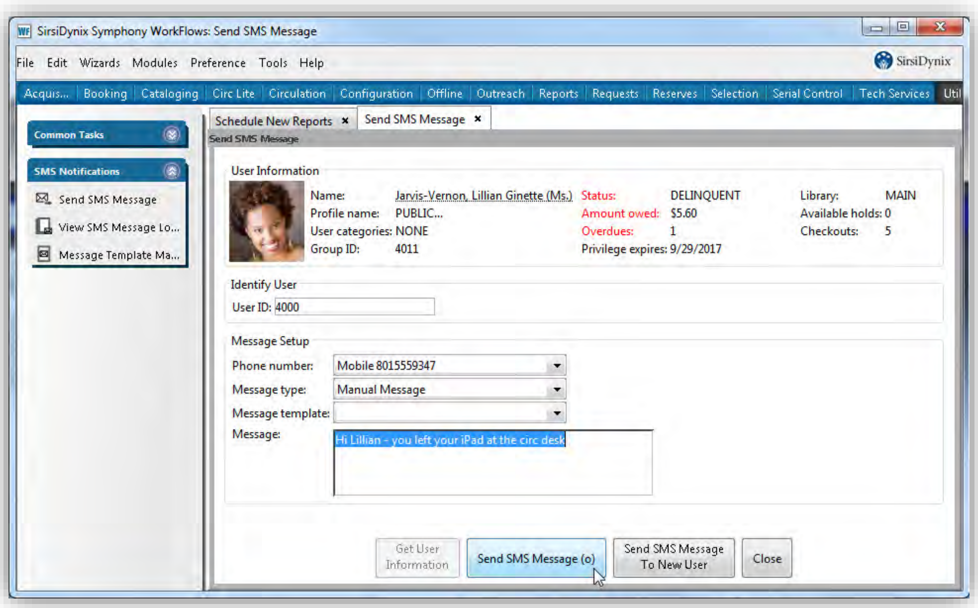
- **Custom SMS Messages.** Libraries may customize the SMS message text for each notice type using the Message Template Manager tool. You can insert system-defined tags to pull relevant information such as the number of items or amount owed into the message.



- **Batch Processing.** The SMS Notifications report sends SMS notices in batch to users who have opted to receive SMS and who qualify for a notice based on report selections. A single report can send SMS notices for all supported notice types or for specific types. The report can be scheduled to run at the library's convenience using the existing Symphony report scheduling tools.



- **Send SMS Message On the Fly.** Libraries can also send an SMS message to a user on the fly using the Send SMS Message tool. With this tool, librarians can create and send a message to an individual user for a specific reason (e.g., materials left at the library, child won a library-sponsored art contest, etc.).



- **Troubleshooting Tools.** The SMS module displays logs for messages sent so staff can see which messages were successfully sent to the SirsiDynix communications server.
- **Hardware Requirements.** The SMS module does not require any additional hardware purchases or additional server memory.
- **Training & Configuration Requirements.** The SMS module uses a third-party messaging service to send the SMS message.

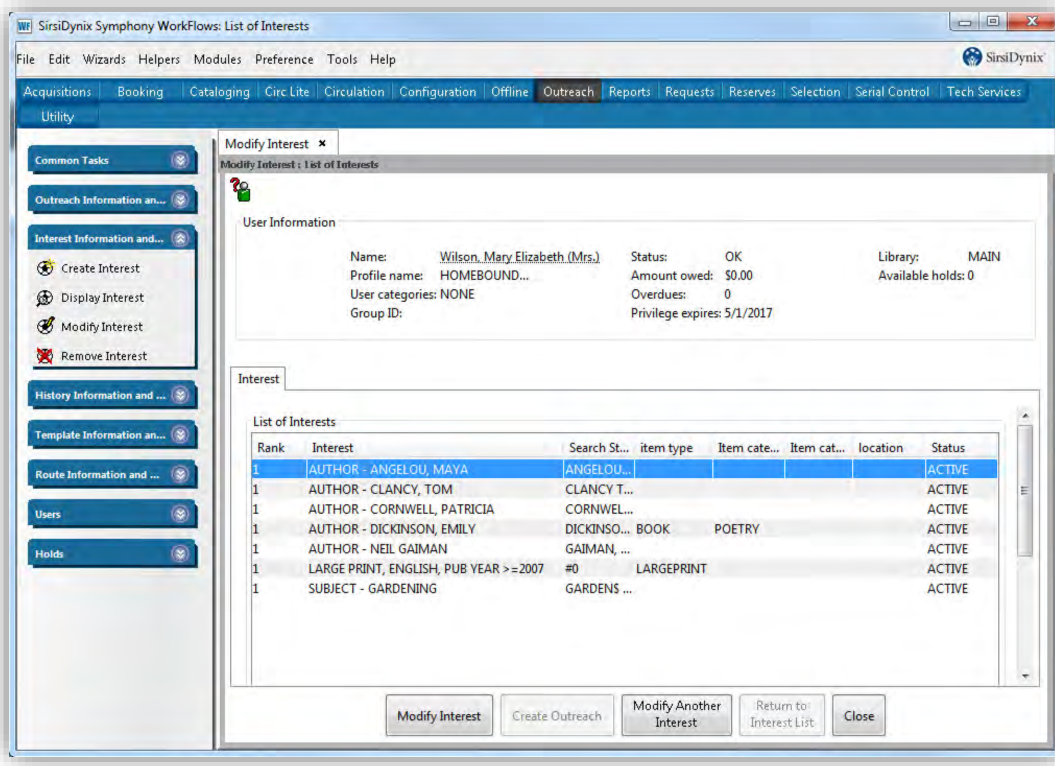
Outreach Services

Go beyond your walls and serve patrons who cannot use traditional circulation services. Symphony's Outreach Services module makes it easy to:

- Send bookmobiles or other delivery vehicles
- Ship materials
- Prepare materials to be picked up by designated representatives
- Allow patrons to choose to have materials shipped to them when they place a hold in the OPAC

The Outreach module's flexible design includes the following features:

- Create an unlimited number of interest profiles for each user or outreach site. Staff can perform searches based on interest profiles and limit those searches by physical format. Interest profiles may be as general as "new books" or as specific as "large print books by John Grisham."



- Use circulation history records to track which items have already been selected or circulated to a user or site. You can also mark items to be reselected after a given time so a patron periodically

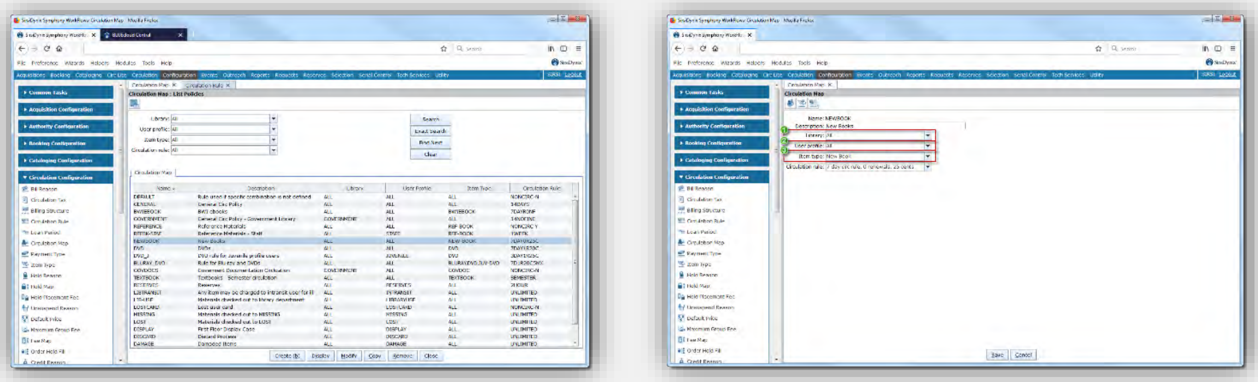
receives the same item. To make sure you select materials your patrons will enjoy, you can view history records or exclude items from selection for a user entirely. • Generate pickup and shipping lists. • Store circulation history even after a patron's outreach user status has been set to inactive. Staff can also remove interest profiles and circulation histories of inactive users. • Automatically calculate and store next and last delivery dates, and skip delivery dates on demand.	
b) Describe capabilities for multiple circulation policies and procedures for different branches or units within the library.	See details below.

Symphony handles all expected circulation functions capably, including checkin and checkout (individual and in bulk), renewals, holds, reserves, user status, fines/fees (including built-in credit card payment) etc.

All circulation transactions (including checkouts, renewals, holds, etc.) are governed by a three-dimensional circulation policy matrix which considers:

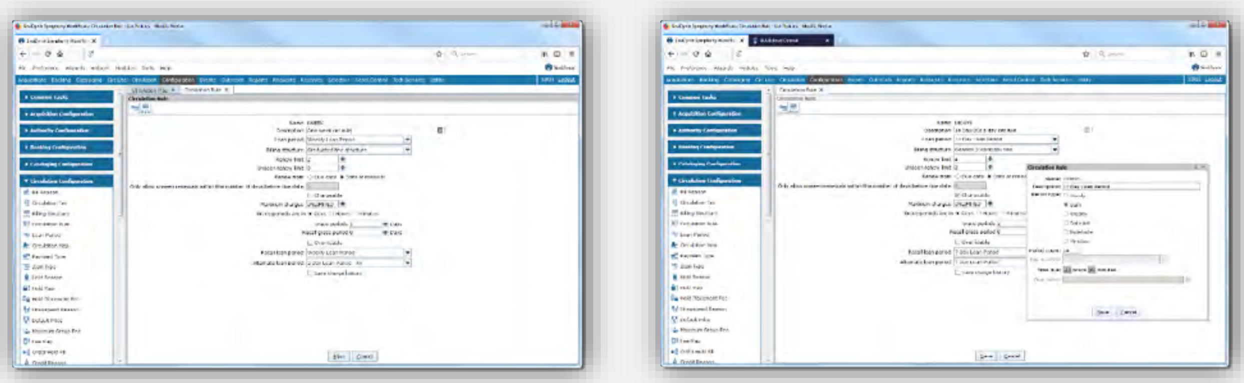
- the **account of the user** attempting the circulation transaction
    - user type – student, child, adult, senior, administrator, etc.
    - user home library – associated with the library owning the item, a library that is part of the same library group, or a library whose only affiliation is through the organization.
    - user status – fines, academic holds, etc.
- the **item type**
    - A library can configure as many item types as it wishes.
    - Item types may relate to subject areas, format, currency, appropriate uses, or any other relevant information (e.g. NEW, REFERENCE, SCIENCE, PREVIOUSEDITION, LITERATURE, POPULARFICTION, FLOATING, SPECIALCOLLECTIONS, NONFICTION, etc.).
- the **charge library** or the **owning library**
    - A global policy determines whether the library circulating the item or the library/branch that owns the item will govern the transaction.

This simple policy matrix allows you to intuitively configure circulation policies that are as simple or as complex as needed to meet the organization's needs as well as those of individual member libraries. Using this policy matrix, member libraries can intuitively design and customize rules to govern every possible transaction (as well as to block certain types of transactions). A library can, for example, configure different fine structures for their own users than for users affiliated with another library. A library can define different due dates not only for different types of materials, but different due dates for those materials based on the type of user and the user's affiliation. A library can allow certain items to be checked out by their own users, but not users from another library.



Symphony supports extensive circulation policies (left) and applies them to transactions granularly based on (1) library, (2) user profile, and (3) item type. (right)

The circulation policies—including whether a checkout is allowed or blocked, the due date, the fine structure, renewal permissions, etc.—governing that transaction are determined by the intersection of these attributes.

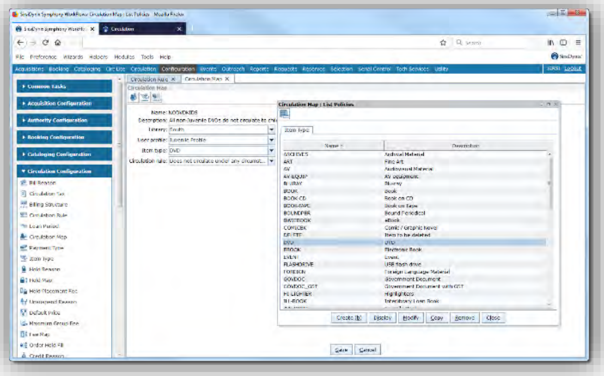
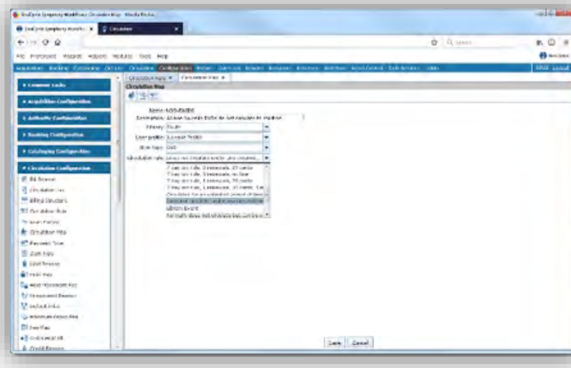


Circulation policies applied to transactions define the loan period, due date, billing structure, renewability, renewal limits, checkout limits, grace periods, recall policies, and more.

These policies apply regardless of the interface from which the item was checked out—the web-based BLUEcloud Central circulation client, the iOS or Android app, the WorkFlows staff client, a self-service kiosk connected through SIP2, or an external program connecting with your Symphony database through optional APIs or RESTful Web Services.

To permit circulation to a user, Symphony requires a unique user ID, a user profile, and the library with which the user is associated. Fields for other data elements are available and may be defined as required fields by your library. Some user information fields, such as privilege expiration date and privilege fee, fill in automatically based on profile. Other default values can be populated in user fields, although these defaults are not linked to profiles.

Item records represent physical objects in the library's collection. Each item record in the database and each item on the shelf are marked with a unique identifier that links them together, called the item ID. Each item must be assigned an Item Type. The Item Type assigned to each item determines certain characteristics, such as how the item circulates to different users. The Item Type also identifies the item as a member of a specific material type. Item Types are created by the system administrator with the Item Type policy. Common Item Types include BOOK, VIDEO, and PERIODICAL.

The circulation map allows you to select circulation rules based on library, user profile, and item type.

Each item must have a home location and current location. The home location is the item's permanent location—where the item is supposed to be when not circulating. The current location shows where the item is as the result of circulation activity. Current locations might include CHECKEDOUT, RESERVE, and HOLDS. Symphony updates the current location when items are checked out, checked in, put on hold, put in transit, or sent to a reserve collection. Locations are created by the system administrator with the Location policy.

Because there is no limit on the number of libraries, item types, or user profiles that can be defined in each Symphony system, authorized library staff can define as many policies as are needed to represent the circulation rules established for your libraries. Policies can be modified and new policies created as necessary without re-programming, added charges, or vendor assistance.

The policy map governing each transaction links policies defining:

- Circulation rule, including whether the item can circulate, number of renewals allowed, and overdue and recall grace periods.
- Library, including calendar of days and dates closed and whether fines continue to accrue for these dates, and where items placed on hold are to be routed for pickup.
- Loan period (hourly, daily, weekly, or until specified date).
- User Profile, including maximum number of total charges allowed, number of charges allowed for each item type, hold priority, duration of privilege, etc.

Thus, due dates/times and fines calculate automatically based on the governing circulation policies for each user, item, and library. However, it is a simple matter to change the due dates or fines on-the-fly, if necessary. Override codes may be required to do so, if set up that way by your library administrators.

c) Describe capabilities for multiple patron categories with different privileges and permissions.	See details above.
d) Describe the calendar system and how the module calculates loan periods, due dates, and fines.	See details below.

The Library Calendar wizard will display for user access levels who are granted permission to create/modify the calendar of a particular library.

Symphony 'Library' policy enables separate closed dates to be defined for each library sharing the system. A total of 64 dates or date ranges can be defined. These can be defined as a) days of the week (e.g., just check Sunday as a closed day if the library is closed every Sunday) and b) closed date ranges

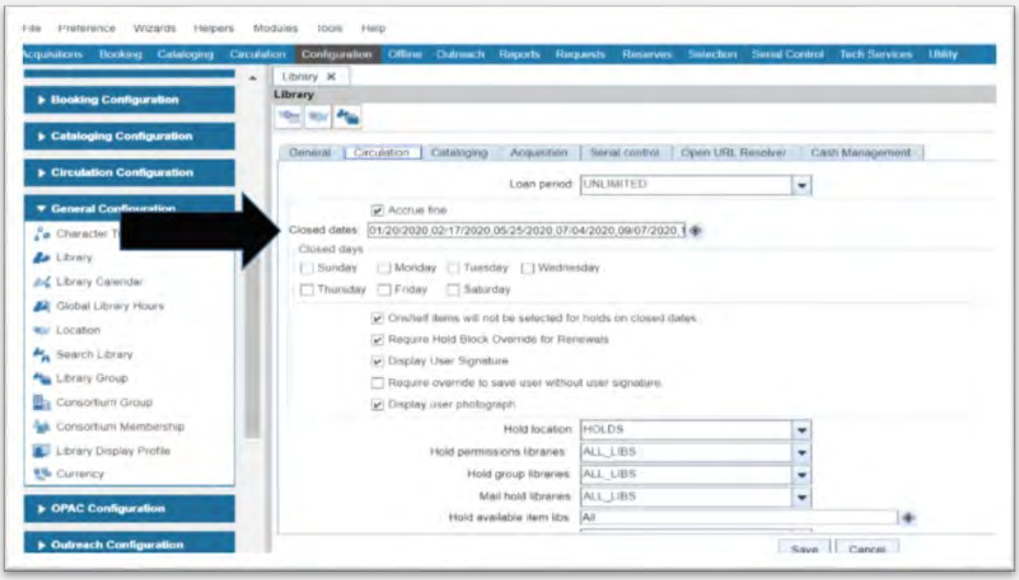
For example, a school library could designate that it is closed every Sunday (1), plus Christmas vacation (2), New Years Day (3) MLK day (4) Presidents' Day (5) Spring Break (6), Memorial Day (7) Summer (8) Labor Day (9), Veteran's Day (10), Thanksgiving(11), plus 53 more in-service days, snow days, local holidays, etc.

Due dates/times and fines calculate automatically based on the governing circulation policies for each user, item, and library. However, it is a simple matter to change the due dates or fines on-the-fly, if necessary. For unanticipated closures (e.g. weather), the date can either be added or the operator can choose to batch change due dates for individual or all items during check-in. This feature is also useful for checking in bookdrop items.

Calendars may be secured so that individual libraries may maintain their own calendars or the calendars can be maintained centrally if preferred. Libraries performing centralized calendar maintenance will appreciate the calendar global edit tool that allows calendars for multiple libraries to be updated at one time.

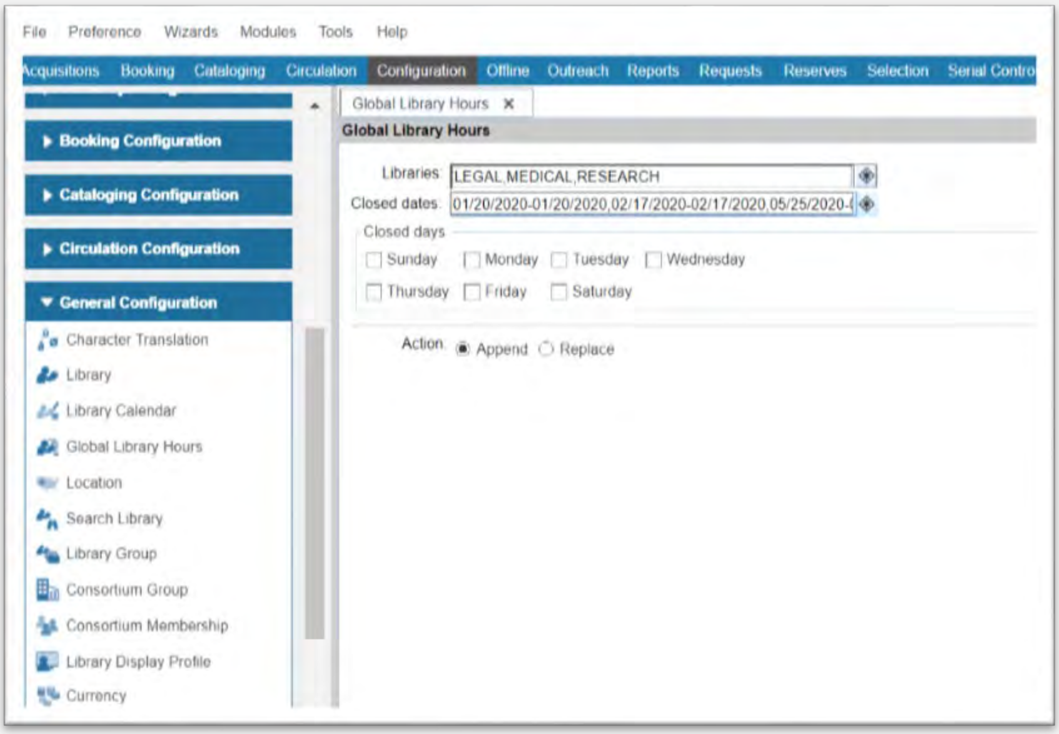
Each library has a calendar:

The Library Calendar wizard can be used by library staff members to display and modify the closed days/dates for their individual library. Staff members will only have access to the calendar for their library. The wizard displays the calendar for the library linked to the user's login.



Library hours can be set globally:

The Global Library Hours wizard is used to globally update library closed days and closed dates. In this wizard, you can select the groups of libraries whose closed days/dates are to be modified, select the closed day/date values, and when you click Save, the Library policies of all selected libraries are globally updated.



e) Describe staff permission levels and capabilities for overriding system functions or limits.	See details below.

At the Symphony application software level, Symphony maintains separate accounts, privileges, roles, and access for each and every Workflows client user in the system. BLUEcloud User IDs are handled in the BLUEcloud Central administrative app. The BLUEcloud staff User ID is added to the corresponding Symphony staff record. When the user logs into BLUEcloud Central, they enter their BLUEcloud staff ID and BLUEcloud password. This verification authorizes the user for the applicable policies and permissions stored in BLUEcloud and 'links' the user to their ILS staff record so that the LSP still respects permissions established on the ILS.

This allows for as broad or as fine a level of control as the Library desires. Account/PIN management tools are provided at all three levels, including Symphony, and support granting, revoking, expiring, and renewing.

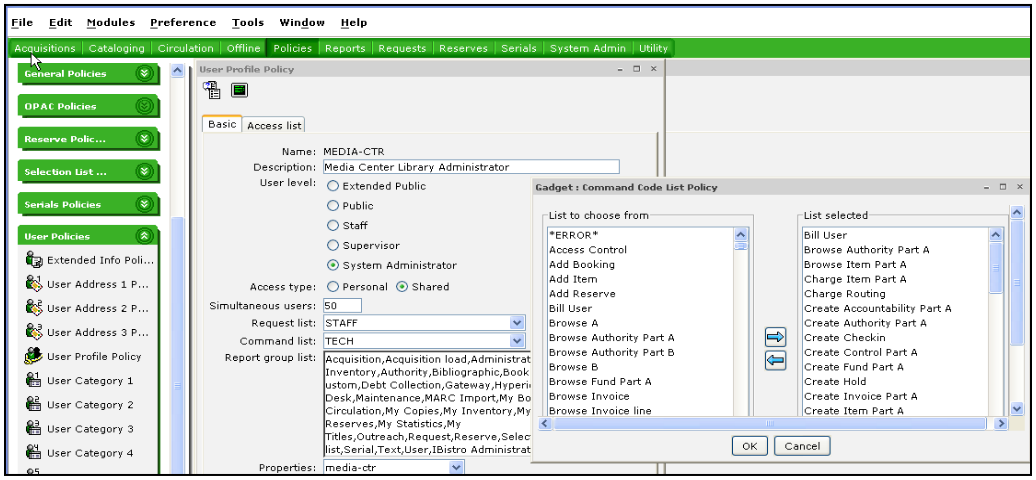
Audit trails are provided by both Symphony software and Oracle software logging capabilities. When encryption is performed at the networking layer, all traffic is protected/encrypted, not just the Workflows staff client data.

Staff Access – Workflows

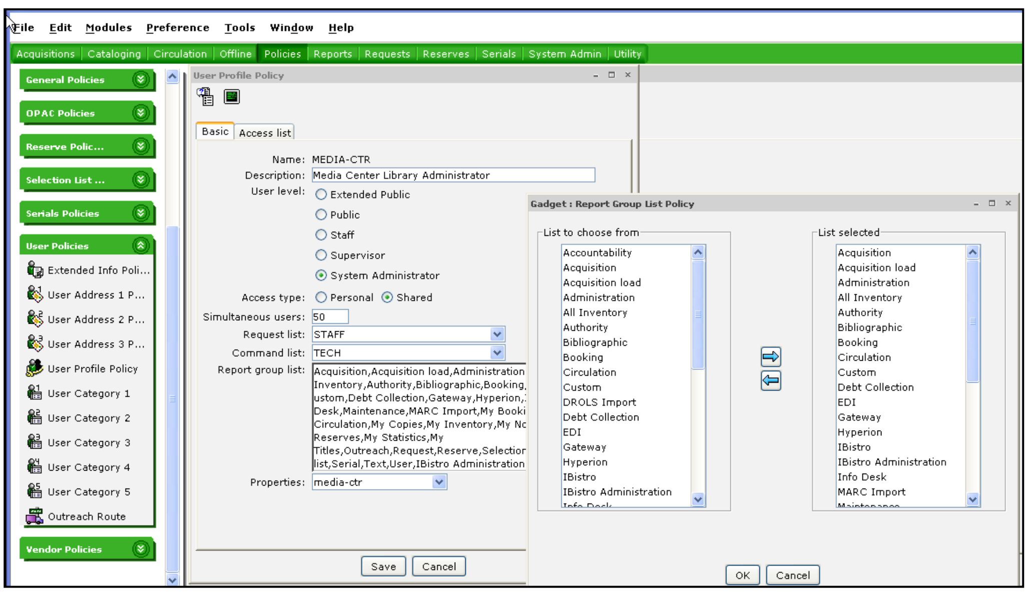
Users gain access to the system through the use of a User Record. User Records contain a User's Name, location information, USER ID, USER ALT ID, their PIN (Personal Identification Number) and their User Access profile. When using any SirsiDynix client, users identify themselves for authentication by supplying their USER ID or USER ALT ID and their PIN. Once a user is authenticated, his or her User Access profile defines the system functions he or she can access. Each User Record in the system is assigned a User Profile that defines the complete set of system functions available to that user. Functions are broken down into actions (query/display, update, create, remove, duplicate, etc.) by database object (bib record, volume record, copy record, order record, fund record, etc.). Security configurations allow the building of a matrix that defines the combination of actions and associated objects that a user is authorized for use.

An administrator can establish access permissions for staff operators using user profile policies. The Library can control a staff operator's access to modules, wizards/commands within modules (create, edit, delete), and to groups of reports (second image).

A sample image of the User Profile and Command List property selections. Below, an administrative user selects which wizards a staff operator can display and/or use:

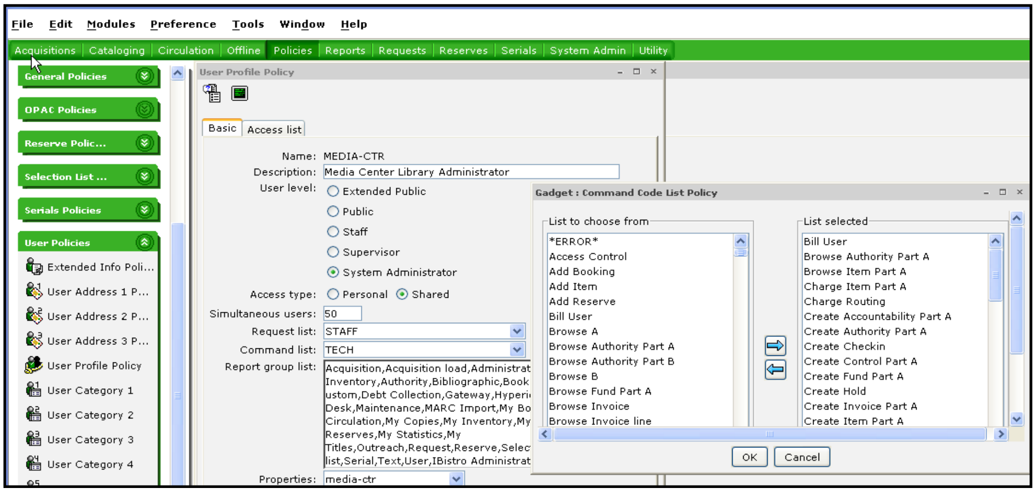


An authorized operator approves/selects Report Groups that a staff operator who logs in as "Media Center Administrator" can display and run:



If you want a group of staff members to see and run only one group of reports, e.g., Circulation, the administrator effects change in one location, saving time.

Another view of the User Profile and Command List property selections. Below, an administrator selects which wizards a staff operator can display and/or use:



f) Describe options for uploading patron data from external sources to create or update the patron file.	See details below.

Symphony includes import and export utilities for patron (user) records. Our Load User report can create and update/overlay existing user records, based upon library-specified match points. SirsiDynix Symphony protects all system-generated and library-defined data fields, updating only designated fields in the affected user records. The Library could perform regular patron imports and load the security incidents into a patron field, then run a report changing the patron status for all patrons with the designated information in that field.

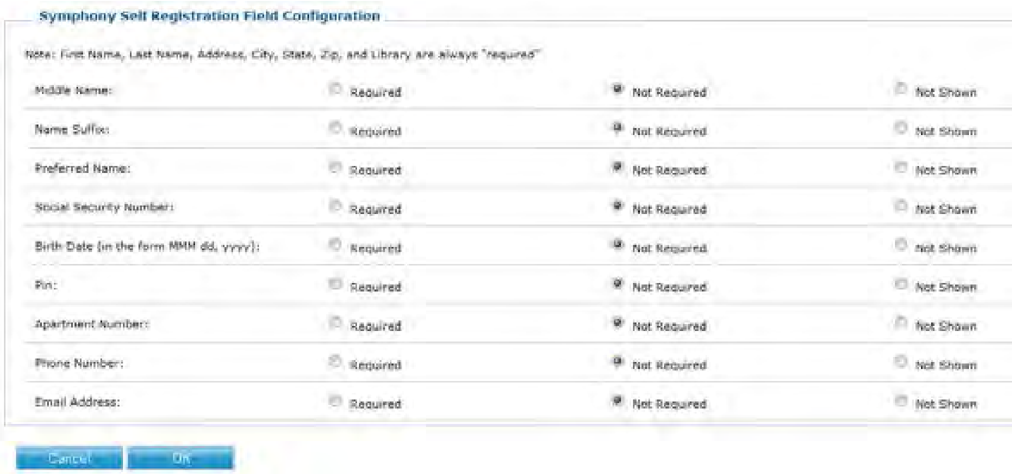
Near real-time interactions are also available using optional APIs. Using API tools, integration of transactions including patron information between SirsiDynix Symphony and other systems can be configured to take place in very short term intervals.

Another option is the use of Active Directory. Symphony supports a WebAuthID which can be populated by an LDAP/Active Directory ID for sites that wish to remotely authenticate patrons via LDAP or other external methods of authentication.

I. Describe how the online patron registration interacts with the patron database	See details below.

Online User Registration is available in SirsiDynix Enterprise. In the Admin area, staff have a checkbox to enable Online User Registration and a post-registration page that you can customize with a message

You can also customize which fields are required and which fields appear in the Online User Registration form:

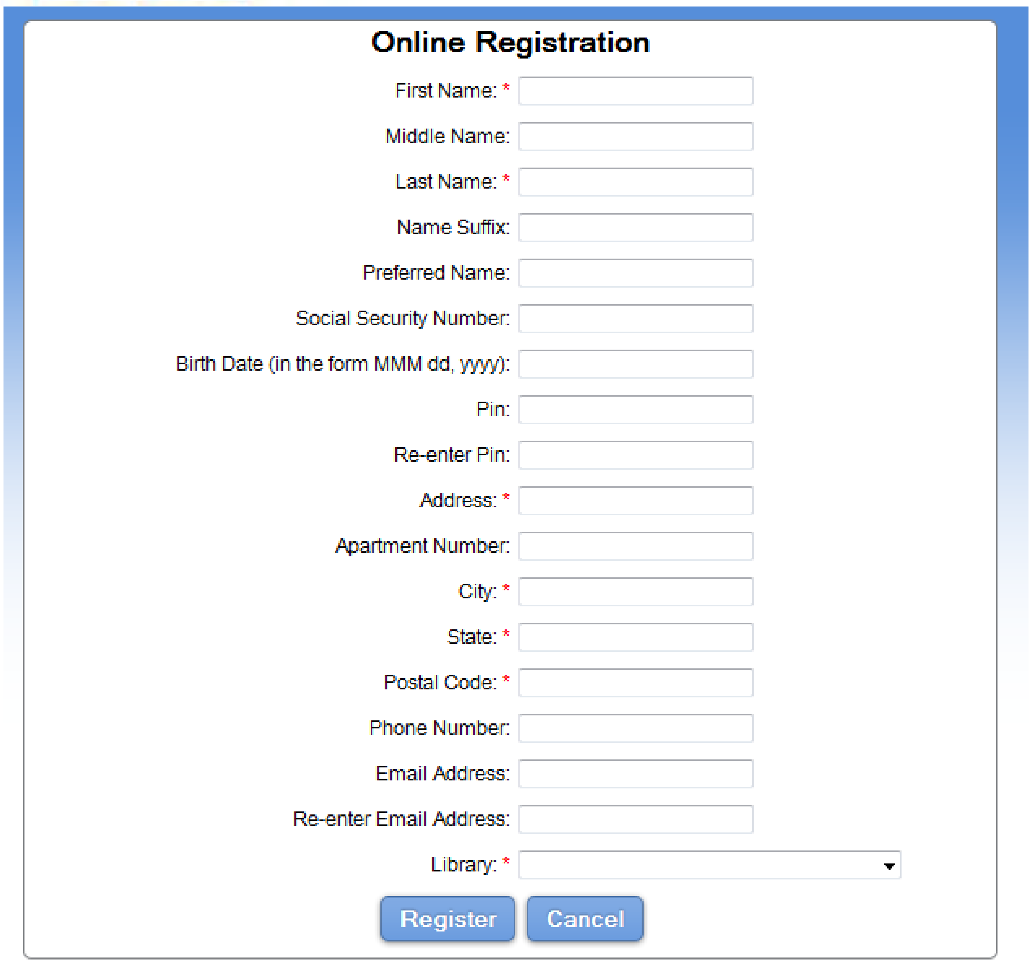


Symphony Self Registration Field Configuration

Note: First Name, Last Name, Address, City, State, Zip, and Library are always "required"

Middle Name:	Required	Not Required	Not Shown
Name Suffix:	Required	Not Required	Not Shown
Preferred Name:	Required	Not Required	Not Shown
Social Security Number:	Required	Not Required	Not Shown
Birth Date (in the form MMM dd, yyyy):	Required	Not Required	Not Shown
Pin:	Required	Not Required	Not Shown
Apartment Number:	Required	Not Required	Not Shown
Phone Number:	Required	Not Required	Not Shown
Email Address:	Required	Not Required	Not Shown

Cancel OK



Online Registration

First Name: *
Middle Name:
Last Name: *
Name Suffix:
Preferred Name:
Social Security Number:
Birth Date (in the form MMM dd, yyyy):
Pin:
Re-enter Pin:
Address: *
Apartment Number:
City: *
State: *
Postal Code: *
Phone Number:
Email Address:
Re-enter Email Address:
Library: *

Register Cancel

Symphony requires certain fields:

- First Name
- Last Name
- Address
- City

- State
- Zip
- Library

The following optional fields can be added to the Online Patron Registration form if desired:

- Middle Name
- Name Suffix
- Preferred Name
- Birth Date
- Pin
- Apartment Number
- Phone Number
- Email Address

g) Describe how to delete or edit selected patron records by batch mode.	See details below.

For user records, the following patron information can be globally changed using the Edit User Report: birth year, user categories, department, profile, and mailing address. With respect to mailing addresses, this refers to the address used for correspondence (home, work, etc.). The user profile and user responsibility are defined through policies, so it is not necessary to change the data in the user records themselves. An authorized operator can simply modify the appropriate policy. Examples are hold priority, length of privilege, limits on holds, etc. Staff can select the Load Users report to load user records from a flat ASCII text file into the Symphony user database either creating new users or updating existing users.

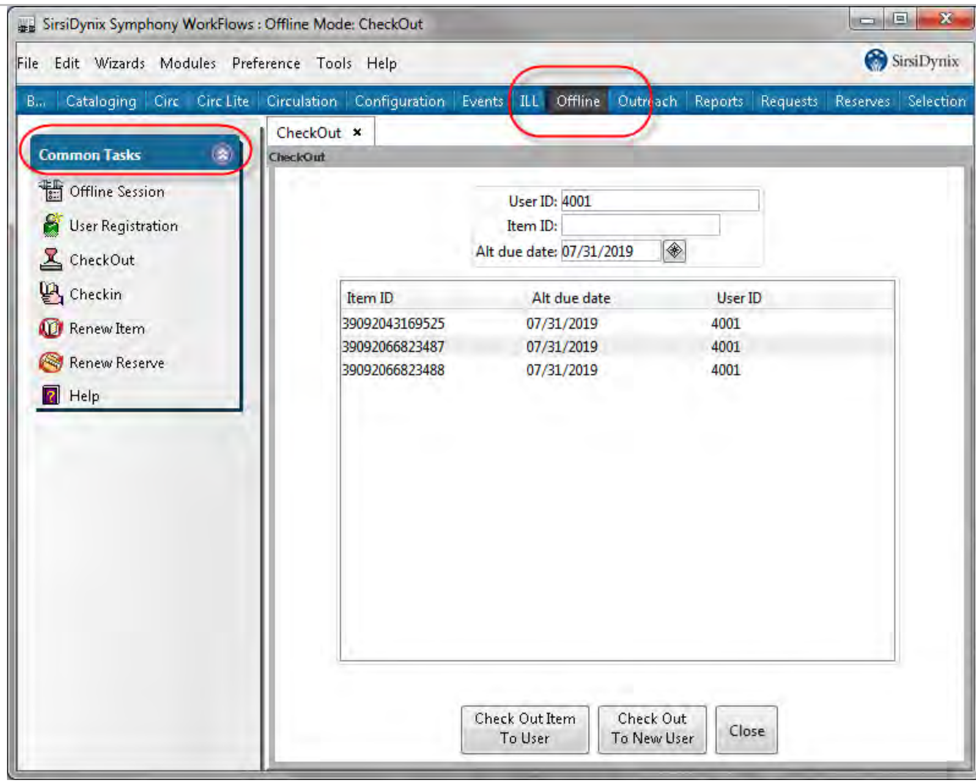
Batch deletions can be accomplished through a standard report in which the authorized operator specifies the period of inactivity and the patron categories to be used as the basis for purging patron records. We also provide a Remove Users wizard for individual records.

Note that the library has the option to run the Remove Users report in test mode and print the information for the user keys that are being removed. No user keys will be removed from the database when the report is run in test mode, and this allows you to see which users will be removed when the report is run.

Symphony's optional APIs will allow you to make additional global modifications, in addition to those capabilities provided with the delivered report.

h) Give a brief overview of the backup or off-line circulation function.	See details below.

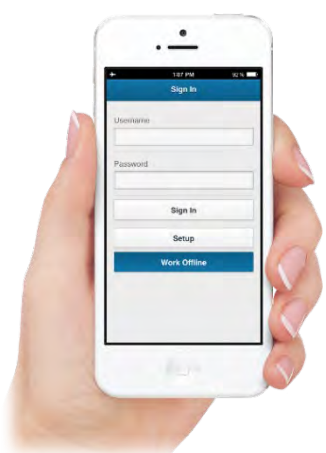
Symphony includes a standard offline circulation module for performing circulation transactions when no connectivity is available. Offline circulation wizards are provided as part of the WorkFlows staff client to enable circulation to continue when the server is down or at locations that may not have online connection to the server. The standalone client toolbar makes available wizards for charging, discharging, and renewing materials as well as for registering new patrons.



Operating in Offline mode, Symphony allows staff to continue transactions including Checkout (above), checkin, renewals, and user registration

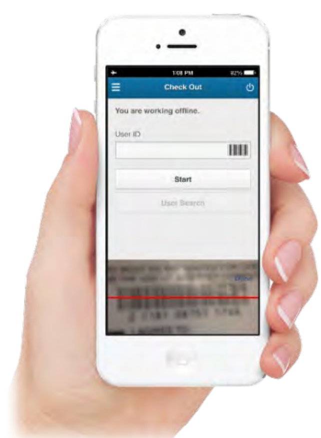
BLUEcloud MobileStaff

The Android or iOS versions of BLUEcloud MobileStaff can also be utilized to perform offline circulation transactions either due to a network failure event or because the library is offering services at a different location where they do not have access to a wireless or cellular network.

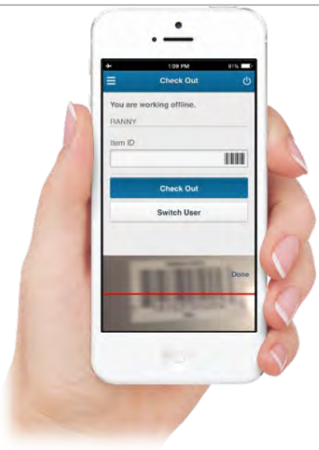


Upon loading the MobileStaff app, staff can select to work offline.

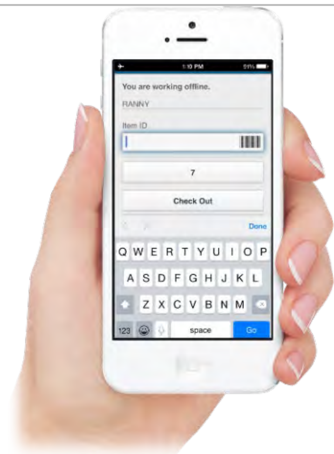
When working offline, the user can specify the appropriate library staff permission level.



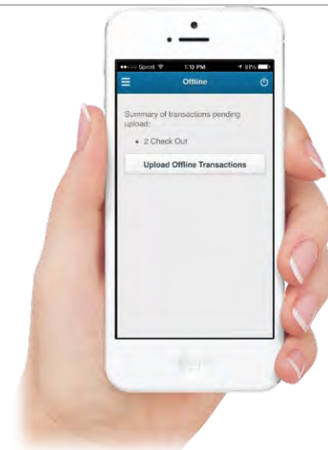
To check out materials, users follow the same procedure as when online, scanning or entering the patron barcode.



And then scanning the item barcode with a connected scanner or the device camera.



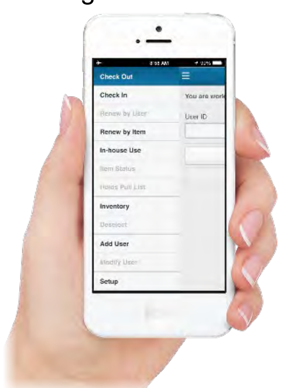
As always, the barcode value can also be keyed in manually.

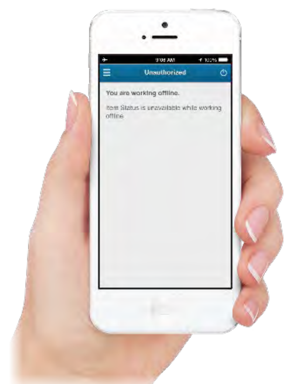


When connectivity is restored, users can simply upload the stored offline transactions

Functions available in MobileStaff when working offline include the following:

- Checkout
- Checkin
- Renew item
- Mark in-house use
- Inventory
- User registration



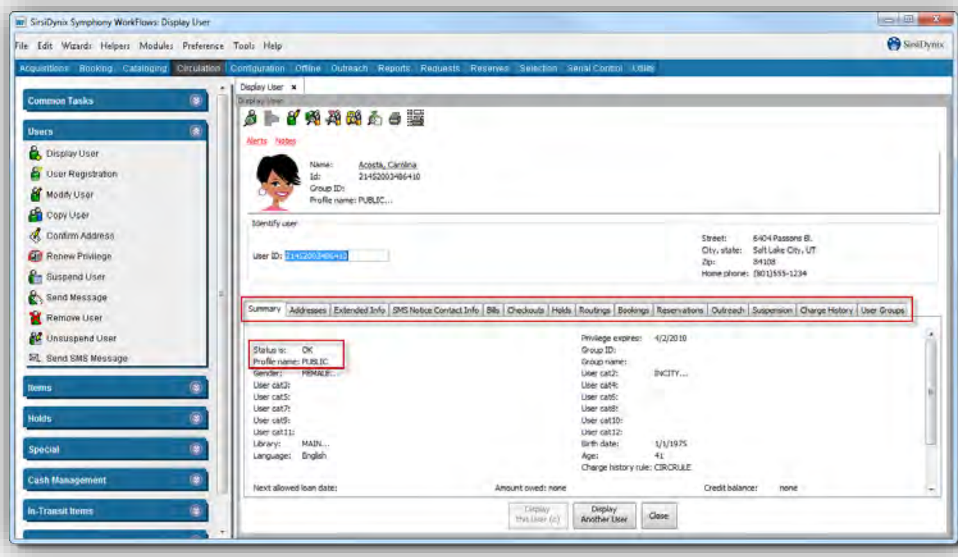


When operating in offline mode, the actions shown in dark print are available and those in grey are not available (because they require pulling live data from the Symphony database). If you attempt to access an action requiring connectivity, a clear error message displays.

i) Describe system-generated and manual blocks, including criteria for blocking, alerting staff, process for adding, removing and overriding blocks, and the effects of blocks on patron notices.	See details below.

The Library may configure patron block thresholds based on the number of overdue items or the amount of accrued fines. To complement these block thresholds, Symphony includes four delinquency types for user statuses: OK, DELINQUENT, BLOCKED or BARRED.

- **OK** – The user has full library privileges as defined in the policy file.
- **DELINQUENT** – The user has unpaid bills or overdue items that have not reached a threshold defined in the policy file. Delinquent users can still check out items and have all the other privileges of OK users, but the workstation operator will be warned that the user is delinquent.
- **BLOCKED** – The user has unpaid bills, accrued fines and/or a number of overdue items that reach certain thresholds defined in the policy file. An override code is required to check out items to a blocked user.
- **BARRED** – The user cannot check out items. A user cannot be automatically barred or unbarred. This status must be set or removed manually by a workstation operator with special privileges.



Patron records include relevant information and are assigned a "profile" which dictates permissions. Patrons also have a status which can be updated manually or by policies and is visible in their record.

Patron Access to Other Areas of System

Symphony checks both item and patron records before allowing circulation or renewal of materials. The Library can block delinquent patrons according to configurable thresholds and control the library privileges allowed to patrons with a specific status. These policies can also take into account the Symphony client being used. For example, you can allow users with a BLOCKED status to renew materials at a self-check machine but not the OPAC.

Overriding Blocks

Override codes can be defined to allow a senior member of staff to perform certain actions that would not normally be allowed by the loan rules. For example, an override code is needed to issue items to a blocked user. The library can define one or several different override codes for many different conditions, and a single code can apply to multiple conditions.

Configuration to Prevent Blocks

To permanently prevent blocks for certain users, the Library can configure a custom user status with an auto-replace setting of REPLACE_NEVER. When patrons are manually assigned this custom user status, they will always have full library privileges, and their user accounts will never be affected by overdue items or bills.

Note that it is also possible to define a user type for which no fines accrue.

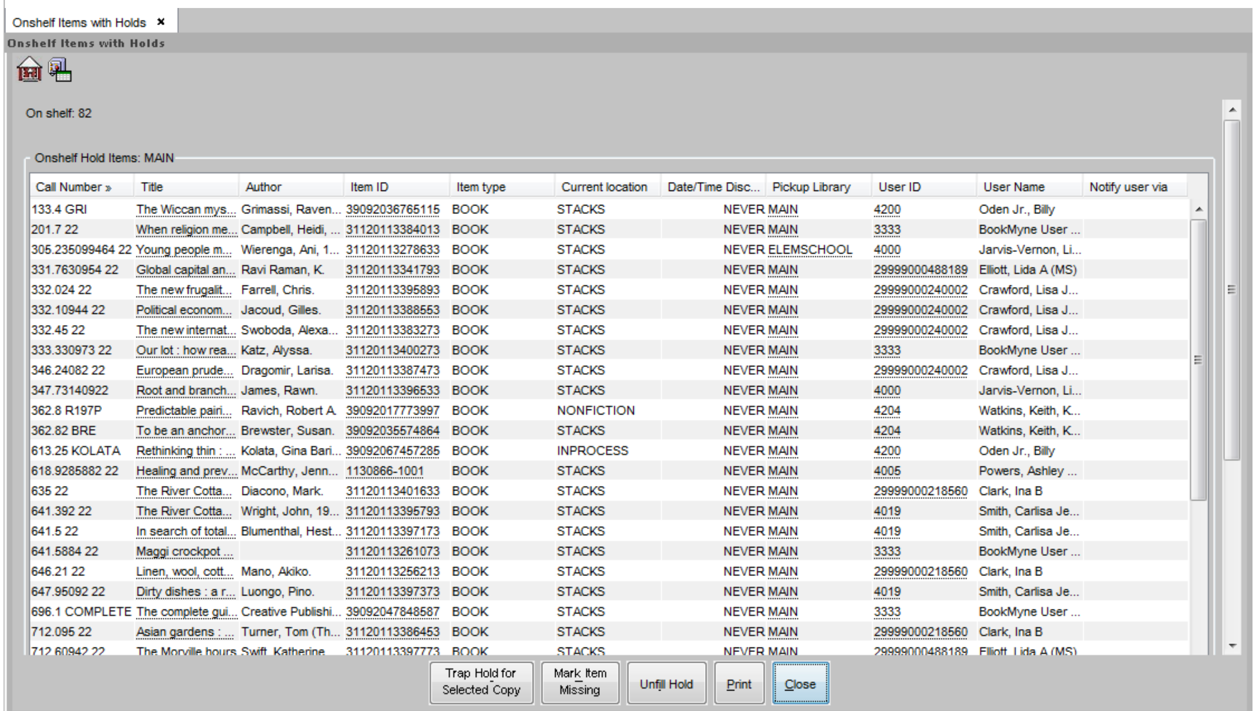
Notices

At any time, authorized staff can initiate notices to a broad category of users including those users with conditions that trigger blocks (e.g., any user with an item 3 or more days overdue). To interactively send a message to an individual users, staff can use the Send Message tool in the Circulation module.

j) Describe the hold and recall functions including placing, deleting, freezing, and displaying hold queue order.	See details below.

System-wide policies control all holds and requests. During implementation, your assigned SirsiDynix project manager works closely with representatives of the library to develop hold-fulfillment policy tables. The matrix created by these hold policies is called Demand Management. With Demand Management policies, holds are either Title-level holds or Copy-level holds. In a multi-library system, these holds are applied across a range (Library, Group, System) of item records to further indicate the extent of the hold.

The Trap Holds wizard can be used to link/trap items to fill holds. The wizard can be used to process on shelf items selected by the 'List Onshelf Items With Holds' report. The Trap Holds wizard indicates if an item should be routed and to where it should be routed. Symphony also has an Onshelf Items wizard, which imitates the functionality of the List Onshelf items with Holds report but can be configured to update in real-time as holds are placed, cancelled, suspended, or unsuspended manually throughout the day. This allows staff to update the hold item list interactively.



Call Number »	Title	Author	Item ID	Item type	Current location	Date/Time Disc...	Pickup Library	User ID	User Name	Notify user via
133.4 GRI	The Wiccan mys...	Grimassi, Raven...	39092036765115	BOOK	STACKS	NEVER	MAIN	4200	Oden Jr., Billy	
201.7 22	When religion me...	Campbell, Heidi, ...	31120113384013	BOOK	STACKS	NEVER	MAIN	3333	BookMyne User ...	
305.235099464 22	Young people m...	Wierenga, Ani, 1...	31120113278633	BOOK	STACKS	NEVER	ELEMSCHOOL	4000	Jarvis-Vernon, Li...	
331.7630954 22	Global capital an...	Ravi Raman, K.	31120113341793	BOOK	STACKS	NEVER	MAIN	29999000488189	Elliott, Lida A (MS)	
332.024 22	The new frugalit...	Farrell, Chris.	31120113395893	BOOK	STACKS	NEVER	MAIN	29999000240002	Crawford, Lisa J...	
332.10944 22	Political econom...	Jacoud, Gilles.	31120113388553	BOOK	STACKS	NEVER	MAIN	29999000240002	Crawford, Lisa J...	
332.45 22	The new internat...	Swoboda, Alexa...	31120113383273	BOOK	STACKS	NEVER	MAIN	29999000240002	Crawford, Lisa J...	
333.330973 22	Our lot : how rea...	Katz, Alyssa.	31120113400273	BOOK	STACKS	NEVER	MAIN	3333	BookMyne User ...	
346.24082 22	European prude...	Dragomir, Larisa.	31120113387473	BOOK	STACKS	NEVER	MAIN	29999000240002	Crawford, Lisa J...	
347.73140922	Root and branch...	James, Rawn.	31120113396533	BOOK	STACKS	NEVER	MAIN	4000	Jarvis-Vernon, Li...	
362.8 R197P	Predictable pairi...	Ravich, Robert A.	39092017773997	BOOK	NONFICTION	NEVER	MAIN	4204	Watkins, Keith, K...	
362.82 BRE	To be an anchor...	Brewster, Susan.	39092035574864	BOOK	STACKS	NEVER	MAIN	4204	Watkins, Keith, K...	
613.25 KOLATA	Rethinking thin : ...	Kolata, Gina Bari...	39092067457285	BOOK	INPROCESS	NEVER	MAIN	4200	Oden Jr., Billy	
618.9285882 22	Healing and prev...	McCarthy, Jenn...	1130866-1001	BOOK	STACKS	NEVER	MAIN	4005	Powers, Ashley ...	
635 22	The River Cotta...	Diacono, Mark.	31120113401633	BOOK	STACKS	NEVER	MAIN	29999000218560	Clark, Ina B	
641.392 22	The River Cotta...	Wright, John, 19...	31120113395793	BOOK	STACKS	NEVER	MAIN	4019	Smith, Carlisa Je...	
641.5 22	In search of total...	Blumenthal, Hest...	31120113397173	BOOK	STACKS	NEVER	MAIN	4019	Smith, Carlisa Je...	
641.5884 22	Maggi crockpot ...		31120113261073	BOOK	STACKS	NEVER	MAIN	3333	BookMyne User ...	
646.21 22	Linen, wool, cott...	Mano, Akiko.	31120113256213	BOOK	STACKS	NEVER	MAIN	29999000218560	Clark, Ina B	
647.95092 22	Dirty dishes : a r...	Luongo, Pino.	31120113397373	BOOK	STACKS	NEVER	MAIN	4019	Smith, Carlisa Je...	
696.1 COMPLETE	The complete gui...	Creative Publishi...	39092047848587	BOOK	STACKS	NEVER	MAIN	3333	BookMyne User ...	
712.095 22	Asian gardens : ...	Turner, Tom (Th...	31120113386453	BOOK	STACKS	NEVER	MAIN	29999000218560	Clark, Ina B	
712.60942 22	The Morville hours	Swift, Katherine	31120113397773	BOOK	STACKS	NEVER	MAIN	29999000488189	Elliott, Lida A (MS)	

Onshelf Items with Holds Wizard

Should the library prefer to defer items for hold filling, policies can be set to limit items' availability to fill holds at other branches or libraries. Policies control whether holds may be placed according to any combination of item type, item's owning library, and user profile. If a hold may be placed, then it is possible to limit the set of libraries against which the hold may be placed. This set of libraries can consist of all libraries, a subset of libraries in the system, only the library which owns the requested item, or no libraries (which in effect means no hold can be created). If a hold may be placed, policies can also determine if that location's patrons have priority. The system can also be configured to base priority by hold pickup library.

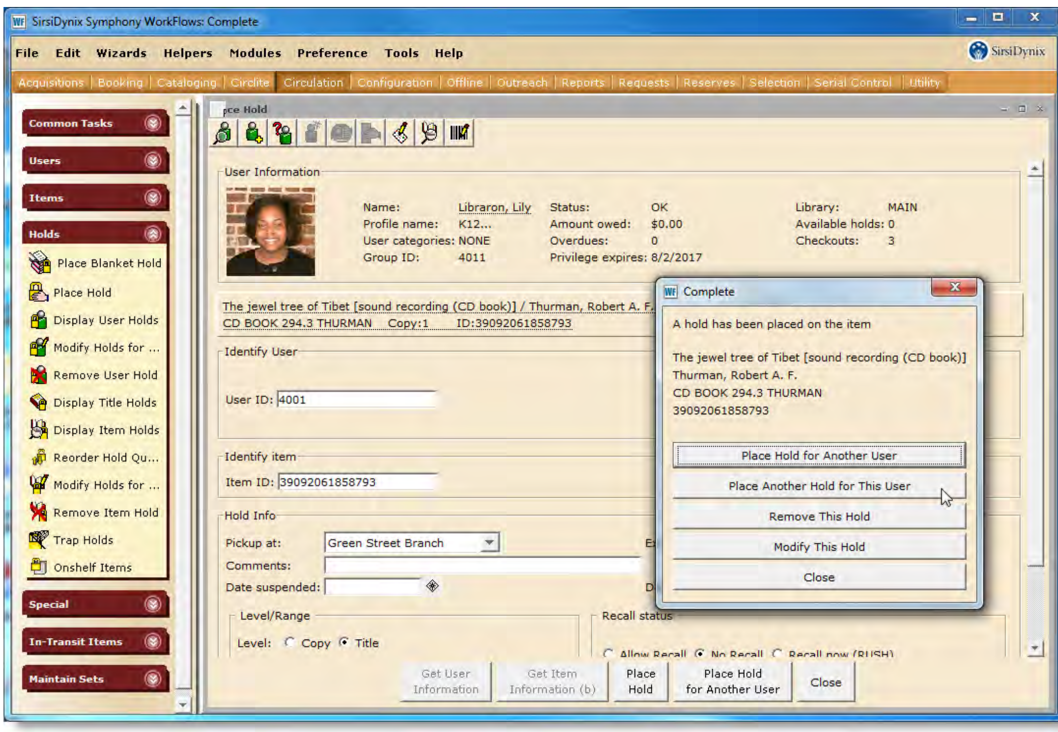
The OPAC Hold Range attribute in the Symphony Hold Map policies allows libraries to set a hold range on holds placed in the Enterprise. This provides sites with more control over how holds are filled and the items used to fill the holds. With the ability to set the Enterprise hold range with the Hold Map policies, a library can limit specific item types from leaving the library or the library's group without changing the overall hold permissions.

This will allow a consortium to honor reciprocity agreements between libraries within the system when users place holds from the Enterprise OPAC. For example, if Rockefeller library only wants Rockefeller users to place holds on a NEWBOOK item type (so that users from other libraries are not allowed to place holds against Rockefeller's NEWBOOK), then Rockefeller library can control which users can place holds on NEWBOOK items by using the OPAC Hold Range feature.

If desired, hold fulfillment may also be prioritized by giving precedence for a library's items to be first used to fill holds by patrons in defined groups of libraries OR to first fill holds that will be picked up at a given library or group of libraries. This allows holds queues to be reshuffled automatically based on library policies. Symphony also supports "ordered holds fill" which allows the library system to define which libraries' items will fill holds based on factors such as geographical convenience. For example, when the List Onshelf Items with Holds report runs, the library can tell the Symphony system holds at a given library should be filled by library A, then library B, then library C based on those library locations being more geographically convenient than other libraries in the system.

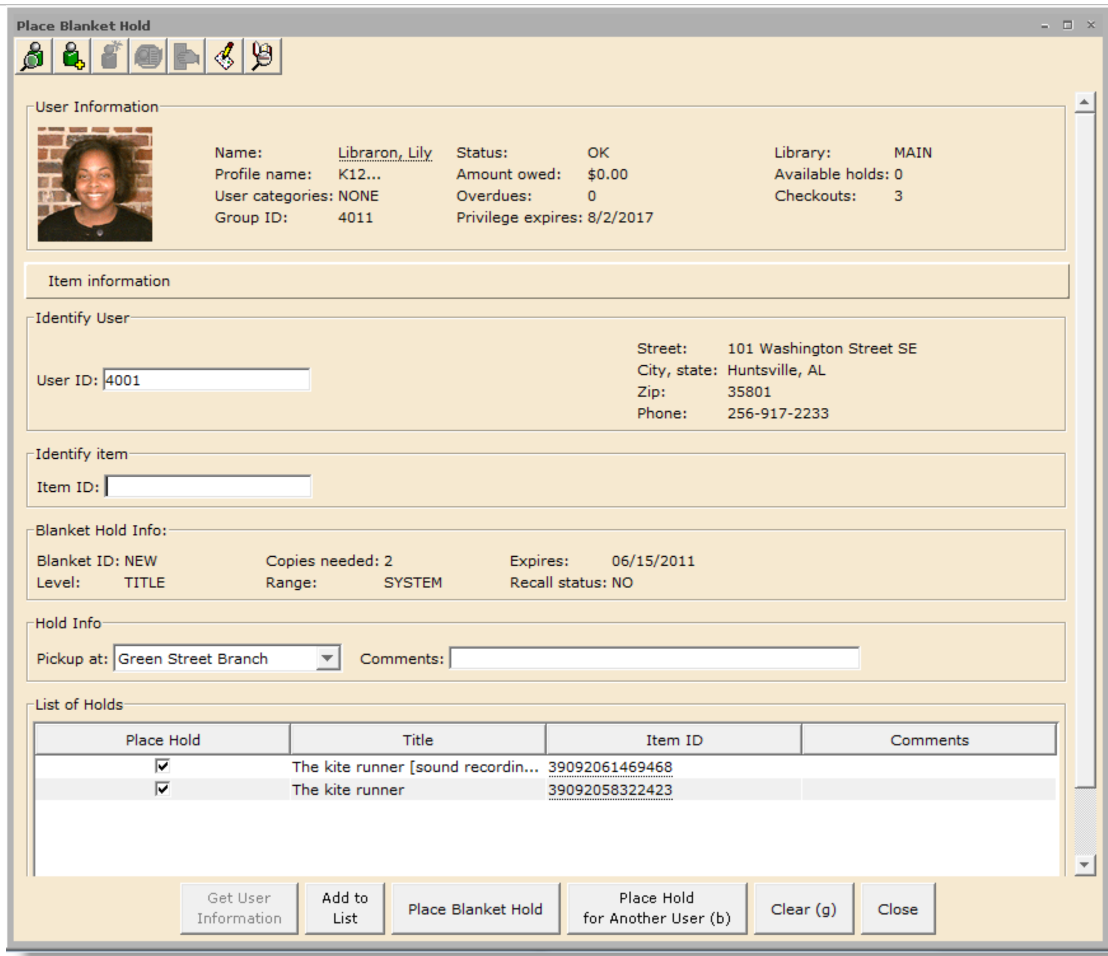
Symphony permits automation of a significant portion of hold fulfillment processing. Each library branch runs the List Onshelf Items with Holds report, with the owning library's staff able to mark the requested copy "unavailable" if an item cannot be located. Then Symphony automatically transfers the request to the next available copy in the system. If an available copy is not located, staff send the Cancel Hold Notice with library-customized text to a user.

Staff create holds using the Place Hold wizard, or patrons place holds through Enterprise. In the Place Hold wizard, staff specify the hold level, and the record range for the hold (if applicable) as well as dates to suspend and unsuspend a hold. Staff and patrons can suspend a hold if the user will be on vacation or academic break when the item becomes available; the user's hold can resume its place in the hold queue when the suspension period ends.



The Place Hold wizard allows the operator to place multiple sequential holds, entering a new user ID each time.

SirsiDynix Symphony supports title- and copy-level hold requests. We also provide the **Blanket Hold** wizard. Blanket Holds will satisfy a hold where a user wants any book(s) by a particular author or any item(s) on a specific subject. Users specify how long they want the blanket hold to last, how many items secured by the blanket hold will satisfy the hold, and pickup location (e.g., four books by Atwood before June 15, 2020).

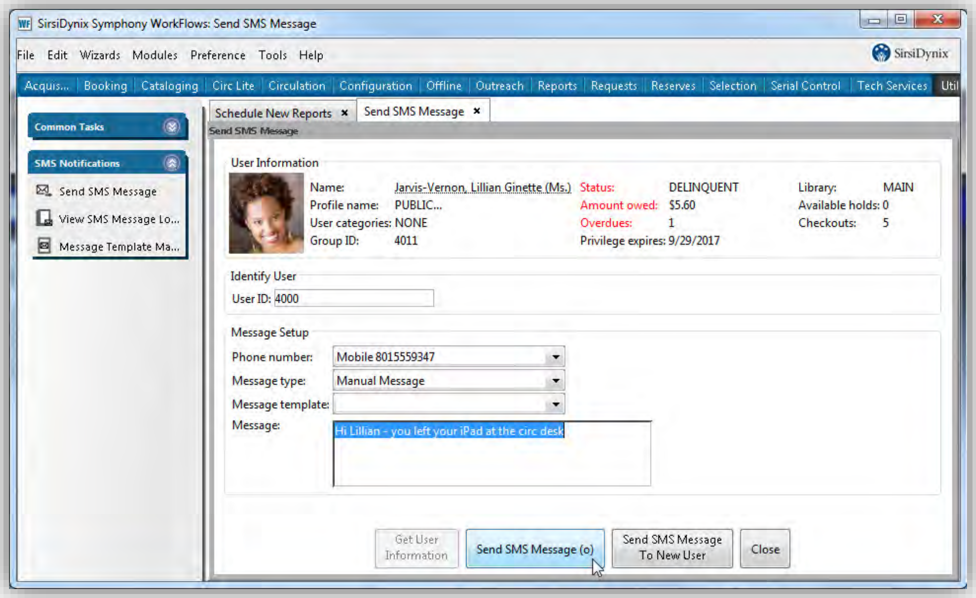


k) Detail capabilities for generating patron notices. Specify how notices can be customized. Specify whether notices by email, texting (SMS), and automated telephone alerts are supported, and how undelivered notices are handled by the system.	See details below.

Print, email, SMS, and telephone communications are available for user communications. A user's preferred notification method can be stored on the user record.

At any time, authorized staff can initiate notices to a broad category of users including those users with conditions that trigger blocks (e.g., any user with an item 3 or more days overdue). To interactively send a message to an individual users, staff can use the Send Message tool in the Circulation module.

Libraries can also send an SMS message to a user interactively using the Send SMS Message tool. With this tool, librarians can create and send a message to an individual user for a specific reason, such as when materials have been left at the library.



Scheduled Triggers

The Library will send the majority of notifications through scheduled triggers. The Library can configure notifications to be sent out on virtually any schedule using the reporting module in Symphony WorkFlows.

Event-Based Triggers

Typically, notifications about events are triggered by regularly scheduled reports. For instance, after a hold is made available, a daily report may send notices to all users with a hold that was filled in the last 24 hours.

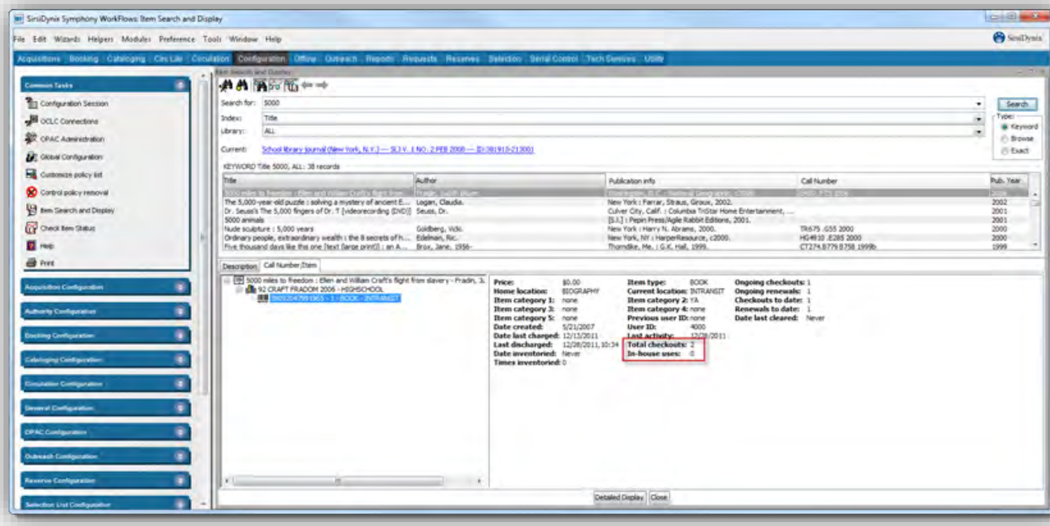
Customization

The Library can create a practically unlimited number of notices for announcements, event triggers, etc. The text for these notices can include variable information from the ILS, such as titles or shelfmarks.

Tracking

Staff can view prior notices in the appropriate record. For example, in a user record, the glossary for an individual checkout displays notices such as overdue and recall. Additionally, Symphony logs detail all events, including notices sent. This data is harvested by the BLUEcloud Analytics tool for reporting.

l) Describe process for circulating material if no record exists in the catalog (e.g. Circ on the fly).	See details below.
The Add Brief Title wizard supports on-the-fly circulation checkout. The brief record template can be set by default values, e.g., item type of UNCATALOGED, item home location of CATALOGING. Symphony will automatically route the item to this default home location upon checkin so staff know additional cataloging needs to be done.	
m) Specify capability of providing circulation counts or statistics for items used in-house.	See details below.
In Symphony, each item record contains separate counters that automatically increment when the item is checked-out or collected and returned to the shelves following in-house use. In house use is tracked separately - items processed this way will not show as checkouts or checkins, only as in house use items. They are tracked completely separately from other checkins even though they are processed in the checkin window.	



Transaction counters are available in all item records.

n) Describe how items circulate without an item barcode attached.	See details in l) above.
o) Can Patron records be loaded and/or registered without a barcode or patron id number attached?	See details below.

To permit circulation to a user, Symphony requires a unique user ID, which is typically a barcode number corresponding to the number on the user's library card, a user profile and the library with which the user is registered or associated. Our Load User report can create and update/overlay existing user records, based upon library-specified match points. SirsiDynix Symphony protects all system-generated and library-defined data fields, updating only designated fields in the affected user records.

p) Will system show fine totals for items in circulation that are collecting fines, in addition to items that have been checked in with fines?	Y
q) When a hold is processed is it possible for all hold information to show on the first screen, instead of requiring several clicks and screens to get all the information?	Y See details in j) above.
5.7 Interlibrary Loan	
a) Briefly describe Interlibrary Loan compatibility and functionality.	See details below.

Symphony tracks and circulates materials received from and sent to other libraries in the same way as materials owned by the requesting library. Materials received from another library through interlibrary loan are checked out to the ILL department (Inter-Library Loan) and recirculated to patrons from there. When materials are lent to another library through interlibrary loan, that library is made a user on the system, the materials are checked out to it and recirculated from there. Separate statistics for inter-library loans are kept so that reports referring only to interlibrary loans may be obtained. Your library determines the loan periods required using policy tables, and assigns them appropriately.

The Enterprise discovery interface supports patron ILL requests. Using the REQUEST feature, users may complete online ILL request forms and transmit the requests electronically. The System Administrator can tailor the list of on-line request forms and the format of each request and response form. Certain fields in each form can be defined as required to ensure that the request is adequately completed before being stored. The completed request is checked by the system to ensure that all required fields have been completed and that the user ID is valid and sent to the ILL librarian for processing. The library's response to the ILL request (received, processing, ready, etc.,) can be recorded for display in the user's password-protected OPAC account.

When the user is connected to a remote resource via Z39.50, Symphony will automatically fill in the bibliographic and location information from the record displayed at the time the request is initiated, so the user needs only to input any other data required by the library (e.g. "need before" dates, etc.), before sending the request.

The ILL request can also be a library-defined blank request form, into which the user can enter required bibliographic information sufficient to identify the item requested, and other notes, such as date needed. The completed request is checked by the system to ensure that all required fields have been completed and that the user ID is valid and sent to the ILL librarian.

The ILL request is attached to the user record, alerting staff to the presence of a request. A basic catalog record is automatically created on the system, and when an item is received, the system generates a temporary item record. This is used to issue the material for a designated amount of time. The library defines whether the record appears on the public access catalog and if it can be requested by other end-users or not. The acquisitions module is utilized to maintain ILL budget expenditure.

Once a user-generated ILL request is placed with an intended lender, the library can respond electronically to the user as a reply linked to the same request form, advising him/her that the request has been placed. Filled/unfilled ILL request forms can be counted as a report as often as needed. If the library creates a brief record on Symphony at the time the request is sent, a hold can be placed on the requested item so that the user will be notified automatically when the item is received.

Staff can create/receive bi-directional messages to/from the user's account, if desired, so the user will be kept informed of his/her request's progress. ILL staff or Circulation staff can use the Add Brief Title wizard to create a skeletal bib record for the borrowed item. The Add Brief Title wizard properties can be preset to automatically complete certain record fields, e.g., Home Location is ILL_DESK, item type of ILL_BOOK, etc. Staff can use the Bill User wizard to cover costs, or the library can set up an automatic, system-generated fee for ILL services. The library will already have circulation loan period and billing structure policies in place, and Symphony will enforce these policies. For instance, an ILL item type can be checked out for three weeks, with no renewal permitted, with a $1/day overdue billing structure. When the patron comes to checkout his/her requested ILL material, staff use the familiar Circulation checkout/checkin wizards.

For ILL processes, materials received from another library through interlibrary loan are typically checked out to a 'pseudo user' for the ILL department and recirculated to patrons from there. When materials are lent to another library through interlibrary loan, that library is made a user on the system—the materials are checked out to it and recirculated from there.

In Symphony, administrators can configure multiple ILL statuses for reporting and display in the Enterprise discovery interface. The library determines the loan periods required using policy tables, and assigns them appropriately. Separate statistics for interlibrary loans are kept so that reports referring only to interlibrary loans may be obtained.

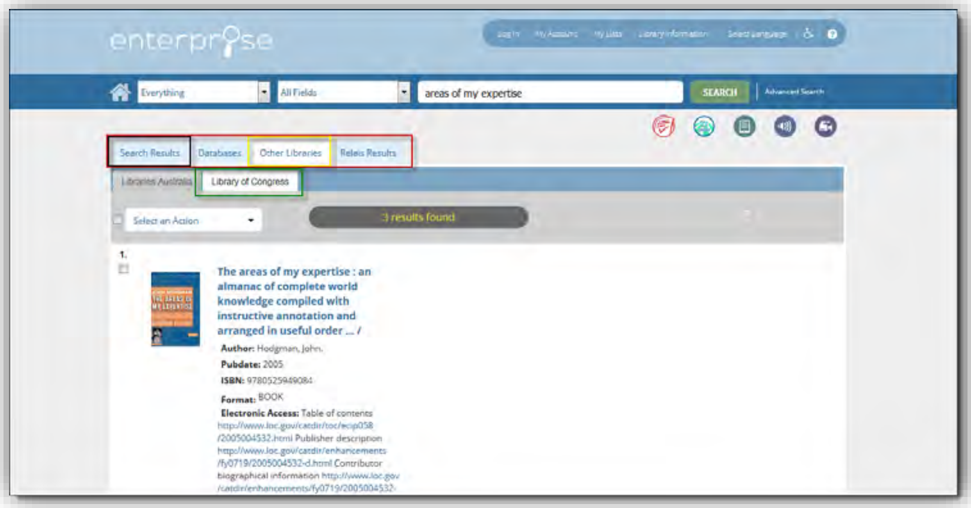
ILL functionality is integrated with other components of the system. This includes circulation, where the library defines the loan rules for ILL items. The library controls recall and overdue notices for interlibrary material, as well as the loan period, renewals policy and any charges for lost or damaged material. Additionally, Symphony can integrate through SIP2 or NCIP through various automation tools for ILL, such as Relais and SirsiDynix's solution is fully OpenURL-compliant.

b) Describe batch processing/printing functions that are similar to First Search OCLC.	See details below.

Currently for WorldCat, there are two options: First, a site can set up WorldCat as a search target within Enterprise, so that the patron can search and discover holdings from external catalogs. Or, a site can use the Quicksearch option to set up a link to an external site, and present it in an iFrame in Enterprise.

As well, searches from Enterprise can be redirected to social sites and any site using an Enterprise widget.

For Z39.50 sites, Symphony and Enterprise provide native search capabilities. This includes the ability to search and save records, add records to lists, etc.



Configured external catalogs are searched simultaneous to the library catalog. The library catalog results display initially (black). Additional targets can be selected (red), including Z39.50 targets (yellow) and results from individual Z39.50 targets (green; selected above).

c) Borrowing Request must include patron barcode.	Y
d) Borrowing Request must include courier code.	Y In addition to standard fields, free text comments can be included.
e) Describe system's function for printing mailing labels.	Symphony's report generator can export Label reports information in a format designed for printing labels, e.g., mailing labels for users and vendors.
f) Describe any existing interoperability with other ILL products.	See details below.

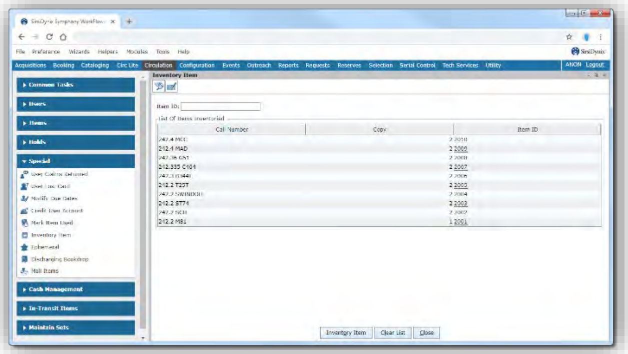
Symphony will interface with tested SIP2 or NCIP-compliant systems, including SirsiDynix URSA, Relais and Fretwell Downing's VDX. Appropriate licenses are required.

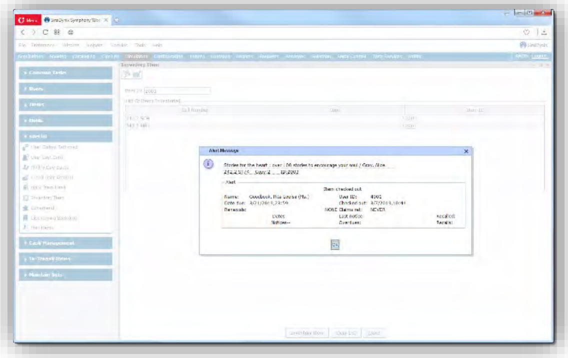
Patrons can place ILL requests from within the OPAC, which Symphony will autopopulate with both bibliographic and patron information. With the addition of SirsiDynix's OCLC Protocol Interlibrary Loan Interface the Library's ILL requests can be sent directly to OCLC, using OCLC's ILL protocol format, which incorporates applicable portions of the ISO 10160/10161 protocols. The WorkFlows ILL toolbar includes selected circulation wizards that help ILL staff to streamline ILL processing by setting appropriate default values for common ILL tasks.

<u>5.8 Inventory control</u>	
a) Provide a brief overview of inventory control, including capabilities of records to support copy-level and item-level information.	See details below.

Our solution includes comprehensive tools for all types of inventory tasks, including daily and periodic incremental inventory procedures as well as large wholesale inventory projects. Inventory tools are available both through the standard Symphony staff client and the BLUEcloud MobileStaff app for small form factor devices. Batch actions and reporting options are also available to record inventory data gathered through manual inventories, using external systems, etc.

Symphony's Inventory Item tool creates a physical inventory list of items by entering item IDs (most commonly by reading barcodes or RFID chips). This updates both the Times Inventoried counter and the Date Inventoried field in the item record. If Symphony determines that the item currently should be anywhere but on the shelf in its current location, an alert message displays to indicate what should be done with the item (e.g. an item is misshelved, item shows as checked out to a user, or the item needs to be routed to reserves or the hold shelf).





You can perform inventory on a per-item basis in the standard staff client. Special conditions trigger alerts.

BLUEcloud MobileStaff includes inventorying tools, allowing staff to perform inventory tasks conveniently. The system is also available from a web browser, but is generally best suited for use on portable iOS and Android devices as an app. Using MobileStaff, you can take inventory (online or offline) using either the device camera or a peripheral scanner, such as a Bluetooth barcode scanner or RFID pad.

BLUEcloud MobileStaff is well-suited for both largescale and ongoing/ incremental inventory tasks.

You can use the device camera or (more ideally) a Bluetooth scanner to mark items as inventoried.

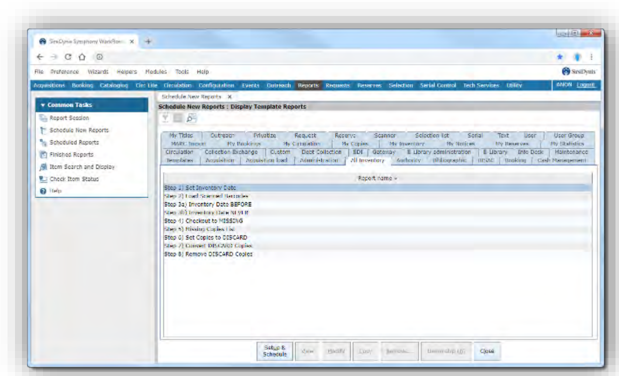
MobileStaff alerts you if a scanned item's call number, as compared to the previous item's call number indicates that it is out of place.

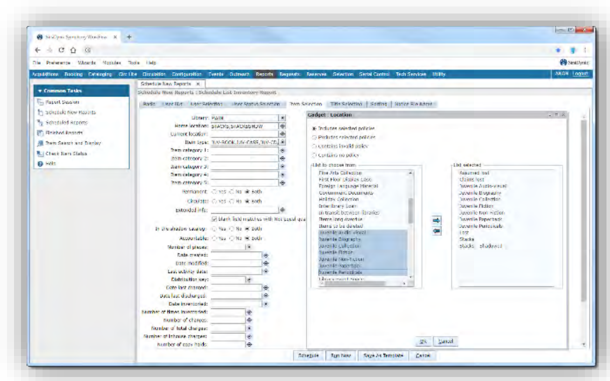
If an item is shelved in the wrong location (e.g., it is with the reference collection when it should be in the stacks), a clear notification shows.

If an item currently charged to a user (checked out) turns up in an inventory, a message indicates this status so it can be checked in.

The item can be discharged without even rescanning by navigating to the Check In tool, which remembers the last scanned item.

Inventory reports, dashboards, etc. can provide powerful analysis, summaries, and lists of misshelved items, missing items, etc. in order to inform collection decisions based on real-world information and reliable data.





Symphony also offers inventory batch action reports

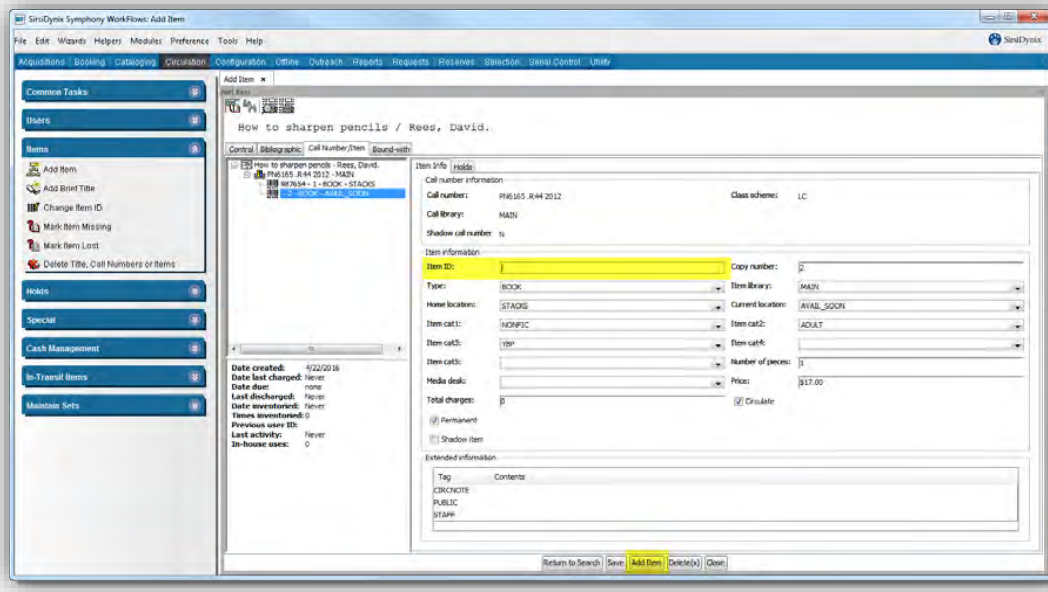
Inventory tasks can also be performed using third party tools. Symphony fully supports the SIP2 protocol, allowing you to use RFID or other inventory systems specifically designed for libraries. You can also integrate with these or any other inventory system (which could be as simple as a system that can read barcode values and list them in a standard format, such as csv) using manual batch loads or optional API tools that automatically import data to Symphony.

Based on information gathered by any type of inventory tasks, Symphony can automate a number of bulk processes. For example, you can generate a list of items that should have been in a given location but were not present (e.g., items that were neither inventoried during nor accounted for by another status—such as checked out, on the hold shelf, etc.). These items can be marked as missing, shadowed, made unholdable/unrequestable, or whatever other workflows your library deems appropriate.

b) Describe use of barcodes in relation to item records, e.g., if the barcode can be changed while preserving the association with item data, safeguards to prevent the use of duplicate barcodes.	See details below.

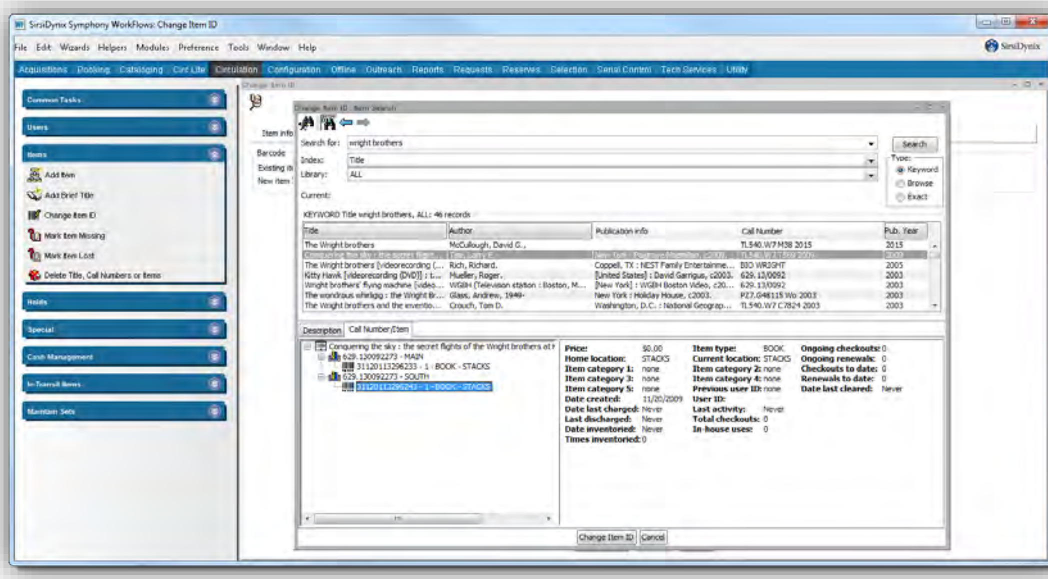
The Add Item tool allows operators to add as many items to the record as needed. All that is necessary is for operators to scan the new barcodes. They can also edit default item-level fields if needed.

The item ID, sometimes referred to as the barcode, uniquely identifies an item and is typically the human-readable number on the item's barcode. Auto-generated item IDs can be created by the system; Symphony first provides an automatically generated item ID for each copy in the form 9999-1001. The item ID can be updated with a real barcode number if desired.

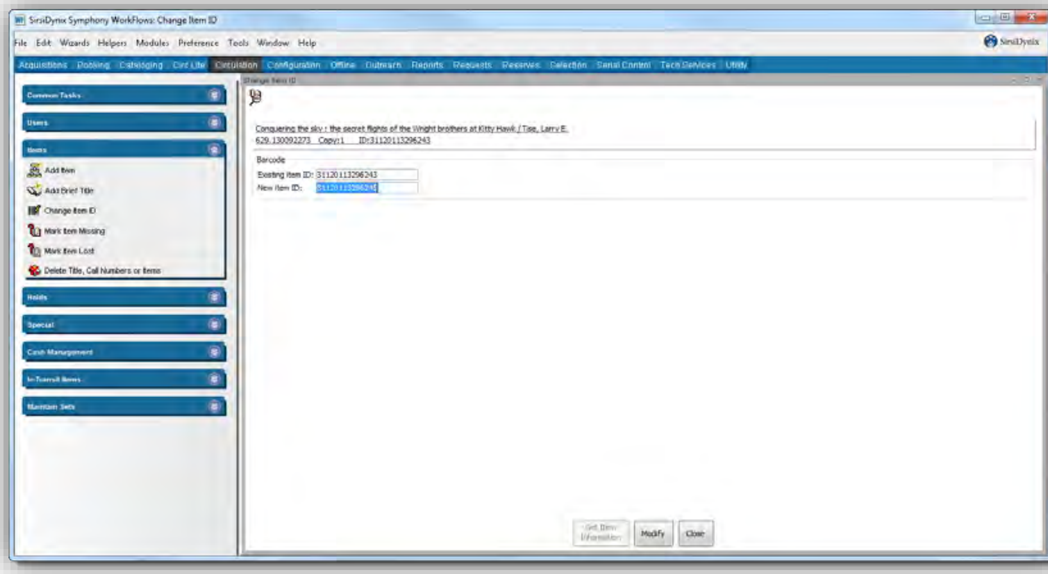


Item ID is typically the item's barcode.

Authorized staff have access to The Change Item ID screen from which they can easily change an item's barcode to a new value.



From the Change Item ID screen,* authorized *users can select an existing item (above) and create a new barcode (below)

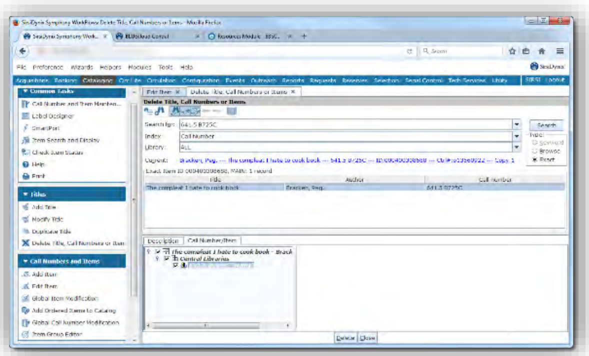


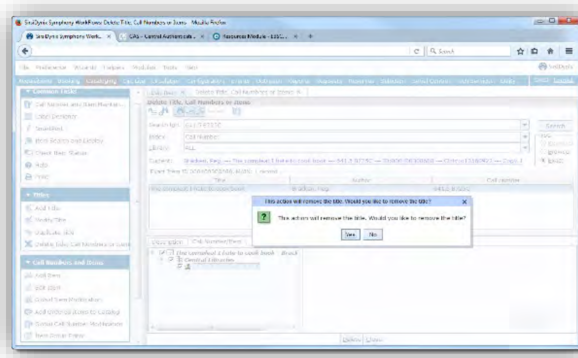
From the Modify Due Dates screen, you can easily change the due date for one or more checked out items.

c) Describe safeguards in place to prevent deletion of an item record if there is an active link to another record in the system, e.g., circulation charges, remote storage location, etc.	See details below.

It is possible to delete records individually online at the WorkFlows workstation. Authorized staff can remove individual items or complete bibliographic records online using the Remove Item wizard. To prevent unauthorized use, the remove function can be either disabled or PIN-protected.

When library staff use the Remove Title, Call Numbers, or Items wizard, WorkFlows displays a summary of all the title's call numbers and copies, from which staff can remove all or selected copies. An exception list indicates why any individual copies cannot be removed—for instance, if these items are on loan or have active holds. Libraries can configure a property that warns users when the last copy of the title or the last copy in a library group is about to be removed; otherwise, no warning will be given unless the title is about to be deleted.





Symphony alerts you when deleting a call number or item record would result in the removal of a title.

In addition, SirsiDynix Symphony provides a two-stage batch process for the automatic flagging and deletion of catalog items. The report Set Items to DISCARD can move a precisely defined batch of items to the location DISCARD. Items may also be flagged individually by editing their location to DISCARD online in WorkFlows. Staff can review the items in DISCARD before removing them.

Alternatively, the Convert DISCARD Items report selects items based on the user ID to which they are charged, and optionally on title or charge characteristics, and changes the current location of the selected items to DISCARD.

After review, these items are removed using the Remove DISCARD Items report, which authorized staff can run anytime or schedule to run periodically. Records to be removed from the catalog may either be deleted or archived to the shadow catalog, where the records are suppressed from the OPAC. This facility is available for both individual and batch item removals.

SirsiDynix Symphony won't delete a record until its loan, order, or other special status has been resolved. However, authorized staff can delete items with fines and fees by using the appropriate wizards. The Remove Discard report can also remove items with outstanding fines and fees, while retaining title and call number information in the bill record for later reference and money collection. Libraries can also configure Symphony to use the original logic of not allowing items to be deleted when a bill is attached.

d) Describe the limitations on number of copies/items that can be associated with a single bibliographic or holding record.	See details below.

Each bibliographic record is dynamically linked (via a system-defined control number) to up to 9,999 call number / location records, each of which is linked to a functionally unlimited number of item (copy) records. These items correspond to physical items circulating in your collection and include fields necessary to control and track circulation.

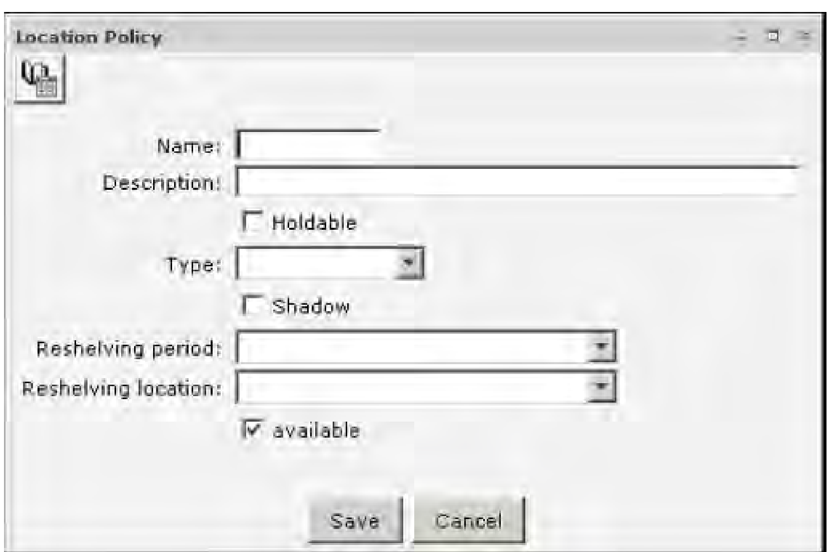
e) Describe capabilities for indicating the status of items in the OPAC, including the library's ability to define conditions, the process for adding and removing statuses, and the tracking mechanisms used for item records.	See details below.

Location Policy designations allow staff to track where items are currently being held. Each item's Current Location displays when the item is searched. In SirsiDynix Symphony, a location is equivalent to an item status. For instance, item locations can be not just physical locations like STACKS, but also collections like NEWBOOKS or workflow statuses like CATALOGING.

Each item has a home location and a current location. The item is always at its home location unless it has been issued. The current location always reflects where the item is right now, whether it is on loan on not.

Staff can define the location name used by that Library when an item is on loan to them. Typically, this location would be "on loan." In addition, libraries can define virtual users such as "lost" or "bindery." When items are issued to these "users," the location will display as "Lost," "Bindery," and so on.

The following options can be configured for each Location Policy:



Holdable – Controls whether items with this status can have holds placed against them. Authorized staff can override this setting, if required.

Type – Special types of statuses. Includes “Assumed Lost,” “Claims Lost,” “None,” “Reserve,” “Reshelving,” “Transit,” and “Unused.” The “Destroy” and “Destroyed” locations are only used with the accountability module.

Shadow – Items form part of the Shadow catalog and should not display on OPAC.

Reshelving Period – How long the Re-shelving location should be used before reverting to the item’s Current Location.

Reshelving Location Available – If your library does not allow holds for on-shelf, available items, you can use this attribute to prevent items from being considered as “available” when a hold is placed or click “No” to make this Location Policy unavailable.

The Check Item Status wizard can be used to find out where an item belongs and what, if any, action needs to be taken on it. At any time, staff can scan an item barcode into this wizard to find out what action needs to be taken—for example, shelve it in Reference, route it to Library X, or route it to holds. This wizard is particularly useful when you are trying to find out what to do with a stack of books that mysteriously turned up at the circulation desk.

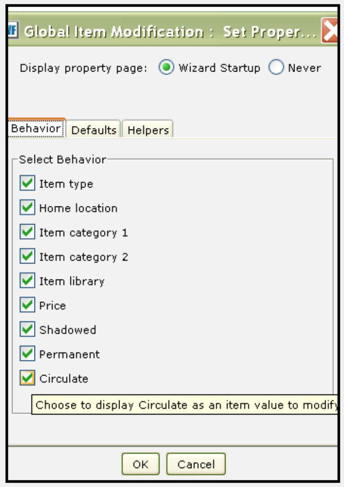
The Enterprise discovery solution displays near-real-time availability for materials in the library catalog. As users interact with the catalog (e.g., to place holds on items), Enterprise will update the title’s availability, number of requests, etc.

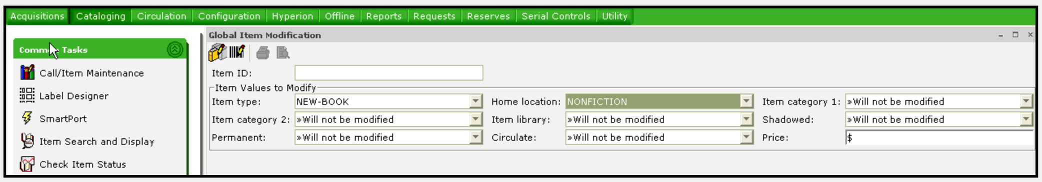
Near-real-time availability for titles in Enterprise. If an Enterprise user were to place a hold on this item, the ‘Holds’ counter would increase to 1.

f) Describe support for global updating of item record data, including locations, loan periods, etc.	See details below.

Symphony provides two methods for global or batch editing of item records: the Global Item Modification wizard and the Item Group Editor.

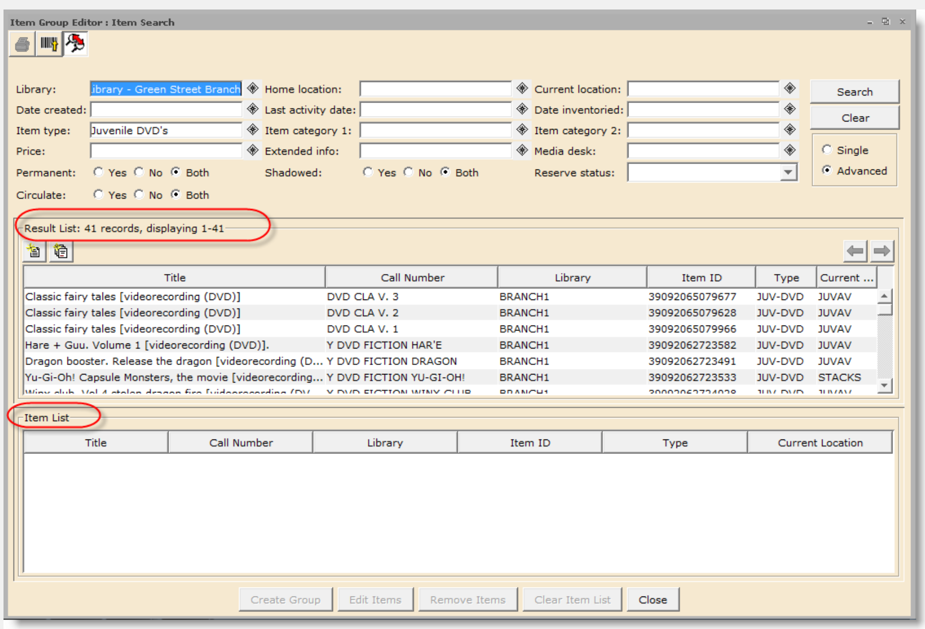
Our Global Item Modification wizard enables staff to change item characteristics such as item type, price, location, and item library for multiple items in a single step. Catalogers can select from a list of editable values, specify the new values to be used, and then apply those changes to all items whose barcodes are scanned. Item statuses (locations) may be altered by reports, such as the Process Long Overdue report, which changes the item location from CHARGED to MISSING.



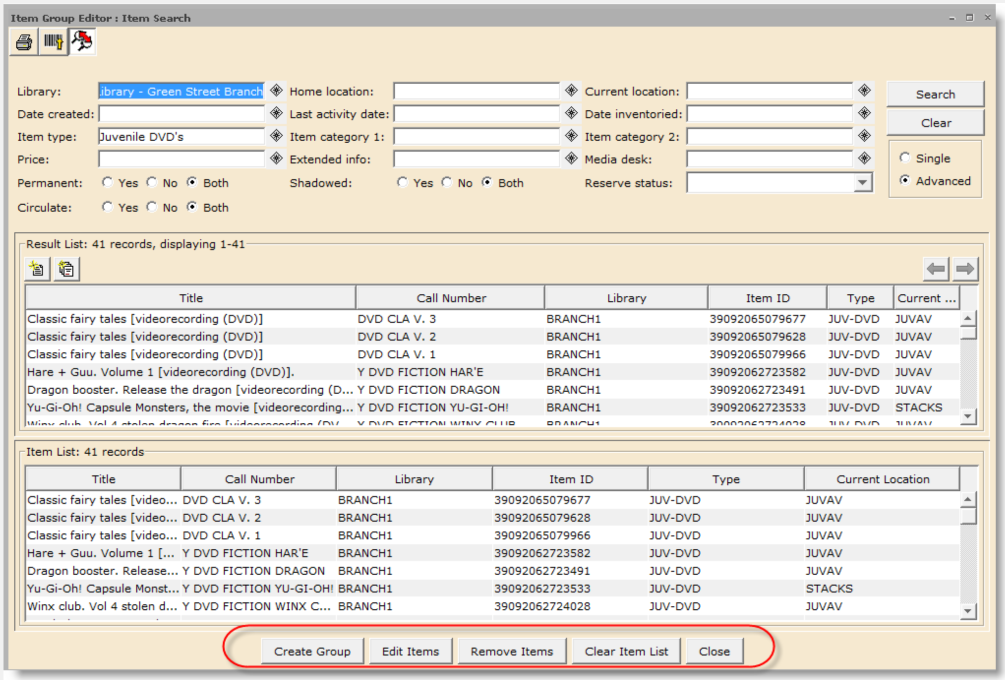


The Item Group Editor wizard lets administrators create a group of items that can be modified together. For example, administrators may need to remove a list of books from circulation. Using the Item Group Editor, they can change the Circulate property for each item in the list at the same time. They can also save the list of items into a group that they can quickly call up for modifications without having to search the items again. Administrators can make modifications to a saved group of items or to an unsaved item list. They can also save the original settings for each item in the group so that they can restore those settings at a later time.

Administrators can manage groups of items to add or remove items to the group, create new groups, merge the items in two or more groups together, and delete groups.

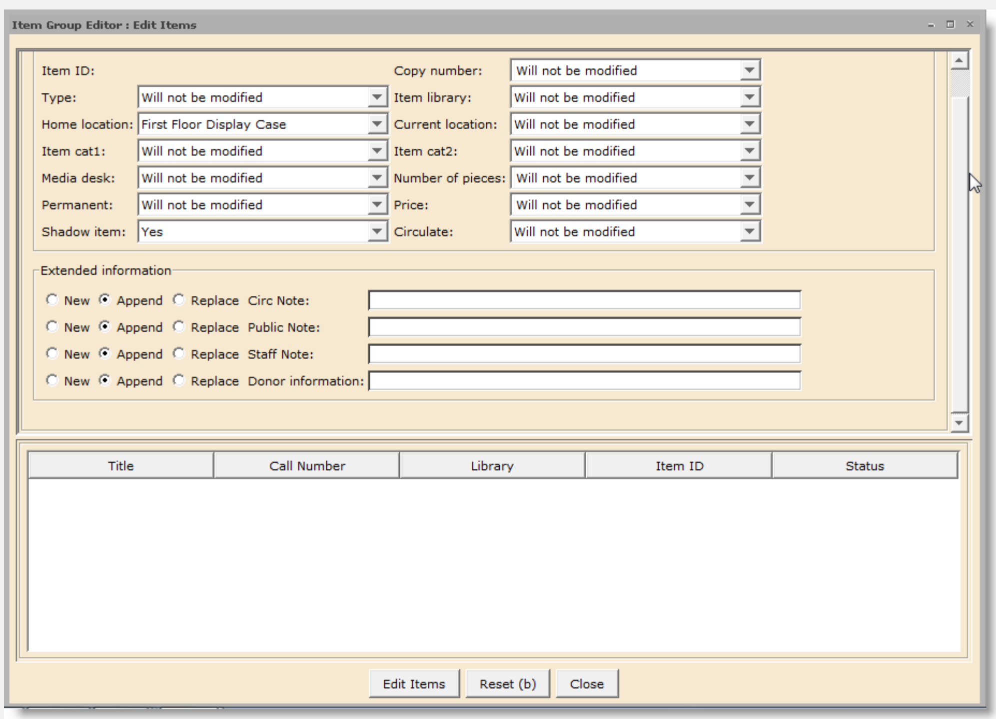


Item Group Editor: Item Search. Staff can use the search criteria at the top of the screen to search for desired materials, which display in the Result List in the middle of the screen. Staff can then choose specific items and move them to the Item List, or they can click the Add All icon and move all items from the Result list to the Item List.



Once items have been added to the Item List, you can choose to create a group or edit those items.

The Item Group Editor lets you edit specific field values in a batch of items. The items may either be in a set of unsaved items or in a saved group. When you save items in a group, you can save (or archive) a snapshot of the item values in each item so you can restore the affected value of each item in a single action.



The Edit Items screen displays to staff the various fields that can be modified.

In addition, library staff can use the Move Collection Report to select a group of items and transfer them from one library to another.

5.9 System administration & report	
a) Provide an overview of the capabilities for configuring and customizing the system that can be performed without Vendor assistance.	See details below.

Symphony is a highly user-configurable system that can be adapted to the policies and procedures of any library without programming. Powerful management tools included with every system installation allow great flexibility in implementing individual library policies and maintaining security. WorkFlows wizards' properties enable library managers to establish system-wide properties that define their Symphony system's look and feel.

At the same time, desktop properties enable individual staff to set their own personal properties on their own PCs to accommodate session default values and personal comfort preferences. This capability includes colors, fonts, displays, toolbar choices, button graphics, and toolbar/menu bar layout and orientation.

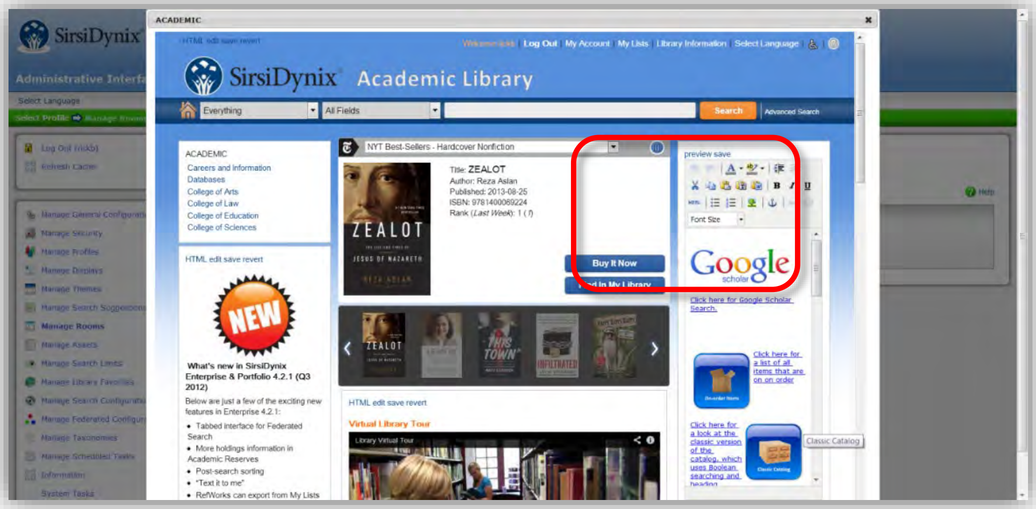
Clients can customize screen labels. With optional APIs, clients can also learn to customize other display elements.

Enterprise is a highly-customizable public interface that you can use solely as a discovery solution, alongside a more traditional OPAC, or you can even build your entire library web site within Enterprise, including the home page and as many additional pages as you desire. Enterprise also comes with a widget that can be placed on any web page to initiate a library search. For example, the cities or schools serviced by the library could place the Enterprise widget on their web pages. Or, if the library does not wish to use Enterprise to build its home page, it can place the Enterprise widget on the home page built in another system.

During implementation, SirsiDynix consultants will work with you to customize the interface to meet your preferences (subject to the terms and time limits of the SureStart consulting program before additional costs would be incurred). But customizing Enterprise, whether to change colors, add different logos, or build custom web pages is an exceptionally-easy task that can be completed by library staff with little to no coding or web site design experience. Enterprise features a content management system, cascading style sheets (which can easily be replaced by new CSS to change colors, layout, etc.), widgets, and a WYSIWYG (what-you-see-is-what-you-get) editor that allows you to easily place widgets, buttons, content, and more where you would like them to appear on the page.

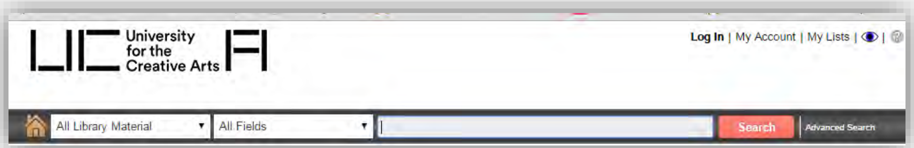
SirsiDynix Enterprise supports a different look and feel for separate Enterprise profiles, different versions of the site tailored to the needs of different audiences. Enterprise supports custom HTML, CSS and JavaScript; staff can also use Enterprise’s WYSIWYG editor to create and manage content. Some examples of how to use this editor:

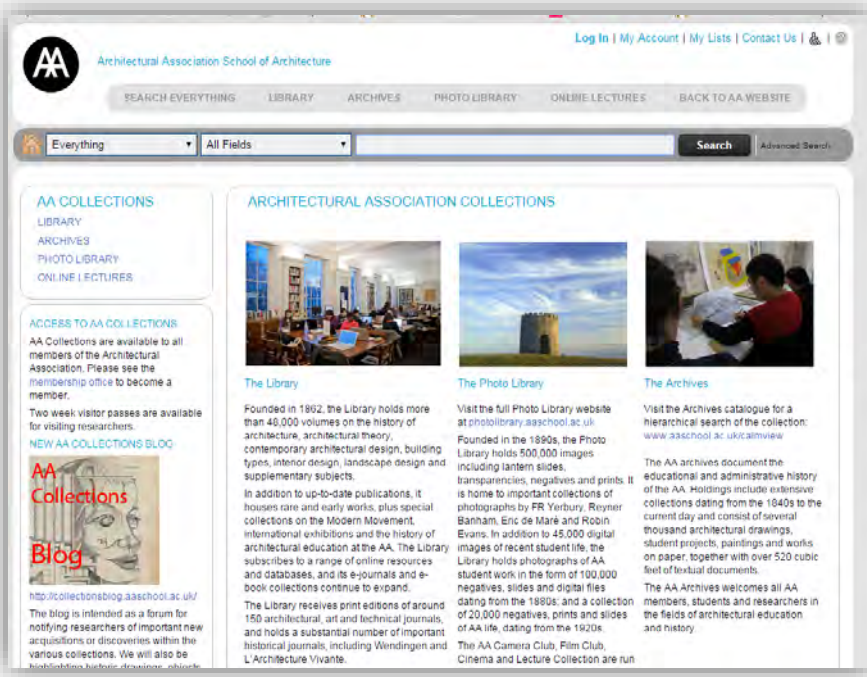
- Cut and paste content from any source—preserving layout if desired
- Use the easy toolbar to modify text, layout, images, videos, links, etc.
- Preview content without exiting the editor
- Undo unwanted changes



- Customizing the patron login box to include your library logo, which you can easily add and adjust with Enterprise Admin

As for CSS, the Library can choose from several delivered Enterprise themes or apply custom CSS.



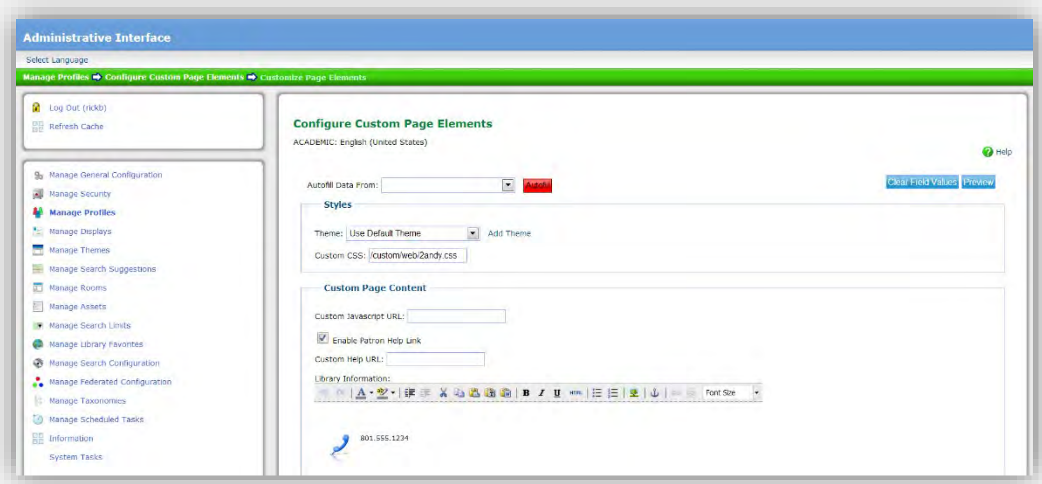


Examples of how various libraries customize Enterprise to meet their needs.

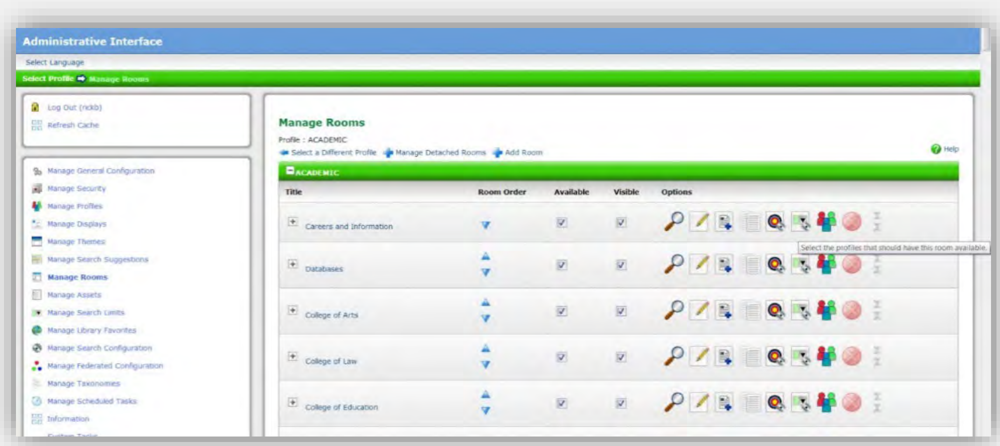
Text and Page Templates

Enterprise breaks your library catalog down into easy-to-use ‘rooms’. With this feature, users don’t need technical experience to construct different pages for the catalog.

Template options include:



- Creating rooms of any layout, including single column, two column, and so on.
- Adding book list ‘carousels’ to any room, with lists harvested from your library catalog.
- Managing room access to any profile. For instance, in an academic setting some rooms in Enterprise may be designed exclusively for professors, and the Library can control access to these pages appropriately.



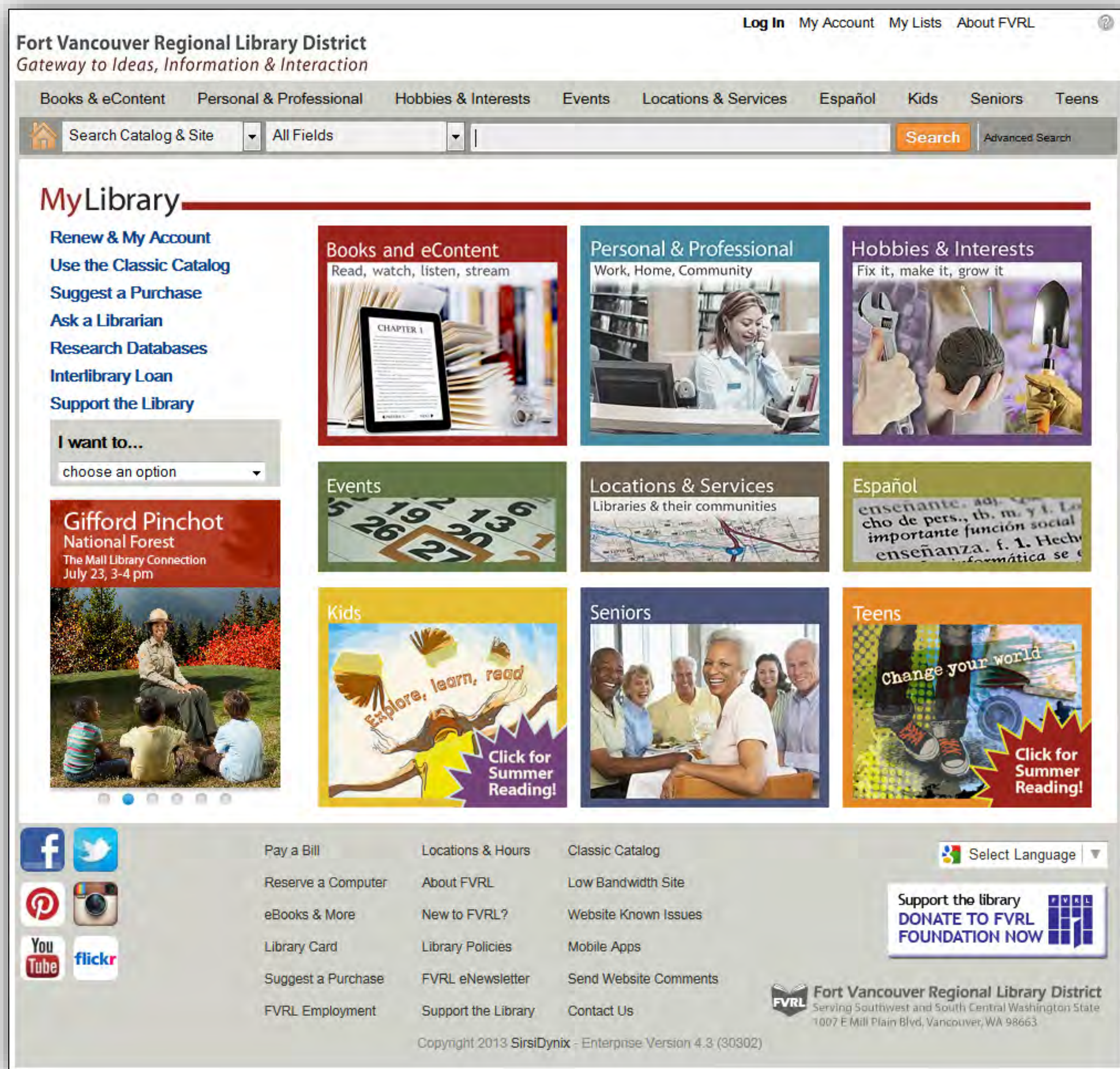
Integrating with Library Homepage

Enterprise also comes with a widget that can be placed on any webpage to initiate a library search. If the Library doesn’t wish to use Enterprise as the library homepage, the Enterprise search widget can be added to an existing website.

Examples

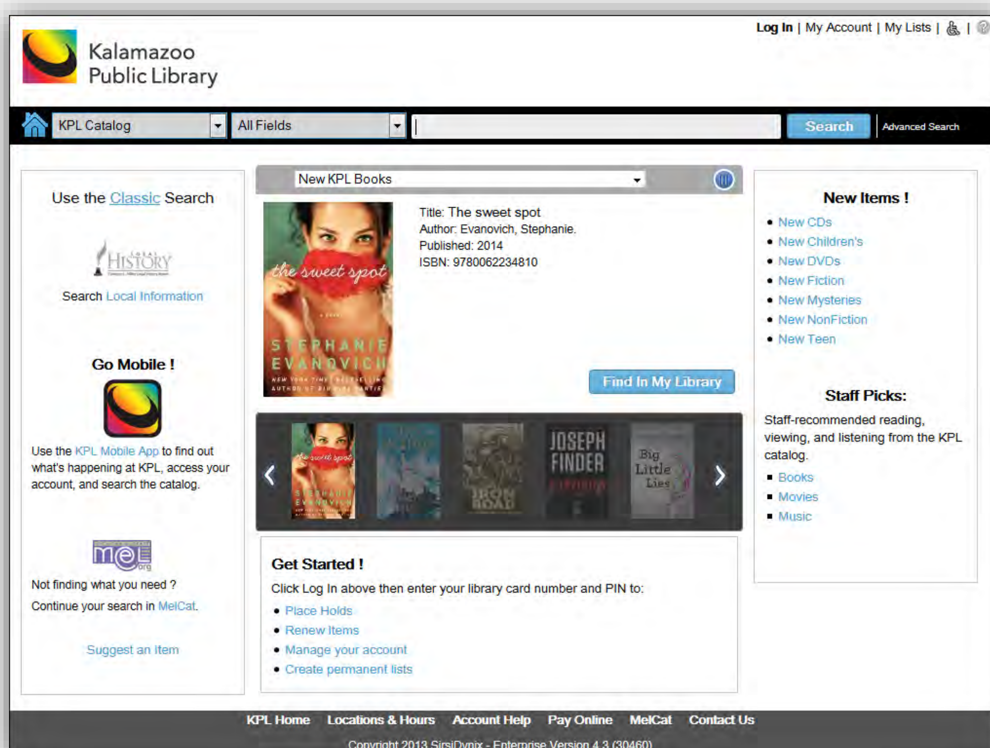
The following screenshots are offered as examples of ways Enterprise can easily be customized to accommodate your library's needs:

Alexandria Library uses Enterprise as the library home page



Fort Vancouver Library – Enterprise used as library homepage, taking advantage of WYSIWYG editor and CMS to link to a variety of library-created web pages

Frisco Public Library – CSS customization



Kalamazoo Public Library – very little customization

b) Describe staffing requirements and skill or training required to support the proposed system.	See details below.

To coordinate implementation and ongoing management of your SirsiDynix Symphony system, your library will need to assign one System Administrator as the primary contact between your library and SirsiDynix. Project schedules, weekly telephone contacts, shipping verification, general correspondence, and problem resolution take place between your System Administrator and SirsiDynix.

With SaaS, SirsiDynix maintains the system; this includes the server hardware, operating system, RDBMS, SirsiDynix software updates, backup, recovery, disaster recovery, offsite storage, etc. The Library retains control over its policies, patron, and staff access, and catalog maintenance. SirsiDynix creates your library's initial policies according to your instructions; then your library takes over the ongoing policy creation, modification, and maintenance, if you so choose.

Proactive management and monitoring of systems is performed by SirsiDynix staff. SirsiDynix actively monitors all levels of the SirsiDynix SaaS infrastructure on an ongoing basis including network, server, storage and applications for latency and availability. In the event of a problem, SirsiDynix will immediately work with the appropriate internal group on a resolution. If these trends affect overall customer performance and/or availability SirsiDynix will alert you via email with an acknowledgement of the problem and an expected resolution time.

SirsiDynix staff will monitor and maintain all physical and virtual resources of a server. If the server needs additional memory or added disk storage, SirsiDynix will be responsible for the purchase and installation. Required downtime will be coordinated between the SirsiDynix Administrator and the library administrator.

SirsiDynix is responsible for system backups. Automatic application backups via Commvault data management and protection software, are performed daily to disc and tape with weekly off-site storage of media archives.

c) Describe installation of software upgrades and frequency of new releases.	See details below.

New staff clients are distributed with each major release of Symphony (typically on an annual basis) as well as with new patch clusters (approximately quarterly). The customer has the option of installing new versions and patch clusters or not, so the frequency of client updates is entirely up to the customer.

Operating system maintenance plays a crucial role in service stability. OS maintenance is performed several times per year on an as-needed basis. If system maintenance is required, including installation of software patches, it is done during off-peak hours by SirsiDynix after notifying the affected customer systems administrators. Recovery servers will be used to provide services when OS maintenance requires more time than is allowed.

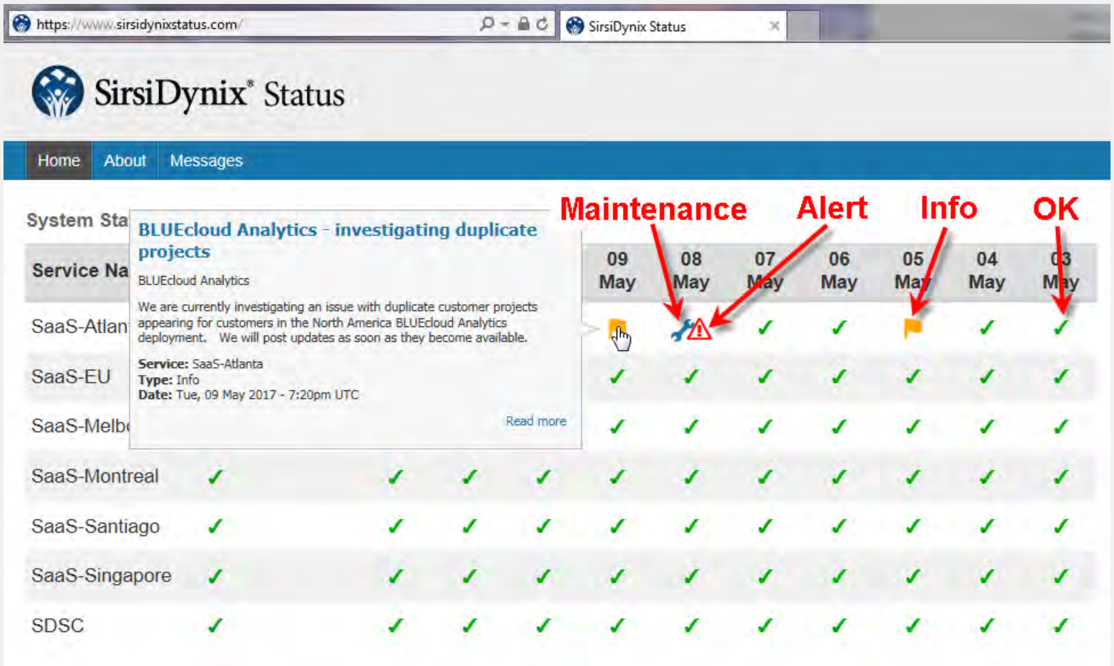
In the case of upgrades to multi-tenant online, shared staff browser-based apps, such as the BLUEcloud Central library services platform staff interface, SirsiDynix will provide adequate warning about scheduled upgrades but libraries should not anticipate any downtime during such upgrades as we deploy upgrades in non-concurrent fashion across multiple global zones. So, for example, if you attempt to access BLUEcloud Central during the time we are performing an upgrade on the servers to which your traffic is typically transmitted, you will simply be directed to a different zone's installation of BLUEcloud Central. (For example, your traffic will be directed to the zone typically used by customers in Australia instead of the North America zone.) The functionality will be the same and the difference in the background will not be noticeable to library staff.

For Java staff client upgrades, the library system administrator can then decide timing of downloads to the staff workstations i.e. an individual staff member cannot proceed with a client upgrade on their own.

SirsiDynix makes all efforts to notify customers of any Scheduled Maintenance at least 3 days in advance of the work. Often times the Customer will receive notification a week or more in advance.

There will be situations where SirsiDynix is unable to deliver this advance notification and might notify the Customer <24 hours prior. Scheduled maintenance has standard start time of 10pm CDT (US).

Customers may also visit https://www.sirsidynixstatus.com for current status and upcoming maintenance schedules. This site is useful if you ever experience service disruptions when accessing your SaaS hosted system, the SirsiDynix phone system, or the Customer Support Service Center (SDSC), and wish to check for status notifications.



SirsiDynix uses this portal to provide updates about any widespread issues as well as announce planned maintenance windows.

A green check indicates that this service is functioning properly. Other icons indicate alerts or other notifications. Clicking a notification icon displays details about that incident.

The SirsiDynix Status portal is hosted outside our system so it should be available even when our phones, websites and other services are not available. A login is not required to access this site.

d) Provide an overview of the system's index structure and indexing capabilities.	See details below.

Any word or phrase in any field of your bibliographic records can be made indexed and searchable, so users can find a title by any word or words used in the description of any library item, even Local notes, ISBN's, contents notes and abstracts. By default all fields in the bibliographic record are indexed, but, if required the indexing of particular, specified fields can be blocked. SirsiDynix Symphony generates a single universal index covering all collections in the shared catalog, which supports keyword search indexes for individual library collections.

Additional indexes, for example, the title index, are configured to contain whichever title fields will best meet the needs of your users.

We offer full control over indexing at both field and subfield level. Any subfield (or combination of subfields) can be flagged to be excluded from indexing. It is possible to define at field and subfield level whether a field or subfield is:

- displayed
- indexed
- browsable
- available for hypertext searching

Subfields of single fields may be included in more than one index based on indicator and subfield values. For example, it is possible to separately index the $a and $t of the 700 field in the author and title indexes respectively, and to post them to separate browse indexes.

Patrons can switch to the Advanced Search to use Boolean operators, search qualifiers, and other, more complex options. Experienced searchers can use the Advanced Search features available by pulldown menus. Search tools available include truncation, wildcard, adjacency/proximity, hypertext searching, as well as Boolean operators.

I. Specify which indexes are updated dynamically and which are updated through batch processing or job scheduling.	See details below.

There are two types of index builds and rebuilds on Enterprise: 'full' and 'delta.' A full index build or rebuild creates or recreates the Enterprise index from scratch. Nightly delta rebuilds only apply to records that were added, deleted or modified that day. These rebuilds keep your Enterprise searches current with your ILS database.

Enterprise allows you to use the most current index while it is building or rebuilding a new index. This means that Enterprise can be used while indexing is being performed.

For changes that do not require re-indexing, the administrator simply "Refreshes the search cache" in order for changes to take effect immediately for the end user. This is a simple one-click, and generally takes only a few seconds.

e) Describe capabilities to extract data from the system, manipulate it, and reload it, or download to external sources.	See details below.

Staff can export (and import) data from and to Symphony using a variety of methods:

- Data can be extracted in basic flat ASCII text, making it available for loading into any external desired application.
- Bibliographic records in MARC exchange format
- User records in pipe-delimited format
- Web Services in XML format
- Symphony API server in Symphony transaction format (with the optional API subscription)

SirsiDynix provides enhanced flexibility for the retrieval and manipulation of system data. Our resource-oriented architecture facilitates easy access to records maintained within the system and straightforward editing of individual fields, records, or custom batches.

Symphony provides several global change options to manipulate data within the system.

For bibliographic records: The Edit Bibliographic Data Globally report is used to select and make changes to text data in your bibliographic or MARC holdings records, irrespective of whether they are under authority control or not. A search expression can be used to select those records to be changed. Staff may exchange an existing text string with a new text string, delete the entire entry or replace it with another. Text will only be modified if it displays in the specified entry or entries. The report is scheduled through the WorkFlows graphical user interface. The report can be run in test mode, which will identify and list the records that would be changed, but does not make any changes.

For authority records: When a user changes an authorized headings in the authority file, the system will automatically change the associated bibliographic headings.

SirsiDynix Symphony supports global authority changes to headings on bibliographic records that match an invalid heading in an authority record. Global authority changes can be performed based on 4xx fields of authority records so that not only will a change to a 1xx update the bibliographic database, but Symphony will also look for headings in bibliographic records that match authority 4xx headings and change those headings to the appropriate 1xx heading. This type of global change is submitted in real time with the Global Authority Change helper.

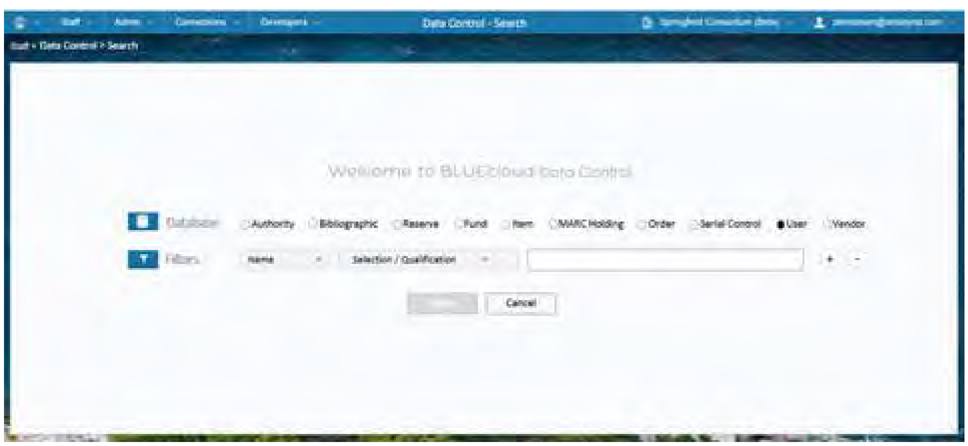
For call number records: The Global Call Number Modification wizard allows you to update one or more call number records for the same title in batch. The call number prefix, base call number, analytic call number, classification scheme and shadow attribute can be modified for more than one call number of a title more efficiently using this wizard.

For item records: Symphony provides two methods for global or batch editing of item records: the Global Item Modification wizard and the Item Group Editor.

Our Global Item Modification wizard enables staff to change item characteristics such as item type, price, location, and item library for multiple items in a single step. Catalogers can select from a list of editable values, specify the new values to be used, and then apply those changes to all items whose barcodes are scanned. Item statuses (locations) may be altered by reports, such as the Process Long Overdue report, which changes the item location from CHARGED to MISSING.

The Item Group Editor wizard lets administrators create a group of items that can be modified together. For example, administrators may need to remove a list of books from circulation. Using the Item Group Editor, they can change the Circulate property for each item in the list at the same time. They can also save the list of items into a group that they can quickly call up for modifications without having to search the items again. Administrators can make modifications to a saved group of items or to an unsaved item list. They can also save the original settings for each item in the group so that they can restore those settings at a later time.

Our optional DataControl interface (pricing available on request) permits authorized users to build complex queries using multiple match points, flexible selection criteria, hierarchical selections, and editing histories. BLUEcloud DataControl will allow users to view carefully-selected records and data point and then to apply changes to those records and fields individually or in batch with the same degree of certainty as present when editing a single record.



BLUEcloud DataControl allows you to query your data based on any number of selection criteria.

f) Describe system limitations on the number or length of records and fields.	See details below.

All SirsiDynix software is scalable to support virtually unlimited growth, so you can continue to expand the capacity of your system without ever needing to replace the software. Current SirsiDynix implementations of scale across server expansion and upgrades and server tiering (separation of processing tiers onto separate servers). SirsiDynix software supports large consortia customers with millions of records.

Field lengths within bibliographic records are subject to the limitations imposed by MARC encoding as well as the table-based structure of the underlying relational database management system, Oracle. Note fields, for example, are capped at 10,000 characters though the field can simply be repeated in instances where additional characters are needed.

There is no meaningful limitation to the number of items that can be associated with a bibliographic or holdings record. The only such limitation that exist is that which is imposed by the relational database structure. The functional limitation to the number of item records that can be attached to a bibliographic is slightly more than 32,000. There is a certain breaking point at which performance may be impacted by attaching too many item records to a single bibliographic record, but any performance impact would likely not be observable or even reasonably discoverable until many thousands of records are attached.

As a demonstration of this fact, a number of Symphony customers maintain a single bib record for paperbacks and have several thousand item records attached to that record. (Typically, these libraries are academic libraries offering a collection of mostly-donated paperbacks and comic books for students' pleasure reading. Little to no cataloging efforts are expended on the materials because the state of the materials does not meaningfully affect their collection development objectives.) These customers have not noted any performance degradation in accessing these records or for their systems in general.

g) Describe mechanism used for periodic database reorganization or re-indexing, and describe any significant loss of functionality during these processes.	See details below.

All records -- item, user, authority, control, check-in, order, invoice, funds, vendors, holds, bookings, etc. -- are linked directly or indirectly to the core bibliographic catalog record, eliminating the need for redundant data entry or data storage anywhere in the system. Transactions affecting any record are reflected automatically in all linked data records in real-time and all changes are updated immediately in real-time.

Scheduled background reports automatically compress the indexes overnight to maintain efficiency in storage and retrieval, but all changes to indexing resulting from the addition, editing, or deletion of records are reflected in the catalog in real-time.

h) Include documentation on recommended indexing schema and/or schema used by other public research libraries.	See details below.

It is possible to generate a full-text index for every field and subfield within the database, so users may find a title by any word or words used in the description of any library item—even contents notes and abstracts. Each library can define how many and which indexes exist. The library may choose to exclude certain fields and subfields. Index parameters may also be controlled based on the presence of chosen indicators.

It is possible to map a range of fields together and define "equivalent" fields such that, for example, a "title" search will retrieve records with 240, 245 and 246 MARC tags indexed. These equivalences are defined by the library and can be changed without re-indexing the database.

The system allows users to limit searches by library (branch), publication year, format, item type, location, item categories (5), language, and shadow/main catalog at any time during the search. The staff user has options to sort results by any of the following criteria; Author, Subjects, Title, Relevancy, and by Publication date (new-old) as well as (old-new).

Searches can be both refined and pre-restricted in this way. The user is provided with a drop-down list showing all valid values for the relevant restriction criterion.

These options are also available as selections in many of the reports.

i) Provide an overview of the reporting capabilities, including a list of the standard reports and/or available templates. Include a representative sample of standard reports.	See details below.

To help your library show its value, SirsiDynix offers two powerful reporting tools to Symphony users:

- **BLUEcloud Analytics**, a web-based business intelligence tool with the flexibility to create reports from any library data
- **Symphony native reporting**, consisting of over 650 customizable report templates—including statistics, lists, counters, batch actions, and housekeeping tasks

By creating and scheduling the exact reports your library needs, you can always have data prepared for presentations and crucial decisions.

Symphony Reports

Symphony provides a complete and powerful library reporting module that is by far the easiest way to produce literally hundreds of useful management and statistical reports. Using Symphony's simple WorkFlows graphical interface, library managers can easily construct reports from their desktops with only a few mouse clicks.

Symphony includes more than 650 customizable report templates that can be easily selected and scheduled by library staff. Staff can simply point and click on appropriate items such as data elements, time periods, frequencies, or output devices.

BLUEcloud Analytics

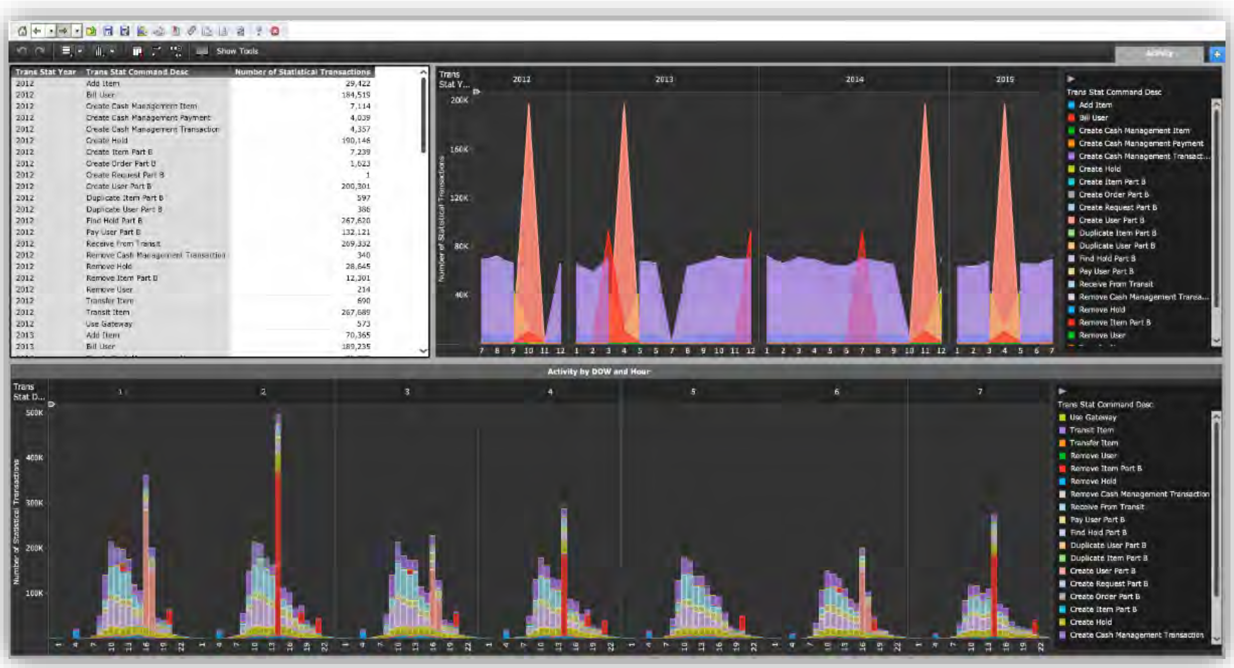
BLUEcloud Analytics is an enterprise-class reporting and business intelligence tool designed especially for libraries. BLUEcloud Analytics delivers powerfully contextualized reports for when libraries need to argue for increased funding, submit reports for accreditation periods, present to library stakeholders, or make virtually any data-dependent decision.

BLUEcloud Analytics harvests data from the Symphony server and uses a powerful MicroStrategy engine, customized report templates, and data cubes to deliver the information you want without complex intervention.

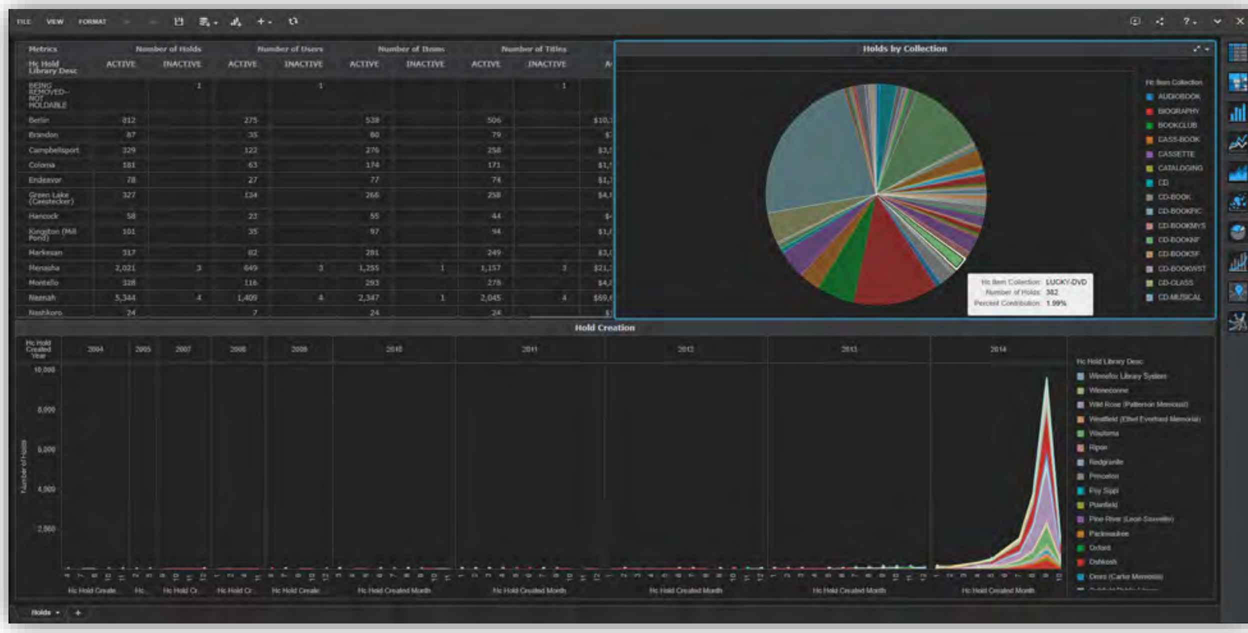
Other features of BLUEcloud Analytics include:

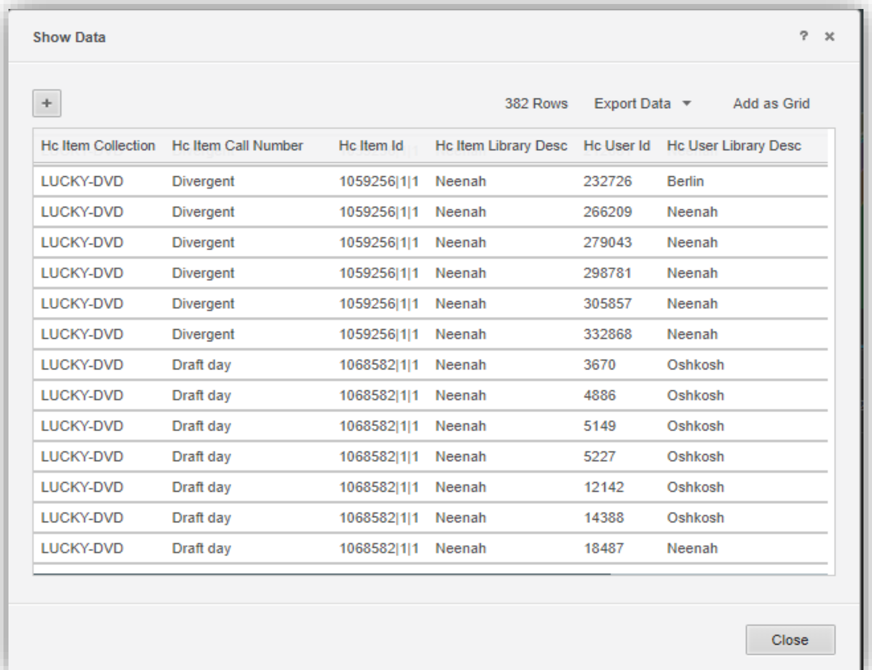
- The ability to drill down in a report for more detailed information
- Customizable dashboards with a variety of visual formats for your data
- Granular permissions and powerful exporting options so you can always deliver the right data to the right staff
- MARC data reports to help maintain the library's cataloging standards
- Fast data harvesting that will not bog down your ILS

BLUEcloud Analytics not only *illustrates* your library's value but also helps you *increase* that value. With a report that takes minutes to create, you can make the decisions that will most benefit your users now and in the future.



BLUEcloud Analytics offers powerful, interactive reporting that instantly reveals trends that might have taken hours or days of manual analysis.





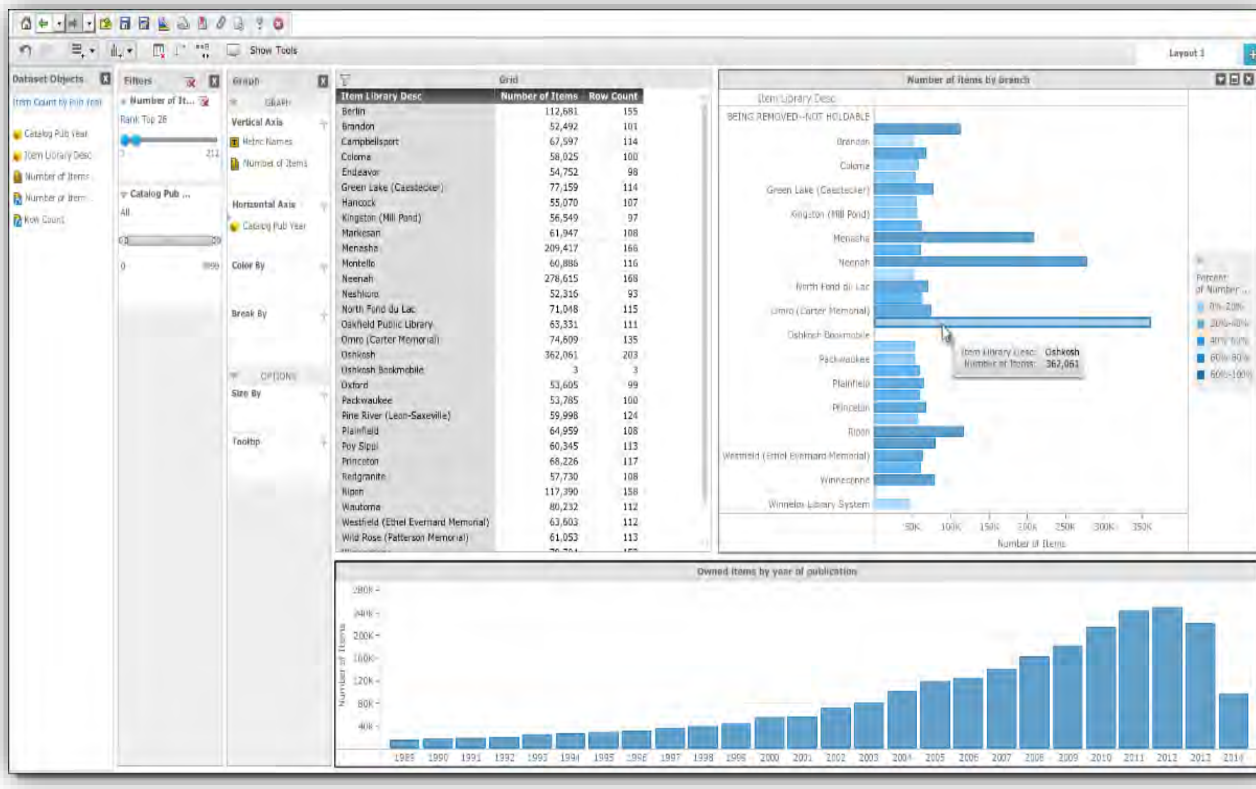
Show Data

382 Rows Export Data Add as Grid

Hc Item Collection	Hc Item Call Number	Hc Item Id	Hc Item Library Desc	Hc User Id	Hc User Library Desc
LUCKY-DVD	Divergent	1059256|1|1	Neenah	232726	Berlin
LUCKY-DVD	Divergent	1059256|1|1	Neenah	266209	Neenah
LUCKY-DVD	Divergent	1059256|1|1	Neenah	279043	Neenah
LUCKY-DVD	Divergent	1059256|1|1	Neenah	298781	Neenah
LUCKY-DVD	Divergent	1059256|1|1	Neenah	305857	Neenah
LUCKY-DVD	Divergent	1059256|1|1	Neenah	332868	Neenah
LUCKY-DVD	Draft day	1068582|1|1	Neenah	3670	Oshkosh
LUCKY-DVD	Draft day	1068582|1|1	Neenah	4886	Oshkosh
LUCKY-DVD	Draft day	1068582|1|1	Neenah	5149	Oshkosh
LUCKY-DVD	Draft day	1068582|1|1	Neenah	5227	Oshkosh
LUCKY-DVD	Draft day	1068582|1|1	Neenah	12142	Oshkosh
LUCKY-DVD	Draft day	1068582|1|1	Neenah	14388	Oshkosh
LUCKY-DVD	Draft day	1068582|1|1	Neenah	18487	Neenah

Close

To see the most popular titles within each collection, the user can right click to expose the full set of underlying data.



An interactive collection analysis dashboard showing library items by branch and year of publication.

Symphony Standard Reports List

Report Group/Name	Description	Function
Acquisitions		
Vendor Acquisition Claim	Notifies vendors of order claims	Notice
User Acquisition	Notifies requesting users about orders	Notice
Count Orders Cancelled	Counts cancels	Count
List Orders Cancelled	Lists cancels	List
Print Cancellation Notices	Prints cancellation notices for vendors	Notice
List Invoice Lines by Check	Lists invoice lines by check number	List
Count Claims	Counts claims	Count
Late Claims by Order Line	Creates claim segments for selected order lines	Housekeeping
List Claims	Lists claims	List
Print Purchase Orders	Prints purchase orders for specific order IDs	Notice
Print Vouchers	Prints vouchers	List
Count Distributions	Counts distributions	Count
List Distributions	Lists distributions	List

Count Funds	Counts funds	Count
Count Fund Cycles	Counts fund cycles	Count
List Fund Cycles	Lists fund cycles	List
Count Fundings	Counts fundings	Count
List Fundings	Lists fundings	List
List Funds, Fund Cycles	Lists funds and fund cycles	List
List Fund Order Lines	Prints order line information for funds	List
Fund Orders by Requesting User	Prints fund order information per requesting user	List
Fund Orders by Distribut. User	Prints fund order information per distribution user	List
Count Invoice Lines	Counts invoice lines	Count
List Invoice Lines	Lists invoice lines	List
Count Invoices	Counts invoices	Count
List Invoices, Lines	Lists invoices and invoice lines	List
Count Orders	Counts orders	Count
List Linked Titles	Lists linked catalog titles by order and order line selection	List
Count Order Line Items	Counts order line items	Count
List Order Line Items	Lists order line items	List
List Vendor Invoices	Lists invoices and vendor information	List
List Orders, Order Line Items	Lists orders and order line items	List
Distribution by Packing Lists	Lists order line distributions by packing list	List
List Order Line Items	Lists order line items by item, call and catalog selection	List
Lock Invoices	Batch 'locks' selected invoices from further editing	Housekeeping
Print General Purchase Orders	Prints general purpose purchase orders	Notice
Print Specific Purchase Orders	Prints only purchase orders ready since specified date	Notice
Remove Selected Orders	Removes selected orders from the database	Remove
Remove Selected Order Lines	Removes selected order lines from the database	Remove
Order Lines by Requisition	Lists order line items by requisition number	List
Rollover Fund Cycles	Creates fund cycles for a new fiscal period	
Rollover Renewal Orders	Creates renewal orders for dated and recurring order lines	Housekeeping
Rollover Vendor Cycles	Creates vendor cycles for a new fiscal period	Housekeeping
Title Costs Analysis	Compares costs of titles ordered in multiple fund cycles	Statistics
Update Discount Prices	Updates order prices from changed vendor discount tables	Housekeeping
Update Invoice Exchange Rates	Updates invoice amounts from corresponding exchange rate table	Housekeeping
Update Order Exchange Rates	Updates order prices from corresponding exchange rate table	Housekeeping
Update Vendor Average	Updates vendor performance average days to receipt	Housekeeping

User Order Distribution Notice	Notifies users receiving order distributions about ordered items	Notice
Vendor Address Labels	Vendor address labels	Label
Count Vendors	Counts vendors	Count
Count Vendor Cycles	Counts vendor cycles	Count
List Vendor Cycles	Lists vendor cycles	List
List Vendors	Lists vendors	List
Load Bibs for Selection	Brings shopping cart list from website; bib files loaded to server and flat ASCII selection records are created	9XX
Load Bibs for Selections & Decisions	Bring bib record selection list with selection decision per line.	9XX
Load Flat Selection Records	Update existing selection lists as flat ASCII records are loaded	9XX
Administration		
Activity Report	Activity report	Statistics
Consolidate Daily Logs	Merge daily logs into monthly logs	Housekeeping
Backup Daily Files	Unattended backup of daily files	Housekeeping
Hold Recall	Recalls charged items with holds	Housekeeping
Index of Alternative IDs	Adds or removes the user alternative ID index	Housekeeping
Index of User Group IDs	Adds or removes the user group ID index	Housekeeping
List Policies	List of policies	List
Load Standalone Transactions	Load standalone transactions	Import/Export
Print History Logs	Print history logs	List
Scan History Logs	Scan history logs	List
Print Form Files	Print form files	List
Transaction Statistics	Transaction statistics	Statistics
Statistics Log	Create statistics log	Housekeeping
Load Users	Load users from external data	Import/Export
User PIN Notices	Create user PIN notices	Notice
List Titles Used/Unused	Lists titles used/not used based on selected command from logs	List
Archive		
Add, Delete, Update Database	Run adds, deletes and updates to text database	Housekeeping
Print Attribute Policies	Print information on all or selected attribute policies	List
Print Transaction Logs	Print information on selected archive transaction logs	List
Remove Old Image Files	Removes old image files from the WWW directory	Remove
List/Print Orgunit Information	Print information on all or selected orgunits	List
Rebuild Text Database	Rebuild text database from archive database	Housekeeping
Authority		

Count Authority Records	Counts selected authority records	Count
List Authority Records	Lists selected authority records	List
Correct Authority Thesauri	Authority thesauri correction	Housekeeping
Load Authority Records	Load imported authority records	Import/Export
Rebuild Authority Index	Rebuild authority index from authority database	Housekeeping
Rebuild Authority Thesauri	Rebuild thesauri from authority database	Housekeeping
Reorganize Thesauri Dictionary	Authority thesauri dictionary reorganization	Housekeeping
List Unauthorized Bib Records	List of UNAUTHORIZED catalog records	List
List Unauthorized Tags	List of UNAUTHORIZED tags in the catalog	List
Bibliographic		
Average Price of Books	Average price of books in collection	Statistics
Average Date of Publication	Average date of publication in collection	Statistics
List Bibliography	Bibliography using full text catalog	List
Count Bound-with Call Numbers	Count of call numbers bound-with other call numbers	Count
Count Item Number Records	Count of item number records	Count
Call Number Labels	Make labels from input call numbers	Label
List Call Number Records	List of call number records	List
Count Titles	Count of titles	Count
List Titles	List of titles	List
Convert DISCARD Items	Prepares items charged to DISCARD for remdiscard	Housekeeping
Display Items by ID	List of items by specified ids	List
List Duplicate Call Numbers	Counts and lists duplicate call numbers	List
Duplicate Flexkeys with Titles	Lists duplicate flexkeys with titles	List
Duplicate Titles with Flexkeys	Lists duplicate titles with flexkeys	List
List Entries from Catalog	Selected entries from full text catalog	List
Edit Entire Database	Performs edit operations on entire database	Housekeeping
Misfiled Titles with Flexkeys	Lists entries with bad nonfiling indicator titles with flexkeys	List
Count Item Numbers	Count of item numbers	Count
List Inventory by Item Number	Inventory list in item number order	List
Count Items	Count of items	Count
Added Item Labels	Labels for items added since specified date	Label
List Items	List of items	List
Item Statistics	Statistics based on current items	Statistics
List LOST Items	List of items checked out to 'lost'	List
Extract Keys for MARC Export	Extract keys for exporting MARC records	Import/Export
Print Long-Labels	Long labels for items added since specified date	Label

Print Spine-Labels	Spine labels for items added since specified date	Label
Remove DISCARD Items	Batch removal of items with current location of DISCARD	Remove
Remove DELETE Records	Remove review records with status type DELETE	Remove
Set Items to DISCARD	Set current location of items to DISCARD	Housekeeping
Spine-Labels for Specific IDs	Spine labels for items specified by ID	Label
Booking		
List Bookings with Charges	List of bookings with charges	List
Bookings with Charges Notice	Notices of bookings with charges	Notice
Count Bookings	Count of bookings	Count
List Bookings	List of bookings	List
Booking Notice	Booking notices	Notice
Count Booking Calendars	Count of booking calendars	Count
List Booking Calendars	List of booking calendars	List
Shift Calendar Date	Shifts requested calendars to the specified date	Housekeeping
Remove Bookings	Remove bookings	Remove
Circulation		
Create Circulation Notices in Batch	Email user a list of bills, holds & overdues, reported in 1 email message.	Notice
List Users with Bills, Charges	List of users with bills and/or charges	List
Update Bill Counts	Update items' bill counts with the correct counts from the bill file	Housekeeping
Count Bills	Count of bills	Count
List Bills, Items	List of bills with associated items	List
List Users with Billed Items	List of users with billed items	List
List Items with Bills	List of items with bills	List
List Bills	List of bills	List
Current Bills	Statistics based on current bills	Statistics
List Users with Bills	List of users with bills	List
Generalized Bill Notices	Generalized bill notices	Notice
Cash Report Per Workstation	Workstation cash report	Statistics
Count Charges	Count of charges	Count
List Items with Charges	List of items with charges	List
List Charges	List of charges	List
Create Charge Notices in Batch	Generate charge notices in batch mode	Notice
Current Charges Statistics	Statistics based on current charges	Statistics
List Users with Charges	List of users with charges	List
Remove Paid Bills	Delete paid bills	Remove

Update Copy Holds	Update items' copy holds with the correct counts from the hold file	Housekeeping
Count Holds	Count of holds	Count
List Items with Holds	List of items with holds	List
List Holds	List of holds	List
Current Holds Statistics	Statistics based on current holds	Statistics
List Users with Holds	List of users with holds	List
List Charges by Homeroom/Zip	List of charges by homeroom/zip	List
Hold Overdue Notices	Generalized overdue notices for items with holds	Notice
List Inventory Report	Generate an inventory report	List
Circulation Mailer	Mailer report	Notice
Test Print of Notice Mailer	Test print for mailer	Notice
New Overdue Notices	New generalized overdue notices	Notice
Overdue Notice	Generalized overdue notices	Notice
Hold Pickup Notices	Hold pickup notices	Notice
Print Circulation Table	Prints table of circulation policies	List
List Purchase Alerts	List of items with more than specified number of holds	List
Bill Totals by Bill Reasons	Sums bill amounts by bill reasons	Statistics
Recall Notice on Charged Items	Recall notices for charged books which are needed	Notice
Remove Bills	Remove bills	Remove
Remove Holds	Remove holds	Remove
Recall Title Hold Notices	Recall title holds	Notice
Bill Totals by Bill Type	Sums bill amounts by bill types	Statistics
Debtcollection		
Collections Information	Data file of info on users with delinquent bills and charges	Statistics
Collections Update	Data file of info on users with activity since last collect report	Statistics
EDI		
BISAC Purchase Order Notices	Creates BISAC purchase order transactions	Notice
EDI Functional Acknowledgement	EDI functional acknowledgment generating	Import/Export
EDI File Receipt	EDI file receiving	Import/Export
EDI File Resend	EDI file resending for unacknowledged transmissions	Import/Export
EDI File Retrieval Via FTP	EDI file retrieval from vendors using FTP	Import/Export
EDI File Transmission	EDI file transmission	Import/Export
Gateway		
Gateway Statistics Logs	Create gateway statistics logs	Statistics
Gateway Element Statistics	Statistics of gateway element	Statistics

Update OPAC Choices	Modify available OPAC choices	Housekeeping
InfoBASE		
InfoBASE Volume Load	Load imported/prepped data into a InfoBASE database volume	Import/Export
InfoBASE Fulltext Load	Load imported/prepped data into a InfoBASE full text database	Import/Export
Infodesk		
Add Items to Item List	Add items to item list	Housekeeping
Print Bulletins	Print bulletins	List
Remove Bulletins	Remove bulletins	Remove
Remove Items from Item List	Remove items from item list	Remove
Maintenance		
Edit Item Types by Call Number	Edit item type for items in a call number range	Housekeeping
Delete Authority Entries	Deletes Sirsi generated 960 authority entries & runs authcheck	Housekeeping
Edit User Characteristics	Edit user characteristics for selected user records	Housekeeping
Post-update Functions	Perform post update maintenance functions	Housekeeping
Marcimport		
Load Bibliographic Records	Load bibliographic records into the catalog & produce spine labels	Import/Export
Review Bibliographic Records	Load review bibliographic records for online staff approval/rejection	Import/Export
Reload Bibliographic Records	Load approved review records into the catalog and produce spine labels	Import/Export
Check Imported BIP Records	Check imported BIP records	Import/Export
List Imported MARC Records	List imported MARC records	Import/Export
Request		
Place Hold Requests	Place a hold from selected request records	Housekeeping
Remove Select Request Records	Remove selected request records	Remove
Count Request Records	Count of request records	Count
List Request Records	List of request records	List
Reserve		
Count Individual Courses	Count of individual courses	Count
List Individual Courses	List of individual courses	List
List Reserve Desk Holds	List of reserve desk holds	List
Reserves Pickup List	Produce pickup list for reserve items	List
Recall For Reserve Notices	Recall notices for charged items needed for reserves	Notice
Count Individual Reserves	Count of individual reserves	Count
Count Reserve Control Records	Count of reserve control records	Count

List Reserve Control Records	List of reserve control records	List
Instructor Reserve Notices	Instructor notices for reserves	Notice
List Individual Reserves	List of individual reserves	List
Reserves Overdue Notices	Reserve overdue notices	Notice
List Reserves Overdue	List of overdue reserves	List
Reserves Pickup List, Update	Produce pickup list for reserve items and update copy status to PICKUP	List
Reserves Reshelving List	Produce reshelving list for reserve items	List
Reserve Usage By Call Number	List of call numbers showing usage	List
Set Reserves To Active	Set reserves to active	Housekeeping
Set Reserves To Inactive	Set reserves to inactive	Housekeeping
Set Reserves To Prepare	Set reserves to prepare	Housekeeping
Set Reserves To Select Status	Set reserves to specified status	Housekeeping
Scanner		
Set Inventory Date	Set inventory date on charged items	Housekeeping
List Items Not Inventoried	List of items not inventoried	List
Load Personal Transactions	Process portable bar code reader transactions (CHARGE ITEM only)	Housekeeping
Load Scanner Transactions	Process portable bar code reader transactions	Housekeeping
Set DISCARD Status	Change MISSING status to DISCARD	Housekeeping
Set MISSING Status	Set uninventoried items to MISSING	Housekeeping
SDI		
Catalog Info Dissemination	Catalog selected dissemination of information notice	Notice
Reference Info Dissemination	Reference database selected dissemination of information notice	Notice
Serial		
Count Serial Checkins	Count of serial checkins	Count
Checkin Holdings Status	Batch setting of checkin holdings status	Housekeeping
Labels for Checkin Records	Generate labels for checkin records	Label
Checkin as Late	Marks serials as late based on date to claim	Housekeeping
List Serial Checkins	List of serial checkins	List
Serial Claim Notices	Produces letters and claims for serials (ordered by vendor)	Notice
Count Serial Control Routings	Count of serial control routings	Count
Serial Control Routings	List of serial control routings	List
Serial Control Routing Slips	Print of serial control routing slips	List
X12 Serial Claim Transactions	Produces X12 claim transactions for serials	Notice

Count Serial Control Records	Count of serial control records	Count
Serial Control Holding Flag	Batch setting of serial control add holdings flag	Housekeeping
Serial Controls by Item	List serials by item, call and catalog selections	List
Serial Control Records	List of serial control records	List
Serials X12 Invoices	Loads X12 invoices for serials	Notice
Count Table of Content Copies	Count of table of content copies	Count
Table of Content Labels	Print of table of content labels	Count
Batch Update Holding Code	Batch setting of serial control holding code	Housekeeping
Vendor Address Labels	Vendor address labels	Label
Count Vendors	Count of vendors	Count
List Vendors	List of vendors	List
Suggestion		
Remove Suggestion Records	Remove selected suggestion records	Remove
Count Suggestion Records	Count of suggestion records	Count
List Suggestion Records	List of suggestion records	List
Text		
Add, Delete, Update Databases	Run adds, deletes and updates to text and authority databases	Housekeeping
Check Text Database	Check text database	Housekeeping
Compress Text Database	Compress text database	Housekeeping
Rebuild Browse Database	Rebuild browse database from Symphony database	Housekeeping
Rebuild Heading Databases	Rebuild heading databases	Housekeeping
Rebuild Keyword Database	Rebuild keyword database from Symphony database	Housekeeping
Rebuild Text Database	Rebuild text database from Symphony database	Housekeeping
Reorganize Text Indexes	Reorganize selected text indexes	Housekeeping
Reorganize Text Dictionary	Reorganize text dictionary	Housekeeping
User		
User Announcement	Announcement to users	Notice
List User Department, Birthyear	Check user department and birthyear	List
Display Specific Users	Full display of specified users	List
Remove Users	Remove users	Remove
Update User Delinquency Status	Update users' delinquency status	Housekeeping
Update ECOLE User Delinq Stat	Update users' delinquency status - ECOLE version	Housekeeping
Update User Status	Update users' status	Housekeeping
User Address Labels	User address labels	Label
Count Users	Count of users	Count
Update Select User Delinq Stat	Update selected users' delinquency status	Housekeeping

Set User Expiration Date	Changes in the database to set the user expiration date	Housekeeping
User ID Labels	User ID labels	Label
List Users	List of users	List
Current Users Statistics	Statistics based on current users	Statistics
Outreach		
Count Outreach Users	Count outreach users	Count
List Outreach Users	List outreach users	List
Purge Specific History	Purge history based on specified any date	Remove
Purge Specific Interest	Purge interest based on specified any date	Remove
Purge User Records	Purge outreach user records & their associated records	Remove
Set Route Delivery, Ship Date	Set last & next delivery date and reset skip date	Housekeeping
Print Route Pickup, Ship List	Print out a pick up & ship list based on search interest result	List
Search Route Interest Records	Search interest records in batch by route	List
Search User Interest Records	Search interest records in batch by user	List
Set User Delivery, Ship Date	Set last & next delivery date and reset skip date	Housekeeping
Print User Pickup, Ship List	Print out a pick up & ship list based on search interest result	List

j) Describe capabilities for producing custom reports. Specify whether reports run as background server tasks or at the desktop. List any third-party software packages required or recommended for custom reports.	See details below.

Symphony provides a complete and powerful library reporting module that is by far the easiest way to produce literally hundreds of useful management and statistical reports. Using Symphony's simple WorkFlows graphical interface, library managers can easily construct reports from their desktops with only a few mouse clicks.

Symphony includes more than 650 customizable report templates that can be easily selected and scheduled by library staff. Staff can simply point and click on appropriate items such as data elements, time periods, frequencies, or output devices.

Each default report template can be modified through selected options and saved under separate names, enabling a virtually limitless number of regularly scheduled reports to run automatically.

In addition, all reports run as background server tasks and do not tie up desktop operations.

BLUEcloud Analytics is an enterprise-class reporting and business intelligence tool designed especially for libraries. BLUEcloud Analytics delivers powerfully contextualized reports for when libraries need to argue for increased funding, submit reports for accreditation periods, present to library stakeholders, or make virtually any data-dependent decision.

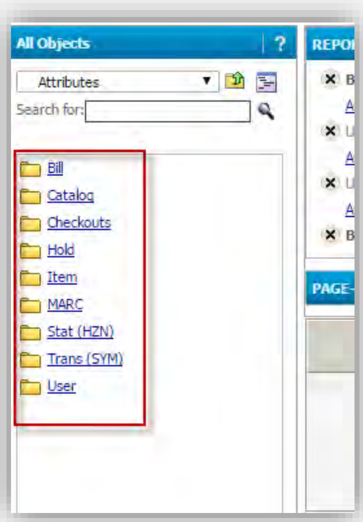
BLUEcloud Analytics harvests data from the Symphony server and uses a powerful MicroStrategy engine, customized report templates, and data cubes to deliver the information you want without complex intervention.

Other features of BLUEcloud Analytics include:

- The ability to drill down in a report for more detailed information
- Customizable dashboards with a variety of visual formats for your data
- Granular permissions and powerful exporting options so you can always deliver the right data to the right staff

- MARC data reports to help maintain the library's cataloging standards
- Fast data harvesting that will not bog down your ILS

In BLUEcloud Analytics, users can create custom reports from ILS data sets. (BLUEcloud Analytics currently covers all non-serials ILS data, with additional ILS data planned for a future release.) Within a single report, virtually any combination of data sets can be used for metrics, attributes (rows and columns in tabular reports), filters, and report pages. Your library can also create multifaceted filters—such as items with a checkout date in a particular fiscal year—that can quickly be applied to a report.



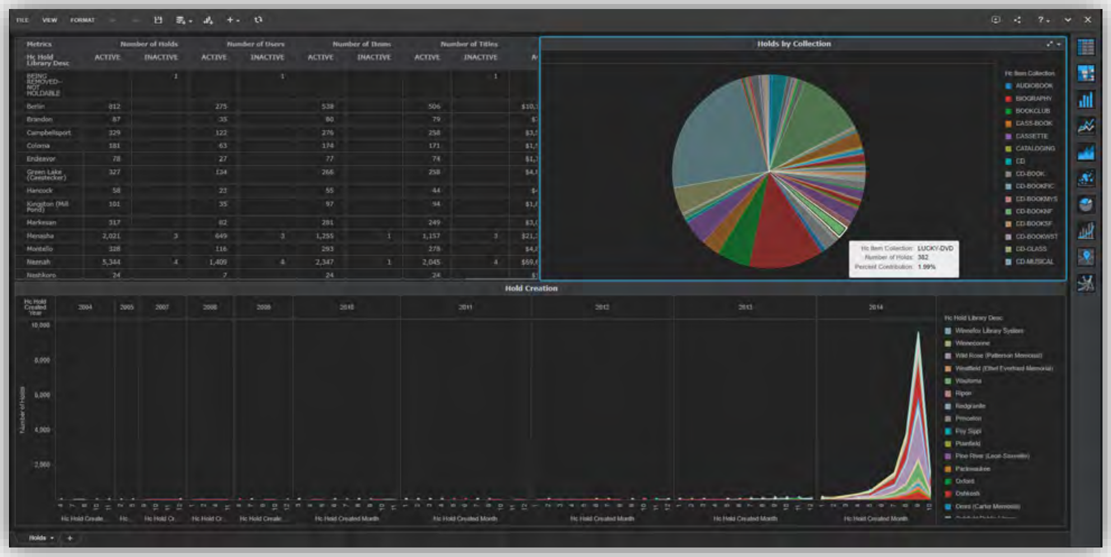
As users design reports in BLUEcloud Analytics, they can flexibly choose the ILS data to be analyzed.

With this flexibility, you will not be limited to the reports a vendor provides you. Instead, you can create your own reports by customizing delivered reports, using a fully prompted report builder, or compiling a report from scratch to generate the exact insights you need.

Drill Down for Details

BLUEcloud Analytics reports are layered, allowing you to drill down into statistics for better incremental analysis and precise reporting.

For example, the following BLUEcloud Analytics report displays the number of holds by collection:



Show Data

382 Rows   Export Data   Add as Grid

Hc Item Collection	Hc Item Call Number	Hc Item Id	Hc Item Library Desc	Hc User Id	Hc User Library Desc
LUCKY-DVD	Divergent	1059256|1|1	Neenah	232726	Berlin
LUCKY-DVD	Divergent	1059256|1|1	Neenah	266209	Neenah
LUCKY-DVD	Divergent	1059256|1|1	Neenah	279043	Neenah
LUCKY-DVD	Divergent	1059256|1|1	Neenah	298781	Neenah
LUCKY-DVD	Divergent	1059256|1|1	Neenah	305857	Neenah
LUCKY-DVD	Divergent	1059256|1|1	Neenah	332868	Neenah
LUCKY-DVD	Draft day	1068582|1|1	Neenah	3670	Oshkosh
LUCKY-DVD	Draft day	1068582|1|1	Neenah	4886	Oshkosh
LUCKY-DVD	Draft day	1068582|1|1	Neenah	5149	Oshkosh
LUCKY-DVD	Draft day	1068582|1|1	Neenah	5227	Oshkosh
LUCKY-DVD	Draft day	1068582|1|1	Neenah	12142	Oshkosh
LUCKY-DVD	Draft day	1068582|1|1	Neenah	14388	Oshkosh
LUCKY-DVD	Draft day	1068582|1|1	Neenah	18487	Neenah

Close

To see the most popular titles within each collection, the user can right click to expose the full set of underlying data.

The drill down feature is also useful for comparing metrics for groups like:

- User categories, such as adults, students, seniors, and youth
- Item categories, such as language of the material
- Bill reasons, such as overdue fines or fees for equipment use
- Dates for holds created, checkouts, etc.
- Different sites in a consortium

With the drill-down feature, libraries can quickly generate the necessary reports for virtually any kind of analysis.

Customizable Dashboards

BLUEcloud Analytics includes customizable and highly-interactive dashboards for delivering data relevant to the role of the logged-in staff member. That data can even be represented in a wide variety of graphical formats. These graphical representations not only help library staff immediately understand complex data, but they are also ready for immediate inclusion in presentation slides, library status updates for trustees, and more.

Third Party Report Writers

Symphony provides the capability to export data to other third party reporting tools.

l. The custom report writer must be self-contained and available from within the application in all modules and must be able to be run by librarians in each specialty area. The report writer must not require technical expertise or a dedicated specialist and must not require DBMS expertise to use.	Y
k) Describe capabilities for scheduling and running on-demand standard and custom reports, and specify the impact of running reports upon system performance. Describe the audit logs for tracking transactions and for verifying the integrity of the data.	See details below.

Symphony and BLUEcloud Analytics fully automated reports schedulers are designed to provide unattended reports generated according to library demands. Reports can be scheduled to run immediately, on a specific date in the future, or periodically.

This includes the ability to run reports automatically at a specific time of day, on a schedule of the Library's choice, such as daily, weekly, monthly and so on.

BLUEcloud Analytics runs on a separate server so there is no impact on system performance. Symphony reports run on the main server and have minimal impact on system performance. If desired, complex reports can be scheduled to run during off-hours.

Audit Logs

SirsiDynix supports logging of all operations that result in manipulation of database records, including the ability to enable verbose logging of requests and responses. Standard reports can provide an audit log for a specific user or record, to provide a complete history of records. Logs are maintained on the server and may not be overwritten or removed without access to the server.

Audit trails are provided by both SirsiDynix software and database software logging capabilities. The system automatically maintains a history log of all transactions which update the database; creating a system audit trail which is held as a daily transaction log on the server.

The transaction logs record all of the details of a transaction request, including date and time, user details and full transaction request details. The daily transaction logs are consolidated into weekly and then monthly transaction logs as required. The resulting logs offer a full audit trail across all modules and are available by the library/user with relevant permissions through the system administration module. Log files can be searched for particular search terms, or for particular times of day, or user access, or transaction or combinations of these. Audit logs for the ILS client include:

- the staff username;
- the workstation used;
- the date and time; and

- the transaction type (e.g. Bill User, Edit User, etc with details of what the modification was, exactly what was typed and committed to the database. Since the logs are used also in case of disaster recovery, they contain all changes that were made to the database).

Many modules include process-related audit trails. For example, when the 'Automatically Add Audit Trail To Field' is selected in the Session Settings wizard, adjusted budget amounts will display with audit trail information in the specified entry on the Extended Information tab. Automatic audit trail information may be produced in the following formats.

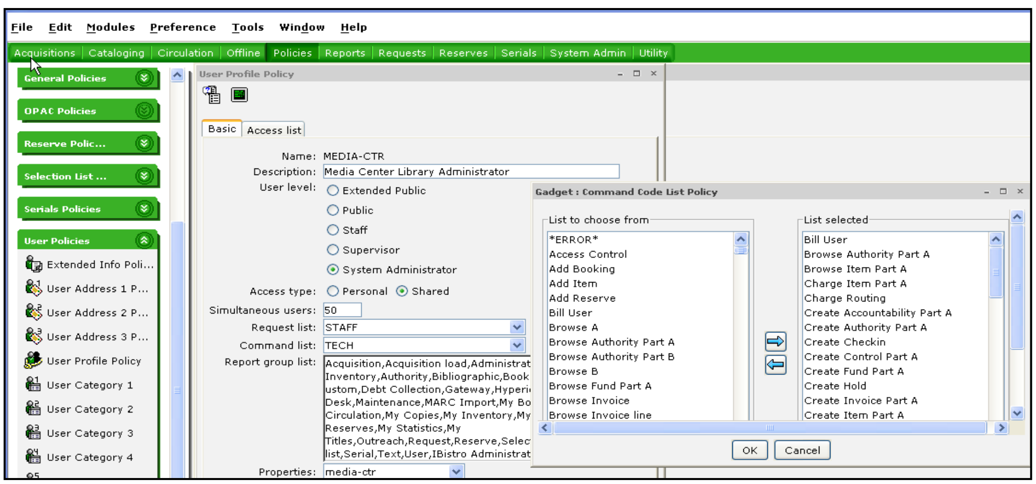
- NOTE: 5/5/2017 - Cycle: 2017 - User ID: DJSMITH - Added $1240.00
- NOTE: 1/3/2007 - Cycle: 2016 - User ID: PJDANIELS - Subtracted $100.00
- COMMENT: 10/12/2017 - Cycle: 2017 - User ID: JMBEAMER - Replaced with $1750.00

Configuration options also allow fines to be waived with a library-defined reason such as "FORGIVEN". It is possible to flag any fine or fee as being "FORGIVEN". In this way, a viable audit trail is maintained. Similarly, for an item flagged as "CLAIMS RETURNED", the user can be excused the fine, but the system still keeps track of the item.

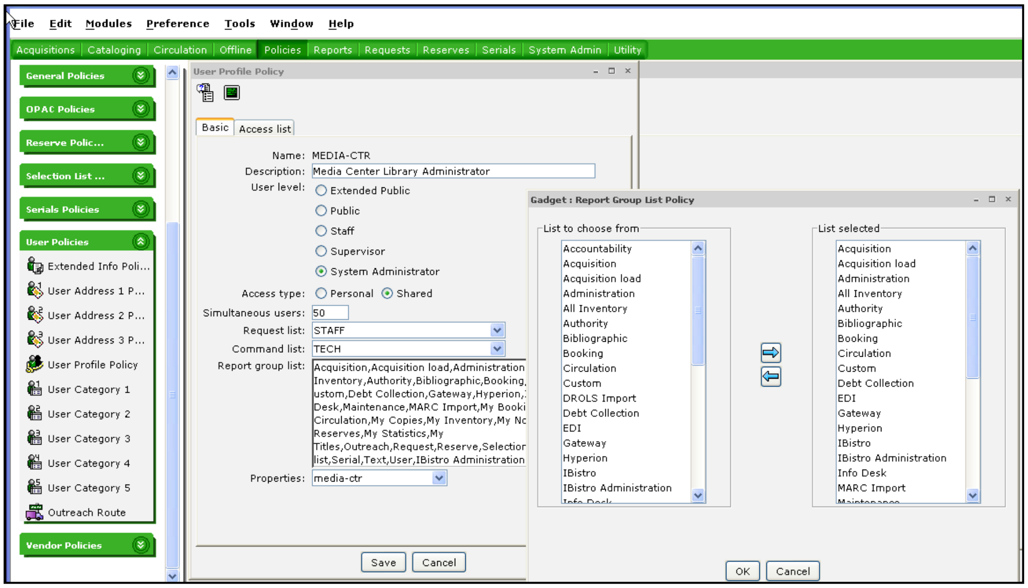
l) Describe capabilities to control access and authorization levels for running reports.	See details below.

An administrator can establish access permissions for staff operators using user profile policies. The Library can control a staff operator's access to modules, wizards/commands within modules (create, edit, delete), and to groups of reports (second image).

A sample image of the User Profile and Command List property selections. Below, an administrative user selects which wizards a staff operator can display and/or use:



An authorized operator approves/selects Report Groups that a staff operator who logs in as "Media Center Administrator" can display and run:



If you want a group of staff members to see and run only one group of reports, e.g., Circulation, the administrator effects change in one location, saving time.

m) Describe capabilities for compiling standard statistical data.	See details provided in i) and j) above.
I. The system must not require the installation of any proprietary software to view statistical reports	Y
n) The system must provide browser-based management reports, which record transaction information, such patron searched in the Web OPAC, Circulation Statistics, etc. Please describe the browser-based management reports available on the system.	See details below.

Enterprise accommodates the librarians', system administrators', and Web page Designers' needs for continuous monitoring and auditing by allowing use of Google Analytics to measure how well the Enterprise pages and content serve end users. Google Analytics is a free statistical service that shows how patrons find the library's Enterprise pages and rooms and navigate through them, and how often the patrons make return visits to the Enterprise pages and rooms. As Google Analytics records Enterprise page hit statistics, the library can configure Google Analytics to present the statistical information in a wide variety of graphical representations. (To learn more about how Google Analytics works please refer to this site: http://www.google.com/analytics/iq.html.)

Enterprise can be configured to specify which search profiles will cause usage information to be sent to Google Analytics. The system or profile administrator simply specifies the library's Google Analytics account number in each search profile for which the library wants usage statistics.

The system administrator or profile administrator must also configure Google Analytics to specify the page URLs for which usage statistics are to be recorded. The Enterprise page URL includes the search profile name so Enterprise can determine what pages and content the patron can access.

When a patron who has a search profile for which usage statistics are collected views an Enterprise page or room, Enterprise sends the usage information to Google Analytics. Google Analytics determines from the information how to record the page usage for the search profile. The library can then use Google Analytics to create reports on the Enterprise page usage and see how patrons with various search profiles use the library's Enterprise pages and the content.

Enterprise does not send patron-specific information to Google Analytics. The usage information sent to Google Analytics includes the IP address of the machine the patron is using, and the URL by which the patron accesses the Web pages or room content. Since Enterprise does not send any patron information stored in the library system, Google Analytics cannot compute statistics based on personal patron information (such as patron IDs or mailing addresses).

l. The browser-based reports must include collection development reports, which will compile data from acquisitions, circulation and cataloging to provide a cost per item cataloged, and cost per item circulated according to a library – defined call number table.	Y
o) It is strongly desired that statistical reports be exportable in formats usable by third-party spreadsheet software, e.g. Excel, for manipulation and formatting.	Y
p) It is strongly desired that reports can be easily emailed, transmitted, and accessed to facilitate quick communication among staff of this information of required.	Y
q) The system must provide a sophisticated statistics package that is part of the integrated library system application software. The statistics package must not be a third-party software program. The statistics package should allow for sophisticated queries, including budget projections into future years, and should allow the statistics reports to be scheduled at a library-determined time in the future.	Y
r) Custom reports should be integrated throughout the application, so that records gathered into reports can be used as input files in other application functions, such as global update or the Web OPAC	Y
6. Implementation	
6.1 Training	
a) Please provide an overall description of the vendor's training program.	See details below.

Our trainers are a team of educated professionals with a depth of library-software training experience. SirsiDynix trainers regularly review a variety of training industry standards and models. A part of their job description is to research and cross-train each other on current training methodologies and delivery mechanisms. This on-going assessment of the way we design and deliver training keeps our training solutions fresh and innovative.

SirsiDynix ensures the quality and professionalism of your training through our **Blended Learning** training strategy. We design our training to be delivered in a variety of ways, again, because we understand the challenges of learning new material. Not only does this blended learning approach address the way adults learn, it also accommodates the diverse schedules and needs of a world-wide library audience.

Our standard training model is to deliver your training through the Internet in instructor-led courses (via WebEx) but additional training methods are available.

Here is a synopsis of our **Blended Learning** training delivery strategy:

Blended Learning combines the traditional classroom setting with the latest in technologically-aided education. Choose from instructor-led courses to self-paced web tutorials.

- **Instructor-led distance.**
  Instructor-led training is delivered through the Intranet via WebEx. Your WebEx training is a virtual classroom where a SirsiDynix trainer leads you through the course material following an agenda of training objectives. All you need to participate is a PC, an Internet connection, and audio access (VOIP or Phone Line). When you sign your contract, you receive information about signing up your library staff for the regularly scheduled courses posted on Mentor (our Learning Management System).

  SirsiDynix offers both group and private instructor-led distance training sessions. Group sessions provide the opportunity to learn with staff from other libraries and benefit from shared experiences. Group sessions are scheduled on a regular basis.

  You can also purchase private sessions. Private sessions offer the opportunity to focus the training on site-specific situations. You can specify private sessions in your contract. Contact your Sales account representative to make any additional arrangements.

  SirsiDynix and WebEx have partnered to provide a flexible, feature-rich, distance learning environment. Using WebEx, staff can attend training from any computer with access to a Web browser. Add a toll-free phone number and you're ready to experience distance training at its finest.

  WebEx offers many features that make distance training an exciting, rewarding experience.

  - Online chat. The online chat feature facilitates communication between parties.
  - Polling. The polling feature allows the instructor to poll users with questions and share the results. Polling provides a way to assess learning during training.
  - Remote application control of instructor's computer. During training the instructor can share his/her desktop applications so learners can see demonstrations of functionality. Control can also be turned over to a remote learner so that they can interact directly with the instructor's computer.
  - Remote application control of learner's computer. The learner can share an application on his/her own computer so the instructor can see their work and help solve problems they have during hands-on activities. Control of the application on the learner's computer can be turned over to the instructor for troubleshooting as well.

- Shared whiteboard. The whiteboard allows the instructor to share information and documents. Both the instructor and learner can use the annotation tools to mark up documents on the whiteboard. The documents and annotations can then be saved for future reference.
- Hands-on-Lab is a WebEx feature that provides all the functionality of onsite training in a distance environment. SirsiDynix maintains a computer lab for use in hands-on training. During a training session, the instructor assigns exercises and assigns control of a lab computer to each student. The student has full control of the workstation to complete the course exercises. While the students are working, the instructor can connect to the shared workstation to monitor progress and answer questions.

❖ **Recorded sessions.**
Recorded sessions serve an important purpose: they provide a quick training overview or snapshot. While they are not as instructionally rich, they are always informative and can be accessed on demand, night or day from SirsiDynix Mentor.

❖ **Self-Paced trainings.**
Our self-paced trainings are instructionally mature multimedia presentations, also accessible from SirsiDynix Mentor. These trainings deliver interactive and assessment elements that help verify your library staff is truly learning the material they are being trained on. They are a genuine value for the instructional guidance they provide.

Self-Paced Trainings provide the learners with an on-demand training option. The Classes are carefully designed according to instructional models. Their focus is upon the learner and the learner's acquisition of knowledge and job skills.

These trainings are web-based, interactive and self-paced. Classes may be accessed 24/7 via the Internet or "web" from SirsiDynix Mentor. (Trainings are listed in the left-hand navigational menu under Attend a Session—Recorded Sessions.) Learners will be able to practice what they have learned through the use of interactive lessons and assessments. Each learner is able to control the speed at which they learn, as classes may be stopped and restarted at any time or section of the training.

❖ **Online resources.**
We provide additional online resources (white papers, PDFs, How To Do documents, FAQs, and so forth). This is a dynamic and ever-growing resource.

❖ **Hands on Lab.**
These trainings provide instructor led distance training, with the trainer able to provide and monitor hands on exercises from the trainees.

In addition to these standard training delivery points, we provide **onsite training** for those libraries that have the special circumstances of needing live instructor-led training. Onsite training can be purchased by contacting your SirsiDynix account representative.

Documentation. Before training, the library will be provided a link to training agendas and course manuals which can be downloaded at your convenience. SirsiDynix will provide a training manual with each course that includes the materials which will provide attendees with the information and exercises our years of experience have shown provides a successful training and retention experience.

As soon as your contract signing is complete, SirsiDynix begins the arrangements for your specified training. Our design is to deliver your training to you in a relevant time frame so your library staff is prepared for your go live date.

Milestones. Here are the **key training milestones** leading to go live:

- 1) **Self-Paced Classes *(optional)***: SirsiDynix offers several Self-Paced Classes that will introduce staff to Symphony Core prior to the Instructor-led Courses.
- 2) **Instructor-led Courses**: We have regularly scheduled instructor-led trainings for your staff to participate in. Some of your courses are available on demand through recorded sessions and WBTs. You can begin to schedule and take any of these courses immediately after contract signing. There is a chronological order your staff will want to follow—in other words—some of the courses are requisite basic-level courses. You must take your basic-level courses before taking intermediate or advanced courses.
- 3) **Surveys**: You'll find a brief survey provided after every training session. We ask customers to take the time to complete these surveys because they not only help us evaluate our training curriculum and trainers but more importantly, help us improve our current courses and develop new courses.
- 4) **Thorough Knowledgebase and Additional Training**: Your core circulation and cataloging training are completed before go Live. We have a variety of additional training courses and services available to you on an as-needed basis. The important thing to know is that our training plan delivers to your library staff the knowledgebase and skill set they will need to perform their job descriptions.

b) Describe the different types of training offered, including online training, on-site training, and training manuals.	See details above.
c) Describe the options available for training to take place using the library's data and profile.	See details below.

SirsiDynix can accommodate training a library on your own data. However, for a variety of reasons we recommend training on a generic training database.

- **Shorter implementation schedule.** Training on a generic training database allows training to begin BEFORE the first data load. Waiting to train until the data has been migrated will lengthen the implementation schedule.
- **Easier review of your data.** Staff who have received some training on the Symphony system are better positioned to review the library's data once it has been migrated, resulting in cleaner data in the long run.
- **Better training.** Using our generic database allows your trainers to have examples in place to demonstrate specific pieces of functionality.

• **Fewer distractions.** Training on a generic database allows library staff to focus on the ILS software and features and not be distracted, for example, by something you see in your data that needs to be corrected.	
d) Multiple training visits to the library, at an agreed-upon schedule by both parties, must be included on the purchased modules.	The SirsiDynix proposal includes a blend of remote and 3 days onsite training.
e) Training should be offered when a new release or new version is distributed.	See details below.

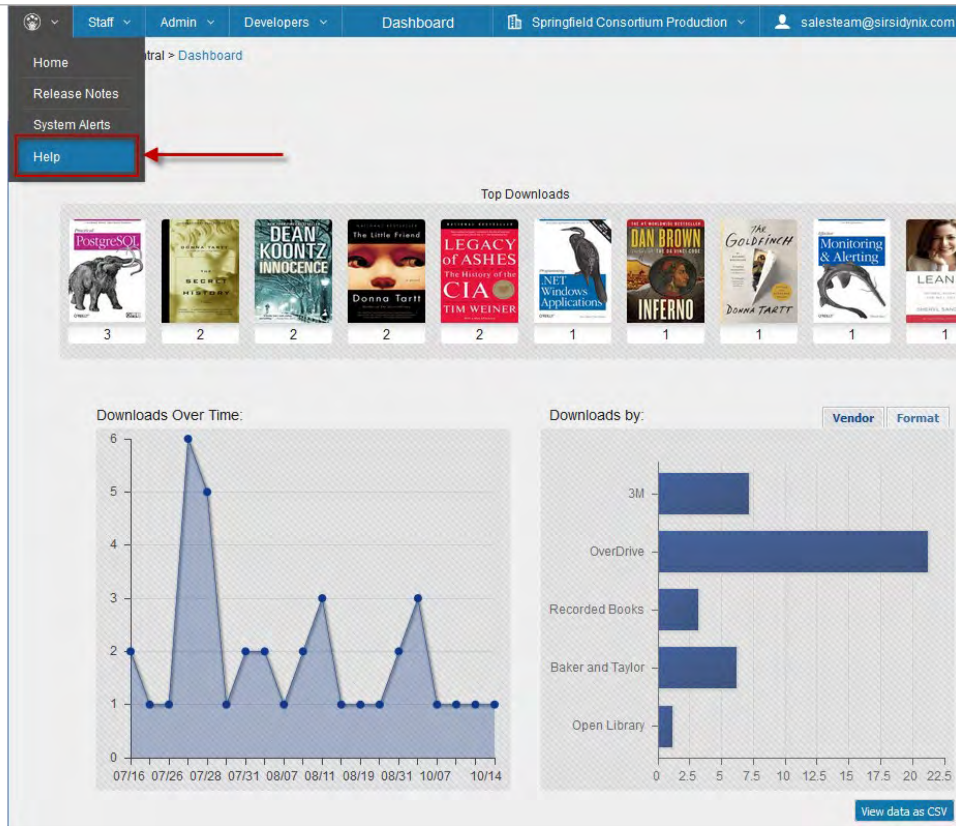
Release notes detailing all changes are provided with software upgrades. This information is readily accessible from the SirsiDynix client care website. To maximize staff engagement, we offer our Mentor training system with interactive learning experiences that provide immediate hands-on experience within the product. Mentor provides an extensive library of training guides with examples and exercises for learners. Mentor creates a flexible learning program so students may learn at their own pace for both refresher and update training. Training guides and interactive self-paced courses provide learners with access to information 24/7.

f) Describe online help systems for both staff and public functions.	See details below.

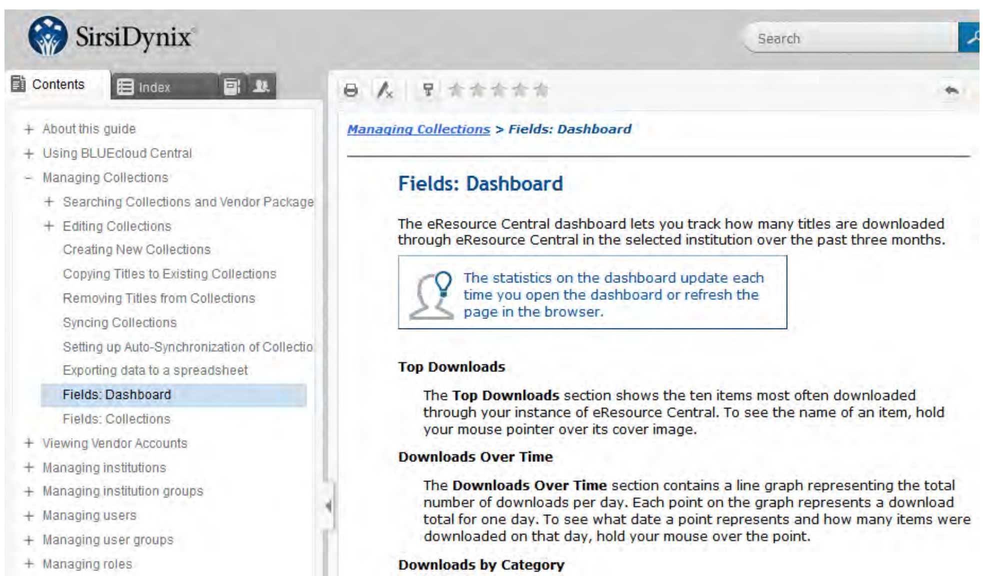
A complete system of indexed help screens, with hypertext links and examples, is accessible from both the Symphony staff client and from the browser-based BLUEcloud LSP staff apps. Help screens for OPAC users are provided as part of our Enterprise discovery solution in standard html format. The web OPAC screens are context-sensitive and provide instructions on the options available for each screen. For the OPAC, basic instructions can also be placed on the search screen itself. Help screens are non-intrusive; i.e., the user is not prompted with help screens unless he or she requests them. Standard help screens are delivered for all system modules, screens and commands. You may expand, enhance or edit help text as you see fit using html editing tools.

Selecting the HELP button yields detailed content-sensitive instructions on the use of any command. Help screens are delivered in standard Windows help format with fly-by, hypertext and balloon help features. A CONTENTS directory lists complete system documentation in addition to a topical INDEX and a FIND comprehensive word search. All help screens can be edited as preferred by authorized staff that enter a PIN. The online help files are active across all modules and can be changed by a library without any programming changes.

The screenshot below highlights a sample request for context-sensitive help from a BLUEcloud app.



By clicking the Help button, another tab displays with information about the tool currently in use.



Help files include live hyperlinks so the operator can explore additional, related information resources if desired.

Help screens are delivered for all system modules, screens, and commands. Help screens as delivered have been written to serve the widest possible range of users. They can also be adapted by the library as needed to better serve specific classes of users. The only restriction is that any such copies are for your own use and not for distribution or disclosure to third parties.

g) Please provide a description of the System documentation included as part of the proposal.	See details below.

SirsiDynix provides thorough electronic documentation for SirsiDynix Symphony, for use on multiple workstations throughout your library. A complete system of help screens, indexed and with hypertext links and examples, is accessible from the Symphony WorkFlows client.

The complete documentation set includes the following (dependent upon modules purchased):

Pre-Installation Documentation

Network and Remote Access Requirements

Policy Presentations (PowerPoint)

Online policy profiling tool

OPAC questionnaires

Data Loading Guide

Online Help

SirsiDynix Symphony WorkFlows Online Help

SirsiDynix Enterprise/Portfolio Online Help

Training Documents

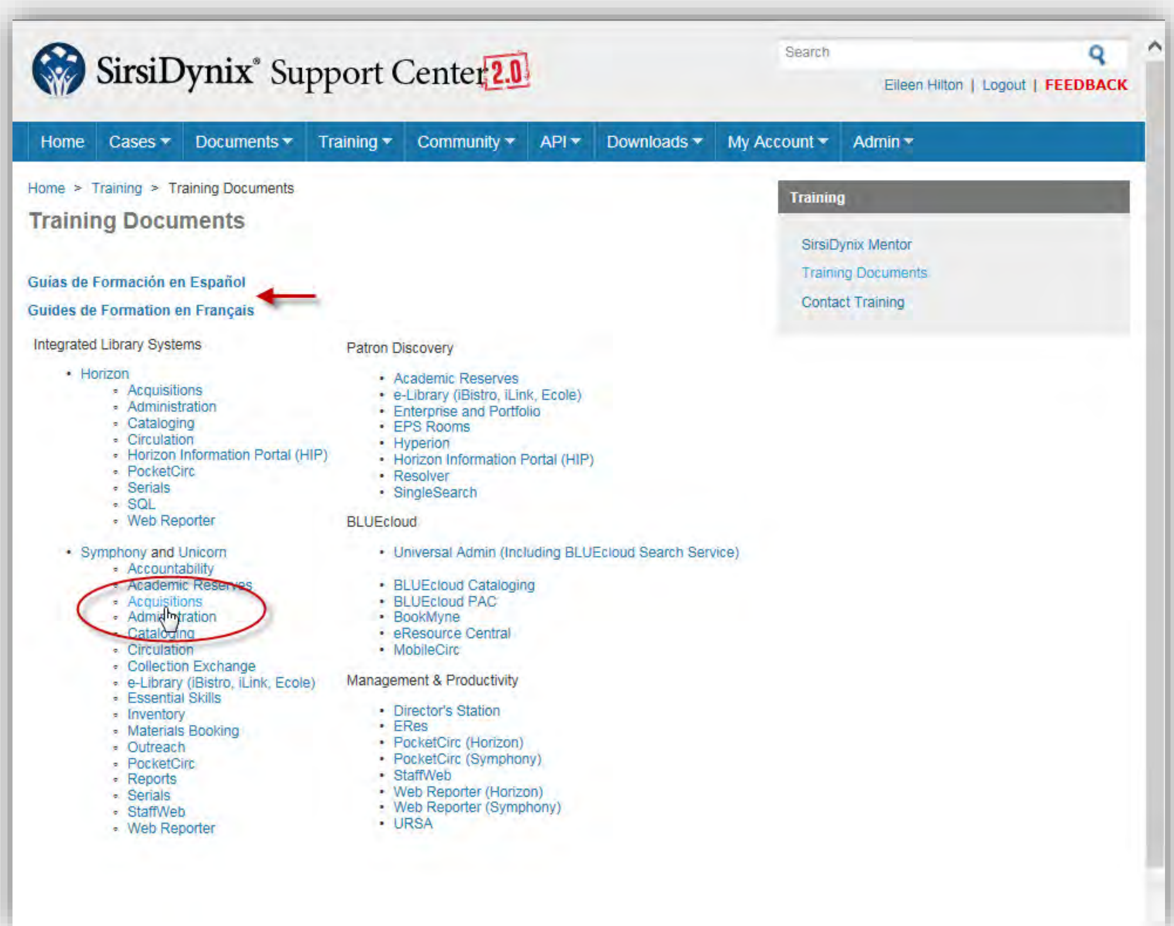
Specific SirsiDynix Training Guides are available for the following:

- Enterprise
  - Administration
  - Searching
  - Rooms Content Management
- Symphony Acquisitions
  - MARC Order Loader/9XX
  - Electronic Data Interchange
  - Acquisitions Rollover
  - Selection Lists
  - Invoice Taxes
- Symphony Administration
- Symphony Cataloging and Authority Control
- Symphony Circulation
  - Circulation
  - Holds Maintenance and reports
  - Requests
- Symphony Collection Exchange
- Symphony Essential Skills
- Symphony Inventory
- Symphony Materials Booking
- Symphony Outreach Services
- Symphony MobileStaff
- Symphony Reports
- Symphony Serials Control

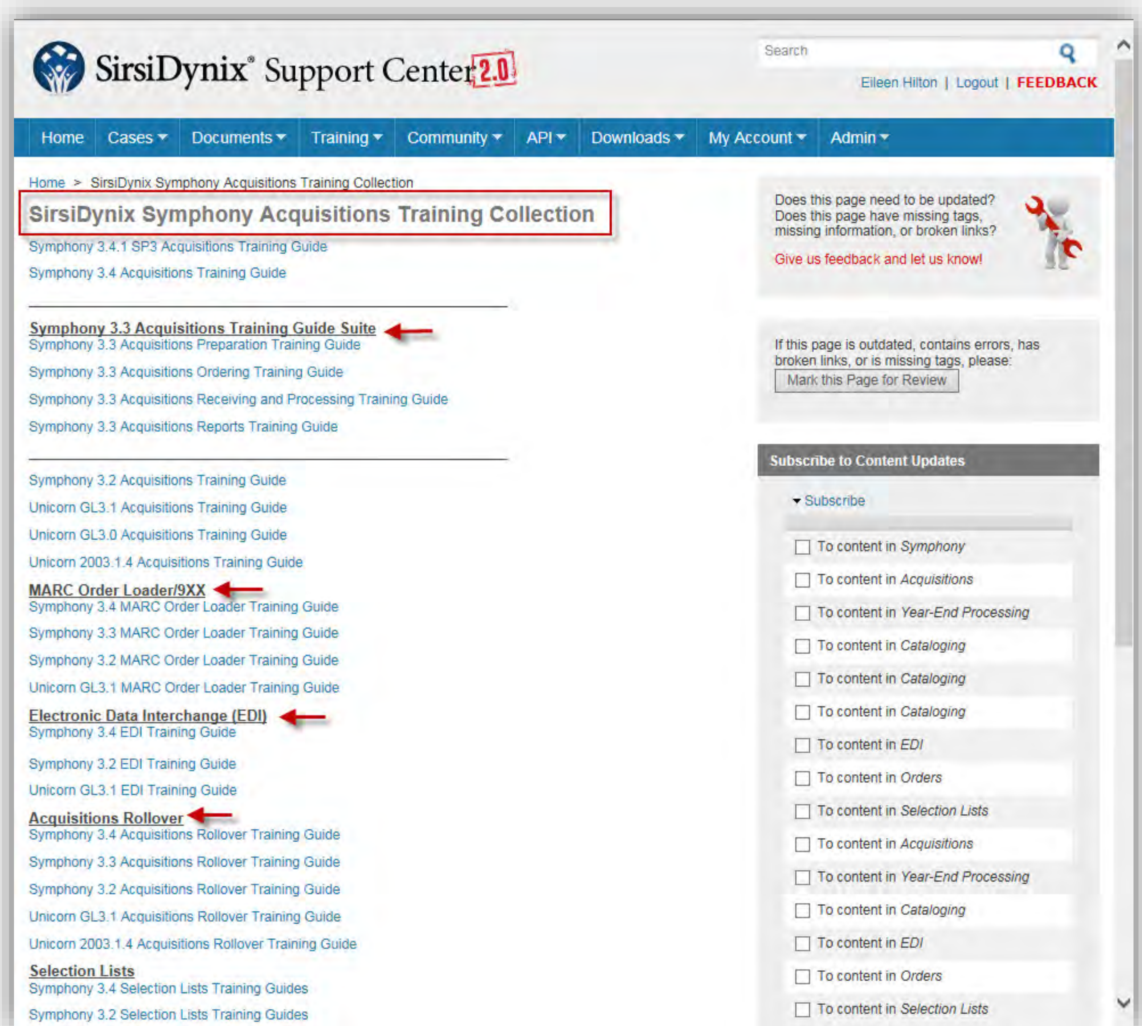
The above list is specific to Symphony and core discovery products. Additional training documents are available for BLUEcloud products: **eResource Central, MobileStaff, BLUEcloud Central, BLUEcloud Cataloging,** etc.

If you purchase your server hardware from SirsiDynix, you will also receive the manufacturer's documentation for the server, components, OS, etc.

All documentation (including online Help files) is available to customers on the SirsiDynix Support Center website. See screens below for examples.

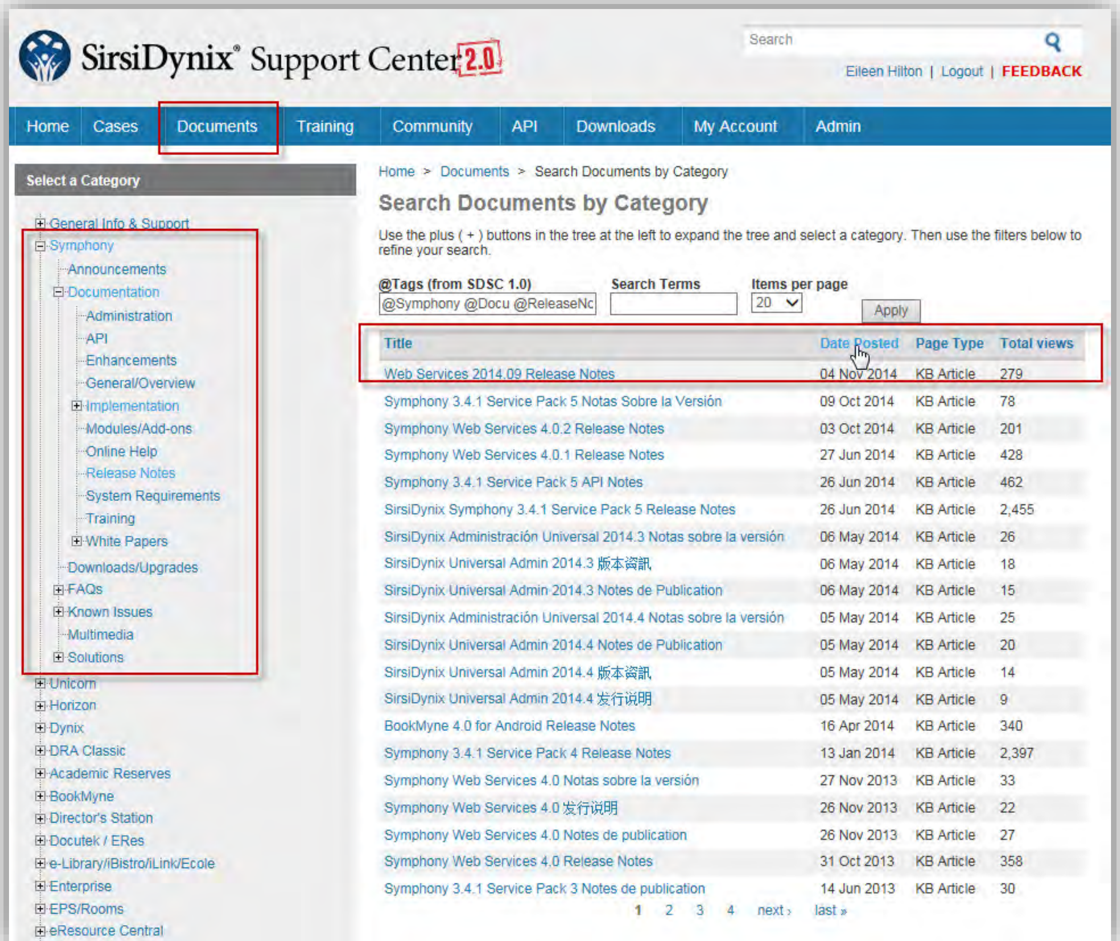


From the Support website authorized library staff can access Training documents (in English, Spanish, or French). Documents are categorized by product type and module. Selecting Symphony Acquisitions (above) will drill down and display all related training documents (below).

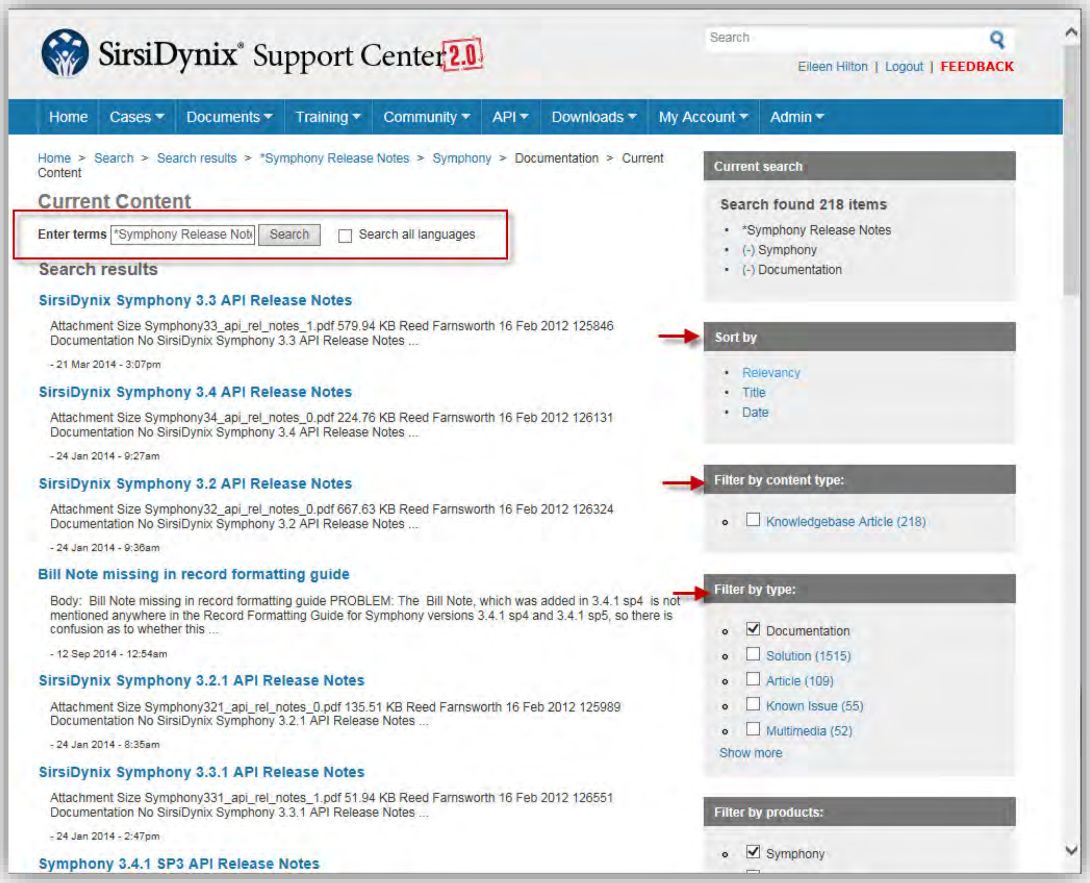


I.	State the media and number of copies of user documentation that will be provided at time of purchase	Documentation can be downloaded from the SirsiDynix client care website. There is no limit to the number of copies.
II.	User documentation should be updated in a timely manner with each product change or update. Describe.	See details below.

Documentation and training manuals are maintained by SirsiDynix personnel and new customers receive training material appropriate to the version the library/consortia is installing. The electronic help file for the Symphony WorkFlows staff client is updated with each major release, as part of your annually renewable software maintenance agreement.



From the SirsiDynix Support Center you can access documentation such as Release Notes and Training documents, specific to individual products. You can browse through documentation (above) and can sort listed documents by clicking on a column heading (Title, Date Posted, etc.)



You can also enter search terms to find appropriate documentation, and can refine the search results by selecting filters. You can also select the method used to sort your results.

III. All necessary documentation should be included with the product and should not be purchased separately.	Y
6.2 Data Conversion & Migration	
a) Describe data conversion and implementation services included in this proposal. Describe Vendor and library roles and responsibilities in the data conversion process.	See details below.

SirsiDynix makes every effort to ensure as painless and as smooth a migration as possible. This includes the logical transfer and migration of all possible data. A SirsiDynix Project Manager will be assigned to work with your staff to develop and implement an optimum migration plan, ensuring efficient and accurate data transfer and taking into account the existing system's capabilities, availability of equipment, and the library's preferred installation timetable and need to continue day-to-day operations throughout the transition.

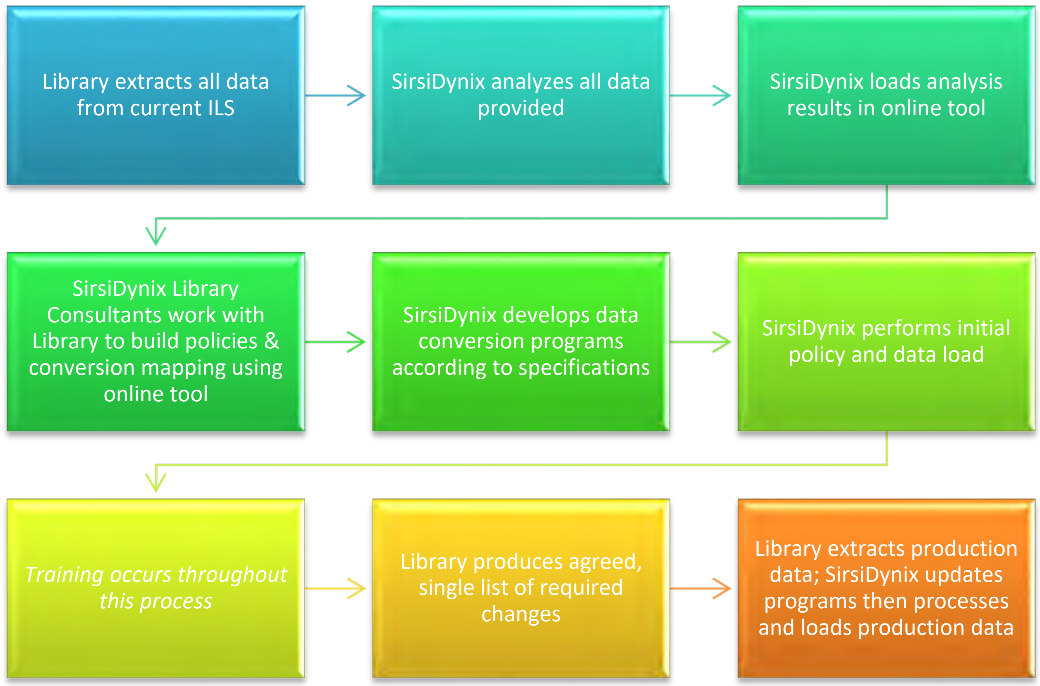
Files downloaded from the existing system can be sent to SirsiDynix in any of several physical formats in standard MARC or SirsiDynix -compatible ASCII formats, or in native system formats for conversion by SirsiDynix. SirsiDynix will then proceed to convert (if needed), load and index the files prior to system delivery and installation.

SirsiDynix has migration programs in place to transfer the following data from libraries converting from an existing library automation system:

Bibliographic records (MARC and non-MARC)	Most common data migrated
Item information	Most important data to extract because it is also the most time-consuming data to recreate
MARC holdings data for serials control	May be a separate record or embedded in the bibliographic records
MARC Authority records	Used by SirsiDynix Symphony to generate see and see also references and validate new headings.
Patron records	All data can migrate, as SirsiDynix Symphony is capable of defining any number of custom fields to accommodate all data in the existing system.
Serial management records (optional)	Serial control and checkins and holdings data
Acquisition management records (optional)	Funds, vendors, and open orders (as a rule we do not migrate closed acquisitions data)
Circulation transactions	Financial transactions, holds, and checkouts
OutReach data (optional)	Reading interests, delivery schedules, routes, etc. kept for homebound patrons
Community Resource records (optional)	Organizations, newspaper files, events files
Digital archive images (optional)	Images of rare documents, historical journals, and paintings

SirsiDynix has extensive experience migrating customers to Symphony. With your current ILS, we do not as a rule attempt to recreate the usage history on the old system in the form of historical logs on the new system; i.e., only current, active, transactions are migrated. However, embedded use or circulation counters, creation dates, etc., are imported where present within item and user records.

The following is an overview of the process involved in a typical data migration:



It is our experience that the key to a trouble-free data conversion exercise is having:

- truly representative test data well in advance
- detailed discussions to ensure that the data is converted in the way the library desires.
- a trial run with an opportunity to review the conversion
- enough contingency time scheduled in the timetable to allow specification modification - it will never be easier to change the way the conversion has been carried out than before the system has gone live

Basic Steps in Migrating Data to SirsiDynix Symphony**:** Loading your electronic bibliographic records from your current system into SirsiDynix Symphony is at the heart of the migration process. Allowing plenty of time in your migration schedule to review data converted from your local system(s) will bring about the best results. The following steps list the major milestones your project manager will guide you through as you migrate.

1. Our team will work with you to identify the databases you have available for migration which may include, to the extent these data are present:
    - Bibliographic and Item Records
    - Authority Records (Name, Subject, and Series)
    - Patron Records
    - Circulation Transactions and Fines
    - Holds
    - OutReach data (interests, routes, delivery schedule)
    - Serials Checkin History Records (MFHD format)
    - Serials data (checkin, control, and routing records)
    - Acquisitions data (funds, vendors, orders)
    - Community Resources (FAQ's, Obituaries, Trivia, and Organizations)
2. The Library will export or arrange with your present vendor to obtain and send to SirsiDynix the data to be migrated. This data will be used for the initial data analysis and test migration.

2 a. Each additional participating library will export or arrange with its present system vendor to obtain and send to SirsiDynix a copy of the data to be migrated. This data will be used for the initial data analysis and test migration.

3. Your SirsiDynix Library Implementation Consultant will guide you through the process of completing your SirsiDynix policies using an online tool (item types, location codes, patron profiles, patron categories, bill reasons, etc.)

4. SirsiDynix will configure data "mapping" profiles corresponding to your newly-defined SirsiDynix policies and convert your data to the SirsiDynix-specified formats used to load the data to SirsiDynix Symphony.

5. The converted data will be loaded onto your server.

6. The Library will be given time to review and make any configuration and mapping changes prior to the final load.

7. After your training is completed, your final data extraction / export and conversion will commence. SirsiDynix will process an updated set of data exported from your present system, making any needed adjustments to the profiles identified during the test conversion.

8. During this time, your staff can use the Standalone Circulation program for "offline" circulation. This period typically lasts about a week. Then SirsiDynix will update the database with your "offline" circulation data, and your library will "go live" on the SirsiDynix solution.

b) Provide a migration and implementation plan, including timetables and whether parallel operation of the old and new system is required.	See details below.

Upon contract signing, the Library will be assigned a SirsiDynix Project Manager. The Project Manager will work with your system administrator to keep you informed and on schedule through each phase of the implementation.

SirsiDynix is made up of carefully chosen and highly qualified full-time employees are dedicated to serving the needs of our customers. SirsiDynix' staff includes experienced librarians, technical support, and research and development personnel. The SirsiDynix implementation/installation team will be composed of:

Project Manager: This is your primary point of contact during the Implementation. You will work with your project manager to plan, schedule, and interface with other departments.

Data Services: This is the team that will convert and transfer your library data into your new SirsiDynix Symphony system.

Consulting: The Consulting team works with you to set up your library policies and address issues of special importance or priority.

Product Delivery: This team works with you to make sure your hardware, networking, and operating systems are fully functional.

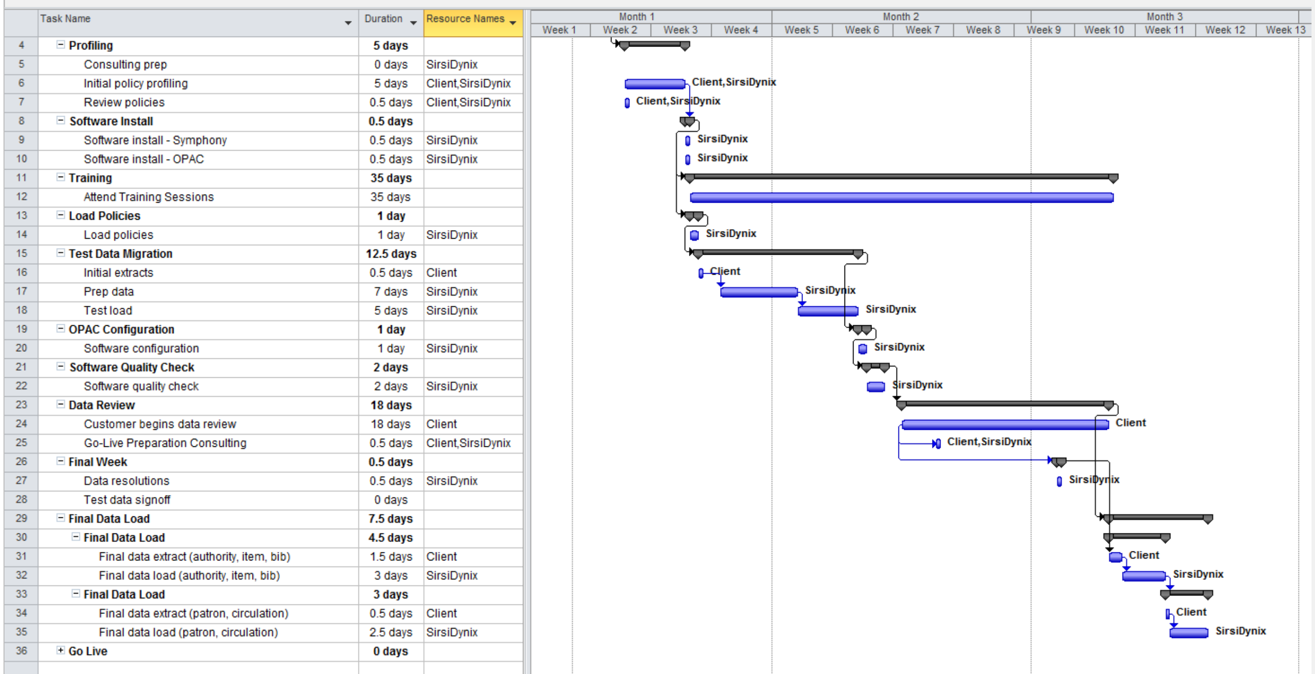
Training: The Training team designs and delivers your contracted training.

Data conversion is typically managed at our offices. Training can be done with a blended approach of onsite and via the Internet in a virtual environment including live instructor-led web conference training, pre-recorded training sessions, and on demand web based trainings which are available from our web site. The Project Manager and any other required staff are available for conference calls for meetings and discussions with library staff and can be contacted via email at any point.

SirsiDynix system installations, from startup to your scheduled go-live date, are typically completed within three to four months of contract execution. Larger, more complex projects may take longer. The difference is primarily in the amount of time the Library will need to plan and prepare for the migration. Your implementation schedule is of course based on factors such as the conclusion of contract negotiations and completion of profiles (policies) and databases ready to be loaded to the new system.

The actual installation timetable is normally worked out by mutual agreement between the SirsiDynix Project Manager and the Library's system administrator once the Library places an order or notifies SirsiDynix that you wish to have an installation scheduled. SirsiDynix confirms a detailed schedule with specific dates for each necessary project activity typically within 10 days of contract execution.

The SirsiDynix Implementation Schedule included below illustrates the various tasks necessary to complete migration to SirsiDynix and the time recommended for each.



	Task Name	Duration	Resource Names
4	Profiling	5 days	
5	Consulting prep	0 days	SirsiDynix
6	Initial policy profiling	5 days	Client,SirsiDynix
7	Review policies	0.5 days	Client,SirsiDynix
8	Software Install	0.5 days	
9	Software install - Symphony	0.5 days	SirsiDynix
10	Software install - OPAC	0.5 days	SirsiDynix
11	Training	35 days	
12	Attend Training Sessions	35 days	
13	Load Policies	1 day	
14	Load policies	1 day	SirsiDynix
15	Test Data Migration	12.5 days	
16	Initial extracts	0.5 days	Client
17	Prep data	7 days	SirsiDynix
18	Test load	5 days	SirsiDynix
19	OPAC Configuration	1 day	
20	Software configuration	1 day	SirsiDynix
21	Software Quality Check	2 days	
22	Software quality check	2 days	SirsiDynix
23	Data Review	18 days	
24	Customer begins data review	18 days	Client
25	Go-Live Preparation Consulting	0.5 days	Client,SirsiDynix
26	Final Week	0.5 days	
27	Data resolutions	0.5 days	SirsiDynix
28	Test data signoff	0 days	
29	Final Data Load	7.5 days	
30	Final Data Load	4.5 days	
31	Final data extract (authority, item, bib)	1.5 days	Client
32	Final data load (authority, item, bib)	3 days	SirsiDynix
33	Final Data Load	3 days	
34	Final data extract (patron, circulation)	0.5 days	Client
35	Final data load (patron, circulation)	2.5 days	SirsiDynix
36	Go Live	0 days	

SAMPLE Implementation Plan – Once we have a chance to assess your needs in more detail, we will customize this schedule to ensure adequate time to test the new system and train staff.

c) Documentation should be online, keyword searchable, downloadable, and modifiable by the library.	Y
d) Must include information on retrieving data from current source, transforming it, and uploading within a specific time frame. Proposals must include a schedule in a number of days for conversion and implementation of system.	See details in a) and b) above.
e) If there are unforeseen circumstances, how will these affect cost?	See details below.

SirsiDynix project managers take into account risk assessment as part of implementations projects. This includes considering a range of potential issues, to identify, quantify, categorize, and highlight solutions for individual events/activities.

The tables below identify typical risks and our proposed mitigation strategy.

IMPACT (1-5)	SCENARIO	LIKELIHOOD (1-5)	HOW WE PROPOSE TO MITIGATE THE RISK
Rating 1	Library not able to identify a main point of contact for the migration or not able to establish a migration team	1	Library should prepare for the migration by assigning a main point of contact
Rating 3	Library not getting the data from their current system exported in a timely manner	1	Library should schedule data extractions with their current vendor according to the migration scheduled provided by SirsiDynix

Rating 2	Library not providing data mapping instructions in a timely manner	1	SirsiDynix will provide a mapping chart to be completed by the library
Rating 3	Library not attending the training as outlined in the project plan	1	Library staff should schedule time for all SirsiDynix recommended training and have the needed time approved by their supervisors
Rating 2	Library not performing data review and testing as outlined in the project plan	2	A minimum of 20 hours of library staff time is recommended for data review
Rating 1	SirsiDynix project manager unable to complete implementation due to emergency (illness, etc.)	1	SirsiDynix project managers thoroughly document each implementation project using internal tracking systems. Should it be necessary, another project manager can step in and have access to all information needed to successfully complete the project.

7 Post-Implementation	
7.1 Support & Maintenance	
a) Vendor must guarantee support for the system without additional charge for the first twelve months after implementation and provide cost of support for two to four additional years.	Y
b) Describe the vendor's support mechanism for technical questions.	See details below.

SirsiDynix client care services provide the following features:

- Help Desk support from SirsiDynix Customer Support during normal business hours
- Access to toll-free, emergency telephone support 24x7x365
- All new versions and enhancements released by SirsiDynix for your licensed modules
- Any needed software fixes and/or patches
- Documentation updates
- Access to web forums and library user ListServs
- Information to guide staff through software installations

When you have a question or problem regarding the system, your library can call toll-free during normal business hours, and can e-mail support requests directly to SirsiDynix. In the event of an emergency, your library will have our emergency support phone number, where a live support specialist may be reached 24x7x365. Critical care is offered for Priority 1 Incidents only.

SirsiDynix also accepts software problem reports through our website. A link to the SirsiDynix Customer Support system allows library clients to submit, edit, or cancel service requests to Customer Support via the Web. You can also track the status of your request online. In addition, library clients may search the Knowledgebase to find answers to common questions that have already been submitted to Customer Support by other clients or that have been specially prepared by SirsiDynix staff.

Our goal when taking a problem report over the phone is to resolve the issue during the initial call whenever possible. Incidents that are not resolved on the initial call or that are received by other means are prioritized based on the impact that the problem is having on your library's operations. Critical (Priority 1) issues are responded to *immediately* and worked *continuously* until they are resolved, 100% of the time.

While SirsiDynix makes every effort to respond and communicate with our customers in a timely way, there are occasions when a customer may need to escalate an issue. This could be simply because you have not heard anything for a period of time or because you are not happy with the response you have been given. We provide clear escalation information to customers on our support site, including contact information for all support management (even the CEO's contact information). We want to know if a customer's issue is not being resolved in a timely and appropriate manner.

Library Relations Managers

In addition to the support described above, each and every SirsiDynix customer is assigned a Library Relations Manager for an added level of support.

SirsiDynix Library Relations Managers (LRMs) work with customers worldwide to facilitate and personalize interactions between SirsiDynix and our customers. The LRMs hold regular phone and occasional onsite meetings with our customers to ensure that each library gets the best out of our products and services for its local environment with a goal of a smooth and production relationship between the individual customer and SirsiDynix. LRMs act as customer advocates within SirsiDynix and work collectively with the customer and all SirsiDynix departments on an ongoing basis to ensure that customer needs are met. Your LRM will keep you updated on new services or product features and versions that may be of particular interest to your library. They will make sure you are aware of updates or changes that may require planning on your end. They work closely with Customer Support and Product Management to review and escalate support cases and to discuss the opportunities and challenges our customers face that may lead to enhancements to existing products or development of new products and services. LRMs often characterize themselves as the customers' "feet" within SirsiDynix and are a primary point of contact for customers once they are in production with our software.

c) What are the hours (Pacific time zone) and days of vendor's live telephone support?	See details below.

The SirsiDynix Technology Center is staffed 24/5 for standard telephone support. Hours of coverage may be modified on some holidays as noted in the annually updated holiday schedule maintained at the Support Center portal. Generally, the hours of telephone support are from 4PM (Mountain) on Sunday through 6PM (Mountain) on Friday.

STANDARD SUPPORT - SirsiDynix Customer Support staff are available during your local weekday business hours (generally Mon-Fri, 8AM-5PM local time). In addition to telephone and e-mail support many customers prefer the self-service and 24/7 availability offered by the SirsiDynix Support Center portal.

URGENT CARE - Sometimes you may have an urgent need for assistance with an issue outside of your weekday business hours, or perhaps even on a holiday. On most weekdays and holidays SirsiDynix Customer Support is available 24/5 to take your telephone call and will work to provide the assistance you need. Specific details for holidays are maintained on the SirsiDynix Support Center portal.

CRITICAL CARE (down system) - Every SirsiDynix customer has 24/7 access to Critical Care support for down systems. You can access Critical Care Support by telephone. Critical Care support cases MUST BE PHONED IN to insure immediate attention! If you encounter problems reaching Critical Care Support please immediately contact an escalation contact from the list of escalation contacts available for download on the Support Center portal.

d) What is the expected turnaround time for questions submitted to technical support via email?	See details below.

Below is an overview of the priority levels and associated targeted response times to acknowledge the incident and to begin the resolution.

Priority Level	Description	Target Incident Acknowledgement Response Time	Target Time to Begin Resolution
1	SirsiDynix Software is completely inoperable, online catalog is unavailable, or there is a critical impact to business processes. No work around is available.	1 hour (as long as you report the problem using the support telephone number).	Within 1 hour.

2	SirsiDynix Software is hampered from performing common business functions. No acceptable work around is available.	4 business hours.	1 business day.
3	SirsiDynix Software functionality is impaired but business operations continue. Acceptable work around exists.	4 business hours.	2 business days.

SirsiDynix Customer Support emphasizes full resolution of an issue and complete customer satisfaction. In 2019, 47% of all cases submitted were resolved the same day and 98% of our customers were "Satisfied" or "Very Satisfied" with support. We encourage customers to respond to satisfaction surveys and use the information they provide to continue improving the support we offer.

e) How are problem fixes or patches distributed and implemented?	See details below.

SirsiDynix is responsible for the installation of all SirsiDynix software updates or upgrades at the server level. The library system administrator will be notified via official SirsiDynix communications of upcoming SirsiDynix software updates or upgrades.

SirsiDynix publishes known issues to the SirsiDynix Support Portal at the time of each version release. Reported faults that critically affect the performance of the system or the integrity of the database are dealt with immediately by SirsiDynix with patches released as soon as a resolution is available.

Known non-critical software issues are prioritized by severity and corrections are included in major releases or bundled into service packs for specific releases—roughly 2-5 service packs per major release. Currently, SirsiDynix targets three service packs for each major version, and these service packs are typically released every four months. These are distinguished by a point release version number. In addition, patches can be sought individually on request in particular circumstances.

Operating system maintenance plays a crucial role in service stability. OS maintenance is performed several times per year on an as-needed basis. If system maintenance is required, including installation of software patches, it is done during off-peak hours by SirsiDynix after notifying the affected customer systems administrators. Recovery servers will be used to provide services when OS maintenance requires more time than is allowed.

7.2 Upgrades	
a) Product upgrades must be included as part of the annual maintenance fee.	Y
7.3 Trouble resolution	
a) Vendor must have documented trouble-reporting procedure outlining guaranteed response times and escalation procedures.	Y See details below.

Our goal when taking a problem report over the phone is to resolve the issue during the initial call wherever possible. Incidents that are not resolved on the initial call and/or incident, or are received by other means are prioritized based on the impact that the problem is having on your library's operations. Critical (Priority 1) issues are responded to immediately and worked continuously until they are resolved, 100% of the time.

While we make every effort to respond and communicate with our customers in a timely way to each case, there are occasions when a customer may need to escalate an issue. This could be simply because you have not heard anything for a period of time or because you are not happy with the response you have been given.

- Step 1: The initial point of escalation is the owner of the case. You do this by sending an email containing the case reference number, or by adding a comment directly in the Support Portal. Both of these options will cause an email to be sent to the owner of the case and add the details to the case.
- Step 2: If you feel the need to escalate a matter further, you can contact the appropriate support manager or supervisor.
- Step 3 – If you are still not happy with the response then the next escalation is to the Director level.

You may also escalate an issue to your Library Relations Manager (LRM) at any point.

A document listing contact info for Support management (managers, supervisors, the Director, Vice President, and even the CEO of the company) is available to customers on our Customer Support site. We **want** to know if a customer's issue is not being resolved in a timely and appropriate manner.

Below is an overview of the priority levels and associated targeted response times to acknowledge the incident and to begin the resolution.

Priority Level	**Description**	**Target Incident Acknowledgement Response Time**	**Target Time to Begin Resolution**
Priority 1	SirsiDynix Software is completely inoperable, online catalog is unavailable, or there is a critical impact to business processes. No work around is available.	1 hour (as long as you report the problem using the support telephone number).	Within 1 hour.
Priority 2	SirsiDynix Software is hampered from performing common business functions. No acceptable work around is available.	4 business hours.	1 business day.
Priority 3	SirsiDynix Software functionality is impaired but business operations continue. Acceptable work around exists.	4 business hours.	2 business days.

b) Any problem remaining open for more than one business day should be addressed in writing, with expected resolution and/or delivery date explicitly outlined.	See details above.
c) Describe vendor support for emergencies, such as system failures and disaster recoveries, and associated costs.	See details below.

All sites receive 24 x 7 Critical Care support as part of the SirsiDynix SaaS solution.

In the event a SirsiDynix SaaS customer calls our Customer Support Centre reporting an outage, the incident will be immediately escalated to the Managed Client Services / SaaS group for priority one troubleshooting and direct customer contact. SirsiDynix commits to working with the collocation partner until a resolution is reached.

In the case of a disaster, SirsiDynix will provide for recovery service to include reconfiguring and reloading the library system. Verification of database integrity needs to be made via email or fax from the library administrator or designated alternate(s) within eight working hours of restoration. The library administrator or designated alternate(s) will be responsible for notifying the library staff that the system is unavailable for use during the verification process. If the library feels the data cannot be validated, the library administrator or designated alternate(s) must notify the SirsiDynix Client Care Center of any errors via fax or email with detailed examples.

Full and differential backups will be used in the event of a full customer instance restoration. A fresh OS install will be performed should the underlying operating system become corrupted. SirsiDynix uses Jumpstart methods to minimize downtime to customers. In this type of scenario all affected customers' instances would be ported to a standby recovery server while work is being performed on the original server.

If access to the SirsiDynix system is unavailable, Backup Circulation Software enables your staff to continue circulation transactions, including checkin, checkout, renewing items, and registering users. A report updates circulation workstations with files of delinquent, blocked and barred patrons at your preferred frequency (e.g., daily, weekly). This alerts staff to a user's status at time of checkout, supporting uninterrupted enforcement of library policies relative to user privileges. For delinquent users, staff can optionally override and proceed.

Our application network outages are tied directly into our vendors' SLAs with regards to facility wide outages and they commit to 99.99% availability on a monthly basis. SirsiDynix has redundant routes with redundant ISP leading into our caged environment.

All systems have surplus high bandwidth internet capacity and our colocation sites provides a comprehensive network of highly redundant, ultra-secure data centers. Dedicated bandwidth accessing library equipment is through dedicated telcom level line speeds and access.

7.4 Testing & Acceptance	
a) Post-implementation acceptance tests will be performed following implementation.	See details below.

If a Library wishes to perform specific acceptance testing they may do so. SirsiDynix has a training class to help the Library prepare to perform these tests. The SirsiDynix Library Consultant can supply the library with a standard test plan and help them start the process of testing the functionality and implementation of their system. This testing may begin following the implementation profiling sessions, software installation, training, data conversion, and the test data load. The Library may follow the SirsiDynix script or submit their own for approval to carry out the Acceptance Testing and document any issues to the SirsiDynix implementation team. SirsiDynix will address all issues raised before the production load begins.

The library may report any issues where the latest implementation documentation was not followed, for a period of 90 days from the Go Live Date. After 90 days, issue resolution may require consulting time.

Items you may wish to consider as part of the scope of your acceptance testing (as identified by one of our customers) include:

- Testing access to all appropriate library data from both staff clients and public clients
- Testing of connectivity
- Testing of data integrity
- Testing of accessing and importing records
- Testing access to the library's data using Z39.50 by other libraries
- Testing EDI
- Testing of required functionality
- Testing of reports
- Testing output to all printers
- Testing input from reader pads
- Testing standalone circulation

SirsiDynix can provide a *User Acceptance Testing for Symphony* guideline document on request.

b) The post-implementation tests will have three components:	
I. A review to determine that all specified features are present.	See details above.
II. A measurement of response times.	See details below.

SirsiDynix does not provide response time guarantees; however, response times such as those below are reasonable and are in line with the sort of performance that is being enjoyed by most, if not all, SirsiDynix Symphony users.

Type of Transaction	Average Load	Peak Load
Checkout	1 second	1 second
Renewal	1 second	1 second
Check-in	1 second	1 second

Bibliographic file modification	1 second	2 seconds
Holding file modification	1 second	2 seconds
Borrower file modification	1 second	2 seconds
Holds placed	1 second	2 seconds
Fine process	1 second	2 seconds
Response to customer barcode entry before system is ready to checkout	1 second	1 second
Searches	1 second	2 seconds

The response times at the workstation will, of course, be impacted by the network bandwidth and network traffic over which we do not have any control. SirsiDynix anticipates that your Symphony solution will perform at these levels, but does not guarantee these times.

III. A measurement of reliability over a period of 30 consecutive days following the vendor's written certification that the system is fully installed and operational.	Y
1.Representatives of the Menlo Park Public Library and the vendor will check the availability and performance of each feature while the maximum number of concurrent users for which the system is licensed are active.	See details in a) and b) ii above.
2.The system must perform at 99.9% uptime during business hours during the first 30 days.	SirsiDynix SaaS uptime has been over 99% since inception, with continuous improvements resulting in uptime of >99.95% for seven consecutive years.
c) The Menlo Park Public Library reserves the right to invalidate the contract if post-implementation acceptance criteria are not met. The vendor must be prepared to return all payment made in this circumstance.	See details below.

We firmly agree that Customer should be assured that the system purchased from SirsiDynix is fully functional at the date of Go Live. Customer will have the full opportunity during implementation to assess and test both the functionality and reliability of the system. We, however, do not agree to invalidate the entire contract merely due to a technicality of a small missed criteria that could be easily remedied. We, therefore, would like the opportunity to negotiate this clause to ensure it aligns with our policies and the intentions of the parties in entering into this contract.

VENDOR INFORMATION

4. Vendor Information

4.1 Background

Vendor responses to this section will be no more than three pages.

a) Provide a brief description of your company including the name(s) of its owners and/or principle officers, date of origin and/or incorporation, length of time in the library automation field, and length of time supporting the product being bid in response to this RFP.

Sirsi Corporation was founded in 1979 as a computer consulting business. The company developed a Unix-based library automation system for the Georgia Institute of Technology in 1981, and offered it as a turnkey system to other libraries beginning in 1983. Also in 1983, Dynix Corporation first partnered with libraries to spearhead the development of Integrated Library Systems (ILS) technology. Both companies evolved steadily over the next 40+ years, becoming dominant forces in the industry. Their strengths were combined when Sirsi Corporation and Dynix merged in 2005, forming SirsiDynix. SirsiDynix was acquired by Vista Equity Partners in December of 2006 and was then acquired by ICV Partners, a leading investment firm, in December of 2014.

Experience

SirsiDynix is a global leader in library automation, management and user experience solutions. Our customer base includes over 3,700 library clients around the world serving more than 200 million people through more than 23,000 library outlets. With over 40 years of industry experience, we know how to deliver outstanding solutions and on-time implementations to public, academic, school and consortia libraries, helping you to deliver a great patron experience while increasing productivity and lowering costs.

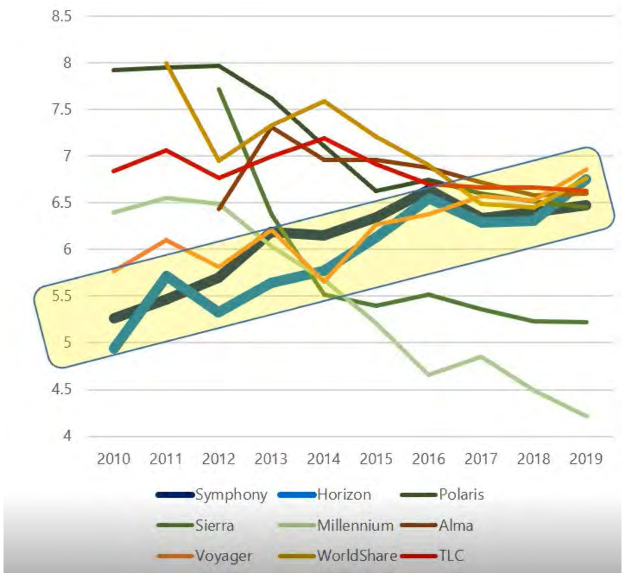
SirsiDynix has completed more ILS conversions than any other major library software vendor. Our **implementation staff averages over 8.5 years of implementation experience**, and they will advise you every step of the way. We want you to feel comfortable with the implementation process, so we assign specialized resources to provide the timely support you need to make your implementation a success.

Our Operations staff **averages over 11 years** with SirsiDynix, and **42% have library backgrounds.**

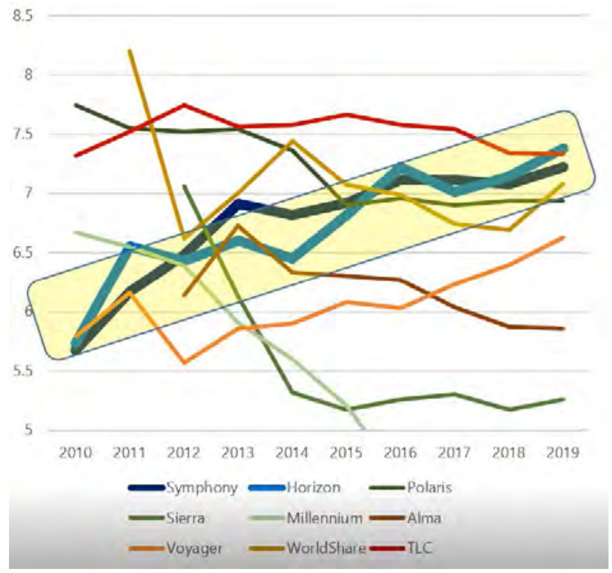
Other statistics that demonstrate the experience SirsiDynix can offer the Library include:

- We have more than **10,000** knowledgebase articles and solutions
- SirsiDynix Customer Support emphasizes full resolution of an issue and complete customer satisfaction. Of cases submitted in 2019, **47% were resolved the same day**, and **98% of our customers were "Satisfied" or "Very Satisfied"** with support. We encourage customers to respond to satisfaction surveys and use the information they provide to continue improving the support we offer.
- In 2019, SirsiDynix's training team greatly exceeded the average satisfaction rating with an approval rating well above 95% (the average for industries worldwide is 86%). SirsiDynix taught **over 750 instructor led classes to more than 3,000 students,** with more than 13,000 registrations taking place for Self-Paced courses.

SirsiDynix has worked in recent years to find ways we can improve, and as shown in the two graphs below, our company loyalty and customer support ratings, compared to other vendors, show we have done just that:



Company Loyalty ratings (SirsiDynix highlighted in yellow box)*



Customer Support ratings (SirsiDynix highlighted in yellow box)*

**Data compiled from Marshall Breeding's Library Perception Survey: https://librarytechnology.org/perceptions/2019/*

Services

SirsiDynix combines world-class products with superior services, going to great lengths to ensure smooth implementation and ongoing customer support for all our customers. We have a comprehensive online training program geared to support the success of your staff, both during implementation and well beyond—classes are available for the life of your contract, many of them free and repeatable.

Partnerships

SirsiDynix partners with dozens of companies and interfaces its products with dozens of third-party products. These strategic partnerships allow our customers to procure many of its technology products from a single source—SirsiDynix—providing a one-stop shop for library technology. These partnerships also enable testing and product integration among a very wide array of library systems, such as self-check systems, self service kiosks, PC Reservation, Print Management, federated searching, OpenURL resolvers, wireless networking, network management, ebooks and audiobooks.

Financial Statement

As you may know, SirsiDynix is a privately-held, global corporation, and as such we treat our financial statements as confidential due to the competitive nature of the industry. That being said, we are willing to share the following financial information:

- SirsiDynix's operating performance is one of the strongest in the industry
- SirsiDynix has a very solid Dun & Bradstreet credit report. Our Dun and Bradstreet number is 03-503-6813.
- SirsiDynix's financial results are audited annually and we continue to receive clean audit opinions with no ongoing concerns or issues, providing ongoing evidence of the company's strength. Below is a copy of the most recent audit opinion (note that SD Intermediate Inc. is the parent entity of SirsiDynix).

Independent Auditor's Report

Board of Directors
SD Intermediate, Inc.
Lehi, Utah

We have audited the accompanying consolidated financial statements of SD Intermediate Inc. and its subsidiaries, which comprise the consolidated balance sheets as of December 31, 2019 and 2018, and the related consolidated statements of comprehensive loss, stockholder's equity, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of SD Intermediate Inc. and its subsidiaries as of December 31, 2019 and 2018, and the results of their operations and their cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Emphasis of a Matter

As described in Note 1 to the consolidated financial statements, the Company has changed its method of accounting for revenue from contracts with customers in 2019 due to the adoption of the new revenue standard. The Company adopted the standard using the full retrospective approach.

BDO USA, LLP

April 15, 2020

- SirsiDynix is a profitable and cash-flow positive business that has earned 8 figures ($10 million plus) of profit annually during the past 5 years.
- To ensure you are protected, SirsiDynix offers source code escrow through Iron Mountain to all COSUGI and COSI user group members at no cost to you.
- We are willing to provide you with a contact at BDO so you can verify the above information and the strength of the company's financial performance.

SirsiDynix is one of the **best managed businesses** in the industry, which means lower development debt than our competitors and established resources to meet your long-term needs.

b) *How many full time employees work for your company?*

SirsiDynix maintains numerous offices in the United States and around the world, including our corporate headquarters in Lehi, Utah, and offices in 18 countries including Canada, Australia, throughout Europe, Asia, and Central and South America. This global reach provides you with a dedicated team that can support your needs 24/7. Our team of industry experts, many with library and MLS experience, includes over 320 full-time individuals devoted exclusively to our electronic library systems.

c) *What is the percentage breakdown of staff among sales, research and development, support, and other vendor functions?*

See details below:

Department	Total SirsiDynix Headcount
Training & Consulting	23
Data & Delivery Services	23
Project Management	13
Upgrades	6
Customer Support	58
Library Relations	11
R&D/Development	83
Cloud Services/SaaS	14
Marketing	8
Sales	48
HR	5
Admin/Legal	6
Accounting & Finance	18
IT	5
Total Number of Employees	**321**

d) *Identify the number and location of support personnel accessible to Menlo Park Public Library.*

There are currently over 150 personnel supporting our customers in various capacities. Primary client care will be provided from the SirsiDynix corporate headquarters in Lehi, Utah. In addition, SirsiDynix has a virtual support center made up of SirsiDynix Symphony experts around the world. Because support is provided via a toll-free number (or over the web) all customers have access to all support individuals.

e) If your company is currently for sale or involved in any transactions to expand or be acquired by another organization, explain.

No.

f) If your company has been involved in a reorganization, acquisition, or merger in the last five years, explain.

No.

g) If your company has been involved in the last five years in public litigation with a client or a third- party vendor related to the product that is being bid in response to this RFP, explain.

No.

4.2 Experience

a) Describe your company's experience in providing automation services to public libraries. Be specific.

With over 40 years of industry experience, we know how to deliver outstanding solutions and on-time implementations to public, academic, school and consortia libraries, helping you to deliver a great patron experience while increasing productivity and lowering costs.

Our commitment to public libraries is evidenced throughout our operations.

- It includes robust functionality for staff and users.
    - The SirsiDynix Symphony integrated library system is a comprehensive ILS, including both foundational and specialized modules: circulation, cataloging, serials, acquisitions, and more. Each module offers unique benefits and integrates seamlessly with the overall Symphony system.
    - BLUEcloud is our next-generation development characterized by its openness and service-oriented architecture. The goal of BLUEcloud, and the origin of its name, is to capitalize on SirsiDynix's vision of helping public libraries achieve—and, in turn, offer to their users—the **B**est **L**ibrary **U**ser **E**xperience in the **cloud**.

      BLUEcloud combines the cost-saving benefits of cloud computing with a highly-adaptable RESTful Web Services layer that has been built on the Symphony library system and database. Symphony and BLUEcloud make it possible for public libraries to take advantage of both locally-installed staff clients and webscale browser-based staff clients simultaneously. BLUEcloud is the most significant architecture adaptation, bringing the most tangible benefits to the library, in many years.
    - Enterprise Search & Discovery interface - a state-of-the-art search solution that empowers libraries to make their collections more searchable and discoverable than ever before. Capitalizing on fuzzy search logic technology, SirsiDynix Enterprise delivers leading-edge faceted search capabilities, simplified search interfaces, and much more.
- It includes the best **hosting services** in the industry.
    - **Reliability.** SirsiDynix cloud solutions have experienced >99.95% uptime for seven consecutive years.
    - **Security.** SirsiDynix SaaS is ISO 27001 compliant. Data in transit is secured using HTTPS, VPNs, and SSLs.

- **Recoverability.** SirsiDynix performs full system backups on a weekly basis and nightly incremental backups. In combination with comprehensive system logs, it is possible to recover the system to the point precisely before failure.
- **Accessibility.** Even in a SaaS installation, you have comprehensive access to import and export your data.

- It includes a solid commitment to **customer service**.
  - All customers have **24x7x365** customer support of critical issues.
  - The **SirsiDynix Support Center** (www.support.sirsidynix.com) web portal is recognized as one of the best support sites by the Association of Support Professionals.
  - **98 percent** of our customers reported that they are "satisfied" or "very satisfied" with our support services.
  - A searchable solutions **knowledgebase** includes over 11,000 searchable records for issues and resolutions.
  - Every customer has a **library relations manager (LRM)** who occupies a senior position within the company. Your library can schedule regular calls (to discuss ongoing issues, to learn about new products, etc.) with your LRM and you can escalate any issue at any time to your LRM.
  - All System documentation is searchable and downloadable on demand from the support portal.
- It includes delivering **products that respond to your needs** and wishes rather than our whims.
  - Customers can join any number of the independent and active **user groups** for SirsiDynix customers, including **COSUGI** (which hosts a well-attended annual professional conference) as well as library-type-specific and regional user groups.
  - Customers can join **Listservs** built around individual products, functionalities, library types, regions, and languages.
  - You can participate in **Strategic Partnership Programs** in which you and other customer give regular feedback on current development initiatives, get early access to beta programs, and directly impact product roadmaps.
  - With the optional API subscription, you can join the **SirsiDynix Developer Community** where API-certified (and trained) SirsiDynix customers collaborate to customize their systems and share those customizations freely with one another. Through the Developer Community you can also access widget code developed by SirsiDynix consultants that you can simply copy-and-paste to add new functionalities.

b) Describe your position in the ILS/LMS marketplace.

SirsiDynix is a stable, growing company and an industry leader in providing library automation solutions to public libraries. In 2019, nearly 100 libraries chose SirsiDynix as their new ILS provider. Some of the customers we happily welcomed to our growing family of libraries include:

- Barnsley Metropolitan Borough Council
- Broward County Library
- Council Bluffs Public Library
- Croydon Council
- Gibraltar Schools
- London Borough of Hounslow

- Leeds City Council, UK
- Palos Verdes Library District
- Rotherham Metropolitan Borough Council
- San Antonio Public Library
- Worcestershire County Council and the University of Worcester
- And dozens more!

SirsiDynix serves public, academic, K-12, and special libraries worldwide with our Symphony ILS and suite of BLUEcloud products and related services, and we are proud to serve such an important industry.

c) How many years has your company worked within the library automation industry?

We have worked exclusively in the library automation business for over 40 years.

d) Describe your company's commitment to product development in the last five years.

SirsiDynix products undergo constant development. SirsiDynix conducts formal annual roadmap planning along with semi-annual roadmap review so that adjustments can be made in response to rapidly emerging technologies, standards, customer enhancement requests and other needs identified in the library marketplace. The resulting roadmaps are then published on the SirsiDynix Client Care portal available to all customers.

One of the major developments over the previous five years is our BLUEcloud Library Services Platform (LSP) and related apps. BLUEcloud is the next step forward in library automation. BLUEcloud is more than the name of our library services platform. BLUEcloud is our commitment to customers – the commitment to provide the **B**est **L**ibrary **U**ser **E**xperience in the **cloud**.

BLUEcloud gives SirsiDynix Symphony libraries a new administration, acquisition, and discovery system that harnesses the power of the cloud without sacrificing the reliability of Symphony. It breaks down silos, increases efficiency, reduces costs, and delivers the benefits of modern cloud architecture without a costly migration to an untested ILS. With BLUEcloud, you get a comprehensive, next-generation library services platform for the price of a Symphony SaaS subscription.

BLUEcloud web clients sit on top of Symphony, augmenting your current system with cloud-based Staff, Marketplace, and Discovery components. BLUEcloud Staff gives you web-based staff workflows available anywhere, on any device. BLUEcloud Marketplace blurs the borders between content providers and libraries, making it easy to find the resources you need and ensuring everything you buy is checked out. BLUEcloud Discovery takes your library to your community with powerful, facet-based searching in mobile, desktop, and social clients.

To build a modern library services platform, any software vendor will have two choices for how to construct the back-end database:

1. They can rebuild the back-end from scratch.
2. They can leverage a strong server structure and build on top of it.

When vendors choose the first option, it's often because their legacy technology wasn't developed sustainably. In this case, the only way to overcome the back-end's limitations is to spend huge amounts of money upgrading the technology. These costs are passed along to customers in higher prices, longer development times, or halted support for older software versions.

SirsiDynix, however, chose the second approach. When we first built the databases that power BLUEcloud we designed them to be modern and forward-thinking, even by today's terms. The SaaS offering that powers BLUEcloud scales powerfully, responds quickly, and integrates with APIs and Web Services, providing a completely open back-end. With these capabilities, there's no need to rebuild.

It's not only feasible to build a library services platform this way—it's preferable. Instead of demolishing all the data structures that nearly 23,000 libraries rely on, we're building on our solid base. With this foundation, we can innovate more quickly, not only in delivering BLUEcloud but in rapidly responding to suggestions from SirsiDynix libraries worldwide. And, with a proven and robust back-end, this speed won't compromise your library's stability. BLUEcloud gives libraries using SirsiDynix systems a smooth transition to the next generation of library services platforms, on their own terms and timelines.

Our customers were at the forefront of our decision. Our approach protects our customers, allowing you to migrate to BLUEcloud as an easy transition without having to touch your data.

Much of the time and effort in development has been spent writing Web Services that translate requests from the BLUEcloud apps to the ILS database. BLUEcloud uses a common technology stack and we deploy interchangeable "compute nodes" as building blocks. Web Services are a critical (and time consuming) component, and much of the Web Services work doesn't initially translate to a library-facing solution.

SirsiDynix has built (and continues to further develop) a steady foundation that serves as the base of our BLUEcloud library services platform. With over 600 APIs and Web Services, this service- and resource-oriented foundation allows the BLUEcloud library services platform to interact with every portion of the Symphony database. And because SirsiDynix grants you access to every one of these same APIs and Web Services we are using in the development of our webscale products, we are not just handing you the keys to a brand new house with our BLUEcloud library services platform; we're giving you the same construction equipment and supplies we used to build it.

e) *Describe your company's plan for the product development for the next three years.*

While publishing a definitive three year roadmap is not feasible given our goal of proactively integrating new technologies and features into our product lines, SirsiDynix' development planning process focuses on several themes, many of which will influence roadmap decisions over the next five years. Governing themes include: enhancing the end user experience, promoting operational efficiency for our customers, ensuring that our products take advantage of relevant national and international standards, providing extensive interfacing methods via APIs, web services and standards to support our customers' need to extend the system to meet the needs of the local technical environment and community, and offering extensive business intelligence tools that allow library managers to plan for the future and evaluate outcomes of executed plans. As noted above, all current SirsiDynix customers have input and can review the SirsiDynix Roadmap which is readily available on the SirsiDynix client care website.

f) *How long has the product that you are bidding in response to this RFP been actively marketed?*

Symphony was first released in 2007 and is based on the Unicorn ILS. The BLUEcloud Library Services Platform was announced in March 2013.

g) *How does your company actively participate in the development and use of industry standards?*

SirsiDynix supports major library and information industry standards for open source, interoperability and integration. This is critical as we continue to ensure that our clients can integrate a diverse range of systems into their operations and provides the ability to offer seamless service direct to the end-user. Symphony has been wide open since its inception so that users can easily create custom views into the database using its own client.

SirsiDynix is informed of emerging standards by serving on various standards committees. SirsiDynix has participated in the development of many industry standards. SirsiDynix solutions supports a variety of standards important to libraries, including (but not limited to) MARC 21, UniMARC, Z39.50, UNICODE, 13 digit ISBN, SIP2, NCIP, RDA, TCP/IP, SQL, X12, LDAP, BISAC, and SISAC.

4.3 Product & Customers

a) Name the product that you will bid in response to this RFP and describe it in several succinct paragraphs.

We are proposing SirsiDynix Symphony SaaS with BLUEcloud components.

SirsiDynix Symphony is an open, versatile, scalable library management solution for managing all technical and public services within libraries and consortia. With these capabilities, Symphony enables libraries to cut costs while providing the highest quality of service, and allows IT staff to respond to the needs of the library while greatly lowering risk.

The BLUEcloud Library Services Platform (LSP) offers the smoothest transition to the next generation of library automation. Connected to proven Symphony databases through RESTful Web Services, the BLUEcloud LSP delivers the benefits of modern cloud architecture without a costly migration to an untested ILS.

The BLUEcloud platform integrates effortlessly with Symphony systems, whether SaaS or locally hosted. If your library is licensed for a module in Symphony, you can use its BLUEcloud successor at no extra cost. And since most BLUEcloud apps can be used in parallel with their Symphony counterparts, you can choose the interface that best suits your needs for any task at any time.

Symphony's architecture makes it easy to change databases and to implement new functionality– all without requiring difficult and time-consuming redesign of the Symphony server.

With Web Services and APIs (optional), the Symphony system is the most open ILS system available. We understand that customers need not just a powerful, functional ILS system, but one that can integrate with the many other products and applications used by libraries of all sizes and types in today's world.

Refer to the Executive Summary for further details on the products and services included in the SirsiDynix proposal.

b) State the dates and general content of the last three general releases or major upgrades of that product.

SirsiDynix has had multiple releases across product lines in recent years. These include:

Symphony: 3 new versions of Symphony have been released since Q2, 2018.

SymphonyWeb: 3 updates to SymphonyWeb were released. These coincided with Symphony releases.

Enterprise/Portfolio: 2 new versions of Enterprise, along with 4 patches that included both fixes and minor functional updates, were released.

NCIP: Version 2.0 of NCIP, which included major functional updates, was released. Two point releases have also been made available.

Web Services: 5 new versions have been released.

BLUEcloud Central and various of its related products typically receive updates every other month. Twelve BLUEcloud Central updates have been released since Q2, 2018. Related product updates since Q2, 2018:

- BC Circulation: 10 updates
- BC Mobile: 7 updates
- BC Mobile for Kids was released for the first time
- BC Analytics: 8 updates

- eRC: 7 updates
- BC Cataloging: 5 updates
- MobileStaff: 7 updates

Pilot products:

- BC Acquisitions: 7 updates
- BC Course Lists: 5 updates
- Community Engagement Platform: 3 updates

c) *How many customers are currently running production versions (not experimental or test versions) of the product?*

SirsiDynix solutions are used in over 3,700 library clients around the world serving more than 200 million people through more than 23,000 library outlets.

d) *List public libraries of similar size and characteristics to Menlo Park Public Library that are currently using the product. Identify a central contact person for each, including name, address, telephone number, and email address.*

Refer to the following reference information:

City of Orange Public Library
Angela Scherer Technology & Support Services Manager
407 E. Chapman Ave
Orange, California 92866
714-288-2565
ascherer@cityoforange.org
Symphony SaaS – 17.1 Years

South Pasadena Public Library
Barbara Posner, Support Systems Manager
1100 Oxley Street
South Pasadena, CA 91030
626-403-7344
bposner@southpasadenaca.gov
Symphony SaaS – Customer for 20.8 years

Palos Verdes Library District
David Campbell, Senior Business System Specialist
701 Silver Spur Road
Rolling Hills Estates, CA 90274
310-377-9584 x284
dcampbell@pvld.org
Symphony SaaS – Customer for 1.8 years

Council Bluffs Public Library
Kathy Rieger, Library Director
400 Willow Ave
Council Bluffs, Iowa
712-323-7553
krieger@councilbluffslibrary.org
Symphony SaaS – Customer for 2.5 years

Hartford Public Library
Leticia Cotta, Customer Experience Officer
500 Main St
Hartford, Connecticut 06103
860-695-6335
lcotto@hplct.org
Symphony SaaS – Customer for 1 year

4.4 Custom Code

a) If customized code is required, this source code must be provided to the Menlo Park Public Library as well as kept by the vendor and must be fully documented,

To ensure you are protected, SirsiDynix offers source code escrow through Iron Mountain for a nominal fee to cover the Iron Mountain charges. Source code escrow is provided at no cost through membership in our user groups.

4.5 Vendor contacts

a) Describe any user groups or user community resources for the product.

SirsiDynix member libraries may join our large users group (COSUGI) as well as Special Interest users groups (SIGs).

The SIGs are: Public Libraries, Academic Libraries, Special Libraries, State Library, Consortia, K-12 Libraries, Large Users Group, Corporate, Federal and Scientific/Technical Libraries, Medical Library, and Law Library.

The official COSUGI website is http://www.cosugi.org. The activities of COSUGI are coordinated by an Executive Committee elected by the membership. The website was created by COSUGI and serves as the means for COSUGI members to remain current about COSUGI activities and conferences. Dues/annual fee information is available at:

www.cosugi.org/COSUGI_MEMBERSHIP/COSUGI_MEMBERSHIP_BENNIES.html.

Appendix C: Request for Financial Quote

Request for Financial Quote

Complete based on system requirements outlined above
Instructions: Do not deviate from this template, and supply responses in the order stated. Supply a summary page of costs below. Provide a separate, detailed quote with line items and attach. Include any third-party software which is necessary and include detailed breakdowns and explanatory comments as appropriate.

System Summary

a) One-time setup fee based on Software as a Service (SaaS) with databases to be hosted by vendor: **$29,500**

b) Annual fee: **$27,967**

c) Projected 5 year costs: **$146,254**

d) Training: **$5,400 (includes 60% discount)**

e) Other Costs (Please specify): **See options in detailed cost form**

f) Payment plan: Vendors are requested to comment on the following payment plan for one-time setup costs:

I. Down payment by Purchaser at system implementation

II. Quarterly payments will be made by Purchaser in the amount of 1/5th of total due

Please refer to the Sample SirsiDynix Purchase Agreement included with this proposal for payment terms.

Financial quotes must be received by the Menlo Park Public Library by 6:00 pm PST on 12/3/2020.

SIRSIDYNIX DETAILED FINANCIAL PROPOSAL

SaaS Pricing for:
Menlo Park Public Library
08-Dec-2020

License Metrics (unless otherwise indicated in the item description)
- *Annual Circulation:* *456.294*
- *Digital Circulation:* *76,750*
- *Bibliographic records:* *89,061 titles*
- *Concurrent staff users:* *20*
- *Discovery users:* *Unlimited*

Description ***Click the ⓘ icon for additional detail at sirsidynix.com***	ⓘ	**Year 1**	**Year 2**	**Year 3**	**Year 4**	**Year 5**
SIRSIDYNIX SOFTWARE						
SirsiDynix **SaaS** Library Services Platform	ⓘ					
BLUEcloud (Powered by Symphony), includes:		$31,115	$32,017	$32,946	$33,901	$34,884
▪ Symphony Database & Application Services (with Oracle)	ⓘ	$24,180	$24,881	$25,603	$26,345	$27,109
▪ SymphonyWeb (HTML web version of Symphony staff client; requires no local client installation) Qty 25	ⓘ	$2,475	$2,547	$2,621	$2,697	$2,775
▪ Central (staff web client for admin and staff applications)	ⓘ	included	-	-	-	-
▪ Cataloging & Authority Control	ⓘ	included	-	-	-	-
▪ Circulation, Offline Circulation & Inventory	ⓘ	included	-	-	-	-
▪ BLUEcloud Analytics Platform Plus, Annual Subscription	ⓘ	$3,000	$3,087	$3,177	$3,269	$3,363
▪ Z39.50 Client & Server	ⓘ	$1,460	$1,502	$1,546	$1,591	$1,637
▪ SaaS Hosting Services (including Disaster Recovery)	ⓘ	included	-	-	-	-
▪ Software Updates (free updates through Customer Support Center or scheduled M-F)	ⓘ	included	-	-	-	-
▪ Customer Support: Toll-free phone and online support during business hours, M-F; 24x7 technical support for Critical Level 1 issues; 24x7 access to award-winning online SirsiDynix Support Center and Knowledge Base	ⓘ	included	-	-	-	-
▪ Unicode Server Extension	ⓘ	included	-	-	-	-
▪ Commerce Services (online payments for patrons plus cash management solution for staff)	ⓘ	included	-	-	-	-
BLUEcloud Discovery, includes:		$18,490	$18,069	$18,593	$19,132	$19,687
▪ Enterprise Discovery (includes Content Management System)	ⓘ	$5,930	$6,102	$6,279	$6,461	$6,648
▪ eResource Central (Plugins for Project Gutenberg, OpenLibrary, Overdrive & hoopla)	ⓘ	$10,630	$10,938	$11,255	$11,582	$11,918
▪ Enterprise Kids Catalog, Annual Subscription	ⓘ	$1,000	$1,029	$1,059	$1,090	$1,121
▪ FRBRish Result Grouping in Enterprise	ⓘ	included	-	-	-	-
Symphony + BLUEcloud Staff Applications, includes:		$43,070	$35,177	$36,197	$37,247	$38,327
▪ Acquisitions (including Order Loading, & EDI)	ⓘ	$9,060	$9,323	$9,593	$9,871	$10,158
▪ Serials (management of physical serials)	ⓘ	$6,050	$6,225	$6,406	$6,592	$6,783
▪ Materials Booking (advanced reservation of rooms, equipment, media, etc.)	ⓘ	$2,420	$2,490	$2,562	$2,637	$2,713

▪ OutReach	$2,420	$2,490	$2,562	$2,637	$2,713
▪ Staff Mobile (Circulation, Inventory, Weeding for iOS, Android, and HTML5 Browsers)	$2,420	$2,490	$2,562	$2,637	$2,713
▪ SMS Noticication Service (up to 10K messages annually)	$1,000	$1,029	$1,059	$1,090	$1,121
▪ SIP2 License (Universal)	$6,050	$6,225	$6,406	$6,592	$6,783
▪ NCIP License (1 vendor)	$1,210	$1,245	$1,281	$1,318	$1,357
▪ Symphony eLearning, Yearly Subscription, Self-paced Training - 5 users	$1,000	$1,029	$1,059	$1,090	$1,121
▪ SSL Security Certificate Subscription	included	-	-	-	-
▪ i-tiva Software, 2 Port Analog Telephone Messaging System (Does not included server)	$11,440	$2,630	$2,706	$2,785	$2,866
SUBTOTAL SIRSIDYNIX SOFTWARE	**$92,675**	**$85,264**	**$87,736**	**$90,281**	**$92,899**
SIRSIDYNIX IMPLEMENTATION SERVICES					
Data Migration (does not include extraction from current shared system)	$18,580	$0	$0	$0	$0
Installation (Project Management & Delivery)	$22,610	$0	$0	$0	$0
Consulting	$16,940	$0	$0	$0	$0
Training (Blended Remote and 3 days onsite)	$13,620	$0	$0	$0	$0
3rd Party Installation (i-tiva Configuration Services from illion Digital Tech Solution)	$2,000	$0	$0	$0	$0
SUBTOTAL SIRSIDYNIX IMPLEMENTATION SERVICES	**$73,750**	**$0**	**$0**	**$0**	**$0**
Implementation Discount	($44,250)	$0	$0	$0	$0
SUBTOTAL SIRSIDYNIX IMPLEMENTATION SERVICES	**$29,500**	**$0**	**$0**	**$0**	**$0**
TOTAL SOFTWARE & SERVICES	**$122,175**	**$85,264**	**$87,736**	**$90,281**	**$92,899**
New Customer Discount	($62,278)	($57,297)	($58,959)	($60,669)	($62,428)
ADJUSTED TOTAL SOFTWARE & SERVICES	**$59,897**	**$27,967**	**$28,778**	**$29,612**	**$30,471**
FIVE-YEAR TOTAL	**$146,254**				
SIRSIDYNIX OPTIONAL SAAS SOFTWARE & SERVICES					
▪ Community Engagement Platform, Annual Subscription (Up to 15k Addresses)	$7,260	$7,471	$7,687	$7,910	$8,140
▪ BLUEcloud Mobile (premium mobile discovery incl all BookMyne functions plus custom branding, push notifications, events, virtual user card, web-based	$7,260	$7,471	$7,687	$7,910	$8,140
▪ BLUEcloud Discovery Custom Services Package, Annual Subscription	$3,900	$4,013	$4,129	$4,249	$4,372
▪ VPN License	$450	$463	$476	$490	$505
▪ Optional related Services	$7,240		$0	$0	$0
SUBTOTAL OPTIONAL SOFTWARE & SERVICES	**$26,110**	**$19,417**	**$19,980**	**$20,560**	**$21,156**

**** SirsiDynix will offer a 30% discounts off optional product and services list pricing as part of a contract***

DECLARATION AND SIGNATURE

9. Declaration and Signature

OPTIONAL SITE VISIT: Representative that

attended: N/A

DECLARATION:

The undersigned hereby declares the bid specifications have been carefully examined and this proposal is submitted in compliance therewith. The undersigned understands that competence and responsibility, time of completion, as well as other factors of interest to MPL may be a consideration in making the award. MPL reserves the right to reject any and all proposals, to accept or reject alternate proposals and unit prices, and waive technicalities concerning the bid proposals received as it may be in MPL's best interest to do so.

AUTHORIZED REPRESENTATIVE:

Daniel Munro	Corporate Secretary/Legal Counsel
Authorized Representative's Name	Title
DocuSigned by: Daniel Munro 3BABDB59EFD34CE...	Dec-02-2020 | 12:34 MST
Authorized Representative's Signature	Date
Sirsi Corporation dba "SirsiDynix"	800.288.8020
Company	Telephone
3300 N. Ashton Boulevard, Suite 500	daniel.munro@sirsidynix.com
Street Address	E-Mail
Lehi, UT 84043	801-331-7770
City/State/Zip	Fax

SirsiDynix Legal Comments and Sample Purchase Agreement

SirsiDynix's goal is to create a mutually successful contractual relationship for all parties. We therefore reserve the right to negotiate all final terms and conditions that may result from this RFP. Due to the highly specialized and proprietary nature of the software and hardware products and technical services proposed herein, SirsiDynix strongly recommends a software specific contract. Our Master Agreement (a sample of which is attached) has been continuously updated and is always modified to meet the specific needs of our individual customers' RFP. As such, we respectfully propose its inclusion in any final Agreement.

Please find below exceptions and/or clarifications to the terms and conditions included in the RFP. These exceptions and/or clarifications are respectfully taken on the basis that the terms and conditions or other requirements deviate somewhat from the terms and conditions in the Master Agreement and/or standard industry business practices, and should not be construed as a rejection of the terms and conditions contained in the RFP.

APPENDIX A: SOFTWARE AS A SERVICE (SaaS) AGREEMENT

Section# C1.0 CITY Data

SirsiDynix would like the opportunity to negotiate this entire Section to ensure that it aligns with our data protection policies and does not include material that SirsiDynix considers to be protected intellectual property.

Section# C2.0 Indemnification

SirsiDynix carries general liability insurance to cover damage and/or injury to property and/or persons caused by personnel acting in performance of SirsiDynix's contractual obligations. SirsiDynix will, upon request, name the Customer as Additional Insured on a Certificate of Insurance.

SirsiDynix further offers indemnification for any infringement claims arising out of Customer's use of products and/or services for which SirsiDynix holds intellectual property rights. We do not offer intellectual property claim indemnification for products and/or services in which SirsiDynix does not hold intellectual property rights OR indemnification for any other potential causes of action. Please see Section 6 of the Master Agreement.

Section# C3.0 Transition Services and Disposition of Content

SirsiDynix would like the opportunity to negotiate this entire Section to ensure that it aligns with our current policies and procedures.

PROFESSIONAL SERVICES AGREEMENT SAMPLE

Section# F. ASSIGNMENT OF AGREEMENT AND TRANSFER OF INTEREST

SirsiDynix would like the ability to assign the contract without approval to a related or successor SirsiDynix entity so long as such assignment does not materially inhibit performance of the contract.

Section# J. HOLD HARMLESS

SirsiDynix carries general liability insurance to cover damage and/or injury to property and/or persons caused by personnel acting in performance of SirsiDynix's contractual obligations. SirsiDynix will, upon request, name the Customer as Additional Insured on a Certificate of Insurance.

SirsiDynix further offers indemnification for any infringement claims arising out of Customer's use of products and/or services for which SirsiDynix holds intellectual property rights. We do not offer intellectual property claim indemnification for products and/or services in which SirsiDynix does not hold intellectual property rights OR indemnification for any other potential causes of action. Please see Section 6 of the Master Agreement.

Section# N. OWNERSHIP OF WORK PRODUCT

SirsiDynix would like the opportunity to negotiate this clause to ensure that it does not include material that SirsiDynix considers to be protected intellectual property. SirsiDynix derives its business almost exclusively from its ownership of the deliverables which SirsiDynix has made great investments to develop or obtain the rights to distribute. Further, SirsiDynix has entered into agreements, which prohibit transferring any ownership interest to customers.

Section# P. TERMINATION OF AGREEMENT
A1, A2, and A4

SirsiDynix does not accept termination for convenience or auto-termination of multi-year contracts. SirsiDynix is offering discounted rates in exchange for the long term commitment of the customer. Should the library have budgetary concerns, we can offer alternative language in the form of a non-appropriations clause.

MASTER AGREEMENT BETWEEN <<ACCOUNT_NAME>> AND SIRSIDYNIX

1. PURPOSE AND SCOPE

1.1 Parties and Effective Date. This Master Agreement (the "Master Agreement) is entered into between Sirsi Corporation dba SirsiDynix ("**SirsiDynix**") and the customer identified in the signature block below ("**Customer**"), with effect on the date of the last signature below ("**Effective Date**").

1.2 Purpose. This Master Agreement establishes the general terms and conditions to which the parties have agreed with respect to the provision of Products by SirsiDynix to Customer. Additional terms for the purchase of a specific Product are set forth in the Quote(s). By signing below, the parties acknowledge receipt of and agree to be bound by the terms and conditions of this Master Agreement and the Quote(s) for Products purchased by Customer. All pre-printed or standard terms of any Customer purchase order or other business processing document shall have no effect.

1.3 Incorporation of Quotes. "**Quote**" means the document(s), regardless of actual name, executed by the parties which is incorporated by reference into the terms of this Master Agreement, and describes order-specific information, such as description of Product ordered, License Metrics, fees, statements of work, exhibits and milestones. At any time after execution of the Master Agreement and the initial Quote, Customer may purchase additional Products or otherwise expand the scope of existing licenses or Subscriptions granted under a Quote, upon SirsiDynix receipt and acceptance of a new Quote specifying the foregoing.

1.4 Incorporation of EULAs. Customer's use of any Third Party Products licensed hereunder or incorporated in the Products may be subject to, and Customer shall sign and comply with, any applicable EULAs.

1.5 Order of Precedence. To the extent any terms and conditions of this Master Agreement conflict with the terms and conditions of a Quote, the terms and conditions of the Master Agreement shall control, except where the Quote expressly states the intent to supersede a specific portion of the Master Agreement. To the extent any terms and conditions of this Master Agreement conflict with the terms and conditions of an EULA, the terms and conditions of the EULA shall control.

2. PRODUCTS USE RIGHTS; TITLE

2.1 Generally. Customer's purchase of Products under this Master Agreement may include from time-to-time Software, Subscriptions, Services, and/or Hardware. The following provisions under this Section 2 apply if relevant to the type of Product purchased pursuant to a Quote.

2.2.1 Software License. Subject to the terms and conditions of this Master Agreement including without limitation the restrictions set forth in Section 2.7 and Section 2.9 and timely payment of the applicable fees, SirsiDynix hereby grants to Customer a limited, non-exclusive, non-transferable and perpetual (subject to SirsiDynix termination rights pursuant to this Master Agreement) license to (i) install, run and use the Software identified in the Quote in the Operating Environment solely for Internal Business Purposes, and (ii) use the Documentation in connection with such use of the Software. Customer may not make copies of the Software except a reasonable number of machine-readable copies solely for internal backup or archival purposes. All Intellectual Property rights notices must be reproduced and included on such copies. Customer shall maintain accurate and up-to-date records of the number and location of all copies of the Software and inform SirsiDynix in writing of such upon request. **2.2.2** Unless otherwise set forth in a Quote, the Software shall not be simultaneously loaded and operated on more than one hardware platform, except temporarily during the process of platform migration. **2.2.3** Customer shall use the Third Party Products solely in conjunction with the SirsiDynix Software and Customer shall have no broader rights with respect to the Third Party Products than it has to the SirsiDynix Software. SirsiDynix may add and/or substitute functionally equivalent products for any third party items in the event of product unavailability, end-of-life, or changes to software requirements.

2.3.1 Subscriptions. For Subscriptions purchased by Customer, and subject to the terms and conditions of this Master Agreement including without limitation the restrictions set forth in Sections 2.7 and 2.9 and timely payment of the applicable fees, SirsiDynix grants to Customer the right to access and use the Subscription identified in the Quote solely for Internal Business Purposes and to use the Documentation in connection with such access and use for the Term. SirsiDynix shall use commercially reasonable efforts to make the Subscription Services available 24x7, except for scheduled downtime events, or emergency downtime events, or Internet service provider failures or delays. SirsiDynix will use commercially reasonable efforts to perform scheduled downtime events outside of normal business hours. Customer acknowledges that the Subscription Services may be subject to limitations, delays, and other problems inherent in the use of the Internet and electronic communications. SirsiDynix is not responsible for any delays, delivery failures, or other damage resulting from such problems. **2.3.2** Customer is solely responsible for obtaining and maintaining at its own expense, all equipment that may be needed to access Subscriptions, including without limitation, Internet connections. Customer understands that Subscription communications may traverse an unencrypted public Internet connection and that use of the Internet provides the opportunity for unauthorized third parties to illegally gain access to Customer Data. Accordingly, SirsiDynix does not guaranty the privacy, security or authenticity of any information transmitted over or stored in any system connected to the Internet. Customer shall not encrypt Subscription traffic except as may be available through the SirsiDynix VPN solution. **2.3.3** Customer is responsible for maintaining the confidentiality of all passwords and for ensuring that each password is used only by the authorized user. Customer is responsible for all activities that occur under Customer's account. Customer agrees to immediately notify SirsiDynix of any unauthorized use of Customer's account or any other breach of security known to Customer. SirsiDynix shall have no liability for any loss or damage arising from Customer's failure to comply with these requirements. **2.3.4** Customer shall be solely responsible for the accuracy, quality, integrity and legality of Customer Data and of the means by which it acquired Customer Data. Customer acknowledges and agrees that SirsiDynix does not monitor or police the content of communications or data of Customer or its users transmitted through the Subscriptions, and that SirsiDynix shall not be responsible for the content of any such communications or transmissions. Customer shall use the Subscriptions exclusively for authorized and legal purposes, consistent with all applicable laws and regulations. Customer agrees not to post or upload any content or data which (a) is libelous, defamatory, obscene, pornographic, abusive, harassing or threatening; (b) contains viruses or other contaminating or destructive features; (c) violates the rights of others, such as data which infringes on any intellectual property rights or violates any right of privacy or publicity; (d) constitutes sensitive personal information such as social security numbers, credit card information, or drivers license numbers; or (e) otherwise violates any applicable law. Customer further agrees not to interfere or disrupt networks connected to the Subscriptions, not to interfere with another customer's use and enjoyment of similar services and to comply with all regulations, policies and procedures of networks connected to the Subscriptions. SirsiDynix may remove any violating content posted or transmitted on or through the Subscriptions, without notice to Customer. SirsiDynix may suspend or terminate any user's access to the Subscriptions upon notice in the event that SirsiDynix reasonably determines that such user has violated these terms and conditions. **2.3.5** The provision of third party Subscriptions is subject to availability from third party providers and SirsiDynix shall have no liability should such Subscription become unavailable for any reason or is no longer available under reasonable commercial terms. **2.3.6** In the event that Customer is locally hosting Subscription Software, SirsiDynix hereby grants to Customer, subject to the terms and conditions of this Master Agreement including without limitation the restrictions set forth in Section 2.7 and Section 2.9 and timely payment of the applicable fees, a limited, non-exclusive, non-transferable grant of use to locally install and use the Subscription Software solely for Customer's internal business purposes. The grant of use for Subscription Software is not a license and remains in effect only while Customer is timely paying its Subscription fees to SirsiDynix. If Customer fails to timely pay Subscription fees, Customer must immediately discontinue use of and certify to SirsiDynix the removal of Subscription Software.

2.4.1 Services. Services are described in the Quote. SirsiDynix shall be responsible for securing, managing, scheduling, coordinating and supervising SirsiDynix personnel, including its subcontractors, in performing any Services. Any change to the scope of Services must be in writing signed by both parties. Once executed by both parties, a change shall become a part of the Quote. **2.4.2** Customer acknowledges and agrees that SirsiDynix performance is dependent upon the timely and effective satisfaction of Customer's responsibilities hereunder and timely decisions and approvals of Customer in connection with the Services. SirsiDynix shall be entitled to rely on all decisions and approvals of Customer. Customer's data must be provided to SirsiDynix in a format reasonably approved by SirsiDynix or additional charges will apply. Customer shall be responsible for providing secured access to Customer's systems to SirsiDynix. SirsiDynix alone shall decide whether such access is sufficient for the performance of Services.

2.5. Software Maintenance. 2.5.1 Subject to Customer's timely payment of applicable fees, SirsiDynix will provide during the Term Maintenance services for the Software in accordance with the maintenance plan indicated in the Quote, provided however that with respect to Third Party Products, SirsiDynix's obligation to offer Maintenance is limited to using commercially reasonable efforts to obtain Maintenance from the third party owner of such Software. All licenses in Customer's possession must be supported under the same maintenance plan. **2.5.2** Updates are provided if and when available, and SirsiDynix is under no obligation to develop any future programs or functionality. **2.5.3** SirsiDynix is under no obligation to provide Maintenance with respect to: (i) a Product that has been altered or modified by anyone other than SirsiDynix or its licensors; (ii) a release for which Maintenance has been discontinued; (iii) a Product used other than in accordance with the Documentation or other than on the Operating Environment; (iv) discrepancies that do not significantly impair or affect the operation of the Product; or (v) any systems or programs not supplied by SirsiDynix. **2.5.4** For the avoidance of doubt, Updates provided under Maintenance services are subsequent minor or maintenance releases to the standard Products, excluding custom development or customizations whether such customizations are performed by SirsiDynix or by Customer or a third party. SirsiDynix reserves the right to charge Client for any reintegration work required to make customizations compatible with future releases. **2.5.5** If ordered, Maintenance must be ordered for all Software and all associated License Metrics licensed by Customer. Customer may not purchase or renew Maintenance for a subset of its licenses only. **2.5.6** If an Error was corrected or is not present in a more current release of the Product, SirsiDynix shall have no obligation to correct such Errors in prior releases of the Software. **2.5.7** Fees for Maintenance Services do not include implementation, training and other Professional Services**. 2.5.8** It is Customer's responsibility to ensure that all appropriate users receive initial training services sufficient to enable Customer to effectively use the Software. Failure to do so could result in additional Maintenance fees if service requests are deemed excessive as a result of insufficient training, at SirsiDynix's discretion.**2.5.9** In the event Customer does not renew Maintenance and subsequently desires to reinstate Maintenance, a reinstatement fee shall be assessed equal to 120% of the aggregate Maintenance fee that would have been payable during the period of lapse. **2.5.10** For Software licenses and Subscription Software, Customer is solely responsible for the installation of Updates and agrees to (i) meet the Update standard set forth in the SirsiDynix Support Policies referenced in the definition of Maintenance and (ii) maintain the Operating Environment. With respect to Subscriptions, SirsiDynix is responsible for the implementation of Updates and shall no longer provide access to any previous release upon the date SirsiDynix migrates to a new Update for production use in SirsiDynix's hosted environment.

2.6.1 Hardware and Hardware Maintenance. Title to the Hardware identified in the Quote, if any, shall pass to Customer on SirsiDynix's placement of the Hardware with a common carrier or licensed trucker, which shall constitute delivery to Customer. Thereafter Customer will be responsible for risks of loss or damage, except for loss or damage caused by SirsiDynix in the process of installation. **2.6.2** SirsiDynix does not provide support for Hardware unless Customer purchases any available maintenance associated with such Hardware. Such Hardware maintenance may be provided through a third party and is subject to that third party's standard terms, conditions and warranties, if any.

2.7 License Metrics. Customer may not use the Products in excess of the License Metrics specified in the Quote. Additional License Metrics and associated Maintenance must be purchased at the pricing in effect at the time the additional License Metrics are added in the event actual usage exceeds the licensed quantity, prorated for the remainder of the then-current Term. The additional License Metrics purchased shall terminate on the same date as the pre-existing Products. Prices are based on License Metrics purchased and not actual usage. The number of License Metrics provided in the initial Quote is a minimum amount that Customer has committed to for the Term and there shall be no fee adjustments or refunds for any decreases in usage.

2.8 Reservation of Rights. All rights not expressly granted in the Master Agreement are reserved by SirsiDynix and its third party providers. Customer acknowledges that: (i) all Software is licensed and not sold and all Subscriptions and Content are subscribed to and not sold; (ii) Customer acquires only the right to use the Protected Materials. SirsiDynix and its third party providers retain sole and exclusive ownership and all rights, title, and interest in, including Intellectual Property embodied or associated with, the Protected Materials and all copies and derivative works thereof (whether developed by SirsiDynix, Customer or a third party); and (iii) the Protected Materials, including the source and object codes, logic and structure, constitute valuable trade secrets of SirsiDynix and its third party providers. Customer agrees to secure and protect the Products consistent with the maintenance of SirsiDynix's and its third party providers' rights in the Products, as set forth in this Master Agreement.

2.9 Restrictions. Unless specifically permitted or licensed by SirsiDynix, Customer shall not itself, or through any affiliate, employee, consultant, contractor, agent or other third party: (i) sell, resell, distribute, host, lease, rent, license or sublicense, in whole or in part, the Protected Materials; (ii) decipher, decompile, disassemble, reverse assemble, modify, translate, reverse engineer or otherwise attempt to derive source code, algorithms, tags, specifications, architecture, structure or other elements of the Protected Materials, including the license keys, in whole or in part, for competitive purposes or otherwise; (iii) allow access to, provide, divulge or make available the Protected Materials to any user other than Customer's employees and independent contractors who have a need to such access and who shall be bound by a nondisclosure agreement with provisions that are at least as restrictive as the terms of this Master Agreement (except the Customer may grant access to public access catalogs to library users, other libraries, and third party entities); (iv) write or develop any derivative works based upon the Protected Materials; (v) modify, adapt, translate or otherwise make any changes to the Protected

Materials or any part thereof; (vi) use the Protected Materials to provide processing services to third parties, or otherwise use the same on a 'service bureau' basis; (vii) disclose or publish, without SirsiDynix's prior written consent, performance or capacity statistics or the results of any benchmark test performed on the Protected Materials; or (viii) otherwise use or copy the Protected Materials except as expressly permitted herein.

2.10 Customer Data. SirsiDynix disclaims ownership of any and all Customer Data, all bibliographic, authority, item, fine, patron, and other data loaded to, created and/or entered into Customer's database or supplied to SirsiDynix by Customer. Notwithstanding Customer's ownership of Customer Data, at the end of the Term SirsiDynix shall only be obligated to provide to Customer extractable Customer Data at no additional charge in a supported MARC and/or ASCII delimited format. SirsiDynix shall have the right to aggregate and retain non-personally identifiable data.

2.11 License Grant by Customer. Customer grants to SirsiDynix a non-exclusive, royalty-free license, to use equipment, software, Customer Data or other material of Customer solely for the purpose of performing SirsiDynix's obligations under the Master Agreement.

2.12 Enforcement. Customer shall (i) ensure that all users of the Products comply with the terms and conditions of the Master Agreement, (ii) promptly notify SirsiDynix of any actual or suspected violation thereof and (iii) cooperate with SirsiDynix with respect to investigation and enforcement of the Master Agreement.

3. FINANCIAL TERMS

3.1.1 Fees and Payment Terms. The Customer shall pay the amounts set forth in the Quote. Subject to the provisions of the Quote, SirsiDynix may annually increase the fees of Subscription, Subscription Software and/or Maintenance upon 30 days written notice in advance. Invoices become past due 30 days after the invoice date. Interest accrues on past due balances at the higher of 1½% per month or the highest rate allowed by law. If Customer fails to make payments of any amount due under the Master Agreement, SirsiDynix will be entitled to suspend its performance upon ten (10) days written notice to Customer. **3.1.2** Unless expressly provided otherwise, amounts paid or payable for Software, Subscriptions, Subscription Software and Hardware are not contingent upon the performance of any Services.

3.2 Taxes. Customer agrees to pay any sales tax arising out of the Master Agreement, other than those based on SirsiDynix's net income. If Customer is tax-exempt, Customer agrees to send SirsiDynix a copy of its tax-exempt certificate upon execution of the Master Agreement. Customer agrees to indemnify SirsiDynix from any liability or expense incurred by SirsiDynix as a result of Customer's failure or delay in paying such sales tax due.

3.3 No Contingencies. Customer agrees that its purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written comments made by SirsiDynix regarding future functionality or features.

4. CONFIDENTIALITY

4.1 Non-Disclosure. Each party will protect the other party's Confidential Information from unauthorized dissemination and use the same degree of care that each such party uses to protect its own confidential information, but in no event less than a reasonable amount of care. Neither party will use Confidential Information of the other party for purposes other than those necessary to directly further the purposes of the Master Agreement. Neither party will disclose to third parties Confidential Information without prior written consent of the other party.

4.2 Exceptions. Information shall not be considered Confidential Information to the extent, but only to the extent, that the receiving party can establish that such information (i) is or becomes generally known or available to the public through no fault of the receiving party; (ii) was in the receiving party's possession before receipt from the disclosing party; (iii) is lawfully obtained from a third party who has the right to make such disclosure on a non-confidential basis; (iv) has been independently developed by one party without reference to any Confidential Information of the other; (v) is information aggregated by SirsiDynix that no longer contains any personally identifiable information; or (vi) is required to be disclosed by law provided the receiving party has promptly notified the disclosing party of such requirement and allowed the disclosing party a reasonable time to oppose such requirement. The parties acknowledge that Customer may be subject to freedom of information legislation and further acknowledges that such legislation may take precedence over the confidentiality provisions of this section as they apply to Customer.

5. PRIVACY

Customer represents and warrants that before providing personally identifiable information to SirsiDynix or its agents, it will comply with any laws applicable to the disclosure of personally identifiable information, including providing notices to or obtaining permission from third parties to allow sharing of their personally identifiable information with SirsiDynix under the Master Agreement. Customer will indemnify SirsiDynix for any breach of this representation and warranty. No personally identifiable information will be disseminated by SirsiDynix to any third parties, except as consented to by Customer or required by law.

6. INDEMNIFICATION

6.1.1 By SirsiDynix. SirsiDynix will defend or settle, at its option and expense, any action, suit or proceeding brought against Customer that the SirsiDynix Software (excluding Content and Third Party Products) infringe a third party's USA patent, registered copyright, or registered trademark ("**Claim**"). SirsiDynix will indemnify Customer against all damages and costs finally awarded which are attributable exclusively to such Claim, provided that Customer: (i) promptly gives written notice of the claim to SirsiDynix; (ii) gives SirsiDynix sole control of the defense and settlement of the Claim; (iii) provides SirsiDynix, at SirsiDynix's expense, with all available information and assistance relating to the Claim and cooperates with SirsiDynix and its counsel; (iv) does not compromise or settle such Claim; and (v) is not in material breach of any agreement with SirsiDynix. **6.1.2** SirsiDynix has no obligation to the extent any Claim results from: (i) Customer having modified the SirsiDynix Software or used a release other than the most current unaltered release of the SirsiDynix Software, if such an infringement would have been avoided by the use of such current unaltered release, (ii) Third Party Products and/or Content, or (iii) the combination, operation or use of the SirsiDynix Software with software or data not provided by SirsiDynix. **6.1.3** If it is adjudicated that the use of the SirsiDynix Software in accordance with the Master Agreement infringes any USA patent, registered copyright, or registered trademark, SirsiDynix shall, at its option: (i) procure for Customer the right to continue using the infringing SirsiDynix Software; (ii) replace or modify the same so it becomes non-infringing; or (iii) Customer will be entitled to an equitable adjustment in the fees paid for the affected SirsiDynix Software. THIS SECTION STATES SIRSIDYNIX'S ENTIRE OBLIGATION TO CUSTOMER AND CUSTOMER'S SOLE REMEDY FOR ANY CLAIM OF INFRINGEMENT.

6.2 By Customer. To the extent allowed by law, Customer shall defend or settle, at its option and expense, any action, suit or proceeding brought against SirsiDynix by a third party arising out of or in connection with: (i) any claim that Customer Data infringes on the intellectual property rights of a third party; (ii) any claim by a Customer user or (iii) any claim that Customer or a Customer's user is using the Product in a manner that violates the provisions of the Master Agreement. Customer's obligations under this section are contingent upon: (a) SirsiDynix providing Customer with prompt written notice of such claim; (b) SirsiDynix providing reasonable cooperation to Customer, at Customer's expense, in the defense and settlement of such claim; and (c) Customer having sole authority to defend or settle such claim.

7. WARRANTIES; REMEDIES; DISCLAIMERS

7.1 SirsiDynix Software. SirsiDynix warrants that, for a period of 90 days from the Go Live Date, the SirsiDynix Software, as updated by SirsiDynix and used in accordance with the Documentation and in the Operating

Environment, will operate in all material respects in conformity with the Documentation.

If SirsiDynix Software does not perform as warranted, SirsiDynix shall use commercially reasonable efforts to correct Errors. As Customer's exclusive remedy for any claim under this warranty, Customer shall promptly notify SirsiDynix in writing of its claim. Provided that such claim is reasonably determined by SirsiDynix to be SirsiDynix's responsibility, SirsiDynix shall, within ninety (90) days of its receipt of Customer's written notice; (i) correct such Error; (ii) provide Customer with a plan reasonably acceptable to Customer for correcting the Error; or (iii) if neither (i) nor (ii) can be accomplished with reasonable commercial efforts from SirsiDynix, then SirsiDynix or Customer may terminate the affected SirsiDynix Software license and Customer will be entitled to an equitable adjustment in the fees paid for the affected SirsiDynix Software at SirsiDynix's discretion. The preceding warranty cure shall constitute SirsiDynix's entire liability and Customer's exclusive remedy for cure of the warranty set forth herein.

7.2 SirsiDynix Subscriptions. SirsiDynix warrants that Subscriptions, as used in accordance with the Documentation, will operate in all material respects in conformity with the Documentation.

7.3 Exclusions. SirsiDynix is not responsible for any claimed breach of any warranty caused by: (i) modifications made to the SirsiDynix Software by anyone other than SirsiDynix; (ii) the combination, operation or use of the SirsiDynix Software with any items that are not part of the Operating Environment; (iii) Customer's failure to use any new or corrected releases of the SirsiDynix Software made available by SirsiDynix; (iv) SirsiDynix's adherence to Customer's specifications or instructions; or (v) Customer deviating from the operating procedures described in the Documentation.

7.4 Third Party Products. SirsiDynix warrants that it is an authorized distributor of the Third Party Product and that with the execution of this Master Agreement and the applicable EULA, Customer will have the right to use such Product in accordance with the terms and conditions of the terms of this Master Agreement and the applicable EULA. SIRSIDYNIX MAKES NO OTHER WARRANTY WITH RESPECT TO ANY THIRD PARTY PRODUCTS. CUSTOMER'S SOLE REMEDY WITH RESPECT TO SUCH THIRD PARTY PRODUCTS SHALL BE PURSUANT TO THE ORIGINAL LICENSOR'S WARRANTY, IF ANY, TO SIRSIDYNIX, TO THE EXTENT PERMITTED BY THE ORIGINAL LICENSOR. THIRD PARTY PRODUCTS ARE MADE AVAILABLE BY SIRSIDYNIX ON AN "AS IS, AS AVAILABLE" BASIS.

7.5 Hardware. SirsiDynix warrants that it is an authorized distributor of the Hardware. Hardware warranties shall be governed by the manufacturer's warranty. SIRSIDYNIX MAKES NO WARRANTIES OF ANY KIND WITH RESPECT TO HARDWARE OR HARDWARE MAINTENANCE. CUSTOMER'S SOLE REMEDY WITH RESPECT TO SUCH HARDWARE OR HARDWARE MAINTENANCE SHALL BE PURSUANT TO THE MANUFACTURER'S WARRANTY, IF ANY.

7.6 Disclaimers. THE WARRANTIES SET FORTH IN THIS MASTER AGREEMENT ARE IN LIEU OF, AND SIRSIDYNIX, ITS LICENSORS AND SUPPLIERS EXPRESSLY DISCLAIM TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, (i) ANY WARRANTY THAT ANY PRODUCT IS ERROR-FREE OR WILL OPERATE WITHOUT INTERRUPTION OR THAT ALL ERRORS WILL BE CORRECTED; (ii) ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, (iii) ANY WARRANTY THAT CONTENT OR THIRD PARTY PRODUCTS WILL BE ACCURATE, RELIABLE AND ERROR-FREE AND (iv) ANY AND ALL IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. NO ADVICE, STATEMENT OR INFORMATION GIVEN BY SIRSIDYNIX, ITS AFFILIATES, CONTRACTORS OR EMPLOYEES SHALL CREATE OR CHANGE ANY WARRANTY PROVIDED HEREIN. CUSTOMER ACKNOWLEDGES THAT USE OF OR CONNECTION TO THE INTERNET PROVIDES THE OPPORTUNITY FOR UNAUTHORIZED THIRD PARTIES TO CIRCUMVENT SECURITY PRECAUTIONS AND ILLEGALLY GAIN ACCESS TO THE SERVICES AND CUSTOMER DATA AND THAT NO FORM OF ENCRYPTION IS FOOL PROOF. ACCORDINGLY, SIRSIDYNIX CANNOT AND DOES NOT GUARANTEE THE PRIVACY, SECURITY OR AUTHENTICITY OF ANY INFORMATION SO TRANSMITTED OVER OR STORED IN ANY SYSTEM CONNECTED TO THE INTERNET.

8. EXCLUSION AND LIMITATION OF LIABILITY

8.1 TO THE FULLEST EXTENT PERMITTED BY LAW, SIRSIDYNIX'S TOTAL LIABILITY (INCLUDING ATTORNEYS FEES AWARDED UNDER THE MASTER AGREEMENT) TO CUSTOMER FOR ANY CLAIM BY CUSTOMER OR ANY THIRD PARTIES UNDER THE MASTER AGREEMENT, EXCLUDING LIABILITY PURSUANT TO SECTION 6 (Indemnification), WILL BE LIMITED TO THE FEES PAID BY CUSTOMER DURING THE PREVIOUS 12 MONTHS FOR THE PRODUCT WHICH IS THE SUBJECT MATTER OF THE CLAIM.

8.2 IN NO EVENT WILL SIRSIDYNIX BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY PUNITIVE, TREBLE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS, REVENUE, PROFITS, STAFF TIME, GOODWILL, USE, DATA, OR OTHER ECONOMIC ADVANTAGE), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, WHETHER OR NOT SIRSIDYNIX HAS PREVIOUSLY BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.3 NO CLAIM ARISING OUT OF THE MASTER AGREEMENT, REGARDLESS OF FORM, MAY BE BROUGHT BY CUSTOMER MORE THAN TWO YEARS AFTER THE CAUSE OF ACTION ARISES.

9. TERM AND TERMINATION

9.1 Term of Master Agreement. Subject to Section 10.12 below, the term of this Master Agreement shall commence on the Effective Date and shall continue in full force and effect until the expiration or termination of all Quotes, unless otherwise terminated earlier as provided hereunder.

9.2 Product and Services Term. The respective initial term of Software Maintenance, Hardware Maintenance, Subscriptions, and Subscription Software as applicable, is specified in the Quote **("Initial Term**"). The Initial Term and any renewal term shall automatically renew for the same length as the Initial Term unless either party gives written notice 60 days prior to the end of any previous Term of its intention to terminate the Subscription or Maintenance service. The Initial Term and renewal terms are referred to as the "**Term**".

9.3.1 Termination. Either party may terminate the Master Agreement immediately upon written notice if the other party commits a non-remediable material breach of the Master Agreement, or if the other party fails to cure any remediable material breach or provide a written plan of cure acceptable to the non-breaching party within 30 days of being notified in writing of such breach. Where the non-breaching party has a right to terminate the Master Agreement, the non-breaching party may at its discretion terminate the Master Agreement or the applicable Quote. Quotes that are not terminated shall continue in full force and effect under the terms of this Master Agreement **9.3.2** Following termination of the Master Agreement, Customer agrees to certify that it has returned or destroyed all copies of the applicable Product and Confidential Information and acknowledges that its rights to use the same are relinquished.

9.4. Suspension. SirsiDynix will be entitled to suspend any or all performance upon 10 days written notice to Customer in the event Customer is in breach of the Master Agreement. Further, SirsiDynix may suspend Customer's use of and access to all or a portion of the Subscriptions if, and so long as, in SirsiDynix's sole judgment, there is a security risk created by Customer that may interfere with the proper continued provision of services or the operation of SirsiDynix's network or systems. SirsiDynix may impose an additional charge to reinstate service following such suspension.

10. GENERAL PROVISIONS

10.1 Force Majeure. The parties will exercise every reasonable effort to meet their respective obligations hereunder but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including but not limited to power outages or failure of third party service providers. This provision does not relieve Customer of its obligation to make payments then owing.

10.2 Assignment. SirsiDynix may assign the Master Agreement and all of its rights and obligations herein without Customer's approval to its parent company or other affiliated company, to a successor by operation of law, or by reason of the sale or transfer of all or substantially all of its stock or assets to another entity. Neither party may otherwise assign or transfer the Master Agreement without the prior written consent of the other party, which shall not be unreasonably withheld. Notwithstanding the above, SirsiDynix may fulfill its obligations hereunder through its affiliated companies.

10.3 Cooperation. Customer agrees to provide cooperation, which means assistance, information, equipment, data, a suitable work environment, timely access, and resources reasonably necessary to enable SirsiDynix to perform any and all installation, implementation, and services required to fulfill its obligations hereunder including but not limited to ensuring SirsiDynix has remote access. Failure to grant such cooperation shall allow SirsiDynix to deem the Product purchased by Customer to be fully accepted and delivered. In the event any delay in implementing Products is caused by Customer resulting in SirsiDynix incurring additional expenses, the Customer shall pay to SirsiDynix the amount of such additional expenses.

10.4 Delegation. SirsiDynix may subcontract or delegate any work under any Quote to any third party without Customer's prior written consent, provided however that SirsiDynix shall remain responsible for the performance of any such subcontractors.

10.5 Notice of U.S. Government Restricted Rights. If the Customer hereunder is the U.S. Government, or if the Software is acquired hereunder on behalf of the US Government with U.S. Government federal funding, notice is hereby given that the Software is commercial computer software and documentation developed exclusively at private expense and is furnished as follows: "U.S. GOVERNMENT RESTRICTED RIGHTS. Software delivered subject to the FAR 52.227-19. All use, duplication and disclosure of the Software by or on behalf of the U.S. Government shall be subject to this Master Agreement and the restrictions contained in subsection (c) of FAR 52.227-19, Commercial Computer Software - Restricted Rights (June 1987)".

10.6 Export. Customer shall comply fully with all relevant export laws and regulations of the United States to ensure that the Software is not exported, directly or indirectly, in violation of United States law.

10.7 Non-solicitation. During the term of this Master Agreement and for a period of one year following its termination, neither party will solicit for employment directly or through other parties, without the other party's written permission, any individual employed by the other party, provided however that the hiring of individuals responding to general public marketing and recruiting advertisements and events shall not be a violation of this provision; only active, targeted solicitation is prohibited.

10.8 Compliance. During the term of this Master Agreement and for a period of one year following its termination, SirsiDynix shall have the right to verify Customer's full compliance with the terms and requirements of the Master Agreement. If such verification process reveals any noncompliance by Customer, Customer shall reimburse SirsiDynix for the reasonable costs and expenses of such verification process incurred by SirsiDynix (including but not limited to reasonable attorneys' fees) , and Customer shall promptly cure any such noncompliance; provided, however, that the obligations under this section do not constitute a waiver of SirsiDynix's termination rights and do not affect SirsiDynix's right to payment for Products and interest fees related to usage in excess of the License Metrics.

10.9 Notices. Any notice required or permitted to be sent under the Master Agreement shall be delivered by hand, by overnight courier, by email to SirsiDynix at legal@sirsidynix.com, or by email to Customer at any current Customer email address routinely used by SirsiDynix, or by registered mail, return receipt requested, to the address of the parties set forth in the Master Agreement or to such other address of the parties designated in writing in accordance with this subsection.

10.10 Relationship. The Master Agreement is not intended to create a partnership, franchise, joint venture, agency, or a fiduciary or employment relationship. Neither party may bind the other party or act in a manner which expresses or implies a relationship other than that of independent contractor.

10.11 Invalidity. If any provision of the Master Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

10.12 Survival. The following provisions will survive any termination or expiration of the Master Agreement: sections 1, 2.7, 2.8, 2.10, 2.12, 3, 4, 5, 6, 7, 8, 9, and 10.

10.13 No Waiver. Any waiver of the provisions of the Master Agreement or of a party's rights or remedies under the Master Agreement must be in writing to be effective. Any such waiver shall constitute a waiver only with respect to the specific matter described in such writing and shall in no way impair the rights of the party granting such waiver in any other respect or at any other time. The waiver by either of the parties hereto of a breach or of a default under any of the provisions of the Master Agreement shall not be construed as a waiver of any other breach or default of a similar nature, or as a waiver of any of such provisions, rights or privileges hereunder. The rights and remedies herein provided are cumulative and none is exclusive of any other, or of any rights or remedies that any party may otherwise have at law or in equity. Failure, neglect, or delay by a party to enforce the provisions of the Master Agreement or its rights or remedies at any time, shall not be construed and shall not be deemed to be a waiver of such party's rights under the Master Agreement and shall not in any way affect the validity of the whole or any part of the Master Agreement or prejudice such party's right to take subsequent action.

10.14 Entire Agreement. The Master Agreement constitutes the parties' entire agreement relating to its subject matter. It cancels and supersedes all prior or contemporaneous oral or written communications, requests for proposals, proposals, conditions, representations, and warranties, or other communication between the parties relating to its subject matter as well as any prior contractual agreements between the parties. Notwithstanding the precedence of this Master Agreement, any existing Customer License Metrics shall continue unless new License Metrics are identified in a Quote. No modification to the Master Agreement will be binding unless in writing and signed by an authorized representative of each party.

10.15 Third Party Beneficiaries. All rights and benefits afforded to SirsiDynix under the Master Agreement shall apply equally to the owner of the Third Party Products with respect to the Third Party Products, and such third party is an intended third party beneficiary of the Master Agreement, with respect to the Third Party Products.

10.16 Governing Law and Venue. The Master Agreement shall be governed by and construed in accordance with the laws of the State of Utah without giving effect to its principles of conflict of laws. Any dispute shall be litigated in the state or federal courts located in Utah to whose exclusive jurisdiction the parties hereby consent. In addition, the Customer hereby waives any objection the customer may have based upon lack of personal jurisdiction, improper venue and/or "forum non conveniens".

10.17 Application of Laws. The parties agree that this contract is not a contract for the sale of goods; therefore, the Master Agreement shall not be governed by any codification of Article 2 or 2A of the Uniform Commercial Code, or any codification of the Uniform Computer Information Technology Act ("UCITA"), or any references to the United National Convention on Contracts for the International Sale of Goods.

Customer Initial and Date: ______________________________

10.18 Counterparts. The Master Agreement and each Schedule may be executed in one or more counterparts, each of which shall constitute an enforceable original of the Master Agreement, and that facsimile, electronic and/or .pdf scanned copies of signatures shall be as effective and binding as original signatures.

10.19 Headings and Drafting. The headings in the Master Agreement shall not be used to construe or interpret the Master Agreement. The Master Agreement shall not be construed in favor of or against a party based on the originator of the document.

10.20 Attorney's Fees. In the event a party seeks and obtains a remedy in the courts for its rights under this Master Agreement, the prevailing party in such litigation shall be entitled to its reasonable attorney's fees and cost.

****

END OF MASTER AGREEMENT

<<Account_Name>> **<<Account_ShippingStreet>>** **<<Account_ShippingCity>>, <<Account_ShippingState>> <<Account_ShippingPostalCode>>**	**Sirsi Corporation** **SirsiDynix Technology Centre** **3300 N. Ashton Blvd. – Suite 500** **Lehi, UT 84043**
Sign: ______________________	Sign: ______________________
Print Name: ______________________	Print Name: ______________________
Title: ______________________	Title: ______________________
Date: ______________________	Date: ______________________

Exhibit A - DEFINITIONS

"Circulation" means the checkout of a Library Item to a patron, the checkout of a Library Item for the purpose of tracking in-library usage, the renewal of a Library Item, or an action functionally identical to any of the preceding acts.

"Confidential Information" means information of SirsiDynix and/or its licensors includes but is not limited to the terms and conditions (but not the existence) of the Master Agreement, all trade secrets, software, source code, object code, specifications, as well as results of testing and benchmarking of the Software or other services, product roadmap, data and other information of SirsiDynix and its licensors relating to or embodied in the Software or Documentation, including but not limited to information designated as confidential in writing or information which ought to be in good faith considered confidential and proprietary to the disclosing party. SirsiDynix's placement of a copyright notice on any portion of any Software will not be construed to mean that such portion has been published and will not derogate from any claim that such portion contains proprietary and confidential information of SirsiDynix. Confidential Information does not include that the Customer uses SirsiDynix Products.

"Content" means any information, data, text, software, music, sound, photographs, graphics, video messages or other material which Customer receives through a Subscription.

"Customer Data" means any electronic data, information or material provided or submitted by Customer (including the Customer's patrons and users) to SirsiDynix through a Subscription or Services, or which Customer (including the Customer's patrons and users) enters into the Subscription or Services or has entered on its behalf, or which SirsiDynix is otherwise given access to under the Master Agreement. Customer Data does not include non-personally identifiable information aggregated by SirsiDynix.

"Documentation" means the user instructions, release notes, manuals and on-line help files made available by SirsiDynix regarding the use of the applicable Product.

"Effective Date" is defined in section 1.1.

"Error" means a material failure of a Product to conform to its functional specifications described in the Documentation.

"EULA" means the end user license agreement that accompanies the Third Party Product, which governs the use of or access by Customer to the applicable Third Party Product.

"Go Live Date" means the date on which the Products are substantially ready for operational use for normal daily business.

"Hardware" means the physical hardware and equipment manufactured by third party providers and sold to Customers by SirsiDynix.

"Intellectual Property" means any and all intellectual property rights, recognized in any country or jurisdiction in the world, now or hereafter existing, and whether or not perfected, filed or recorded, including without limitation inventions, technology, patents rights (including patent applications and disclosures), copyrights, trade secrets, trademarks, service marks, trade dress, methodologies, procedures, processes, know-how, tools, utilities, techniques, various concepts, ideas, methods, models, templates, software, source code, algorithms, the generalized features of the structure, sequence and organization of software, user interfaces and screen designs, general purpose consulting and software tools, utilities and routines, and logic, coherence and methods of operation of systems, training methodology and materials, which SirsiDynix has created, acquired or otherwise has rights in, and may, in connection with the performance of obligations hereunder, create, employ, provide, modify, create, acquire or otherwise obtain rights in.

"Internal Business Purposes" means Customer's internal use but does not include (1) sharing Confidential Information or Intellectual Property with third parties without SirsiDynix written consent or (2) integration of third party products by any means into Software, Subscriptions or Subscription Software without additional SirsiDynix license.

"License Metrics" means limits on Product usage as set forth in the Quote such as Titles, Circulation, Users, students, seats, and reports.

"Maintenance" means the technical support and, with respect to Software, the provision of Updates for the level of support services purchased from SirsiDynix, all of which are provided under SirsiDynix's support policies in effect at the time the Services are provided, which may be modified from time-to-time by SirsiDynix in its sole discretion. A current version of such Support Policies can be found under "SirsiDynix Support Policies" (Document ID 125773) at http://support.sirsidynix.com.

"Operating Environment" means SirsiDynix-recommended hardware, operating system, middleware, database products and other software on which the Software will operate.

"Professional Services" means data conversion, implementation, site planning, configuration, integration and deployment of the Software or Subscriptions, training, project management and other consulting services.

"Products" means Software, Subscriptions, Subscription Software, Services and Hardware.

"Protected Materials" means Software and work product provided by SirsiDynix under Services, Subscriptions, Subscription Software and SirsiDynix's or its licensors' Intellectual Property and Confidential Information.

"Quote" is defined in Section 1.3.

"Services" means those services provided or arranged by SirsiDynix including but not limited to specific SirsiDynix Products such as (i) Professional Services; and (ii) that part of Maintenance that is technical support, excluding the provision of Updates.

"SirsiDynix Software" means each SirsiDynix-developed and/or SirsiDynix-owned software product in machine-readable object code (not source code), the Documentation for such product, and any Updates thereto.

"Software" means the SirsiDynix Software and Third Party Software.

"Subscriptions" means the provision of access by SirsiDynix or its hosting providers to Software and/or Content from a server farm that is comprised of application, data and remote access servers, including associated offline components including but not limited to cloud services and web access to Content.

"Subscription Software" means Subscriptions hosted by Customer. Customer does not have a license in Subscription Software.

"Term" is defined in section 9.2.

"Titles" means the number of unique records for an electronic, virtual, and/or physical item which may be used by a library patron, such as a bibliographic, MARC, visual material, serial or Dublin Core record, created on the Software or Subscription. Multiple items, representing either identical items or volumes in a set, may be included in a single Title.

"Third Party Products" means software or content including documentation and updates if any, owned by an entity other than SirsiDynix and provided by SirsiDynix in connection with Products.

"Updates" means the error corrections, releases, updates, modifications or enhancements subsequently developed that SirsiDynix makes generally available to its customers as part of Maintenance on a when and if available basis. Updates exclude new products, modules, platform or functionality for which SirsiDynix charges a separate fee.

"Users" means Customer's employees or agents who have been issued user names and passwords by Customer to use the Products. Each such User shall be one person, and user names and passwords cannot be shared or used by more than one person.

Customer Initial and Date: ____________________

CITY OF MENLO PARK

MEMORANDUM

Date: 11/20/2020
To: All prospective RFP respondents
From: Nicholas J. Szegda, Assistant Library Services Director
Re: Addendum No. 1 – Extension of close date for RFP – Integrated Library System

The City of Menlo Park has extended the deadline to submit proposals for the Integrated Library System RFP. Proposals are now due no later than 6 p.m., Tuesday, December 8, 2020.

For questions, please contact Assistant Library Services Director Nicholas Szegda at njszegda@menlopark.org.

innovative
a ProQuest Company

Menlo Park Library

Request for Proposal

Integrated Library System and

Discovery Layer Solution

December 8, 2020

1900 Powell Street, Suite 400

Emeryville, CA 94608

1+ 510 655 6200

www.iii.com

Intentionally Blank

Table of Contents

Intentionally Blank

World Headquarters • 1900 Powell St., Suite 400 • Emeryville, CA 94608 • 1+ 510 655 6200

December 8, 2020

Letter of Transmittal

Nicholas Szegda
Assistant Library Services Director
Menlo Park Library
800 Alma St.
Menlo Park, CA 94025

Dear Nicholas:

Next time you are driving down the road and find yourself behind a UPS truck you might notice something unusual. UPS trucks make mostly right-hand turns. Why is that?

By favoring right hand turns, UPS estimates they save 10 million gallons of fuel and reduce CO2 emissions by 100,000 metric tons each year! How do they do this? UPS has their own mapping software which provides the driver with the easiest, most efficient route, providing the staggering numbers above.

Just as UPS has mapping software that gives each driver the easiest, most efficient delivery routes, Sierra was designed by librarians to provide the easiest, most efficient workflows for libraries like the Menlo Park Library and has been deployed at thousands of libraries in over 60 countries worldwide. Sierra will save your staff time and help to provide an overall better experience for your staff and patrons.

Please see the Executive Summary for more information on how Sierra can help your staff and patrons avoid those costly left turns.

Additionally, moving forward, please work directly with Tom McNamara as your single point of contact within Innovative with any questions that you may have regarding this RFP submittal. Tom can be reached at 510-289-0134 and his email address is: tom.mcnamara@iii.com

Sincerely,

Akin Adekeye
Executive VP, Legal and Business Development
510-655-6200
akin.adekeye@iii.com

Intentionally Blank

Executive Summary

Left turns. They are costly and quite frankly dangerous. Right turns are more efficient, and as anyone who has taught someone to drive knows, they are easier. This is why UPS routes their drivers almost exclusively with right turns.

The Sierra LMS is like those right turns. It provides a more efficient, easier path to staff and your library patrons. How do we do this? Sierra has a very rich set of robust functionalities, which is an overall strength of our product line. The breadth and depth of the LMS functionality, along with the workflow and overall system efficiencies, have been some of the most frequently sited feedback from our customers.

Sierra was designed by librarians for use by librarians. This means that reports can be run by the person who needs them, and the database can be queried by the person who is seeking the information using functionality like Create Lists. Functions like Global and Rapid Update work in the way a cataloger needs them to work, not a systems/database administrator. Sierra's direct SQL access and API availability are other strengths when compared to our major competitors.

And what is even more efficient than a right turn? Continuing straight ahead. Where Sierra is the “right turn” for your staff and patrons; our offer includes Innovative’s revolutionary discovery solution, Vega Discover. This powerful, yet easy to use new discovery solution is a fully responsive and accessible discovery layer, and the platform will expand to include intelligence, analytics, marketing tools and services for public libraries, and easily integrate data and third-party software. A rich set of APIs offer deep connectivity to digital content providers, catalog enrichment sources, and more. Vega is unique in the library industry because it is the first platform to be natively BIBFRAME. BIBFRAME allows your rich metadata to live in dynamic, interconnected, smart models that can learn and grow over time and provide your patrons and your community with customized experiences.

We have been doing this for over 42 years. Since 1978, Innovative’s exclusive focus has been on the development, delivery and support of leading-edge software. In support of this activity, we also provide hardware, consulting, and data services for libraries. Innovative offers one of the broadest and most complete portfolios of library automation products on the market today and is recognized as a worldwide leader in delivering leading library solutions around the globe, with more than 2,400 library systems installed in 9,500 libraries in 66 countries.

Sierra provides a comprehensive suite of features that provides unified acquisition e-resources and print resources, management of MARC and XML metadata, and fully integrated fulfilment services covering traditional circulation, e-book circulation, and traditional ILL.

Innovative offers many advantages and efficiencies across the full spectrum of Menlo Park Library's services. Some of our "right turns" include:

- ***Link+ Resource Sharing Network:*** Sierra and Link+ (using INN-Reach software) natively conduct Innovative Resource Sharing in real-time including catalog changes at the title and holdings levels. Additions, updates and deletions of bibliographic, item, order and holdings data is transmitted immediately and automatically to the Innovative Resource Sharing Union Catalog from any one of these platforms without any manual intervention or further downstream staff processing to make these changes indexed and visible in the union catalog to users and patrons.
- ***Vega Discover:*** Vega Discover is the powerful, yet easy to use new discovery solution that is a fully responsive and accessible discovery layer The platform will expand to include intelligence, analytics, marketing tools and services for public libraries, and easily integrate data and third-party software to provide a better Discovery experience for your patrons and staff.
- ***Innovative Mobile:*** Innovative Mobile is an app expertly designed to meet today's challenges for libraries and consortia. With a focus on contactless interactions and self-service, Innovative Mobile encourages patrons to connect with the library anywhere and at any time. Unlike other mobile applications, Innovative Mobile puts the power of Sierra into your patrons' hands offering discovery, patron account access, patron self-check via barcode or RFID, as well as "Click and Collect" for curbside pickup.
- ***iTiva Patron Notification System:*** iTiva is an automated interactive communications system used by over 600 libraries around the world. iTiva delivers an exceptional patron experience across multiple channels including inbound/outbound telephone notification as well as SMS. iTiva reduces the library's overhead and increases efficiency.
- ***Innovative Cloud Hosting:*** Innovative's cloud-hosted, subscription solution is provided on VMWare Cloud on AWS (VMC) and managed by Rackspace. Data centers are located in multiple locations allowing Innovative the ability to implement each customer's cloud hosted system at the data center within the customer's region in compliance with the region's data privacy laws. All management services are provided directly by Innovative Cloud Services staff. Our cloud-hosting services include all system management activities, backup, disaster recovery and the implementation of new releases on a schedule determined by the library.
- ***Syndetics Unbound*** Syndetics Unbound content enrichment includes more than 15 elements, with options like Summary and Author bios, to provide in-depth details on all your collection's titles. Reading Level and Book Profiles also give further insight into the context of your titles to ensure that readers are selecting the right books for them. No more confusing options and packages - all the enrichment elements are included with your subscription. It's easy to turn elements on and off; and configure them to tailor a Syndetics Unbound experience for your patrons.
- ***Intuitive Interface and Streamlined Workflows:*** Sierra enhances the user experience with intuitive navigation, facets, and rich browse screens across staff workflows to increase ease of use and staff efficiency. Sierra modernizes traditional library workflows into a unified staff application with a revolutionary roles-based design.

- ***More efficient acquisitions processes:*** Sierra provides direct vendor system interfacing via EDIFACT, QuickClick, Inventory Express and API connections with GOBI to optimize the efficiency of acquisitions processes by eliminating data entry for ordering and invoicing processes. Print and electronic materials are managed through the same processes and workflows, simplifying processes to enhance staff productivity.
- ***Improved integration with other institutional systems:*** Sierra's API layer is designed to allow integration with a wide variety of 3rd party systems using the latest REST API technology. Libraries use Sierra APIs to dynamically exchange patron data and financial information with institutional student information systems and finance systems, simplifying data update tasks.
- ***Advanced analytics:*** All Sierra reporting is performed using intuitive graphical user interfaces. There is no requirement for intervention by a DBA or systems/IT staff to run reports. Sierra provides reporting interfaces tailored to different user populations to make it easy for administrators, department managers and other stakeholders to get the data they need.
- ***A Different Relationship, A true Strategic Partner.*** Menlo Park Library is looking for a vendor who will listen and help achieve strategic goals. Innovative can help in achieving:
    - Enhancement of the patron experience by streamlining access to print and electronic resources and providing integration with other library 3rd party products
    - Improved management and access of electronic resources enhances access to resources in support of self-paced learning
    - Streamlined staff workflows to reduce costs and free resources to focus on assisting patrons

Sierra is helping thousands of public libraries around the world achieve these goals today. However, we can provide so much more. Through our strategic partner program, you will help frame product direction, providing an "on the ground" perspective to influence how our product management team develops new and improved products.

Beyond software, Innovative offers a comprehensive services package, covering a full range of personalized project management and migration services in addition to ongoing services for the library. Access to our 24/7/365 Help Desk support ensures that you will always have access to help when you need it.

The many advantages of the Innovative solution deliver real value to the library by eliminating the friction points and manual processes that impede productivity. This, in turn, allows the library to better serve the community by enhancing and simplifying access to the information and library services your patrons need.

Intentionally Blank

Scope of Services

Scope of work will include but it is not limited to providing a system that, at the minimum, satisfies the following:

1.2.2 Critical Requirements

These broad requirements constitute the basic level of the functionality MPL requires in either an ILS/LSP or Discovery solution and must be met by the Vendor for consideration under this RFP.

1.2.2.1 ILS/LSP

1. Standards

    a. Must support MARC21 and RDA data.

INNOVATIVE

Complies.

2. Integration

    a. Must support SIP2 and include an unlimited number of connections to SIP2 systems. Must support NCIP.

INNOVATIVE

Complies.

    b. Must support EZProxy integration.

INNOVATIVE

Complies.

c. Must integrate with Envisionware Print Release software.

INNOVATIVE

Complies.

d. Must integrate with RFID Automated Materials Handling system.

INNOVATIVE

Complies.

3. Initial Training

a. Must provide training for all modules purchased (including onsite or live online training)
b. Training manuals for all modules must be provided.

INNOVATIVE

Because your library is already using Sierra, the considerable expenses associated with implementing new software are eliminated. In migrating to a new system, there are data migration costs (with the good chance that some data cannot be migrated and will be lost), system configuration costs and the time and expense of retraining staff. Our solution removes the need for these added expenses and frees up resources for analyzing workflows to improve staff efficiency.

Innovative is proposing the continuation of your current Sierra system. All software will continue functioning as it does now, with 100% of data retained, 100% of functionality available and 100% of current integrations continuing in operation without any interruption.

Continuing with Sierra not only eliminates the risks involved in new system implementation but also provides dramatic cost savings. Our offer includes 10 hours of on-line training which can be used for Workflow Consulting or refresher training for your staff. In addition to the 10 hours of on-line training, our Sierra Hosted Success Bundle implementation will also include training for Sierra System Administration training (6 hours) as well as WebPAC Administration training (3 hours)

4. Migration and Implementation Services Requirements

a. Vendor must migrate the library's present databases to the proposed system.

INNOVATIVE

Complies.

b. Migration must include: Bibliographic data, MARC records, Holdings and Item records, Patron data, Active circulation data, Active acquisitions data if available and Authority records if possible.

INNOVATIVE

Complies.

c. Vendor must perform a test migration, allowing the library to review and approve data, before performing a final migration.

INNOVATIVE

Complies.

d. Vendor must provide instructional and consultation services to MPL staff in the extraction of data from the current system as an included no-charge part of the contract.

INNOVATIVE

One of the many benefits of staying with Sierra is that Innovative will do the extraction of data at no cost as part of the standard implementation.

2) Ongoing Customer Support Services Requirements

a. Must offer evening and weekend support for emergency issues.

INNOVATIVE

Complies.

b. Telephone support for non-critical issues must be available during standard business hours (Pacific time.)

INNOVATIVE

Complies.

c. System documentation must be provided.

INNOVATIVE

Complies.

d. Online help must be available for all modules purchased.

INNOVATIVE

Complies.

3) Cataloging

a. Must allow loading of bibliographic records with flexible match, merge, and overlay tools.

INNOVATIVE

Complies.

b. Must support numbered and named labels for MARC tags in editing screens. Must support Authority records and provide an Authority Control solution.

INNOVATIVE

Complies.

4) Circulation

a. Must allow library to independently configure basic circulation functions, such as days closed, due dates, and fines.

INNOVATIVE

Complies.

b. Vendor must have remote circulation and inventory functions that staff can use from any device with an internet connection.

INNOVATIVE

Complies.

c. Must integrate with a portable scanner for both circulation and inventory.

INNOVATIVE

Complies.

5) SMS Notifications

a. Must automatically deliver text messages (with patron opt-in/opt-out) for hold pickup, fines, overdue, and user announcements.

INNOVATIVE

Complies.

b. SMS messaging system must be carrier-agnostic.

INNOVATIVE

Complies.

6) Acquisitions

a. Must support automatic order creation from vendor-supplied MARC records with embedded data in 9XX fields.

INNOVATIVE

Complies.

b. Must accommodate flexible fund structures and track encumbrances.

INNOVATIVE

Complies.

c. Must allow order creation, material receipt, claiming and all other functions for tracking of ordered materials.

INNOVATIVE

Complies.

d. Must support an unlimited number of material types/formats, fund accounts, vendor records, order records, claims and transactions, without an added cost.

INNOVATIVE

Complies.

7) Reporting

a. Must allow creation and scheduling of reports for all user, circulation, fines, payments, holds, bibliographic and usage data.

INNOVATIVE

Complies.

8) Staff client(s)

a. Must offer offline client.

INNOVATIVE

Complies.

b. Must offer a request/ILL module.

INNOVATIVE

Complies.

c. Must offer circulation and inventory functionality accessible from mobile devices.

INNOVATIVE

Complies.

9) The successful proposal must include documentation on these components:

I. Patron notification system that supports email, automated telephone and text messaging notices for holds, overdue materials and other patron events and activities or demonstration of ability to work with third party vendor to support the same.

INNOVATIVE

Complies.

Sierra provides the ability to send notices to patrons by means of email or print, as well as by telephone, and by RSS if the Library has acquired the My Record feeds product. Notices may be compiled and printed as often as the Library finds necessary. For orderly administration, Innovative recommends that notices be printed once a day.

Sierra supports the following types of notices:

- **Overdue notices:** Automatically prepared each night when the system scans the file of items checked out.
- **Overdue notices for missing and claimed returned items:** Automatically generated when an item is marked lost or is not returned. Adjustment generated when an item is returned after a replacement bill has been issued. Items marked as claimed returned can continue to send overdue notices until a replacement fee is added to a patron account.
- **Hourly overdues:** Prepared by the system on demand.
- **Recall notices:** Automatically prepared by the system when an item is recalled as part of the placing of a hold.
- **Hold pickup notices:** Automatically prepared during checkin of an item with holds.
- **Hold cancellation notices:** Automatically prepared when the hold shelf is cleared, or when an item with holds is reported as missing or claimed returned. May also be produced as needed by an authorized operator.
- **Paging notices:** Prepared when a hold is placed on an item that is available at another location.
- **Bills and fine notices:** Fines are automatically prepared by the system when an overdue item is returned. Bills are automatically prepared by the system when an overdue item is not returned within a Library-specified time period, or when an item is reported as lost. Fines and bills can also be produced manually by an authorized operator.
- **Summary of all outstanding bills and fines:** Prepared and printed on demand. Notices may be printed for all patrons, or select patrons based on patron record number range, patron type, total amount owed, invoice number or Boolean review file.
- **Statements of checked out items:** A summary of all items checked out to patrons, including virtual item checkouts (ILL and INN-Reach items).
- **Statements of charges:** Summary of all outstanding money owed by patron(s).
- **Courtesy Notices:** to inform patrons that their items are almost due.
- **Fine payment receipt:** after money is collected from a patron or the patron's fines are waived.

II. Integration with patron access terminal client software for management of public computer and meeting room scheduling.

INNOVATIVE

Complies.

Any facilities, equipment types or material types can be managed through Sierra Booking capabilities. Each item/facility/resource to be booked needs to have an item record identifying the resource with an item type allowing booking.

Sierra manages library resources by maintaining an item record for each resource with a unique barcode or RFID tag and a library-defined item type assigned to each. All circulation policies are fully under the control of the library, letting you define the loan and renewal periods, fine/fee structures, request/hold policies, advance booking options and many more. All standard circulation functions are fully supported, including checkout, check-in, renewal, request/reservation and circulation of e-books from Overdrive and Content Café, and fully integrated advance booking. For example, a user can use Sierra's Booking capabilities to reserve a laptop or a meeting room for a specific future date, and Sierra will automatically block out time required to check and prepare the room or equipment based on library-defined parameters for each type of resource. A visiting researcher could also book research materials of interest during specific dates. Equipment bookings can also be linked to scheduled events, for example a booking for a room and a projector.

Sierra provides full control over how Bookings function in your system, including which patron types are allowed to book items, which materials/equipment/facilities are bookable, required preparation/review and inspection/release timeframes, required transit time (where applicable), booking limits and more. Self-bookings can be enabled for all bookable items or can be enabled only for specific Item Types, Locations or other library-defined criteria. You can also specify which patron types are allowed to self-book. In the parameters you can also determine the maximum number of bookings a patron can have at one time.

Sierra lets you control the material types that are bookable. Because booking is for a specified time period, this can be performed when materials are on-shelf or checked out but is dependent on the booking schedule and any prior conflicting bookings. Each library can determine which item types are bookable and set the policies for booking in Sierra's Loan Rules, allowing local control on what items they wish to make available for booking and to whom.

With Sierra, materials can be booked for hours, days, weeks, and months. Bookings can be placed for a specific resource (piece of equipment, room, etc.) or any equivalent piece of equipment that might be available. When you place a booking, you can configure Sierra to create additional bookings on the item at specified intervals. For example, you can configure Sierra to create additional bookings for the same time of day for a given number of days in a row or for the same day and time for a given number of weeks in a row. You can place up to 400 bookings on an item record or for a patron record.

Bookings can be set for different time periods for different types of material and different resources (e.g. a booking for a study carrel may be for 4 hours whereas a booking for a short-loan book may be for 12 or 24 hours). All such time intervals are determined by the Library. Sierra allows advance booking of materials designated by the library as "bookable."

With Materials Bookings, you can also create events that can be used to link the different bookings placed for a patron. For example, you might create an event to link all the bookings associated with a professor's course. An event must be associated with a booking.

Materials Booking functions are completely integrated with both Sierra Circulation and Discovery. Materials Booking offers streamlined workflow and self-service booking functionality, as well as event-oriented bookings management and generation of booking slips. A graphical calendar displays the availability of items in both the staff interface and discovery interface. All booking information is maintained during the period that the item is checked out to the patron who placed the booking. Full statistical reporting capabilities are available.

System-Generated Booking Slips

Authorized staff can print booking slips for all locations, or for selected locations. Booking slips can be printed for the current and following day's bookings, or for a specified time period. Each booking slip contains the title, call number, and barcode of booked item; the name of the patron booking the item; the beginning and end date for the booking period(s); and any booking notes, delivery and/or pickup information.

Sierra prints three types of booking slips:

- Patron Pickup Slips: For items the patron is responsible for picking up and returning. These alert the Library to prepare the items.
- Library Delivery Slips: For items the Library is responsible for delivering (whether or not the Library is also responsible for pickup).
- Library Pickup Slips: For items the Library is responsible for picking up.

Comprehensive Statistics

Sierra automatically produces a detailed analysis of booking activity. An operator can select the time period (e.g. yesterday, year-to-date, etc.), the location(s), and the type of analysis (e.g. by patron codes, item codes, call number, statistical categories, etc.) to be covered.

III. Federated Search component.

INNOVATIVE

Development.

ROADMAP INFORMATION – PLEASE TREAT AS PROPRIETARY AND CONFIDENTIAL

[redacted]

END OF PROPRIETARY AND CONFIDENTIAL ROADMAP INFORMATION

IV. Open URL (Uniform Resource Locator) resolution that contains metadata for use primarily by libraries.

INNOVATIVE

Complies.

Our offer includes the WebBridge Link Resolver. WebBridge allows the configuration of link display as well as preferred order of links. The Innovative solution can also accommodate any standards-based link resolver solution, allowing the use of another OpenURL Link Resolver of your choice.

V. RFID (Radio-Frequency Identification) compatible.

INNOVATIVE

Complies.

Sierra features an assortment of product options for smooth integration with Radio Frequency Identification (RFID), enabling checkout and checkin, security, shelf lists and inventory control, wireless updating, and patron self-service solutions. Sierra supports all-RFID solutions as well as RFID with EM (electro-magnetic) for theft protection. Sierra can utilize any type of library card including those with RFID, chip, magnet stripe and barcodes on them in combination with RFID item tags. RFID technology from the RFID vendor embeds the barcode or item identifier into the RFID chip. Standard scanning methods for reading the item ID from the chip (provided by the RFID vendor) provide access to the item record, including addition of the barcode to the record. No separate interface is required by the Innovative system. A Library's chosen RFID system supplier typically shows all the compatibility options as features of the RFID system, and the necessary RFID vendor interface points to Sierra. Many libraries implement RFID without involving Innovative to any great depth. This allows libraries to select from many capable suppliers.

VI. Extendable support to multiple branch, satellite or unit locations.

INNOVATIVE

Complies.

Sierra is supported in consortium configurations that allow close sharing of common data, while retaining autonomy over local data within each individual institution by providing library-specific parameters and settings that allow each library full control over circulation policies, user management, and access controls. Sierra has been implemented in shared environments by consortia of varying sizes, including a single large implementation for all public libraries in Ireland, numerous academic consortia across the USA, and mixed public/academic consortia in the US and Europe.

Sierra manages consortium searching and display through Scopes. Scopes are subsets of the records in your system's database that are defined by scope rules, a series of data tests, most commonly of location codes. Within the consortium database, each Scope limits search and retrieval to a specific location-based subset, effectively creating what behaves as a separate catalog for each library. Because Scopes can be applied to staff searching as well as public searching, Scopes also control access to local data like order and item information, completely restricting access to these data types for viewing/editing to the library's own staff. Libraries can manage acquisitions and circulation activities independently while enjoying the benefits of shared cataloging and resource sharing.

In a consortium environment, bibliographic and authority data is typically shared while item and holdings information is managed by each institution separately. Sierra typically maintains a single patron record for a patron that is used throughout the consortium. The patron record can contain multiple barcodes, or a single common barcode as required for the participating libraries. The system can also record multiple university identification numbers if required. All the patron's activities across the consortium are managed in the single patron record, with management of notices, fines and fees being managed by the individual libraries.

In a consortium configuration, Sierra includes an item field for "Agency" to identify each administratively separate institution sharing the system. This allows simplified scoping, searching and reporting for individual institutions, as well as tracking reciprocal borrowing statistics among the participating institutions. Each Agency has its own defined locations within the institution. Sierra has an extremely flexible system for recording each library's circulation policies that is based on a matrix of Location, Patron type and Item type. Sierra can support a virtually unlimited number of locations; this structure allows a unique set of circulation policies to be established for each authority or even each individual library if this is required. Where borrowing is allowed by users of other libraries, Sierra manages requesting, item routing and even in-person circulation for users in all libraries according to the library-defined policies among all the libraries.

VII. OPAC that includes:

INNOVATIVE

Innovative has launched Vega Discover, our new discovery solution designed expressly to meet the needs of public libraries. By integrating the core features of the traditional ILS with a linked data model that not only leverages, but moves beyond BIBFRAME, we are bringing to market the new standard in library resource data management that uncovers formerly disconnected data relationships for the benefit of the entire library ecosystem.

Our linked data standard will enrich the discovery experience and extend the types of resources offered by the library, while streamlining key administrative workflows.

Because this is an entirely new way to develop, our responses may not perfectly align with your desired responses in some cases. Please note this is not because the outcome can't be achieved, but because we are designing a modern, agile solution that more precisely reflects the evolving needs of your patrons and library staff.

Note that as a current Sierra user WebPAC will still be available to you.

1) Relevance ranking

INNOVATIVE

Complies.

Vega Discover uses powerful relevance-ranking algorithms to find exactly what the user wants for both known item and open-ended searches.

For known item searches, our goal is to display the title the user entered as the first item in the search results list whenever possible. To this end, we have developed special algorithms for handling single word serial and monograph titles – known items – such as "Science" or "Nature" to insure they are visible immediately. Vega Discover also allows the user to search using specific known-item identifiers, such as ISBN, ISSN, or other standardized numbers, without resorting to using an advanced search. The user simply types what they want to find, and Vega Discover brings back the best matching results.

Open-ended searching is just as easy in Vega Discover. The user can enter any terms and the relevance-based search algorithms will bring back the best matching results, regardless of whether the terms entered are an author, subject, title, or some combination of the above.

There are a variety of factors that affect relevancy in Vega Discover:

- If a term is found in a prioritized field like Title, the relevance score will be higher than if that term were found in a secondary field, such as description.
- If a term is found multiple times within an object, then the score is higher.
- If a term is used infrequently in the field where it was found, it is assigned a higher score.
- If there are more matched terms in an object, a higher score will be assigned. That said, due to the previous points, a record with only one match doesn't mean automatically mean that that record will have a lower score than a record with two matches that occur in other fields.

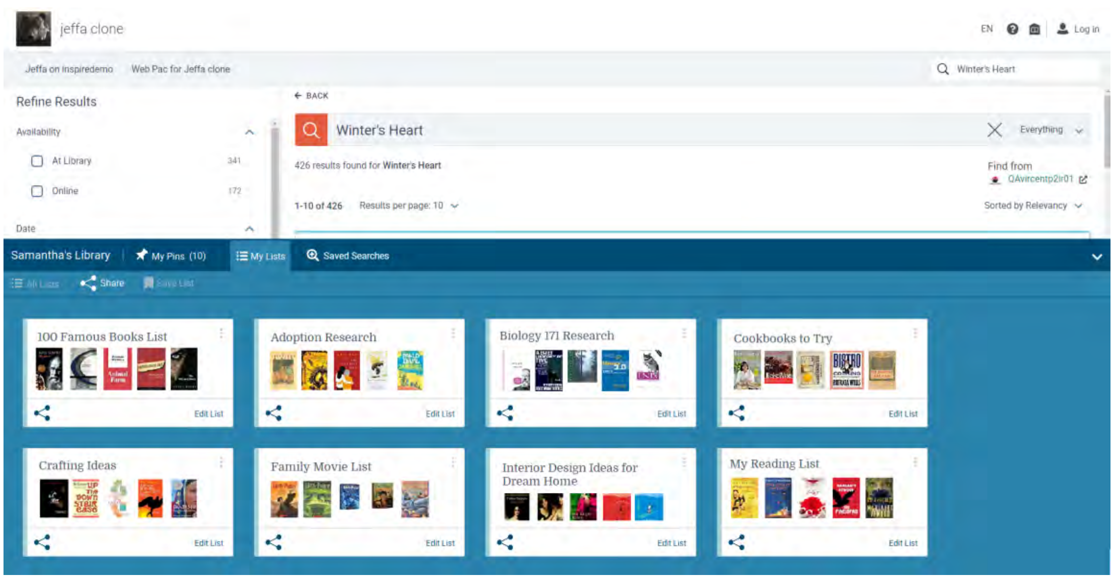
2) Patron controlled lists and reviews

INNOVATIVE

Complies.

Lists

Items can be saved to the Bookmarks tab on My Bookshelf for later use. You can also create your own lists to organize your saved items. For example, you might want to create a list for cookbooks, a list for pleasure reading, and a list for DVDs.



Reviews

Patron submitted reviews are supported with Syndetics Unbound. Syndetics Unbound helps you engage patrons and connect them with more of your collection. Elements available within Unbound such as Summary, About the Author, Reviews, and Recommendations lead readers to their next favorite read. Transform patron's experience with the interactive exploration and serendipitous discovery available with Syndetics Unbound.

3) Holds and requests components

INNOVATIVE

Complies.

Your library can allow patrons to request items while searching Vega. The ability to request items is highly customizable; the library can limit patron requests to certain statistics groups, item types, item locations, available items, patron types, etc.

If you allow patron requesting, Vega offers the **Place Hold** button. When a patron requests an item, a hold can be generated from the request. Your library specifies whether the library staff should review and approve each request or whether the system should automatically process requests and generate holds. If you choose automatic patron request processing, the system requires patron verification, as it must locate the patron record in order to place a hold on an item.

4) RSS feeds

INNOVATIVE

Complies.

You can use the My Record Feeds product to offer patrons an RSS feed of patron-specific information, for example, indicating that materials are ready for pickup or are due soon. WebPAC displays the information feed using a complex and unique identifier to ensure only the patron will view the relevant feed.

5) SMS

INNOVATIVE

Complies.

Using SMS Alerts will allow your patrons to receive mobile phone text messages as a supplement to certain circulation notices. Patrons can receive the following types of SMS alerts:

- Courtesy
- Hold Pickup
- Hourly Overdue
- Overdue

Patrons can also renew their items via text message.

6) Customizable interfaces for a youth catalog

INNOVATIVE

Planned.

Innovative is willing to discuss Menlo Park Library's requirements for a youth catalog while we plan its development.

7) Online patron registration

INNOVATIVE

Complies.

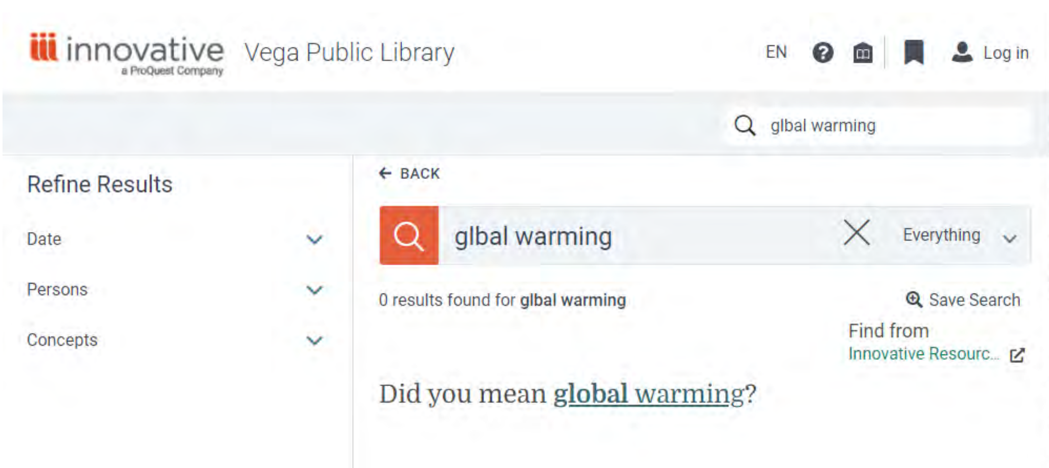
Patron self-registration is supported and allows patrons to self-register online for library privileges. The library can customize the self-registration form. After the patron completes the entry form and clicks Submit, the system generates a patron record based on your library's template settings. The system assigns the new patron a temporary barcode.

8) Spell Check

INNOVATIVE

Complies.

The "Did You Mean?" feature suggests close matches to the search term if no results are found.



9) Patron Submitted Reviews

INNOVATIVE

Complies.

Patron submitted reviews are supported with Syndetics Unbound. Syndetics Unbound helps you engage patrons and connect them with more of your collection. Elements available within Unbound such as Summary, About the Author, Reviews, and Recommendations lead readers to their next favorite read. Transform patron's experience with the interactive exploration and serendipitous discovery available with Syndetics Unbound.

VIII. Patron self-service for both charging and discharging materials either within the ILS/DS (LSP) or demonstrated support for third party client.

INNOVATIVE

Complies.

Sierra supports industry standards like SIP2 and NCIP and provides RESTful APIs to enable integration of third-party systems and services for patron self-service. This allows integration of barcode and RFID self-checkout systems, return chutes, security gates, third-party ILL solutions and even print management and locker systems to allow your students direct access to these library services with their library/student ID.

IX. Online and Credit Card payment methods must be available to users through the client or with demonstrated third party.

INNOVATIVE

Complies.

Sierra manages e-payment through third-party payment processing systems and does not directly manage the transaction, handle or store any patron financial account information (credit card or bank account numbers) or otherwise process financial information. Sierra simply passes the payment amount to the payment processing service used by the library, which then controls and manages the transaction. PCI DSS applies to the security of the transaction occurring between the end user and the payment processing service which occurs outside of any Sierra software or hosted server infrastructure. Innovative's Ecommerce features currently work "out of the box" with PayPal's PayFlow Pro secure gateway service and PayFlow Link secure gateway services to integrate standard e-commerce services with the management of records of donations, fines, fees, and payments in the Innovative system. With this integration, Sierra authenticates the patron and passes payment amounts to the payment processing service. The service processes the transaction (credit card, bank debit) and returns the successfully charged amount to Sierra to record in the patron record. PayPal's PayFlow PCI DSS compliant solutions broker the financial transaction directly between the patron and the service without involving Innovative software and architecture.

10) The proposed system must be configured to accommodate at least the following database sizes and transaction loads.

	Present Level	Estimated 5-Year Growth
Bibliographic Records	89,061	+2%
Items (copies, volumes)	97,846	+4%
Patron Records	24,471	+15%
Annual Circulation	456,294	-30%
Annual Orders Placed	845	+5%
Serials Subscriptions	93	-25%
Simultaneous Staff Users	40	+3%

INNOVATIVE

Complies.

1.2.2.1 Discovery Layer

1) Public interface/discovery system.

INNOVATIVE

Complies.

2) Public discovery must have responsive design with full functionality on a mobile device.

INNOVATIVE

Complies.

3) Must be highly customizable.

INNOVATIVE

Complies.

4) Must offer patron account management capabilities.

INNOVATIVE

Complies.

5) Must support inclusion of library branding.

INNOVATIVE

Complies.

6) Must integrate electronic databases, including Novelist Plus and Novelist Select.

INNOVATIVE

Planned.

ROADMAP INFORMATION – PLEASE TREAT AS PROPRIETARY AND CONFIDENTIAL

[redacted]

END OF PROPRIETARY AND CONFIDENTIAL ROADMAP INFORMATION

7) Must integrate Ebook vendors including Overdrive and Hoopla.

INNOVATIVE

Complies.

8) Must have the capability to list library events—calendar function: location, type, audience, language.

INNOVATIVE

Planned.

ROADMAP INFORMATION – PLEASE TREAT AS PROPRIETARY AND CONFIDENTIAL

[redacted]

END OF PROPRIETARY AND CONFIDENTIAL ROADMAP INFORMATION

9) Must have the capability to create lists of staff selected materials and to propose the selection in an effective, pleasant way—customizable by the library staff.

INNOVATIVE

Complies.

10) Must have the capability to list library services.

INNOVATIVE

Complies.

The ability to list library services can be supported with a customized link in the page header.

11) Must have the capability to create blogs.

INNOVATIVE

Planned.

ROADMAP INFORMATION – PLEASE TREAT AS PROPRIETARY AND CONFIDENTIAL

[redacted]

END OF PROPRIETARY AND CONFIDENTIAL ROADMAP INFORMATION

4. Vendor Information

4.1 Background

Vendor responses to this section will be no more than three pages.

a) Provide a brief description of your company including the name(s) of its owners and/or principle officers, date of origin and/or incorporation, length of time in the library automation field, and length of time supporting the product being bid in response to this RFP.

INNOVATIVE

Innovative Interfaces Incorporated was founded in 1978 with the creation of an interface that allowed libraries to download bibliographic records into a third-party circulation system without re-keying—at the time a revolutionary, time-saving service. Since 1978, we have routinely introduced new technology to accelerate libraries' impact on the world.

Innovative launched the first truly integrated library system in the 1980s, which included a public access catalog, as well as cataloging, circulation, serials and acquisitions modules. The 1990s saw exciting changes for Innovative. The first INN-Reach system was launched, dramatically increasing the speed and cost-effectiveness of resource sharing. Over the next 10 years, Innovative continued to expand the system with Web Services technology and integrated tools such as Ecommerce. By integrating functions that surpassed expectations of the traditional ILS, Innovative kept libraries up to date as they expanded services to become more efficient and provide in-demand Web-based services. Since our earliest days, Innovative has continually strived to provide excellent customer service. The "Customer Supportal" offers Web-based call initiation and reporting and a wealth of information, training, and product tutorials.

In 2020, Innovative joined the ProQuest family of companies. ProQuest is exclusively focused on the library marketplace and partners with content holders of all types, preserving and enabling access to their rich and varied information. Those partnerships have built a growing content collection that now encompasses 90,000 authoritative sources and 6 billion digital pages, and which spans six centuries. The name ProQuest LLC has been in place since 2007, but the predecessor company has been providing products and solutions for libraries since 1938—and dates back to 1872, when R. R. Bowker launched Publishers Weekly.

Today, Innovative, a ProQuest Company, supports over 2,400 library systems and over 10,000 libraries in 66 countries. Headquartered in Emeryville, California, Innovative has a global presence—serving thousands of libraries in 66 countries and offices worldwide.

All Innovative's activities revolve around libraries. Our exclusive focus is on the development, delivery and support of leading-edge software. In support of this activity, we also provide hardware, consulting and data services for libraries. Innovative has over 40 years of experience in delivering software solutions for libraries and has a proven track record of meeting delivery commitments. Innovative provides a comprehensive range of services covering implementation and ongoing support for all our software solutions.

Innovative's sole business is the development, delivery and support of library software solutions. 100% of revenues derive from these activities.

All Innovative's activities revolve around libraries. Our exclusive focus is on the development, delivery and support of leading-edge software. In support of this activity, we also provide consulting and data services for libraries. Innovative has 41 years of experience in delivering software solutions for libraries and has a proven track record of meeting delivery commitments. Innovative provides a comprehensive range of services covering implementation and ongoing support for all our software solutions. These services include project management, installation and configuration services, customization and interfacing, data migration, training and support. Our support services include unlimited access to technical and application support offered 24 x 7 x 365 as a part of our standard support package.

b) How many full time employees work for your company?

INNOVATIVE

Innovative currently employs ~280 staff members, including more than 100 professional librarians.

c) What is the percentage breakdown of staff among sales, research and development, support, and other vendor functions?

INNOVATIVE

Support, Services, IT, Library Relations	**145**	**51%**
Customer Support	83	29%
Professional Services	45	16%
Information Technology	17	6%
Research & Development	**66**	**23%**
Product Management	9	3%
Engineering/Development	57	20%

Marketing & Sales	**35**	**13%**
Marketing	5	2%
Global Sales	30	11%
Administration, Finance	**32**	**11%**
Human Resources	**5**	**2%**
Total	**283**	**100%**

d) Identify the number and location of support personnel accessible to Menlo Park Public Library.

INNOVATIVE

Innovative employs 145 support personnel located in Emeryville (CA) and Syracuse (NY).

e) If your company is currently for sale or involved in any transactions to expand or be acquired by another organization, explain.

INNOVATIVE

Innovative is not currently for sale or involved in any transactions to expand or be acquired by another organization.

f) If your company has been involved in a reorganization, acquisition, or merger in the last five years, explain.

INNOVATIVE

In 2020, Innovative was acquired by ProQuest. The ProQuest family of companies are directly involved in libraries and information and focus on three overall areas – databases and e-resources, print books, and library technology/software. As a ProQuest business unit, Innovative is part of a cutting-edge company that has a long-term ownership view and the financial resources to invest in products, people, and a proven commitment to serving libraries' changing needs. As we shared when the acquisition closed, Innovative solutions will continue to be sold, supported, and developed.

World Headquarters • 1900 Powell St., Suite 400 • Emeryville, CA 94608 • 1+ 510 655 6200 • www.iii.com

g) If your company has been involved in the last five years in public litigation with a client or a third-party vendor related to the product that is being bid in response to this RFP, explain.

INNOVATIVE

Innovative has not been involved in the last five years in public litigation related to the product being bid.

4.2 Experience

a) Describe your company's experience in providing automation services to public libraries. Be specific.

INNOVATIVE

Innovative Interfaces is dedicated to providing leading technology solutions and services that empower libraries and enrich their users worldwide. Innovative offers one of the broadest and most complete portfolios of library automation products on the market today. Innovative serves the global library community and is focused exclusively on the library marketplace. Innovative provides more than 2,400 library systems installed in 9,500 libraries, spanning the globe in 66 countries. The proposed solution, Sierra, is a fully developed Library Services Platform that has been implemented in over 600 implementations serving over 1500 libraries around the world.

Innovative has been delivering leading library solutions since 1978. Since then, Innovative has been an industry leader in developing software to meet the evolving needs of libraries. With the recent acquisition of Innovative by Proquest, Innovative has expanded resources to deliver an even more extensive array of solutions to libraries worldwide.

b) Describe your position in the ILS/LMS marketplace.

INNOVATIVE

All Innovative's activities revolve around libraries. Our exclusive focus is on the development, delivery and support of leading-edge software. In support of this activity, we also provide consulting and data services for libraries. Innovative has over 40 years of experience in delivering software solutions for libraries and has a proven track record of meeting delivery commitments. Innovative provides a comprehensive range of services covering implementation and ongoing support for all our software solutions.

c) How many years has your company worked within the library automation industry?

INNOVATIVE

42 years, since December 1978.

d) Describe your company's commitment to product development in the last five years.

INNOVATIVE

Innovative uses the Agile method of software development which promotes development, teamwork, collaboration, and process adaptability throughout the lifecycle of the project. A key factor in Agile development is to provide iterative development that is responsive to customer needs rather than fixing long-term feature lists. Innovative's Idea Lab is a part of this development methodology, providing customer input in determining features to be included in coming releases.

Agile development principles include:

- Iterative, incremental and evolutionary: Agile methods break tasks into small increments. Iterations are short time frames that typically last from one to four weeks. Each iteration involves a cross-functional team working in all functions: planning, requirements analysis, design, coding, unit testing, and acceptance testing. At the end of the iteration a working product is demonstrated to stakeholders. This minimizes overall risk and allows the project to adapt to changes quickly. An iteration might not add enough functionality to warrant a market release, but the goal is to have an available release (with minimal bugs) at the end of each iteration.
- Efficient and face-to-face communication: No matter what development disciplines are required, each agile team contains a customer representative, e.g. Product Owner in Scrum. This person is appointed by stakeholders to act on their behalf and makes a personal commitment to being available for developers to answer mid-iteration questions. At the end of each iteration, stakeholders and the customer representative review progress and re-evaluate priorities with a view to ensuring alignment with customer needs and company goals.
- Very short feedback loop and adaptation cycle: A common characteristic of agile development are daily status meetings or "stand-ups", e.g. Daily Scrum (Meeting). In a brief session, team members report to each other what they did the previous day, what they intend to do today, and what their roadblocks are.
- Quality focus: Specific tools and techniques, such as continuous integration, automated unit testing, pair programming, test-driven development, design patterns, domain-driven design, code refactoring and other techniques are used to improve quality and enhance project agility.

- Iterative vs. Waterfall: One of the differences between agile and waterfall—our old development model—is that testing of the software is conducted at different stages during the software development lifecycle. In the Waterfall model, there is always a separate testing phase near the completion of an implementation phase. However, in Agile testing is usually done concurrently with coding, or at least, testing jobs start in early iterations.

Through our Agile development practices, Innovative has been producing a steady release train for Sierra with two major releases each year.

e) Describe your company's plan for the product development for the next three years.

INNOVATIVE

Innovative is committed to a long-term product roadmap of new technology. This roadmap is deeply seeded in our Idea Lab where customers submit ideas for potential inclusion in our development plan. Through our Agile development processes, Innovative is poised to provide continuous delivery of new features and enhancements.

Innovative publishes Product Status Boards that offer real-time status of our roadmap features. https://portal.productboard.com/iii/

Use the tabs across the top of the page to navigate to the product roadmap you want to view.

Note that the agile development methodology is designed to be adaptive to evolving technology and customer demands. Because of this, Innovative does not adhere to a rigid 5-year plan, but rather evolves development priorities across a 12-18-month window.

f) How long has the product that you are bidding in response to this RFP been actively marketed?

INNOVATIVE

Sierra has been actively marketed since 2012.

g) How does your company actively participate in the development and use of industry standards?

INNOVATIVE

In order to remain at the forefront of the ever-changing nature of the ILS industry, Innovative remains abreast of potential standards and technological advances that have not yet been officially approved or completed. Innovative also proactively serves on committees for the development of many new standards. Innovative Interfaces is a voting member of NISO and an active member of the Z39.50 Testbed and Implementors Groups.

4.3 Product & Customers

a) Name the product that you will bid in response to this RFP and describe it in several succinct paragraphs.

INNOVATIVE

The product we are proposing is the Sierra ILS.

As current Sierra users, you are already familiar with the breadth and depth of functionality it provides for managing all aspects of library operations. Sierra provides a powerful, modern foundation upon which to build the future of your library by combining complete functionality with the power and scale of an open services platform. Sierra offers trusted business logic and flexible workflow support through a unified staff application for circulation, cataloguing, acquisitions, patron management, serials handling, and accounting management. Sierra uses a PostgreSQL database, supports all relevant interoperability standards and includes APIs, offering the flexibility libraries need to interface with external systems and to customize service offerings and meet evolving needs.

The Innovative solution provides comprehensive functionality across all aspects of library operations, unifying operations within one efficient library services platform. This includes all the listed functional components as detailed below:

- **Acquisitions and Document Supply:** Acquisitions, Electronic Data Interchange, fund accounting along with flexible reporting and management tools, help facilitate a cost-effective ordering, invoicing, receiving, and claiming process. Serials control features include a complete range of tools to manage all types of electronic and print serials publications - eJournals, newspapers, magazines, government documents, monographic series and more. Workflows include management of the full e-resource lifecycle, from trials through licensing and activation. For print serials, whether a publication has a regular or irregular pattern, advance sheets, cumulations, pocket parts, supplements, it can all be handled with Sierra's print Serials workflows. Regardless of the nature of the item – born digital or print – and the type of acquisition – database subscription, package plan, donation, purchase, etc. – the Sierra application provides a fully integrated set of tools for managing the workflow from collection development and selection to ordering, receiving and payment. Reports throughout the process provide the type of business information needed in order to ensure the necessary controls and tracking. The Acquisitions staff workflow provides the necessary flexibility needed to adapt to local practices for the ordering, payment, and receiving of materials. Integration of Web-based services provides desirable on-screen tools that aid staff throughout the process.
- **Metadata Management:** Sierra Cataloguing functions represent one of the most comprehensive Cataloguing tools in the library industry. Sierra's rapid keyboarding is designed to minimize the number of mouse clicks and pop-up windows, and user-created predefined templates eliminate repetitive input. Sierra Cataloguing features record maintenance, data import and export, powerful editing and updating tools, full MARC-based Authority Control, holdings and item management and Reporting. In addition, Sierra supports many different record formats and languages.

- **Fulfilment/Circulation:** Sierra Circulation provide simple setup of patron accounts and loan rules, fine parameters and payment, checkin and checkout, renewals, holds management, recalls and paging, notice production, in-house circulation usage tracking, rentals, reporting, alerts, expirations, offline circulation, and all other aspects of your circulation processes minimizes the burden on staff and gives them the power to maximize efficiency. Several options exist for streamlined checkout, including an optional SIP2 interface. Alternatively, Innovative's optional Express Lane self-check software allows patrons to check out their own materials from a dedicated self-check workstation, and thus frees up circulation staff for other pertinent tasks. Sierra also includes a full feature Bookings application for the advanced scheduling of resources, including rooms, equipment, and library material as well as fully integrated Interlibrary Loans capabilities.
- **Document Delivery:** Sierra includes fully integrated ILL and document delivery workflows that allow management of user ILL requests and fulfilment processes for ILL direct from partner libraries or through services like the BLDSS and OCLC. ILL processes are fully integrated with Sierra circulation and acquisitions functions. With support for the NCIP protocol, Sierra can also interface with other UILL solutions supporting NCIP to provide integrated circulation of ILL materials to patrons. Sierra automatically creates a temporary item record for each ILL to manage circulation to the user. All ILL activity is tracked through the Sierra patron record, allowing users to view ILL requests as well as local hold requests and for all fines and fees associated with ILLs to appear on the same notices as local fines. ILL integrates with Acquisitions for billing of shipping and processing costs where applicable.
- **Analytics:** Sierra provides complete reporting capabilities as a standard part of the base system: Web Management Reports for a wide variety of standard system-generated data reports; Create Lists for the most flexible custom report generation possible, which are driven completely by the user; and Sierra Statistics for comprehensive statistical analysis. All of these are developed and maintained by Innovative interfaces as integrated components of Sierra; each comes complete with a site license, allowing the Library to determine any and all authorized staff that needs to make use of them.
- **Integration:** All your integration requirements can be met with Sierra's APIs and interfaces that are included in the Sierra application now and are in use by other libraries around the world. Innovative has designed Sierra as an open system. Support for protocols like SIP2, NCIP, ISO ILL protocols and EDIFACT provide out-of-the-box interoperability with external systems while Sierra's RESTful APIs allow easy integration with your local applications, including Lyngsoe IMMS.
- **Administration:** Sierra provides authorized users with access to hundreds of system settings and parameters from the Admin menu of the graphical Sierra staff client. Through this menu users can configure things like Days Closed, Loan Rules, and the text of notices quickly and easily. Any changes are applied immediately in real time. Other configuration options are managed through the Sierra Administration Application, a web-based graphical user interface that lets you configure system parameters and settings, library policies, user preferences and permissions and more.

b) State the dates and general content of the last three general releases or major upgrades of that product.

INNOVATIVE

Sierra 5.2 was released in September 2020 and included more improvements to Create Lists functionality and improved accessibility in My Account as well as new API endpoints.

Sierra 5.1 was release in February 2020 and included the ability to export loan rules in CSV format and new API endpoints.

Sierra 5.0 was released in September 2019 and included printing or emailing due slip, improvements to Create Lists functionality and new API endpoints.

c) How many customers are currently running production versions (not experimental or test versions) of the product?

INNOVATIVE

There are currently 740 Sierra installations.

d) List public libraries of similar size and characteristics to Menlo Park Public Library that are currently using the product. Identify a central contact person for each, including name, address, telephone number, and email address.

INNOVATIVE

Delaware County Libraries
340 N. Middletown Road
Fair Acres Building 19
Media, PA 19063
Kristin E. Suda
Circulation Services Coordinator
610-891-8622
ksuda@delcolibraries.org

Thousand Oaks Library System
1401 East Janss Road
Thousand Oaks, CA 91362
Samantha Yeung
Library Division Manager
805-381-7332
syeung@tolibrary.org

Saint Paul Public Library 90 West 4th Street
Saint Paul, MN 55102
Lisa Motschke
Technology Manager
651-266-7059
lisa.motschke@ci.stpaul.mn.us

4.4 Custom Code

a) If customized code is required, this source code must be provided to the Menlo Park Public Library as well as kept by the vendor and must be fully documented,

INNOVATIVE

Customized code is not required.

4.5 Vendor contacts

a) Describe any user groups or user community resources for the product.

INNOVATIVE

Peer support is provided through a very active users group. The Innovative Users Group is an independent international organization of member libraries who use Innovative Interfaces software. The IUG is led by the Steering Committee whose members are elected by the general membership. It consists of a Chair, Vice Chair/Chair Elect, Past Chair, Secretary/Treasurer, and five Members at Large. All members of the Steering Committee volunteer their services to the organization. Innovative Users Groups contribute valuable input into the product development process. Product enhancement requests and suggestions are presented to Innovative annually through the balloting process of the independent Innovative User Group (IUG). Members suggest enhancements to the body at large, a preliminary ballot is posted on the IUG web site, members vote on the ballot, and balloting results are then forwarded to Innovative for development consideration. For more details see http://innovativeusers.org/.

From the IUG website:

The IUG meets one time each year at the annual IUG Conference in the spring. Each annual conference consists of a one-day Pre-Conference for new users and three days for all users. Over 140 sessions are held throughout the conference ranging from general interest to specialized topics. Ample opportunities are given to meet and share ideas with other librarians from all types of libraries and from around the world. Programs are prepared by individuals from member libraries and members of the Innovative Interfaces staff. Vendors who have products which work with Innovative's system are invited to exhibit and share in some programs. Guidelines are available on the IUG web site for those persons who would like to present a program at the annual conference.

All conferences are open to customers of Innovative Interfaces. Potential customers of Innovative should contact their sales representatives if they wish to attend.

Conference locations vary from year to year. We explore potential venues with the goal of ensuring that our conferences are spread around the United States yet keeping it affordable for libraries and librarians.

The IUG supports many regional and special interest groups.

Attachment B – System Functionality Worksheet

Critical Requirements	Vendor response
1.2.2.1 ILS/LSP	
14) Standards	
a. Must support MARC21 and RDA data.	Complies
15) Integration	
a. Must support SIP2 and include an unlimited number of connections to SIP2 systems. Must support NCIP.	Complies
b. Must support EZProxy integration.	Complies
c. Must integrate with Envisionware Print Release software.	Complies
d. Must integrate with RFID Automated Materials Handling system.	Complies
16) Initial Training	
a. Must provide training for all modules purchased (including onsite or live online training)	Complies
b. Training manuals for all modules must be provided. INNOVATIVE Because your library is already using Sierra, the considerable expenses associated with implementing new software are eliminated. In migrating to a new system, there are data migration costs (with the good chance that some data cannot be migrated and will be lost), system configuration costs and the time and expense of retraining staff. Our solution removes the need for these added expenses and frees up resources for analyzing workflows to improve staff efficiency. Innovative is proposing the continuation of your current Sierra system. All software will continue functioning as it does now, with 100% of data retained, 100% of functionality available and 100% of current integrations continuing in operation without any interruption. Continuing with Sierra not only eliminates the risks involved in new system implementation but also provides dramatic cost savings. Our offer includes 10 hours of on-line training which can be used for Workflow Consulting or refresher training for your staff. In addition to the 10 hours of on-line training, our Sierra Hosted Success Bundle implementation will also include training for Sierra System Administration training (6 hours) as well as WebPAC Administration training (3 hours)	Complies
17) Migration and Implementation Services Requirements	
a. Vendor must migrate the library's present databases to the proposed system.	Complies

b. Migration must include: Bibliographic data, MARC records, Holdings and Item records, Patron data, Active circulation data, Active acquisitions data if available and Authority records if possible.	Complies
c. Vendor must perform a test migration, allowing the library to review and approve data, before performing a final migration.	Complies
d. Vendor must provide instructional and consultation services to MPL staff in the extraction of data from the current system as an included no-charge part of the contract. INNOVATIVE One of the many benefits of staying with Sierra is that Innovative will do the extraction of data at no cost as part of the standard implementation.	Complies
18) Ongoing Customer Support Services Requirements	
a. Must offer evening and weekend support for emergency issues.	Complies
b. Telephone support for non-critical issues must be available during standard business hours (Pacific time.)	Complies
c. System documentation must be provided.	Complies
d. Online help must be available for all modules purchased.	Complies
19) Cataloging	
a. Must allow loading of bibliographic records with flexible match, merge, and overlay tools.	Complies
b. Must support numbered and named labels for MARC tags in editing screens. Must support Authority records and provide an Authority Control solution.	Complies
20) Circulation	
a. Must allow library to independently configure basic circulation functions, such as days closed, due dates, and fines.	Complies
b. Vendor must have remote circulation and inventory functions that staff can use from any device with an internet connection.	Complies
c. Must integrate with a portable scanner for both circulation and inventory.	Complies
21) SMS Notifications	
a. Must automatically deliver text messages (with patron opt-in/opt-out) for hold pickup, fines, overdue, and user announcements.	Complies
b. SMS messaging system must be carrier-agnostic.	Complies
22) Acquisitions	
a. Must support automatic order creation from vendor-supplied MARC records with embedded data in 9XX fields.	Complies
b. Must accommodate flexible fund structures and track encumbrances.	Complies
c. Must allow order creation, material receipt, claiming and all other functions for tracking of ordered materials.	Complies
d. Must support an unlimited number of material types/formats, fund accounts, vendor records, order records, claims and transactions, without an added cost.	Complies
23) Reporting	

a. Must allow creation and scheduling of reports for all user, circulation, fines, payments, holds, bibliographic and usage data.	Complies
24) Staff client(s)	
a. Must offer offline client.	Complies
b. Must offer a request/ILL module.	Complies
c. Must offer circulation and inventory functionality accessible from mobile devices.	Complies
25) The successful proposal *must include documentation* on these components:	
I. Patron notification system that supports email, automated telephone and text messaging notices for holds, overdue materials and other patron events and activities or demonstration of ability to work with third party vendor to support the same. INNOVATIVE Sierra provides the ability to send notices to patrons by means of email or print, as well as by telephone, and by RSS if the Library has acquired the My Record feeds product. Notices may be compiled and printed as often as the Library finds necessary. For orderly administration, Innovative recommends that notices be printed once a day. Sierra supports the following types of notices: ▪ **Overdue notices:** Automatically prepared each night when the system scans the file of items checked out. ▪ **Overdue notices for missing and claimed returned items:** Automatically generated when an item is marked lost or is not returned. Adjustment generated when an item is returned after a replacement bill has been issued. Items marked as claimed returned can continue to send overdue notices until a replacement fee is added to a patron account. ▪ **Hourly overdues:** Prepared by the system on demand. ▪ **Recall notices:** Automatically prepared by the system when an item is recalled as part of the placing of a hold. ▪ **Hold pickup notices:** Automatically prepared during checkin of an item with holds. ▪ **Hold cancellation notices:** Automatically prepared when the hold shelf is cleared, or when an item with holds is reported as missing or claimed returned. May also be produced as needed by an authorized operator. ▪ **Paging notices:** Prepared when a hold is placed on an item that is available at another location. ▪ **Bills and fine notices:** Fines are automatically prepared by the system when an overdue item is returned. Bills are automatically prepared by the system when an overdue item is not returned within a Library-specified time period, or when an item is reported as lost.	Complies

Fines and bills can also be produced manually by an authorized operator. ▪ **Summary of all outstanding bills and fines:** Prepared and printed on demand. Notices may be printed for all patrons, or select patrons based on patron record number range, patron type, total amount owed, invoice number or Boolean review file. ▪ **Statements of checked out items:** A summary of all items checked out to patrons, including virtual item checkouts (ILL and INN-Reach items). ▪ **Statements of charges:** Summary of all outstanding money owed by patron(s). ▪ **Courtesy Notices:** to inform patrons that their items are almost due. ▪ **Fine payment receipt:** after money is collected from a patron or the patron's fines are waived.	
II. Integration with patron access terminal client software for management of public computer and meeting room scheduling. INNOVATIVE Any facilities, equipment types or material types can be managed through Sierra Booking capabilities. Each item/facility/resource to be booked needs to have an item record identifying the resource with an item type allowing booking. Sierra manages library resources by maintaining an item record for each resource with a unique barcode or RFID tag and a library-defined item type assigned to each. All circulation policies are fully under the control of the library, letting you define the loan and renewal periods, fine/fee structures, request/hold policies, advance booking options and many more. All standard circulation functions are fully supported, including checkout, check-in, renewal, request/reservation and circulation of e-books from Overdrive and Content Café, and fully integrated advance booking. For example, a user can use Sierra's Booking capabilities to reserve a laptop or a meeting room for a specific future date, and Sierra will automatically block out time required to check and prepare the room or equipment based on library-defined parameters for each type of resource. A visiting researcher could also book research materials of interest during specific dates. Equipment bookings can also be linked to scheduled events, for example a booking for a room and a projector. Sierra provides full control over how Bookings function in your system, including which patron types are allowed to book items, which materials/equipment/facilities are bookable, required preparation/review and inspection/release timeframes, required transit time (where applicable), booking limits and more. Self-bookings can be enabled for all bookable items or can be enabled only for specific Item Types, Locations or other library-defined criteria. You can also specify which patron types are allowed	Complies

to self-book. In the parameters you can also determine the maximum number of bookings a patron can have at one time.

Sierra lets you control the material types that are bookable. Because booking is for a specified time period, this can be performed when materials are on-shelf or checked out but is dependent on the booking schedule and any prior conflicting bookings. Each library can determine which item types are bookable and set the policies for booking in Sierra's Loan Rules, allowing local control on what items they wish to make available for booking and to whom.

With Sierra, materials can be booked for hours, days, weeks, and months. Bookings can be placed for a specific resource (piece of equipment, room, etc.) or any equivalent piece of equipment that might be available. When you place a booking, you can configure Sierra to create additional bookings on the item at specified intervals. For example, you can configure Sierra to create additional bookings for the same time of day for a given number of days in a row or for the same day and time for a given number of weeks in a row. You can place up to 400 bookings on an item record or for a patron record.

Bookings can be set for different time periods for different types of material and different resources (e.g. a booking for a study carrel may be for 4 hours whereas a booking for a short-loan book may be for 12 or 24 hours). All such time intervals are determined by the Library. Sierra allows advance booking of materials designated by the library as "bookable."

With Materials Bookings, you can also create events that can be used to link the different bookings placed for a patron. For example, you might create an event to link all the bookings associated with a professor's course. An event must be associated with a booking.

Materials Booking functions are completely integrated with both Sierra Circulation and Discovery. Materials Booking offers streamlined workflow and self-service booking functionality, as well as event-oriented bookings management and generation of booking slips. A graphical calendar displays the availability of items in both the staff interface and discovery interface. All booking information is maintained during the period that the item is checked out to the patron who placed the booking. Full statistical reporting capabilities are available.

System-Generated Booking Slips

Authorized staff can print booking slips for all locations, or for selected locations. Booking slips can be printed for the current and following day's bookings, or for a specified time period. Each booking slip contains the title, call number, and barcode of booked item; the name of the patron booking

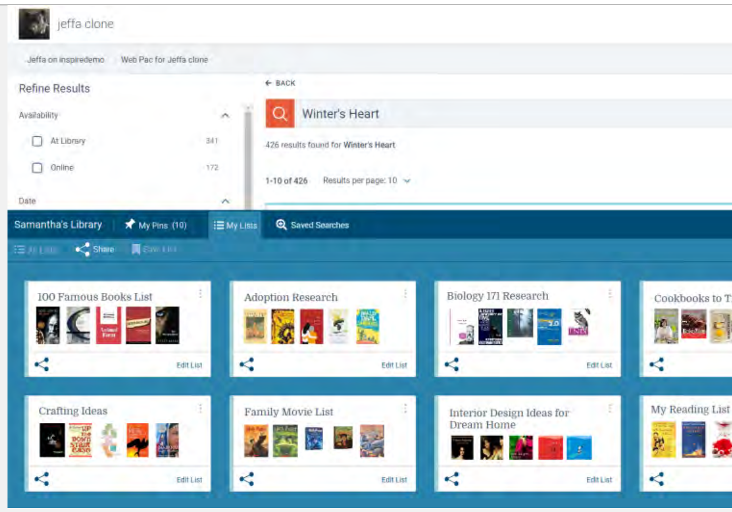
the item; the beginning and end date for the booking period(s); and any booking notes, delivery and/or pickup information. Sierra prints three types of booking slips: ▪ Patron Pickup Slips: For items the patron is responsible for picking up and returning. These alert the Library to prepare the items. ▪ Library Delivery Slips: For items the Library is responsible for delivering (whether or not the Library is also responsible for pickup). ▪ Library Pickup Slips: For items the Library is responsible for picking up. **Comprehensive Statistics** Sierra automatically produces a detailed analysis of booking activity. An operator can select the time period (e.g. yesterday, year-to-date, etc.), the location(s), and the type of analysis (e.g. by patron codes, item codes, call number, statistical categories, etc.) to be covered.	
III. Federated Search component. INNOVATIVE **ROADMAP INFORMATION – PLEASE TREAT AS PROPRIETARY AND CONFIDENTIAL** [redacted] **END OF PROPRIETARY AND CONFIDENTIAL ROADMAP INFORMATION**	Development
IV. Open URL (Uniform Resource Locator) resolution that contains metadata for use primarily by libraries. INNOVATIVE Our offer includes the WebBridge Link Resolver. WebBridge allows the configuration of link display as well as preferred order of links. The Innovative solution can also accommodate any standards-based link resolver solution, allowing the use of another OpenURL Link Resolver of your choice.	Complies
V. RFID (Radio-Frequency Identification) compatible.	Complies

INNOVATIVE Sierra features an assortment of product options for smooth integration with Radio Frequency Identification (RFID), enabling checkout and checkin, security, shelf lists and inventory control, wireless updating, and patron self-service solutions. Sierra supports all-RFID solutions as well as RFID with EM (electro-magnetic) for theft protection. Sierra can utilize any type of library card including those with RFID, chip, magnet stripe and barcodes on them in combination with RFID item tags. RFID technology from the RFID vendor embeds the barcode or item identifier into the RFID chip. Standard scanning methods for reading the item ID from the chip (provided by the RFID vendor) provide access to the item record, including addition of the barcode to the record. No separate interface is required by the Innovative system. A Library's chosen RFID system supplier typically shows all the compatibility options as features of the RFID system, and the necessary RFID vendor interface points to Sierra. Many libraries implement RFID without involving Innovative to any great depth. This allows libraries to select from many capable suppliers.	
VI. Extendable support to multiple branch, satellite or unit locations. INNOVATIVE Sierra is supported in consortium configurations that allow close sharing of common data, while retaining autonomy over local data within each individual institution by providing library-specific parameters and settings that allow each library full control over circulation policies, user management, and access controls. Sierra has been implemented in shared environments by consortia of varying sizes, including a single large implementation for all public libraries in Ireland, numerous academic consortia across the USA, and mixed public/academic consortia in the US and Europe. Sierra manages consortium searching and display through Scopes. Scopes are subsets of the records in your system's database that are defined by scope rules, a series of data tests, most commonly of location codes. Within the consortium database, each Scope limits search and retrieval to a specific location-based subset, effectively creating what behaves as a separate catalog for each library. Because Scopes can be applied to staff searching as well as public searching, Scopes also control access to local data like order and item information, completely restricting access to these data types for viewing/editing to the library's own staff. Libraries can manage acquisitions and circulation activities independently while enjoying the benefits of shared cataloging and resource sharing. In a consortium environment, bibliographic and authority data is typically shared while item and holdings information is managed by each institution separately. Sierra typically maintains a single patron record for a patron that	Complies

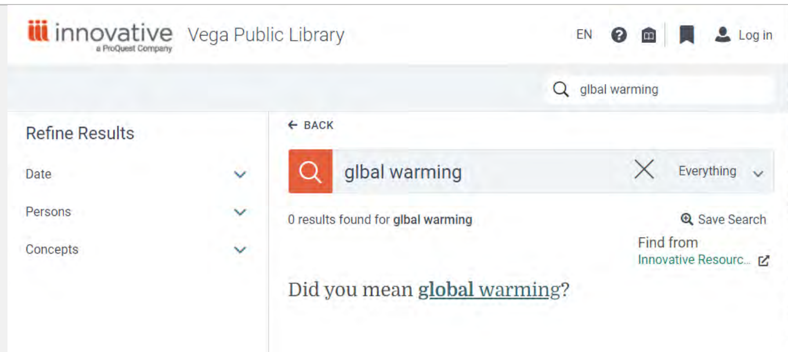
is used throughout the consortium. The patron record can contain multiple barcodes, or a single common barcode as required for the participating libraries. The system can also record multiple university identification numbers if required. All the patron's activities across the consortium are managed in the single patron record, with management of notices, fines and fees being managed by the individual libraries. In a consortium configuration, Sierra includes an item field for "Agency" to identify each administratively separate institution sharing the system. This allows simplified scoping, searching and reporting for individual institutions, as well as tracking reciprocal borrowing statistics among the participating institutions. Each Agency has its own defined locations within the institution. Sierra has an extremely flexible system for recording each library's circulation policies that is based on a matrix of Location, Patron type and Item type. Sierra can support a virtually unlimited number of locations; this structure allows a unique set of circulation policies to be established for each authority or even each individual library if this is required. Where borrowing is allowed by users of other libraries, Sierra manages requesting, item routing and even in-person circulation for users in all libraries according to the library-defined policies among all the libraries.	
VII. OPAC that includes: INNOVATIVE Innovative has launched Vega Discover, our new discovery solution designed expressly to meet the needs of public libraries. By integrating the core features of the traditional ILS with a linked data model that not only leverages, but moves beyond BIBFRAME, we are bringing to market the new standard in library resource data management that uncovers formerly disconnected data relationships for the benefit of the entire library ecosystem. Our linked data standard will enrich the discovery experience and extend the types of resources offered by the library, while streamlining key administrative workflows. Because this is an entirely new way to develop, our responses may not perfectly align with your desired responses in some cases. Please note this is not because the outcome can't be achieved, but because we are designing a modern, agile solution that more precisely reflects the evolving needs of your patrons and library staff. Note that as a current Sierra user WebPAC will still be available to you.	Complies
VIII. Patron self-service for both charging and discharging materials either within the ILS/DS (LSP) or demonstrated support for third party client	Complies

INNOVATIVE Sierra supports industry standards like SIP2 and NCIP and provides RESTful APIs to enable integration of third-party systems and services for patron self-service. This allows integration of barcode and RFID self-checkout systems, return chutes, security gates, third-party ILL solutions and even print management and locker systems to allow your students direct access to these library services with their library/student ID.	
IX. Online and Credit Card payment methods must be available to users through the client or with demonstrated third party. INNOVATIVE Sierra manages e-payment through third-party payment processing systems and does not directly manage the transaction, handle or store any patron financial account information (credit card or bank account numbers) or otherwise process financial information. Sierra simply passes the payment amount to the payment processing service used by the library, which then controls and manages the transaction. PCI DSS applies to the security of the transaction occurring between the end user and the payment processing service which occurs outside of any Sierra software or hosted server infrastructure. Innovative's Ecommerce features currently work "out of the box" with PayPal's PayFlow Pro secure gateway service and PayFlow Link secure gateway services to integrate standard e-commerce services with the management of records of donations, fines, fees, and payments in the Innovative system. With this integration, Sierra authenticates the patron and passes payment amounts to the payment processing service. The service processes the transaction (credit card, bank debit) and returns the successfully charged amount to Sierra to record in the patron record. PayPal's PayFlow PCI DSS compliant solutions broker the financial transaction directly between the patron and the service without involving Innovative software and architecture.	Complies.
1) Relevance ranking INNOVATIVE Vega Discover uses powerful relevance-ranking algorithms to find exactly what the user wants for both known item and open-ended searches. For known item searches, our goal is to display the title the user entered as the first item in the search results list whenever possible. To this end, we have developed special algorithms for handling single word serial and monograph titles – known items – such as “Science” or “Nature” to insure they are visible immediately. Vega Discover also allows the	Complies.

	user to search using specific known-item identifiers, such as ISBN, ISSN, or other standardized numbers, without resorting to using an advanced search. The user simply types what they want to find, and Vega Discover brings back the best matching results. Open-ended searching is just as easy in Vega Discover. The user can enter any terms and the relevance-based search algorithms will bring back the best matching results, regardless of whether the terms entered are an author, subject, title, or some combination of the above. There are a variety of factors that affect relevancy in Vega Discover: ▪ If a term is found in a prioritized field like Title, the relevance score will be higher than if that term were found in a secondary field, such as description. ▪ If a term is found multiple times within an object, then the score is higher. ▪ If a term is used infrequently in the field where it was found, it is assigned a higher score. ▪ If there are more matched terms in an object, a higher score will be assigned. That said, due to the previous points, a record with only one match doesn't mean automatically mean that that record will have a lower score than a record with two matches that occur in other fields.	
	2) Patron controlled lists and reviews INNOVATIVE **Lists** Items can be saved to the Bookmarks tab on My Bookshelf for later use. You can also create your own lists to organize your saved items. For example, you might want to create a list for cookbooks, a list for pleasure reading, and a list for DVDs.	Complies

	 **Reviews** Patron submitted reviews are supported with Syndetics Unbound. Syndetics Unbound helps you engage patrons and connect them with more of your collection. Elements available within Unbound such as Summary, About the Author, Reviews, and Recommendations lead readers to their next favorite read. Transform patron's experience with the interactive exploration and serendipitous discovery available with Syndetics Unbound.	
	3) Holds and requests components INNOVATIVE Your library can allow patrons to request items while searching Vega. The ability to request items is highly customizable; the library can limit patron requests to certain statistics groups, item types, item locations, available items, patron types, etc. If you allow patron requesting, Vega offers the **Place Hold** button. When a patron requests an item, a hold can be generated from the request. Your library specifies whether the library staff should review and approve each request or whether the system should automatically process requests and generate holds. If you choose automatic patron request processing, the system requires patron verification, as it must locate the patron record in order to place a hold on an item.	Complies.
	4) RSS feeds INNOVATIVE You can use the My Record Feeds product to offer patrons an RSS feed of patron-specific information, for example, indicating that	Complies

	materials are ready for pickup or are due soon. WebPAC displays the information feed using a complex and unique identifier to ensure only the patron will view the relevant feed.	
	5) SMS INNOVATIVE Using SMS Alerts will allow your patrons to receive mobile phone text messages as a supplement to certain circulation notices. Patrons can receive the following types of SMS alerts: ▪ Courtesy ▪ Hold Pickup ▪ Hourly Overdue ▪ Overdue Patrons can also renew their items via text message.	Complies.
	6) Customizable interfaces for a youth catalog INNOVATIVE Innovative welcomes Menlo Park Library to provide their input regarding a youth catalog as we develop the product.	Planned
	7) Online patron registration INNOVATIVE Patron self-registration is supported and allows patrons to self-register online for library privileges. The library can customize the self-registration form. After the patron completes the entry form and clicks Submit, the system generates a patron record based on your library's template settings. The system assigns the new patron a temporary barcode.	Complies
	8) Spell Check INNOVATIVE The "Did You Mean?" feature suggests close matches to the search term if no results are found.	Complies.

	
9) Patron Submitted Reviews INNOVATIVE Patron submitted reviews are supported with Syndetics Unbound. Syndetics Unbound helps you engage patrons and connect them with more of your collection. Elements available within Unbound such as Summary, About the Author, Reviews, and Recommendations lead readers to their next favorite read. Transform patron's experience with the interactive exploration and serendipitous discovery available with Syndetics Unbound.	Complies
1.2.2.1 Discovery Layer	
1) Public interface/discovery system.	Complies
2) Public discovery must have responsive design with full functionality on a mobile device.	Complies
3) Must be highly customizable.	Complies
4) Must offer patron account management capabilities.	Complies
5) Must support inclusion of library branding.	Complies
6) Must integrate electronic databases, including Novelist Plus and Novelist Select. INNOVATIVE **ROADMAP INFORMATION – PLEASE TREAT AS PROPRIETARY AND CONFIDENTIAL** [redacted] **END OF PROPRIETARY AND CONFIDENTIAL ROADMAP INFORMATION**	Planned
7) Must integrate Ebook vendors including Overdrive and Hoopla.	Complies
8) Must have the capability to list library events—calendar function: location, type, audience, language.	Planned

INNOVATIVE **ROADMAP INFORMATION – PLEASE TREAT AS PROPRIETARY AND CONFIDENTIAL** [redacted] **END OF PROPRIETARY AND CONFIDENTIAL ROADMAP INFORMATION**	
9) Must have the capability to create lists of staff selected materials and to propose the selection in an effective, pleasant way—customizable by the library staff.	Complies
10) Must have the capability to list library services. INNOVATIVE The ability to list library services can be supported with a customized link in the page header.	Complies
11) Must have the capability to create blogs INNOVATIVE **ROADMAP INFORMATION – PLEASE TREAT AS PROPRIETARY AND CONFIDENTIAL** [redacted] **END OF PROPRIETARY AND CONFIDENTIAL ROADMAP INFORMATION**	Planned
5. <u>System Specifications</u> – details	
5.10 <u>General Specifications</u>	
a) Patron notification system that supports email, automated telephone and text messaging notices for holds, overdue materials and other patron events and activities or demonstration of ability to work with third party vendor to support the same.	Complies
I. Identify the auto-dialer compatibility with VOIP (Voice over Internet Protocol) INNOVATIVE Telephone notification is supported through an interface with TalkingTech's iTiva solution and supports VOIP.	Complies

II. Identify the number of dedicated phone lines required by the auto-dialer system INNOVATIVE We have quoted a total of two lines; one in and one out.	Complies
b) Integration with patron access terminal client software for management of public computer and meeting room scheduling.	Complies
c) Federated Search component	Development
I. Describe how the federated search integrates into the OPAC, with locally held digital resources, and state and consortia resources. INNOVATIVE **ROADMAP INFORMATION – PLEASE TREAT AS PROPRIETARY AND CONFIDENTIAL** [redacted] **END OF PROPRIETARY AND CONFIDENTIAL ROADMAP INFORMATION**	Development
d) Open URL (Uniform Resource Locator) resolution that contains metadata for use primarily by libraries	Complies
e) RFID (Radio-Frequency Identification) compatible.	Complies
f) Extendable support for multiple branch, satellite and unit operations.	Complies
I. Describe how the system differentiates and hosts multiple collections and locations. INNOVATIVE Sierra is supported in consortium configurations that allow close sharing of common data, while retaining autonomy over local data within each individual institution by providing library-specific parameters and settings that allow each library full control over circulation policies, user management, and access controls. Sierra has been implemented in shared environments by consortia of varying sizes, including a single large implementation for all public libraries in Ireland, numerous academic consortia across the USA, and mixed public/academic consortia in the US and Europe. Sierra manages consortium searching and display through Scopes. Scopes are subsets of the records in your system's database that are defined by	Complies

scope rules, a series of data tests, most commonly of location codes. Within the consortium database, each Scope limits search and retrieval to a specific location-based subset, effectively creating what behaves as a separate catalog for each library. Because Scopes can be applied to staff searching as well as public searching, Scopes also control access to local data like order and item information, completely restricting access to these data types for viewing/editing to the library's own staff. Libraries can manage acquisitions and circulation activities independently while enjoying the benefits of shared cataloging and resource sharing. In a consortium environment, bibliographic and authority data is typically shared while item and holdings information is managed by each institution separately. Sierra typically maintains a single patron record for a patron that is used throughout the consortium. The patron record can contain multiple barcodes, or a single common barcode as required for the participating libraries. The system can also record multiple university identification numbers if required. All the patron's activities across the consortium are managed in the single patron record, with management of notices, fines and fees being managed by the individual libraries. In a consortium configuration, Sierra includes an item field for "Agency" to identify each administratively separate institution sharing the system. This allows simplified scoping, searching and reporting for individual institutions, as well as tracking reciprocal borrowing statistics among the participating institutions. Each Agency has its own defined locations within the institution. Sierra has an extremely flexible system for recording each library's circulation policies that is based on a matrix of Location, Patron type and Item type. Sierra can support a virtually unlimited number of locations; this structure allows a unique set of circulation policies to be established for each authority or even each individual library if this is required. Where borrowing is allowed by users of other libraries, Sierra manages requesting, item routing and even in-person circulation for users in all libraries according to the library-defined policies among all the libraries.	
g) OPAC that includes:	
I. Relevance ranking	Complies
II. Patron controlled lists and reviews	Complies
III. Holds and requests components	Complies
IV. RSS feeds	Complies
V. SMS	Complies
VI. Customizable interfaces for a youth catalog	Planned
VII. Online patron registration	Complies
VIII. Spell Check	Complies
IX. Patron Submitted Reviews	Complies
h) Identify the maximum number of simultaneous OPAC users allowable, based on normal configuration.	Complies

INNOVATIVE Vega supports an unlimited number of simultaneous users.	
i) Patron self-service for both charging and discharging materials either within the ILS or demonstrated support for third party client.	Complies
j) Online and Credit Card payment methods must be available to users either through the client or with demonstrated third party.	Complies
I. Describe how the payment method interacts with the patron database INNOVATIVE Sierra manages e-payment through third-party payment processing systems and does not directly manage the transaction, handle or store any patron financial account information (credit card or bank account numbers) or otherwise process financial information. Sierra simply passes the payment amount to the payment processing service used by the library, which then controls and manages the transaction. PCI DSS applies to the security of the transaction occurring between the end user and the payment processing service which occurs outside of any Sierra software or hosted server infrastructure. Innovative's Ecommerce features currently work "out of the box" with PayPal's PayFlow Pro secure gateway service and PayFlow Link secure gateway services to integrate standard e-commerce services with the management of records of donations, fines, fees, and payments in the Innovative system. With this integration, Sierra authenticates the patron and passes payment amounts to the payment processing service. The service processes the transaction (credit card, bank debit) and returns the successfully charged amount to Sierra to record in the patron record. PayPal's PayFlow PCI DSS compliant solutions broker the financial transaction directly between the patron and the service without involving Innovative software and architecture	Complies
k) The system must be proposed with the following configuration:	Complies
I. A turnkey system, consisting of a cloud based Software as a service (SaaS), with library data hosted remotely by vendor:	Complies
1)Refer to SaaS agreement in Appendix A for data security specifications, describe compliance/non-compliance to them and your security set up INNOVATIVE Please see the Contract Considerations section of our response.	Complies
2)Any operating system software, database management software, and necessary utilities	Complies
l) The system must be proposed with software to support the following functions:	Complies
I. Cataloging and Authority Control, including cataloging utility interface	Complies

II. Circulation, Special Collections, and Media Scheduling	Complies
III. Acquisitions and Fund Accounting, with EDI support	Complies
IV. Serials Control, including Routing	Complies
V. Report Writer and Statistics with the ability to export data in several different formats including CSV	Complies
VI. SQL query creator with saved queries and database access	Complies
m) The vendor must provide a single point of support for the entire system. If the library encounters a problem with the central site hardware or software, they must be able to contact the vendor 24 hours a day, 365 days a year, via online chat or a toll-free telephone number to report the problem. Please detail any exceptions to this point.	Complies
n) The vendor must not restrict the library regarding the specific library-authorized staff that may call for assistance, or the number of calls allowed. The vendor must describe its maintenance services, detailing how both hardware and software service will be provided **INNOVATIVE** Innovative provides support *24 hours a day, seven days a week, 365 days a year* as part of our standard support package. Assistance is always available, with no additional "after hours" or special service fees. The around-the-clock help desk can be reached online through Innovative's Customer Supportal (web-based support center), e-mail, or toll-free telephone number. Live telephone coverage is provided at all hours. **Cross-functional Team Expertise** Support staff are organized into small cross-functional teams of librarians and technical staff. Each team shares ownership for a specific region. This structure allows us to build close relationships with your staff and establish a better understanding of your library's unique setup. These geographically based cross-functional teams blend a depth of product expertise with a holistic view of your tickets. Each region has a Customer Support Manager focused on supporting your library and regional support team. The Customer Support Directors and Senior Vice President of Customer Support and Success manage multiple regions to bring a cohesive focus to our services. **Education and Experience** Our Customer Support Department is predominantly staffed by professionals with a Masters in Library and Information Science and up to 10 years of experience working in libraries. Additionally, we have staff members specializing in hardware, programming, operating systems, and computer networking. Innovative's Help Support management team has held numerous positions within the company and take part in regular trainings to encourage an on-going learning process.	Complies

Agile Ticket Response and Escalation

Our goal is to provide extraordinary customer service to our customers. Innovative follows a clearly documented escalation process to ensure your support ticket is placed in an expert queue and addressed by cross-functional teams, product experts, and subject matter experts. Our team works consistently to build deeper product expertise and consortia support within the Customer Support Department.

All tickets are submitted and viewed in the Supportal, an online portal that provides exclusive access to the Help Desk as well as inside product knowledge and resources. The ticket page features all the information pertaining to the ticket including a description of the issue, pertinent attachments, and comments from Innovative and the Library. This allows libraries to review support activities at any time without having to wait for periodic service reports.

For service requests requiring immediate assistance, Innovative recommends that libraries contact the Help Desk by phone or log a detailed ticket with the urgency of Site Down in the Supportal. An automated response acknowledges the request, and a Help Desk staff member will then contact you based on the priority of your service request. Library coordinators are encouraged to give specific examples of problems to expedite resolutions.

Ticket Prioritization Process

Ticket priority is determined using the following urgency classifications:

- Site Down Requests: Site down service requests are given top priority with goal of immediate resolution given pending circumstances. These include system urgent problems such as the software is in a non-responsive state, stopped transaction processing, and instances of non-functioning primary modules (e.g., circulation, acquisitions, serials, cataloging, public catalog) which severely affect library productivity or operations.
- Critical Service Requests: Critical service requests are issues affecting the use of the module or the data that is hindering operations, such as, but not limited to: excessively slow response time, functionality degradation, error messages, or backup problems. These service requests are typically resolved within two business days.
- High Priority Service Requests: High priority service requests are typically resolved within one business week. These service requests include secondary functionality problems such as issues that prevent Library staff from performing main component of job or that prevent patrons from accessing significant features of the catalog.
- Routine Service Requests: The target resolution period for routine service requests is by the next software release or sooner. This includes reports of software bugs and reports of errors in system documentation. On average, Innovative has one full system product release per year as well as separate

annual release schedules for premier products, which vary based on the needs of Innovative's Library partners. **Additional Support Features** In addition to traditional help desk services, Innovative offers a variety of additional support features. These features include Innovative's fully navigable documentation and a growing knowledgebase of Customer Support solutions. This knowledgebase repository provides solutions to frequently asked questions, how-to instructions, and answers to common support tickets. A host of independently run user groups are an additional source of interactive feedback to learn more about Innovative products. Innovative has partnered with the Innovative Users Group (IUG) on a process for customer-driven innovation managed through our Idea Lab. This collaborative online forum uses a "challenge" model to solicit Innovative user feedback and help prioritize new developments and enhancements to existing products.	
o) The system must have been originally designed for optimum operation in a Web-based computing environment. INNOVATIVE Sierra Web was designed specifically for web-based use.	Complies
p) The system proposed should require minimal ongoing administration and maintenance. All regular system administration functions must be performed from within the application, and should not require access to the server operating system. The vendor shall detail any and all functions that must be performed at the operating system level if any.	Complies
q) All updates and indexing transactions must be performed in real-time, without the need for any batch or "chron" jobs to be run.	Complies
r) The system must support client platform independence for all staff and OPAC functions. All of the modules must be capable of running on Windows 10 (as well as future versions of Windows), Linux and Mac OS X workstations.	Complies
s) The installation of all clients shall be automatic, and delivered from the server to the user's workstation upon login to the server.	Complies
t) All client software updates shall be automatically delivered from the server to the workstation, without requiring additional server hardware or third-party software to facilitate the delivery, and be immediately available for the use of the operator, without requiring re-booting of the workstation.	Complies
u) The OPAC module must be accessible via a standard web browser (i.e. Chrome, Firefox, Edge, etc.)	Complies
v) The client and user-chosen preferences, such as macros, screen color, fonts, icons, sounds, etc., should be associated with the user and not the workstation. Specifically, all user preferences and privileges will be based upon user identity and shall follow that user from workstation to workstation.	Complies

w) The system must permit an authorized user to view and edit any record type for which they have password permission regardless of the module being used (e.g., serials check-in records from within the Acquisitions module, bibliographic records from the Circulation Control module, and order records from the Cataloging module). Please state any such limitations in detail.	Complies
x) The vendor must have suitable experience in supporting public libraries that are of a similar size and type as that of the MPL. Vendors shall therefore supply a list of three institutions that most closely match the Library's characteristics as outlined in this RFP. This listing must include all contact information, including names, addresses, telephone numbers, and email addresses. INNOVATIVE Delaware County Libraries 340 N. Middletown Road Fair Acres Building 19 Media, PA 19063 Kristin E. Suda Circulation Services Coordinator 610-891-8622 ksuda@delcolibraries.org Thousand Oaks Library System 1401 East Janss Road Thousand Oaks, CA 91362 Samantha Yeung Library Division Manager 805-381-7332 syeung@tolibrary.org Saint Paul Public Library 90 West 4th Street Saint Paul, MN 55102 Lisa Motschke Technology Manager 651-266-7059 lisa.motschke@ci.stpaul.mn.us	Complies
y) The system must be able to operate 24 hours a day, 7 days a week, 365 days a year. The system must be available for staff and patron use while backup procedures are being performed.	Complies
z) The vendor must describe its maintenance services, detailing how hardware and/or software service will be provided. INNOVATIVE See response to question n) above.	Complies

aa) The vendor must be able to implement the library's profile evaluation database within 60 days of contract signing. The profile evaluation database will consist of the library's data, loaded and indexed to the library's specifications. INNOVATIVE The implementation of the library's profile evaluation database will be scheduled within 60 days for project kick-off. Innovative will be prepared to conduct project kick-off meeting within two business days of the contract signing.	Deviates
bb) The vendor must not limit the library as to the number of times the profile evaluation database can be re-loaded or re-indexed for evaluation purposes. If there is a limit to the number of times the vendor will re-load or re-index the profile evaluation database, that limit must be listed. INNOVATIVE As part of our standard implementation, the customer's data is loaded three (3) times, two test loads and 1 production load at go-live. The library can purchase additional loads at added cost. Note, however, that a complete reload is not necessary in order to make requested changes. Ad hoc changes can be made through the life of the project.	Deviates
cc) Major software updates on the server should not require downtime of more than 2-4 hours and be performed during the 12am to 4am PST hours. Please describe how major software updates are performed.	Complies
dd) The system must not require the use of a third-party relational database management system (RDBMS), such as Oracle, although use of a RDBMS might be available as an option. INNOVATIVE Sierra is a UNIX-based application that uses open source building blocks including the Lucene indexing engine and PostgreSQL relational database. The underlying application and database are fully maintained by Innovative. This platform also provides the Library with SQL and API access to the Sierra system and data.	Deviates
ee) The vendors OPAC must be integrated into the library management system and be available in real-time, including circulation status, as records are updated on the integrated library system, requiring no batch loading or nightly re-indexing of the library's data	Complies
5.2 Conforms to currently used ILS/LSP Standards	
a) ANSI/NISO Z39.50	Complies
b) Describe system interoperability using the NCIP (NISO Circulation Interchange Protocol) standard, for providing standardized links between open and proprietary systems	Complies

I. Describe any successful demonstrations of NCIP implementation between:	Complies
1)The system's circulation module and other ILL systems INNOVATIVE Sierra includes fully integrated ILL and document delivery workflows that allow management of user ILL requests and fulfilment processes for ILL direct from partner libraries or through services like OCLC. ILL processes are fully integrated with Sierra circulation and acquisitions functions. With support for the NCIP protocol, Sierra can also interface with other ILL solutions supporting NCIP to provide integrated circulation of ILL materials to patrons. Sierra automatically creates a temporary item record for each ILL to manage circulation to the user. All ILL activity is tracked through the Sierra patron record, allowing users to view ILL requests as well as local hold requests and for all fines and fees associated with ILLs to appear on the same notices as local fines. ILL integrates with Acquisitions for billing of shipping and processing costs where applicable.	Complies
2)The system's ILL module and other circulation systems INNOVATIVE The library can remain a member of Link+ and for libraries that use other ILSs, Link+ functions are done within an Innovative provided Resource Sharing Broker. This software environment works very much like a standard circulation client and can interface with the local ILS using NCIP.	Complies
3)The system's circulation module and third party self-service stations INNOVATIVE All your integration requirements can be met with Sierra's APIs and interfaces that are included in the Sierra application now and are in use by other libraries around the world. Innovative has designed Sierra as an open system. Support for protocols like SIP2, NCIP, ISO ILL protocols and EDIFACT provide out-of-the-box interoperability with external systems while Sierra's RESTful APIs allow easy integration with your local applications.	Complies
4)The system's circulation module and the management of electronic book and audiobook formats through third party providers.	Deviates

	INNOVATIVE Sierra offers comprehensive support for integrated eBook handling, including the user experience, circulation management, and statistical tracking across the whole range of eBook providers. Ebooks are not supported via NCIP, but rather are handled the same way print books are handled. Custom load profiles can be created specifically for ebooks.	
II.	Provide examples of 3 libraries which are using your product and a third party vendor to perform self-service service INNOVATIVE Delaware County Libraries 340 N. Middletown Road Fair Acres Building 19 Media, PA 19063 Kristin E. Suda Circulation Services Coordinator 610-891-8622 ksuda@delcolibraries.org Thousand Oaks Library System 1401 East Janss Road Thousand Oaks, CA 91362 Samantha Yeung Library Division Manager 805-381-7332 syeung@tolibrary.org Saint Paul Public Library 90 West 4th Street Saint Paul, MN 55102 Lisa Motschke Technology Manager 651-266-7059 lisa.motschke@ci.stpaul.mn.us	Complies
III.	Provide examples of 3 libraries which are using your product and a third party vendor to perform automatic notification through auto-dialer, text messaging, and email.	Complies

INNOVATIVE Please see response above.	
c) Describe capabilities of the system to integrate with a third party supplier of an OpenURL- compliant link server system or service. Discuss how this third party system would interoperate with the various library system modules. INNOVATIVE Our offer includes the WebBridge Link Resolver. WebBridge allows the configuration of link display as well as preferred order of links. The Innovative solution can also accommodate any standards-based link resolver solution, allowing the use of another OpenURL Link Resolver of your choice.	Complies
d) Describe capabilities of the system to integrate with a third party supplier of a federated search solution or system or service.	Development
I. Discuss how this third party system would interoperate with the various library system module INNOVATIVE **ROADMAP INFORMATION – PLEASE TREAT AS PROPRIETARY AND CONFIDENTIAL** [redacted] **END OF PROPRIETARY AND CONFIDENTIAL ROADMAP INFORMATION**	Development
5.2.1 General Considerations	
a) Compatibility with all major browsers and their recent versions.	Complies
b) Secure interface between the OPAC and patron information.	Complies
5.2.2 Customizability	
a) The system should provide the ability to locally customize the contents and display of the menu, search, and result screens. Describe the level and method of customization. INNOVATIVE Vega Discover allows each library sharing the system to separately brand the public user interface for its users. Logos, color schemes, layouts and extensions allow the library to tailor the interface for their specific requirements including the default scope of search.	Complies

Additionally, by navigating defined scopes, Vega Discover allows a user in a multi-library environment to select the collection(s) he or she wishes to search. Scopes are library-defined location groupings - for example, a library could create a single scope for all member libraries, as well as scopes for each member library individually. Once scopes are defined in the administrative console: ▪ Each library can set a default scope that defines the collection(s) to be searched in its instance of Vega. ▪ A user can select a different default scope ▪ A user can expand or narrow what is searched by using a scope filter as he or she searches.	
5.2.3 Ease of use	
a) The system should provide the ability to customize, add or suppress commands, help screens, menus, and documentation at the system level for default profiles.	Complies
b) Describe available options for visually impaired users. INNOVATIVE Vega was built to be accessible and while it currently adheres to most accessibility standards, it will be compliant with the new WCAG 2.1 standards in Q1 2021.	Complies
5.2.4 Search Capabilities	
a) Describe the general search capabilities of the OPAC. INNOVATIVE Vega Discover allows the user to search using specific known-item identifiers, such as ISBN, ISSN, SuDocs or other standardized numbers contained in the metadata, without resorting to using an advanced search. The user simply types what they want to find, and Vega Discover brings back the best matching results.	Complies
b) Describe how results are returned to a user. INNOVATIVE For known item searches, our goal is to display the title the user entered as the first item in the search results list whenever possible. To this end, we have developed special algorithms for handling single word serial and monograph titles – known items – such as “Science” or “Nature” to insure they are visible immediately. Vega Discover also allows the user to search using specific known-item identifiers, such as ISBN, ISSN, or other standardized numbers, without resorting to using an advanced search. The user simply types what they want to find, and Vega Discover brings back the best matching results.	Complies

Open-ended searching is just as easy in Vega Discover. The user can enter any terms and the relevance-based search algorithms will bring back the best matching results, regardless of whether the terms entered are an author, subject, title, or some combination of the above.

c) Describe types of relevancy ranking available through the OPAC.

Complies

INNOVATIVE

There are a variety of factors that affect relevancy in Vega Discover:

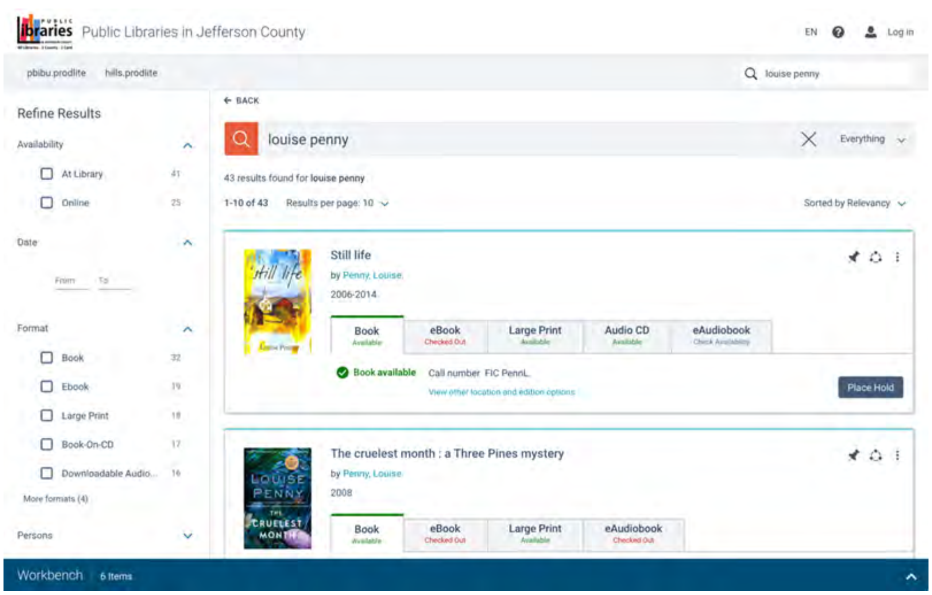
- If a term is found in a prioritized field like Title, the relevance score will be higher than if that term were found in a secondary field, such as description.
- If a term is found multiple times within an object, then the score is higher.
- If a term is used infrequently in the field where it was found, it is assigned a higher score
- If there are more matched terms in an object, a higher score will be assigned. That said, due to the previous points, a record with only one match doesn't mean automatically mean that that record will have a lower score than a record with two matches that occur in other fields.

d) How are different formats of the same title treated?

Complies

INNOVATIVE

Vega Discover provides a single result for each "work" so that all formats of that work can be seen all together. This eliminates the need for endless scrolling.



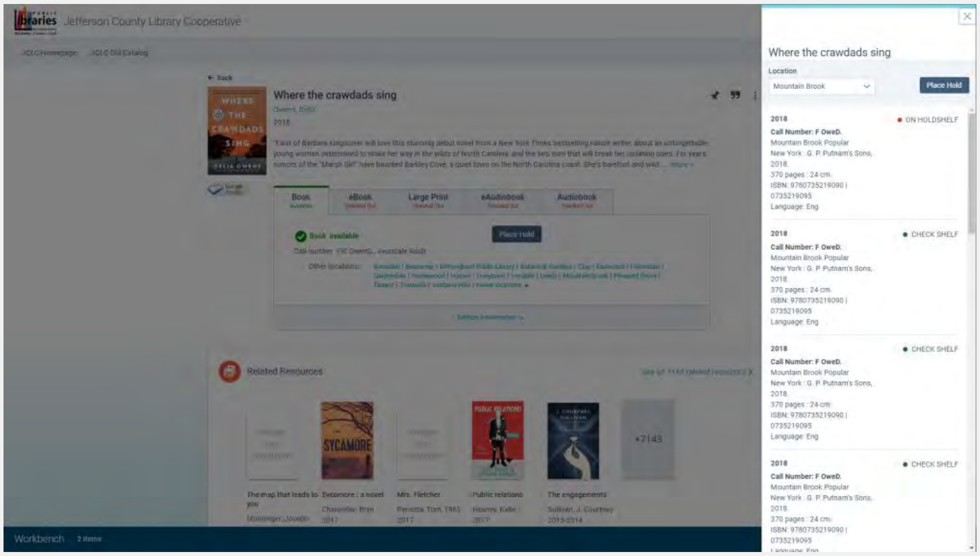
e) What status and location information is available and how may it be displayed?

Complies

<table>
<tr><td>

INNOVATIVE

Vega makes it easy for patrons to identify where items are located and to place requests for items without having to view multiple separate records.



</td><td></td></tr>
<tr><td>

f) What methods are available to limit or expand searches?

INNOVATIVE

Vega Discover allows the user to search using specific known-item identifiers, such as ISBN, ISSN, SuDocs or other standardized numbers contained in the metadata, without resorting to using an advanced search. The user simply types what they want to find, and Vega Discover brings back the best matching results.

</td><td>Complies</td></tr>
<tr><td>

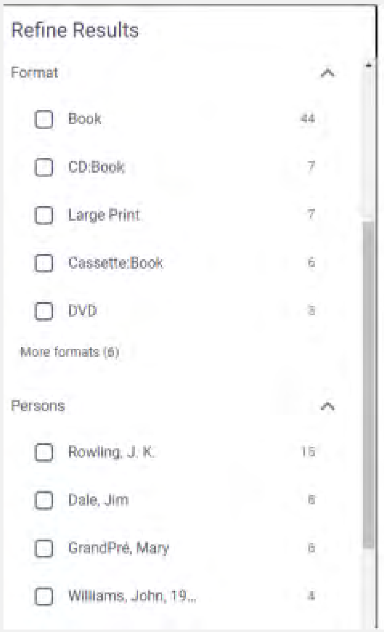
g) What methods are available to limit or expand results?

INNOVATIVE

Vega Discover offers the following facets for refining the search results:

- Availability
- Date
- Format
- Persons
- Concepts
- Language
- Locations

</td><td>Complies</td></tr>
</table>

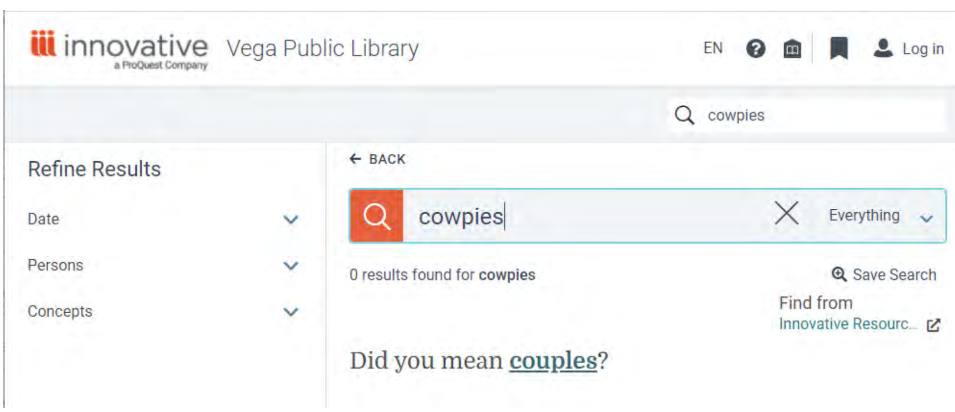


h) How does the system deal with a no result query?

Complies

INNOVATIVE

The "Did you mean?" feature suggests close matches to the search term if no results are found.

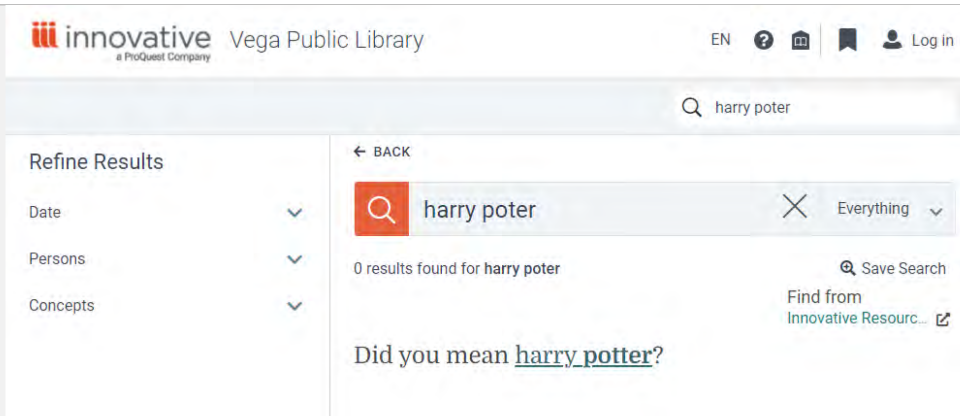


i) Are alternate suggestions provided?

Complies

INNOVATIVE

Yes. Vega provides "Did you mean?" suggestions.

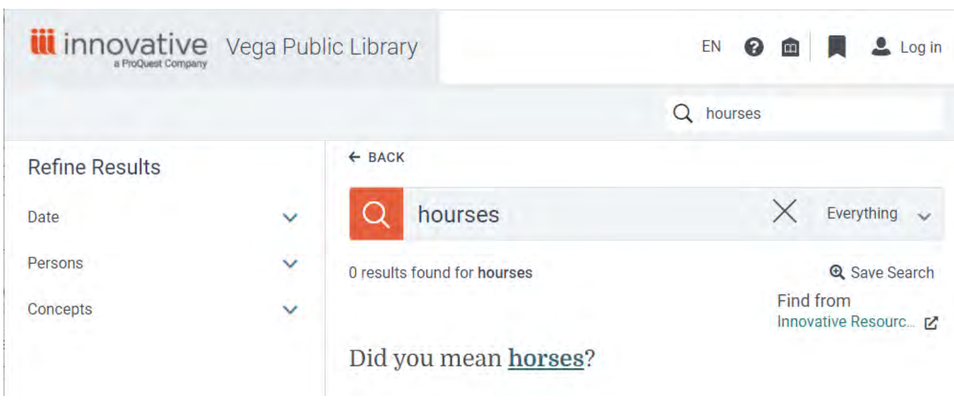


j) Does the OPAC suggest alternate spellings or use some other method of spell checking search queries?

Complies

INNOVATIVE

Yes. The "Did you mean?" feature suggests close matches to the search term if no results are found.



k) Describe how patrons place holds in the OPAC.

Complies

INNOVATIVE

Your library can allow patrons to request items while searching Vega. The ability to request items is highly customizable; the library can limit patron requests to certain statistics groups, item types, item locations, available items, patron types, etc.

If you allow patron requesting, Vega offers the **Place Hold** button. When a patron requests an item, a hold can be generated from the request. Your library specifies whether the library staff should review and approve each request or whether the system should automatically process requests and generate holds. If you choose automatic patron request processing, the system requires patron verification, as it must locate the patron record in order to place a hold on an item.

l) How are RSS feeds utilized by the OPAC? INNOVATIVE You can use the My Record Feeds product to offer patrons an RSS feed of patron-specific information, for example, indicating that materials are ready for pickup or are due soon. WebPAC displays the information feed using a complex and unique identifier to ensure only the patron will view the relevant feed.	Complies
m) What forms of collaboration tools are utilized by the OPAC? INNOVATIVE With customizable forms, the library can implement java script or embed widgets. For example, chat widgets and social media badges.	Complies
n) Describe the process by which a patron submitted review is added to a record. INNOVATIVE Patron submitted reviews are supported with Syndetics Unbound. Syndetics Unbound helps you engage patrons and connect them with more of your collection. Elements available within Unbound such as Summary, About the Author, Reviews, and Recommendations lead readers to their next favorite read. Transform patron's experience with the interactive exploration and serendipitous discovery available with Syndetics Unbound.	Complies
o) What other ways may users collaborate and share information with the library and other users? INNOVATIVE The library can use the Suggestion form for feedback from patrons.	Complies
p) What search options are available for different levels of patrons' computer experience? INNOVATIVE Vega Discover allows the user to search using specific known-item identifiers, such as ISBN, ISSN, SuDocs or other standardized numbers contained in the metadata, without resorting to using an advanced search. The user simply types what they want to find, and Vega Discover brings back the best matching results.	Complies
q) Describe the availability and functionality of the kid's catalog.	Planned

INNOVATIVE Innovative welcomes Menlo Park Library to provide their input regarding a youth catalog as we develop the product.	
r) Describe how patrons are able to view and interact with their library accounts. INNOVATIVE In their My Account page, logged in users can perform the following: Checkouts ▪ view checkouts and due dates ▪ renew checkouts ▪ sort by either due date or title Holds ▪ view holds ▪ cancel hold requests ▪ freeze or unfreeze holds ▪ sort by either status or title Fines/Fees ▪ view fines and fees Profile ▪ view membership and contact information	Complies
s) Describe online payments functions to pay fines and other fees. Does this service function with credit cards and/or with PayPal or other payment services? INNOVATIVE Sierra manages e-payment through third-party payment processing systems and does not directly manage the transaction, handle or store any patron financial account information (credit card or bank account numbers) or otherwise process financial information. Sierra simply passes the payment amount to the payment processing service used by the library, which then controls and manages the transaction. PCI DSS applies to the security of the transaction occurring between the end user and the payment processing service which occurs outside of any Sierra software or hosted server infrastructure. Innovative's Ecommerce features currently work "out of the box" with PayPal's PayFlow Pro secure gateway service and PayFlow Link secure gateway services to integrate standard e-commerce services with the management of records of donations, fines, fees, and payments in the Innovative	Complies

system. With this integration, Sierra authenticates the patron and passes payment amounts to the payment processing service. The service processes the transaction (credit card, bank debit) and returns the successfully charged amount to Sierra to record in the patron record. PayPal's PayFlow PCI DSS compliant solutions broker the financial transaction directly between the patron and the service without involving Innovative software and architecture.	
t) What federated search functionality is available either through a third party or existing release of the product? Link resolvers? INNOVATIVE **ROADMAP INFORMATION – PLEASE TREAT AS PROPRIETARY AND CONFIDENTIAL** [redacted] **END OF PROPRIETARY AND CONFIDENTIAL ROADMAP INFORMATION**	Development
5. 3 Cataloging and Authority Control	
5.3.1 Considerations	
a) What bibliographic formats are supported by the product? INNOVATIVE Sierra fully supports AACR2 and RDA cataloging and MARC21 bibliographic, authority and holdings data.	Complies
b) Describe the steps required for the creation, editing, and deletion of bibliographic records. INNOVATIVE Sierra allows authorized staff to create bibliographic records from scratch using user-definable cataloging workforms. Labelled workforms are provided in addition to MARC workforms. Users can also search any Z39.50 database directly from within the Sierra system using Z39.50. The retrieved record is viewed in MARC format and by the click of a button can be added to the Sierra system or can be used to overlay an existing record. Sierra also supports record import and export. Attached records are created during record loading from data in a field of the bibliographic record, such as a 945 or 949 field. The customizable record load tables that your library has acquired determine which fields contain attached record data.	Complies

Permissioned staff can retrieve a single record and edit as necessary. You can also edit a range of records. User permissions include separate authorization for the deletion of each record type. This means that staff may be allowed to delete item and/or holdings records but not bibliographic records. For bulk deletion, sets of records can be identified using Sierra's Create Lists tool, which allows the definition of any logical criteria using fields within the record or any linked record, with logical operators in Boolean combinations. The Review File resulting from a Create Lists query can be reviewed and verified and items can be removed or added to the review file. Once the Review File of records to be deleted has been verified, they can be deleted in bulk in a single process. Sierra will report any error conditions encountered, for example if a bibliographic record to be deleted has attached item records, to allow staff review and correction. Note that Sierra also includes a Rules for Deletion of Records file that contains the logical rules that determine whether a record can be deleted. The Rules for Deletion of Records file can contain rules for any record type, providing added protection to prevent inadvertent deletion of records.	
c) Describe the steps required for the creation, editing, and deletion of item records. INNOVATIVE Single or multiple items can be created from the bibliographic or holdings record. In addition, when the Library uploads invoice information from a vendor, Sierra processes order records and creates order and bibliographic records. Sierra also can create item records at this time. Permissioned staff can retrieve a single record and edit as necessary. You can also edit a range of records. User permissions include separate authorization for the deletion of each record type. This means that staff may be allowed to delete item and/or holdings records but not bibliographic records. For bulk deletion, sets of records can be identified using Sierra's Create Lists tool, which allows the definition of any logical criteria using fields within the record or any linked record, with logical operators in Boolean combinations. The Review File resulting from a Create Lists query can be reviewed and verified and items can be removed or added to the review file. Once the Review File of records to be deleted has been verified, they can be deleted in bulk in a single process. Sierra will report any error conditions encountered, for example if a bibliographic record to be deleted has attached item records, to allow staff review and correction. Note that Sierra also includes a Rules for Deletion of Records file that contains the logical rules that determine whether a record can be deleted. The Rules for	Complies

Deletion of Records file can contain rules for any record type, providing added protection to prevent inadvertent deletion of records.	
d) List the reports that are available to produce collection counts and other statistical reports measuring activity for standard and customized time periods. INNOVATIVE The following collection reports are available: o Item Trends *(How has our collection changed over time?)* ▪ Owning Location - Added Items This report displays the number of items added to the collection by Owning Location rows and monthly columns for the current year and previous year, with annual total columns for earlier calendar years. ▪ Owning Location - Current Items This report displays the number of items currently in the collection by Owning Location rows and monthly columns for the current year and previous year, with annual total columns for earlier calendar years. ▪ Owning Location - Deleted Items This report displays the number of items Deleted from the collection by Item Location rows and monthly columns for the current year and previous year, with annual total columns for earlier calendar years. ▪ Shelf Location - Added Items This report displays the number of items added to the collection by Shelf Location rows and monthly columns for the current year and previous year, with annual total columns for earlier calendar years. ▪ Shelf Location - Current Items This report displays the number of items currently in the collection by Shelf Location rows and monthly columns for the current year and previous year, with annual total columns for earlier calendar years. ▪ Shelf Location - Deleted Items This report displays the number of items Deleted from the collection by Shelf Location rows and monthly columns for the current year and previous year, with annual total columns for earlier calendar years. ▪ Material Type - Added Items This report displays the number of items added to the collection by Material Type rows and monthly columns for the current year and previous year, with	Complies

annual total columns for earlier calendar years.

- Material Type - Current Items

  This report displays the number of items currently in the collection by Material Type rows and monthly columns for the current year and previous year, with annual total columns for earlier calendar years.

- Call Number Range - Current Items

  This report displays the number of items currently in the collection by Call Number Range rows and monthly columns for the current year and previous year, with annual total columns for earlier calendar years.

- Deleted Items

  This report displays the number of items deleted from the collection by deleted items rows and monthly columns for the current year and previous year, with annual total columns for earlier calendar years.

- Title Trends *(How has our collection changed over time?)*
  - Bib Level - Added Titles

    This report displays the number of titles added to the collection by Bib Level rows and monthly columns for the current year and previous year, with annual total columns for earlier calendar years. This report shows the number of titles (bibliographic records) added to the collection, based on the created date.

  - Bib Level - Current Titles

    This report displays the number of titles currently in the collection by Bib Level rows and monthly columns for the current year and previous year, with annual total columns for earlier calendar years.

  - Language - Added Titles

    This report displays the number of titles added to the collection by Language rows and monthly columns for the current year and previous year, with annual total columns for earlier calendar years.

  - Language - Current Titles

    This report displays the number of titles currently in the collection by Language rows and monthly columns for the current year and previous year, with annual total columns for earlier calendar years.

  - Bib Location - Added Titles

    This report displays the number of titles added to the collection by Bib Location rows and monthly columns for the current year and previous year,

with annual total columns for earlier calendar years. ▪ Bib Location - Current Titles This report displays the number of titles currently in the collection by Bib Location rows and monthly columns for the current year and previous year, with annual total columns for earlier calendar years. ▪ Material Type - Added Titles This report displays the number of titles added to the collection by Material Type rows and monthly columns for the current year and previous year, with annual total columns for earlier calendar years. ▪ Material Type - Current Titles This report displays the number of titles currently in the collection by Material Type rows and monthly columns for the current year and previous year, with annual total columns for earlier calendar years. ▪ Material Type – Cataloged This report displays the number of titles cataloged by Material Type rows and monthly columns for the current year and previous year, with annual total columns for earlier calendar years. ▪ Call Number Range - Current Titles This report displays the number of titles currently in the collection by Call Number Range rows and monthly columns for the current year and previous year, with annual total columns for earlier calendar years. ▪ Deleted Titles This report displays the number of titles deleted from the collection by deleted title rows and monthly columns for the current year and previous year, with annual total columns for earlier calendar years.	
e) Describe how broken internet links are addressed. INNOVATIVE Sierra's URL Checker reports verify, and update URLs listed in subfield u of MARC 856 fields in bibliographic records in the database. The system verifies each URL by attempting to open a connection to the indicated address and confirming that the expected type of protocol for sending data (HTTP, HTTPS, TELNET, or FTP) is available. You can run the URL Checker automatically or interactively.	Complies
5.3.2 Record Display	
a) Describe the retrieval and display options for bibliographic records available to staff.	Complies

INNOVATIVE

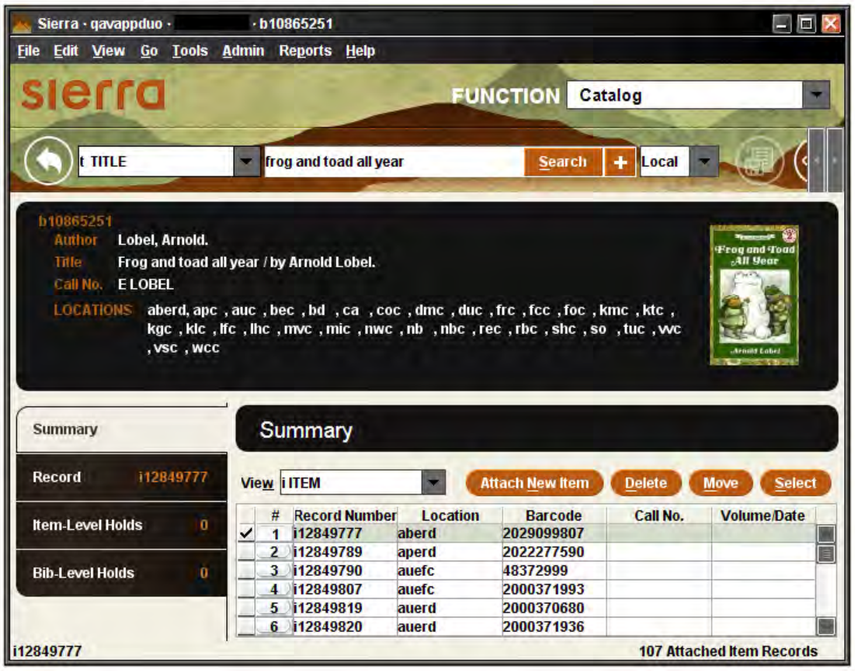
The Library has control over which fields in the bibliographical records are used to build the search indexes in the system. Any given MARC tag can be configured for indexing, and the Library chooses the subfields to be indexed. Sierra automatically indexes all record numbers and provides Advanced Word Search Indexing as well as Phrase Indexes. The Advanced Word Search (AWS) index takes a specified string of text from a variable-length field and indexes each word separately. The AWS index is primarily used by bibliographic records, but other records are also included as defined in the system software. Although there is one AWS index, it is made up of segments which can be searched separately. The segments are: Author, Title, Subject, Note (entries from MARC tags not included in the author, title and subject phrase indexes. For instance, note data from the 5XX MARC tags.)

Beyond MARC data, your library can control which fields in other record types are indexed for searching. All record types are searchable using the same interface and capabilities. The user simply specifies the index to use when searching non-bibliographic data types, for example patron name or course number.

Advanced searching allows multiple search terms with Boolean operators, phrase searching, specification of index for each search term, etc. For example, you could enter a search for subject phrase "United Kingdom" with the author term "Cooke" and Boolean operator "AND", with search limits set for publication year 2000-2014 and Format Book. In addition, Sierra's Create Lists feature lets you create complex searches combining search criteria and Boolean operators to search across all record types in the system and save the search for future reuse. Post-search filtering is provided with facets.

The Sierra staff interface includes a Browse Query function that allows entry of specific criteria including record type, field, Boolean operator and special conditions or criteria to generate a browse list. Browse Query allows staff to search against any value in any field in the records, whether indexed or not. Finally, the staff reporting tool, Create Lists, allows staff to search for values in any fields, including across record links, then retain the result set to be used for managing the metadata through various tools including global update.

When you retrieve a bibliographic record, Sierra displays a brief bibliographic record in the middle portion of the window and bibliographic information tabs in the bottom portion of the window.



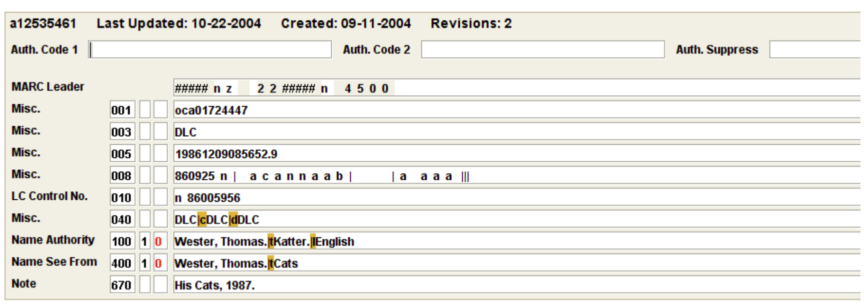
b) Describe the retrieval and display options for authority records available to staff.

Complies

INNOVATIVE

See response to a) above for retrieval information.

In Sierra, the bibliographic record browse display can contain authority records. When you highlight an authority record in a browse display, the application displays authority record information in the top portion of the window, including the type of authority.



c) Is there a way to suppress records from public view?

Complies

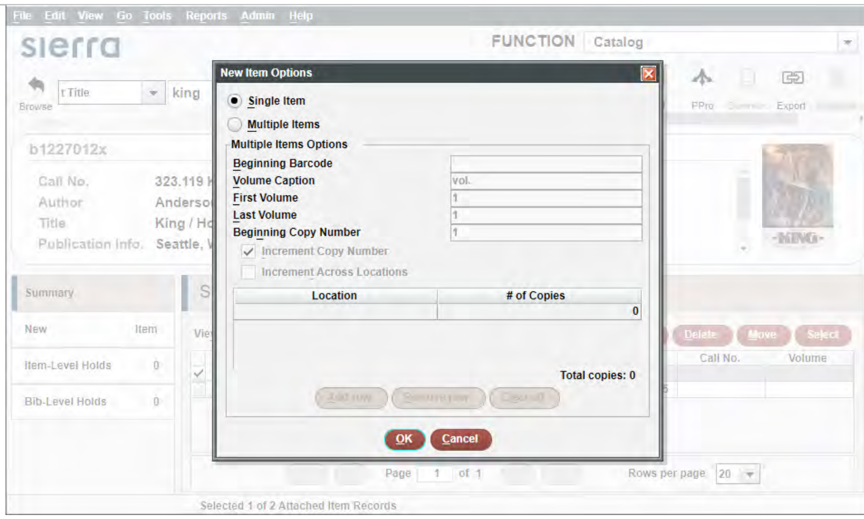
INNOVATIVE

Yes. The Rules for Suppression file contains the logical rules that determine whether a record is suppressed from display in the public catalog and the Z39.50 Server. The Rules for Suppression file can contain rules for

bibliographic, item, checkin, course, order, authority, program, and section records.	
5.3.3 Authority Control	
a) Describe the product's authority control capabilities. INNOVATIVE Sierra provides full linked authority control for subjects, names and titles. Sierra supports any MARC-based subject heading schemes, including LC, NLM, MeSH or local subject headings. All are managed by the same processes in the Sierra system. Authority records for each scheme are stored and managed, and any combination of headings from different schemes can be used within the same bibliographic record. Authority records may be created using data entry templates, downloading from a cataloging utility, or batch-loading authorities obtained from a vendor. Authorities may also be imported from a wide variety of external sources using the Z39.50 interface. Sierra provides authority heading validation based on the authority records stored in the database. This can include any combination of authority sources, including locally defined. While creating or editing bibliographic records, Sierra will prompt for interactive updating. Interactive authority control allows a user to ask the system to analyze the headings in the bibliographic record that is currently being worked on. The user can request that the system validate all headings against the rest of the database and prompt the user to update related records. Because all authorities are managed, this means automatic authority control for LC, local and any other authorities managed in the system occurs in a single automated process. With Automatic Authority Control, all bibliographic records that share the same headings are automatically updated whenever new authority records are added to the database, or when existing authority records are edited. For example, if an author dies, upon adding the death date to the authority record, all relevant bibliographic records will automatically be updated with the death date. The Report Heading Changes function lists various heading changes that might need attention by catalogers and allows cataloging staff to exercise full control over the changes that will be made to the database. This report includes headings used for the first time, invalid headings, duplicate call numbers, duplicate authority records, and blind references.	Complies
b) Which subject thesauri and subject headings are supported by the product? INNOVATIVE Sierra supports any MARC-based subject heading schemes, including LC, NLM, MeSH or local subject headings.	Complies
c) Describe how the product provides for cross-references between and among thesauri.	Complies

INNOVATIVE Sierra automatically generates cross-references based on the 4xx and 5xx fields within the authority records. This is the same for both locally created authority records or local headings added to existing authority records. In addition, local headings can be protected from subsequent overlay when importing an updated version of the authority record. Protection is based on MARC tag and is configured as part of the load profile. Cross-references display in search results within authority-controlled indexes, allowing the user to click on the reference to navigate to the cross-referenced entry.	
d) How are unauthorized headings dealt with by the product? INNOVATIVE Headings Reports can help you maintain a high quality of data by ensuring consistent and authoritative record headings. When a heading is added, changed, or deleted from a record, the system checks the normalized version (in which capitalization and punctuation are ignored) of the heading for the following conditions. When any of these conditions are met, the system writes the heading information in the relevant report: ▪ Headings used for the first time: author, subject, or title headings that are currently not being used by any other record in the database. ▪ Invalid headings: bibliographic record headings that match an existing SEE FROM entry (MARC 4XX) in an authority record. ▪ Duplicate entries: headings that share duplicate values for indexed fields that should use unique values, such as barcodes, call numbers, bibliographic utility numbers, or other indexed fields. ▪ Blind references: generated when the system finds an authority record for which there is no heading in a bibliographic record that corresponds to the valid form stored in the MARC 1XX field in the authority record. ▪ Duplicate authority records: authority record headings that match the established form (MARC 1XX) of an existing authority record. The system also checks headings for the following conditions: ▪ Updated Bibliographic Records: records that were updated by the Automatic Authorities Control Processing program. ▪ Near matches: bibliographic headings that could not be updated by Automatic Authority Control Processing because they were very close to, but did not exactly match, a 4XX field in an authority record. ▪ Non-unique 4XX: bibliographic headings that could not be changed by Automatic Authority Control Processing because the headings matched two or more 4XX fields in authority records.	Complies

▪ Cross-thesaurus matches: bibliographic and authority headings that match, but for which there is no thesaurus specified, or the thesaurus is Reports are interactive, allowing users to click on any report entry to view the record and take steps to resolve headings inconsistencies.	
5.3.4 Location and other copy-specified	
a) Describe how the product is used to create records for sub-libraries or library branches. INNOVATIVE Bib and item records contain a fixed-length field for the branch location code.	Complies
b) How are records moved from one sub-library to another? INNOVATIVE The item record contains a fixed-length field for the branch location code for the item. Records are moved from one library to another by change the location code. This can be accomplished for individual records or in batch using global update.	Complies
c) Describe how shelf locations are designated. INNOVATIVE The Branches table contains location codes to identify your library's locations. Location codes can represent distinct physical locations (for example, branches of the library) or different areas within the same physical location (for example, a department, a collection, or a shelf).	Complies
5.3.5 Item/Piece information	
a) Describe how the product supports the creation and storage of physical item/piece information related to a bibliographic entry. INNOVATIVE Item/piece information can be created by retrieving the bibliographic record and selecting the Attach New Item button in the Summary tab.	Complies



b) What process is used to replace item barcodes?

Complies

INNOVATIVE

To replace the barcode, you simply edit the barcode field either by keying or scanning in a new barcode.

5.3.6 Import, export, and batch loading

a) Describe how the product imports a bibliographic record in real time.

Complies

INNOVATIVE

Sierra Data Exchange can import records from any provider. Cataloging data can be acquired and loaded from virtually any source that outputs records in the MARC communications format (ISO 2709), including both AACR2 and RDA records. MARC data from vendors with embedded Order information can also be imported, with order records created automatically from the embedded data. Records can be acquired from other sources using Z39.50 to search multiple databases, retrieve records, and then add them to the local catalog. Flexible and customizable load profiles allow the Library control over record loading and overlay of MARC records. Library-selected fields can be protected from overlay, and fields that are not wanted can be deleted before the record is loaded. Furthermore, data that is not in the correct field can be mapped to the correct location before the record is loaded. Where multiple classification numbers are present in the record, the operator may build the rules that select one to index and present to the user. In addition to loading records, item, order and/or holdings records can be created in the process of loading bibliographic records.

For both individual and bulk record import, system behavior during duplicate detection (the basis for a match and overlay) is a function of the Library-

customizable load table. If an incoming record is a duplicate, the Library can setup Sierra to either: ▪ Replace the existing record ("overlay" it), ▪ Retain data from certain fields specified by the Library (i.e. "merge") ▪ Create a new record ▪ Reject the incoming record (neither overlay nor create a new record) If more than one existing bibliographic record matches an incoming record, usually a new record will be created (no overlay will take place). Alternatively, Sierra can be set up to reject the incoming record in this case. After records have been transferred, any duplicate records that were created can be merged with the original record using the Data Exchange function. Transaction reports are crucial in helping to identify which duplicate records have been created. Existing item, order and serials holdings records attached to an overlaid bibliographic record are not changed by the overlay; they remain attached to the bibliographic record (which now contains new data). Sierra allows the creation of automatic merge rules for batch loading of records as well as for individual merges if Automatic Overlay is selected. This allows you to define what fields will be overwritten by fields in the incoming record and what specific fields in the existing record should be retained, allowing you to preserve locally defined fields in the record. Other load options include replacing the existing record or rejecting the imported record (keeping the existing record). For any Data Exchange task, Library-selected fields can be protected from overlay, and fields that are not wanted can be deleted before the record is loaded. Furthermore, data that is not in the correct field can be mapped to the correct location before the record is loaded. Where multiple classification numbers are present in the record, the operator may build the rules that select one to index and present to the user. In addition to loading records, item, order and/or holdings records can be created in the process of loading bibliographic records. Cataloguing even offers optional LC Authority File functionality that allows the Library to easily search, edit, and import LCSH records into their local system.	
b) How are vendor supplied records imported? INNOVATIVE Sierra's optional Quick Click Ordering feature is a highly efficient method for loading bibliographic and order data into Sierra. When MARC files are loading using Quick Click Ordering, the data can be immediately processed into bibliographic and order records.	Complies

For example, using Baker & Taylor's Title Source 3, a MARC file can be transferred by FTP to Sierra. Libraries can process records immediately as soon as they come to the system.	
c) Describe how EDI works with your product. INNOVATIVE Orders are sent automatically by Sierra according to the acquisition method recorded in the vendor record. This may include EDIFACT or BISAC transmission details, e-mail address or print. Sierra automatically generates the correct format as required by the vendor. When you send orders electronically, the system places the orders in separate files for each vendor. You can review the orders before transmitting them electronically. Orders can be sent to a single vendor or to all vendors at once. The order transmission process is a seamless part of the Sierra ordering workflow. Sierra also processes EDIFACT vendor invoices. The Library uploads invoice information from the vendor (typically received via FTP) and automatically creates a Sierra invoice record from the uploaded data. Sierra then processes order records using the match point (or order record number) to associate the required purchase order during invoice creation. Invoices are then processed and paid automatically, purchase orders and funds are updated accordingly. EDI claims are generated in the same manner as other claims. Sierra automatically identifies items eligible for claiming and claims can be processed either automatically or interactively depending on your system settings. EDI information for claims is stored in the vendor record. The electronic claims are sent to the vendor via e-mail. Sierra's Status Reports feature allows you to import and process EDIFACT ORDRSP files (commonly referred to as order responses or order acknowledgements). These files contain a detailed description of your library's orders with the vendor, including the status of each order and a confirmation of copies ordered. Vendors frequently prepare an order response file for orders recently placed, but a vendor can prepare a file for all outstanding orders. For each status report file, Sierra processes the file and displays the order response information for each order in a table on the Preview tab. Each row in this table contains standard information for a specific order, such as record number, title, and if your library has the blanket purchase order functionality enabled, blanket purchase order numbers along with the specific status information. When you have finished reviewing the order response information, Sierra updates the order records with the current status. Sierra is also able to automatically create purchase orders based on vendor-supplied MARC records for resources ordered in external systems using EOD and/or EOCR. Using Sierra's Quick Click feature, bibliographic and order data	Complies

are automatically loaded from supported online vendors into the Sierra system via electronic transfer in an immediate and easy process. Innovative has successfully integrated EDI with suppliers including Coutts, Dawsons, Amazon.com, Askews, Blackwells, BRODART, BWI, Baker & Taylor's Title Source II, DA Information, Emery Pratt, Ingram, Midwest Library Service, Midwest Tape, Harrassowitz, and YBP. Sierra performs automatic duplicate checking and alerts the user to potential duplicates when a record is added to the database, for example when vendor bib records are loaded for automated acquisition processing. Duplicate checks are performed on the bibliographic utility number, ISBN/ISSN, title duplication key (used with Sierra Acquisitions), item call number and item barcode. For Authority data, duplicate authority headings are also reported.	
d) What methods are available for exporting bibliographic data? INNOVATIVE Sierra includes a range of tools for selecting and exporting records including Create Lists and Data Exchange. These tools enable library staff (without any specialist systems or database knowledge or skills) to select records, the data elements to be included within these records and the method of exporting or transferring the data files to external sources. Sierra can exchange data with any external system accepting standard MARC21/ISO2709 data including OCLC. Data Exchange includes an option to "CREATE file of BIB records with OCLC label file" which automatically formats the file for transfer via OCLC's FTP service. Other export formats include MARC21 and CSV formats, allowing data to be exchanged with a variety of other services like CollectionHQ. The export process can also be scheduled to allow routine, automatic exports. When exporting records with Data Exchange, you have the option to enhance the exported record by appending 9XX tags to capture certain Innovative fields. These include: ▪ The 907 |a field contains the bibliographic record number. ▪ The 907 |b field contains the last update date. ▪ The 907 |c field contains the record creation date. ▪ The 998 |a field contains the location. ▪ The 998 |b field contains the cataloging date. ▪ The 998 |c field contains the value of BCODE1. ▪ The 998 |d field contains the value of BCODE2. ▪ The 998 |e field contains the value of BCODE3. ▪ The 998 |f field contains the language code. ▪ The 998 |g field contains the country code. ▪ The 998 |h field contains the skip value.	Complies

▪ The 998 |i field contains the number of copies. ▪ The 945 fields contain custom mapping for OCLC users.	
e) Describe how you accommodate batch loading records from an external system, for example OCLC. INNOVATIVE Sierra allows the cataloger to search any Z39.50 database directly from within the Sierra system using Z39.50. The retrieved record is viewed in MARC format and by the click of a button can be added to the Sierra system or can be used to overlay an existing record. If your database is set up appropriately, you can update OCLC holdings data for bibliographic records you download from a remote Z39.50 search. When you choose to update OCLC holdings, the system sends a transaction request to the appropriate OCLC server, which then typically updates the database in an overnight process to indicate that your library owns the material indicated by the request. Sierra also supports record import and export through OCLC Connexion for libraries preferring to use Connexion. Attached records are created during record loading from data in a field of the bibliographic record, such as a 945 or 949 field. The customizable record load tables that your library has acquired determine which fields contain attached record data.	Complies
5.4 Acquisitions	
a) The Acquisitions Module must be fully integrated with the OPAC, along with the other staff modules. Changes made from within the Acquisitions module shall be reflected throughout the database.	Complies
b) Each order record must be automatically and dynamically linked to a bibliographic record.	Complies
c) The system shall be capable of accepting new bibliographic information about a title at any time after order placement or when its receipt is recorded.	Complies
d) In order to create an order record an operator shall be able to obtain a bibliographic record in several ways:	Complies
I. By using an existing library record via searching the library database by any library-defined access point available elsewhere in the system (including all numeric match points as well as via keyword).	Complies
II. By searching a remote Vendor databases using a Web Services protocol and saving a MARC record and beginning the ordering process.	Complies
III. By manually keying in the bibliographic information into a blank or template bibliographic record.	Complies
IV. By downloading the information from a library materials vendor, which can also include specific item order information, and invoicing data (EDI accessible vendors, such as Ingram).	Complies
V. Via on-line based MARC21 database resources.	Complies
VI. Directly from bibliographic utilities (e.g., OCLC and RLIN).	Complies
e) Describe the data access points in the Acquisitions module.	Complies

INNOVATIVE Acquisitions support retrieving records in several ways including through fund records, invoice records, order records, vendor records. Sierra also supports indexes to access the records such as by record number, title, PO number, etc.	
f) Describe the different material types, acquisition types, and order types available in the system. **INNOVATIVE** Sierra Acquisitions supports purchasing workflows including print approval (including 'quotes' received from book supplier databases), print firm order, electronic firm order (package or single-title), print continuation (standing order), electronic subscription (package or single-title), patron-driven acquisitions, gifts and donations, and out of print. Each of these has a defined order type in Sierra, allowing staff to differentiate between workflows. When creating an order, Sierra presents a pop-up menu of defined order types, including any library-defined order types. Brief records can be created by an authorized user for ordering purposes through the Sierra Acquisitions application. ▪ **Print firm order:** To create an order record, a user simply chooses 'Place Orders' from the function menu and then chooses a workform to use. Workforms are user-definable and can be set up to manage firm orders, subscription orders, e-resource orders, order from frequently used suppliers or any other form type a user might wish to create to reduce data entry effort. The user can attach the order to an existing bibliographic or resource record, search an external Z39.50 database to locate and import a bibliographic record or enter bibliographic/resource information in a new record and attach the order. Sierra automatically populates the bibliographic information in the record and the user completes the workform with order-specific information. While entering data in order records you can also: o enter ISBNs o use Multiselection Groups to enter location, fund, and copy information o add Value Added Service charges o view financial reports to assist in fund selection When order data has been entered, the "Queue P.O." box is checked to indicate that the item is ready to include in the next purchase order generated. Sierra allows you to print purchase orders or send them electronically. A code in the vendor record determines whether purchase orders for that vendor are queued for printing or for transmission electronically. Regardless of the method you use, you can limit orders by location and vendor in order to send a specific subset of purchase orders.	Complies

- **Electronic firm order:** Firm orders for e-resources, whether for a package or a single title, are handled in exactly the same way as for print orders. The order for the e-resource is attached to either a bibliographic record for the item (e.g. e-book title) or to a resource record in Sierra ERM (e.g. a package containing multiple e-resource titles). Once the order record is created, order processing is identical to print orders. When e-resources are "received" the access information is entered in the resource record to enable direct e-resource retrieval through the OPAC.
- **Print continuation:** Print continuation or Standing orders in Sierra may be treated as a "serial" (i.e. one order for many pieces, with many payments) or as a "monograph" (separate bibliographic records for each piece, related to each other and to the payment record). Treating standing orders as serials works best when relatively few items are received, and relatively few payments are made on the order in any one-year (i.e. 10 or less). To handle standing orders in this way, the operator first enters an order record into Sierra for the standing order. Sierra then assigns this order a purchase order number. Then the operator attaches a checkin record. When an individual item is received for this order, it is "received" by checking it in on the checkin card before it is paid for under the order number. To treat a standing order as a monograph, the operator creates the bibliographic and order records, assigning the order a purchase order number. The Library then simply pays for individual items under that order number. As the Library receives each item, the operator enters a bibliographic record into Sierra for the individual title. In each of those bibliographic records, the operator enters a series statement, which describes the standing order.
- **Print subscription:** Sierra provides full subscription management, including checkin of individual items received under a subscription order, renewal alerts and projection of subscription costs for subsequent fiscal years. Subscription orders may trigger multiple invoices which are linked to the subscription order record in Sierra. Subscriptions for e-resources are managed through the fully integrated ERM. Sierra includes a checkin record that lets you set up the specific subscription pattern and enumeration for issues, allowing anticipation of issues and claiming of late issues as well as checkin of receipts.
- **Electronic subscription (package or single-title):** Sierra's comprehensive ERM application stores all necessary information about each e-subscription either as a package or individual title. The Sierra electronic resource record and its related order records contain all the necessary data in one place to support the e-resource ordering and subscription tracking process. The resource record contains both fixed and variable fields that allow you to record data such as subscription periods, cost, payment, renewal and cancellation information. The library can also determine its own range of customized fields to record additional data as necessary. All the data is accessible from one interface and is indexed and searchable in the system to enable you to create custom reports based on the data stored in those fields. Order workflows for e-resources are essentially identical to ordering print subscriptions except that the order is linked to the associated e-

resource record which could be a single title or a package for hundreds of titles. E-resource subscription orders are created in the same manner as print subscription orders, with transmission via EDIFACT, e-mail or print. Sierra automatically generates renewal alerts prior to subscription expiration to allow review and reordering. ▪ **Out of Print:** Orders for out of print materials are handled in exactly the same way as any other firm order. An order record is created, and the order is sent to a supplier. In the case of out of print materials, this may involve reorder of the item after an item has been reported out of print. Sierra supports reorder from another vendor without rekeying basic order information, allowing reorder from another source (remaindered book wholesaler, used book supplier etc.)	
g) Describe how the system automatically checks for duplicate orders based on any indexed field. Changing fields for duplicate detection must be a local choice not requiring programmer intervention. INNOVATIVE Sierra performs automatic duplicate checking and alerts the user to potential duplicates when a record is added to the database, for example when vendor bib records are loaded for automated acquisition processing. Duplicate checks are performed on the bibliographic utility number, ISBN/ISSN, title duplication key (used with Sierra Acquisitions), item call number and item barcode.	Complies
h) To facilitate order entry, a large amount of data must be "defaulted" into a template so that it is unnecessary to key the same information repeatedly (e.g. if a group of orders is being sent to one vendor, then the vendor code need be keyed only once for the group). The library must have the option to establish and maintain at least 100 different default templates.	Complies
i) The system must also allow the establishment of an indexed variable field containing the local purchase order number with which multiple title orders may associated. The library shall be able to choose whether the system checks for duplicate numbers on this variable field.	Complies
j) The system shall permit an authorized user to allocate the cost of a single item across up to 100 funds in user defined proportions and as order records are created and saved, the system shall encumber and update all appropriate fund account files.	Complies
k) The system shall support a "Recommend" function, which takes in and sorts requests from the OPAC, providing automatic duplicate checking of the database, giving the acquisitions staff the ability to turn the recommendation into an order, and process it with the full functionality of the Acquisitions module.	Complies
l) Whether or not the recommendation becomes an order, the system shall allow an authorized operator to notify the patron of this decision.	Complies
m) The system shall permit an authorized operator to place a hold against on order materials from within the Acquisitions module.	Complies

n) At the Library's option, the system shall support an extended approval interface, an electronic transfer into the system of book and invoice information in enhanced MARC or non-MARC format for both approval and for firm orders.	Complies
o) This optional approval interface shall create bibliographic, order, item (optionally), and invoice information automatically.	Complies
p) The system shall support the creation of live links from within the Acquisitions module to relevant content providers, e.g., lists of book reviews, retail trade information, book jacket illustrations, etc.	Complies
q) These links shall be dynamically created at the time of retrieval of the specific bibliographic record, based upon a library-administered table of library-selected content providers.	Complies
r) The system must support EDI invoicing for materials vendors.	Complies
s) Unlimited PO lines per PO and purchase requests tracker	Complies
t) 'Send to catalog' feature for 'On Order' display	Complies
u) Support for Firm Orders, Standing Orders, Blanket Orders, and Serial Orders	Complies
5.5 Serials	
a) The Serials control subsystem must be fully integrated with the other system modules. Operations executed in the Serials Control module shall be reflected throughout the database in real time.	Complies
b) The system shall have the ability to accommodate all types of serials.	Complies
c) Serials Control Module must include the following capabilities:	Complies
I. Serials display in "Kardex," card "Line," and MARC display formats	Complies
II. Checkin	Complies
III. Claiming	Complies
IV. Routing	Complies
d) The system must be able to accept serials check-in information using a "Kardex" like format, allowing the operator to scroll forward and backward within the card	Complies
e) Check-in records must accommodate alterations in the pattern of enumeration and chronology:	Complies
I. The system shall able to archive old check in information and automatically create a new check-in screen.	Complies
II. The system must be able to accommodate serials that publish in regular "irregular" patterns	Complies
f) On a title-by-title basis, the system shall allow the Library to create an item record for circulation automatically as an issue is checked in.	Complies
g) Upon check-in the system shall automatically create and update the bibliographic record by inserting the current MARC format for holdings and locations, generating the MARC 853/863, 854/864, and 855/865 fields for issues, supplements, and indexes respectively.	Complies
h) The check-in records must contain the following data elements:	Complies
I. Past and future issues	Complies
II. Arrival date(s)	Complies
III. Number of copies received	Complies
IV. Claimed and late issues	Complies

i) The system shall easily handle pocket parts, replacements, supplements, and other pieces related to a serial which come outside of the normal pattern of receipt.	Complies
j) The system shall provide for abbreviated records ("scratch cards") to note unwanted titles, withdrawn titles, canceled titles, etc.	Complies
k) The system shall provide an “advanced” editing mode to modify check-in records, MARC formats for holdings and locations, and summary displays, for the purpose of appropriate viewing in the OPAC.	Complies
l) System shall be able to accommodate serials whose cover date spans two or more years (e.g. 1984-88,1990/91).	Complies
m) System must automatically adjust future “expected” dates based on receipt history of past issues.	Complies
n) The system must support SICI barcode check-in of serial issues.	Complies
o) The system must support check-in of electronic serial issues by inputting the serial-specific URL into the check-in record. Optionally, this may be done via electronic transfer from journal integrators.	Complies
p) System shall allow for the creation and maintenance of a routing list attached to an individual copy of a serial.	Complies
q) The system shall identify all journals eligible for claiming and produce a list of those issues.	Complies
r) The system shall be able to identify automatically issues of a serial that are overdue (i.e., those that have not been checked in).	Complies
s) System shall automatically calculate a "claim on date" for each title by counting a library- specified number of days from the expected date of an issue.	Complies
t) Recognition of overdue issues shall be available, including the following situations:	Complies
I. Failure to receive any issues against a new order within a library specified period after the date of expected first receipt.	Complies
II. Failure to receive the next issue within the expected time frame automatically determined by calculations based on publication frequency data and a library specified "grace period".	Complies
III. For titles that the library receives in multiple copies, receipt of fewer than the required number of copies within a library specified time period after check in of the first copy.	Complies
IV. For items which do not have predictable patterns of frequency or enumeration, identification of items for which there has been no check in activity within a library specified period.	Complies
u) The system shall be able to collocate all items flagged as having missing issues for which first claims have not been generated.	Complies
v) As part of the claiming review process and to avoid inappropriate claiming, the system shall display the latest payment information from the Acquisitions module as well as direct access to the corresponding order/payment record for the subscription.	Complies
w) The system shall support the ability to generate claim notices in printed form or send them electronically using EDI X12 standards.	Complies
x) An authorized operator shall be able to limit the display and production of claim notices by choosing a Limit by Location or Limit by Vendor button.	Complies

y) The system shall be able to identify issues requiring second and third claims according to library determined time lags that may be defined for various types of items.	Complies
z) The system shall be capable of taking a previously defined list of serial records and using it to create a variety of statistical reports.	Complies
5.6 Circulation	
a) Provide a brief overview of the circulation module. Describe the staff interface for viewing and manipulating patron data, circulation information, notes, and financial records. Briefly describe the major data elements that make up the module. INNOVATIVE Sierra Circulation provides simple setup of patron accounts and loan rules, fine parameters and payment, checkin and checkout, renewals, holds management, recalls and paging, notice production, in-house circulation usage tracking, rentals, reporting, alerts, expirations, offline circulation, and all other aspects of your circulation processes minimizes the burden on staff and gives them the power to maximize efficiency. A number of options exist for streamlined checkout, including an optional SIP2 interface. Alternatively, Innovative's optional Express Lane self-check software allows patrons to check out their own materials from a dedicated self-check workstation, and thus frees up circulation staff for other pertinent tasks. Sierra also includes a full feature Bookings application for the advanced scheduling of resources, including rooms, equipment, and library material as well as fully integrated Interlibrary Loans capabilities.	Complies
b) Describe capabilities for multiple circulation policies and procedures for different branches or units within the library. INNOVATIVE Sierra has an extremely flexible system for recording each library's circulation policies that is based on a matrix of Location, Patron type and Item type. Sierra can support a virtually unlimited number of locations; this structure allows a unique set of circulation policies to be established for each authority or even each individual library if this is required.	Complies
c) Describe capabilities for multiple patron categories with different privileges and permissions. INNOVATIVE In Sierra, the patron type tale allows your library to define up to 2,000 unique codes for your library's patrons. Sierra uses patron types in the following ways: ▪ To determine the loan rule for an item, in conjunction with item types and locations. ▪ To automatically block patrons from performing circulation transactions.	Complies

▪ As categories in circulation reports.	
d) Describe the calendar system and how the module calculates loan periods, due dates, and fines. INNOVATIVE All circulation policies are configurable for any combination of patron category, item type and location. In this way, each library has full control over circulation policies for all patron categories and item types. Circulation policies are recorded in a series of five main tables in Sierra: the loan rule table, rule determiner table, patron block threshold table, Library calendar, and table of locations served by each workstation. Each of these tables may be accessed from a single drop-down menu, and an authorized Library staff member can change or add to these tables at any time. Changes take place in real time. The Library Calendar table tells the system the days that the Library is closed, and, in the case of hourly loans, when the Library opens and closes each day. This information is used to adjust any computed due date so that items do not fall due at a time when the Library is closed. It is also used, at the Library's option, to not assess fines for overdue items during the time that the Library is closed. It is possible to specify the hours and days of service separately for each Library location.	Complies
e) Describe staff permission levels and capabilities for overriding system functions or limits. INNOVATIVE Sierra provides comprehensive role-based permissions to secure functions within the application. There are several hundred different permissions across all aspects of the application, including create, view, edit, and delete permissions for each record type, as well as specific functional permissions for task performed within each application/functional area. Each specific transaction type is controlled by system permissions. Established functional profiles can be created for groups of users, with individual user logins being assigned to the group. In addition, individual users can each have custom profiles with unique combinations of permission settings that may span any or all functional modules of Sierra. In this way, the library can control exactly which functions every individual user can access. Sierra automatically enables / disables functions in the Sierra staff client when a user logs in based on permission settings attached to that login. User accounts, Groups and associated permissions are managed in the web-based Sierra Admin App.	Complies
f) Describe options for uploading patron data from external sources to create or update the patron file.	Complies

INNOVATIVE There are a variety of methods in the Sierra system that can be used to import patron information, including APIs and data loads that can be scheduled automatically or done manually. Most often patron records can be created through batch import of data from an external system (student information system). Load profiles allow the update of patron details in existing records (merge) as well as creation of new records. Sierra also allows direct entry of patron records through user-definable record entry templates.	
I. Describe how the online patron registration interacts with the patron database INNOVATIVE Online registration is provided as a standard component of the Sierra solution. Configurable webforms allow the library to define required fields and customize the display text (instructions, rules, contact information). Backend capabilities allow staff to define the access permissions for self-registered patrons and provide workflows for reviewing self-registrations. After the patron completes the webform and clicks Submit, the system generates a patron record based on your organization's template settings for patron records. The system assigns the new patron a temporary new barcode based on the system-generated patron record number and displays a confirmation page. Sierra provides configurable duplicate checking for patron records. Usually duplicate checking is done on the barcode or other externally issued ID (university ID, driver's license, government ID), but duplicate checking can be performed on any field. Sierra lets you specify the fields to be checked for duplicate patron records when library staff create new patron records or for patron self-registration. To specify the fields to be checked, simply enter a list of one-letter field group tags from the patron record. A library-defined message is supplied if a self-registration is rejected, which can provide instructions for contacting staff.	Complies
g) Describe how to delete or edit selected patron records by batch mode. INNOVATIVE A user with permissions to modify a patron record can update the patron record. Sierra's Global Update function allows global updates of patron data. Patron records for global update can be selected by searching Sierra to generate a results list or using Create Lists to select records based on a more complex set of criteria using indexed and non-indexed data elements. Once the set of records has been identified,	Complies

you can specify the changes to be made. Sierra generates a preview of the changes for review prior to implementing them in the system. To merge patron records, a user simply chooses Merge Duplicate Patron Records from the function list. They then identify the patron to be merged and the destination patron record to merge it into, then choose Merge Patrons. The system copies all barcode, message and note fields, transfers all checkouts, holds and unpaid fines, and updates all the circulation counts and other statistical fields into the new combined record. This allows update of patron data using information exported from an external source without overwriting other information in the patron record. Sierra's read/write REST APIs can also be used to update patron information at the field level in real time from an external system (e.g. student information system). To delete patron records, an authorized user can retrieve a patron record, open it for editing and select Delete. If there are any outstanding obligations (checkouts, fines owed, claims returned, etc.) then the system will block the deletion and alert the user in a popup to the conditions preventing deletion. For bulk deletion, Create Lists is used to generate a review file of qualifying records. This is then used to delete the qualifying records in batch. Sierra will generate a report of all records that could not be deleted because of outstanding obligations to allow staff review and resolution.	
h) Give a brief overview of the backup or off-line circulation function. INNOVATIVE Innovative provides Offline Circulation software in the case of an emergency. The software can run on any device running MS Windows OS and is installed with a user-friendly installer. Sierra's Offline Circulation software is capable of recording circulation transactions, including patron registration, check-in, checkout, and renewals, if the Library's server should be unavailable. When the main system becomes available again, the Library can update the system's circulation information by using Offline Circulation to transfer the recorded transactions to Sierra. PC transactions (from one or more PCs at one time) may be transferred with all accumulated data to the central processing unit, where all files will immediately be updated. Multiple circulation sites may upload data simultaneously. Once the offline files have been uploaded, they can be processed, and any error conditions reported.	Complies
i) Describe system-generated and manual blocks, including criteria for blocking, alerting staff, process for adding, removing and overriding blocks, and the effects of blocks on patron notices. INNOVATIVE The Patron Block Threshold Table controls the kinds of automatic patron blocks to invoke, and when to invoke them. The library can set specific limits for each patron type and Sierra automatically blocks transactions when these limits are exceeded. Patrons can be automatically blocked for the following reasons:	Complies

▪ Patron card expired ▪ Too many items checked out - maximum number of items the patron can check out (all types) ▪ Too many items of a certain item category checked out – item categories can be defined with any combination of item types and locations. ▪ Outstanding fines and bills exceed a certain amount ▪ Not responding to overdue notices ▪ Too many items on hold (applies only to placing more holds) Different thresholds for invoking each automatic block can be set for each patron type. Manual blocks can, of course, be set for any patron, for any reason, by an authorized staff operator. Staff with proper permission can remove/override blocks.	
j) Describe the hold and recall functions including placing, deleting, freezing, and displaying hold queue order. INNOVATIVE If a patron wants to check out an item, but the item is not currently available, you can place a hold (sometimes called a "reserve") on the item for the patron. You can place one of three types of holds for a patron: ▪ Item-level Hold – You place a hold for a patron on an item record (for example, a specific copy of a book). If an item record contains data in the Volume field, you can place an item-level hold on a specific volume of a set. An item-level hold can be satisfied when that item is returned to the library system. ▪ Volume-level Hold – You can place a hold for a patron on the first available copy of a volume. A volume-level hold can be satisfied when any item associated with the specified volume record is returned to the library system. ▪ Title-level Hold – You can place a hold for a patron on the first available copy of a title. A title-level hold attaches to the bibliographic record for the desired title; for this reason, title-level holds are sometimes referred to as "bibliographic-level holds." A title-level hold can be satisfied when any item associated with the specified bibliographic record is returned to the library system. A hold is fulfilled when: 1. An item that could satisfy the hold: a. Is checked in b. is used to satisfy the hold (for example, staff allow the item to fulfill the hold) 2. Library staff place the item on a holdshelf and send a hold pickup	Complies

notice to the patron.

3. If the patron checks out the item before the pickup by date, the system fulfills the hold. If the patron does not pick up the item by the pickup date, staff clear the item from the holdshelf.

Hold Queue

A hold queue is a sequenced list of patron hold requests on an item, volume, or bibliographic record. The position of a hold within a hold queue is determined by the date and time that the hold was placed (unless the queue has been re-sequenced).

In a hold queue you can:

- Add patrons to an item-, volume-, or title-level hold queue.
- Re-sequence the order of patrons in a hold queue.
- Cancel or modify holds on a bibliographic, volume, or item record.
- Transfer an item hold from one item hold queue to another.
- Limit any hold queue to items to be picked up from your location.

Freeze

Your library can let specified patrons suspend or "freeze" requests. "Freezing a request" means that the patron's position in the hold queue is skipped over until the request is reactivated. This allows the patron to stay in the hold queue while holds are filled for patrons further down in the queue.

The system does not allow a patron to "freeze" (suspend) a request if:

- The hold can be fulfilled by an item that is:
  - Available
  - In-transit, or
  - On the holdshelf for the patron
- The hold status is "IN TRANSIT" or "ON THE HOLDSHELF".
- The item is paged, and the patron's hold is next in the hold queue.
- The patron's position in the hold queue is fewer than the number of available items that can satisfy a bibliographic-level hold.

When a patron freezes a request, the system changes the patron's "not wanted before" date to 255 days (a system-specific maximum value) from the hold's creation date.

Recall

When you place an item-level hold on a checked-out item, Sierra can offer you the option of recalling the item from the patron. When you recall an item, the system allows you to specify a new, earlier due date for the current loan and generate a recall notice to be sent to the patron.

Cancel You can cancel holds in the following ways: ▪ In the hold queue for a bibliographic, volume, or item record. ▪ In the Holds tab of a patron record. ▪ By clearing the holdshelf (expired holds only).	
k) Detail capabilities for generating patron notices. Specify how notices can be customized. Specify whether notices by email, texting (SMS), and automated telephone alerts are supported, and how undelivered notices are handled by the system. INNOVATIVE Sierra provides the ability to send notices to patrons by means of email, SMS or print, as well as by telephone, and by RSS if the Library has acquired the My Record Feeds product. Notices may be compiled and printed as often as the Library finds necessary. For orderly administration, Innovative recommends that notices be printed once a day. Thresholds that determine when notices are sent can be configured through the relevant loan rule parameters; patrons are able to set their preferred method of notification in their security-protected, personal My Account. By default, library staff can select notice parameters and generate circulation notices for the Locations Served assigned to their logins, all locations, or a single branch location. Sierra supports the following types of notices: ▪ Overdue notices: Automatically prepared each night when the system scans the file of items checked out. ▪ Hourly overdues: Prepared by the system on demand. ▪ Recall notices: Automatically prepared by the system when an item is recalled as part of the placing of a hold. ▪ Hold pickup notices: Automatically prepared during checkin of an item with holds. ▪ Hold cancellation notices: Automatically prepared when the hold shelf is cleared, or when an item with holds is reported as missing or claimed returned. May also be produced as needed by an authorized operator. ▪ Paging notices: Prepared when a hold is placed on an item that is available at another location. ▪ Bills and fine notices: Fines are automatically prepared by the system when an overdue item is returned. Bills are automatically prepared by the system when an overdue item is not returned within a Library-specified time period, or when an item is reported as lost. Fines and bills can also be produced manually by an authorized operator. ▪ Summary of all outstanding bills and fines: Prepared and printed on demand. Notices may be printed for all patrons, or select patrons based on patron	Complies

record number range, patron type, total amount owed, invoice number or Boolean review file.

- Statements of checked out items
- Overdue notices for missing and claimed returned items
- Statements of charges
- Statements of checkout items
- Title paging lists

Notice Format

The Library can set and adjust notice parameters themselves. Sierra features highly flexible, customizable print templates for routing slips, hold pickup slips, hold pickup wrappers, and transit slips. For these notice types, the Library can specify what information to include on slips and customize features such as font size, type, and layout. These print templates will fully support the Unicode character set.

The Library can customize print templates by exporting and editing an existing print template. The template exported can be either a default template, supplied by Innovative, or an existing custom template. The Library imports and exports print templates using Sierra. However, template editing is done with a third-party application (such as iReport).

For other notices, you may also customize format, choosing the size of the form the notice prints on. The Library also has a great deal of flexibility to define and control the content of notice messages.

A history of sent notices, which includes the total number of notices sent using the specified parameters, may be viewed.

Saved Notices

The Saved Notices function allows users to save notice production job parameters. Notice job steps can be automated for speed and convenience.

Similar to a "template," a job can be copied and then can be edited for modification and use in another context, and only by authorized staff.

Notices can be sent via e-mail, SMS, print/mail or telephone (with optional third-party components). The patron's preferred communication method is stored in the patron record. This can be entered and modified by library staff and, if allowed by the library, patrons can access their own patron records and can modify their preferred communication method.

If a notice cannot be sent by the preferred method (SMS or e-mail failure), Sierra automatically reverts to a print notification. Sierra provides a Change Address function with notice production that allows the library to specify the ADDRESS field to be used in that notice job for some (or all) patron types.

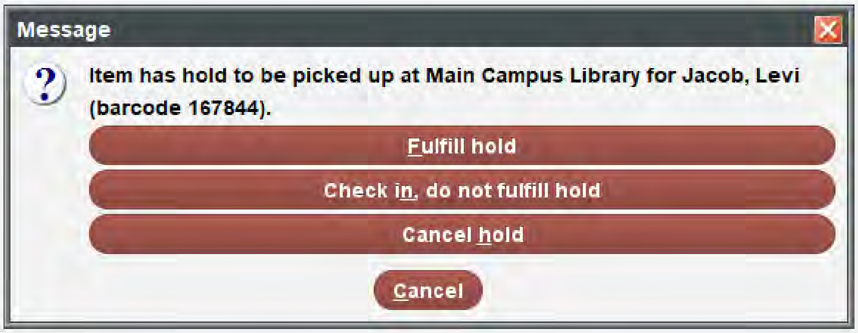
l) Describe process for circulating material if no record exists in the catalog (e.g. Circ on the fly). INNOVATIVE Sierra provides "on the fly" templates for creating brief bibliographic and item records to allow circulation of uncataloged materials. Templates can include defined item types or other library-assigned codes to allow easy searching and reporting for temporary items to facilitate cataloging of complete permanent item records or removal of the temporary item records if required. As with all system activity, creation and editing of temporary item records are logged in the transaction log.	Complies
m) Specify capability of providing circulation counts or statistics for items used in-house. INNOVATIVE The Count Use functions enable you to collect in-house usage statistics for library materials that do not circulate. For example, you might choose to collect usage statistics on items found unshelved among the stacks, items left by a copy machine, or non-circulating items that are part of a special collection. The system enables you to count usage in the following ways: ▪ You can count item use in three categories: internal use, copy use, and item use 3. These categories correspond to the INTL USE, COPY USE, and IUSE3 fixed-length fields in item records. ▪ You can count photocopy use by patrons. Counting photocopy use updates the PIUSE fixed-length field in patron records along with the COPY USE field in item records. By providing four separate fields for different types of internal use, Sierra lets your library define categories of use as needed for internal statistical tracking. Statistical reports on internal use counts can be viewed in the In-house Circulation Report in Web Management Reports.	Complies
n) Describe how items circulate without an item barcode attached. INNOVATIVE Records can be retrieved by title, record number, etc. and checked out to the patron.	Complies
o) Can Patron records be loaded and/or registered without a barcode or patron id number attached?	Complies
p) Will system show fine totals for items in circulation that are collecting fines, in addition to items that have been checked in with fines?	Complies

q) When a hold is processed is it possible for all hold information to show on the first screen, instead of requiring several clicks and screens to get all the information?

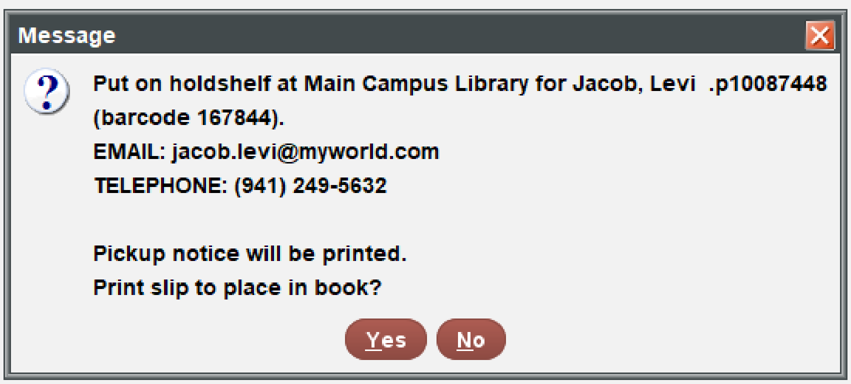
Complies

INNOVATIVE

When an item that fulfills a hold is checked in, the staff will see patron's name and barcode:



Sierra will prompt to print a slip to place in book, and will include Patron's name, barcode, email and telephone:



We continue to refine the holds management process based on customer feedback, including a major revamp of the holds management process coming in the next Sierra release in 2021.

5.7 Interlibrary Loan

a) Briefly describe Interlibrary Loan compatibility and functionality.

Complies

INNOVATIVE

The Sierra Inter-Library loan function seamlessly integrates with all features of Sierra, including Circulation and Acquisitions functions. Specific loan and fund parameters can be configured for material received via Document Delivery. Sierra Inter-Library loan also integrates with the Discovery interface by offering users the ability to request items and monitor requests directly from the interface.

Circulation of physical materials to the patron is performed using standard circulation functions. The temporary item record created during the ILL process is used to manage the circulation. Neither the bibliographic details from an ILL request nor bibliographic details from an ILL item received from another library will appear in the local catalogue. ILL items are given temporary item records when they are received by the requesting library. When the item is sent back, these temporary item records are automatically deleted to prevent the system from filling up with ILL items. In the staff Interface ILL requests are given their own section in the patron record. In this section all current ILL requests are viewable. From a patron's online "My Account" view, ILL requests, because they are circulated with a temporary item type, display interfiled with standard requests. When the patron returns the ILL item, staff process the physical return of the material to the lending institution and record the return in the ILL record.

Sierra also supports ILL charges, both those assessed by the lending institution and those charged to the borrower. The rules around ILL requests are fully definable by the library. Each library can determine whether to charge for ILL requests and how much to charge in the system parameters. ILL charges can vary for different library locations as well as patron types. These charges are assessed automatically as a part of Sierra's ILL processing.

For ILL fulfilment charges, charges are either added to the patron account or library staff can choose a fund account to charge for the item, which can be a departmental account for the patron, a library ILL account or any other type of account set up for this purpose. Additional variable charges can also be applied to the patron account as needed. ILL charges appear with all other library charges (fines, fees, membership, replacement/damage charges, etc.) in the patron account record and trigger billing notices to the patron. Payment for all fee types is managed through the fine/fee payment functions of Sierra Circulation. The user will also be able to view all ILL activity and charges through their personal My Account area in Discovery and can perform functions like e-payment if this is configured by the library.

ILL lending rules are managed through Sierra's Loan rules, and all ILL activity can be viewed in the patron record. ILL Requests are included with other circulation activities with regard to patron blocks. A patron blocked for excessive overdues, excessive fines or an expired patron record will be blocked from placing ILL requests. Sierra manages ILL request limits separately from other circulation limits, however. Sierra allows quotas on document delivery requests to be set in the Patron Blocks parameters. For each library-defined patron type, you can determine the maximum number of ILL requests that can be open at one time and set a separate limit on the number of ILL requests that can be placed during a library-specified time period (e.g. a number of

months, an academic term, and a calendar year). Of course, it is also possible to disallow ILL requests for specified patron types.	
b) Describe batch processing/printing functions that are similar to First Search OCLC. INNOVATIVE Sierra ILL allows for both single and batch processing of requests. See further detail in response to a) above. In addition to Sierra ILL, we support Link+. More impressive than traditional ILL, the direct consortial borrowing of LINK+ fully integrates with the patron discovery, patron account, staff workflows and circulation within Sierra. It transforms traditional interlibrary loan from helping a few patrons request a few items each year, to a truly amazing patron-initiated, circulation-based resource sharing platforms. Libraries using LINK+ borrow a tremendous number of titles per year, allowing the service to transform their collection. For example, with over 7M titles and 24M items to choose from, the LINK+ collection multiplies Menlo Park's collection by over 46x; and Pleasanton Public Library, similarly sized to Menlo Park, borrowed over 11,000 items in 2019. LINK+ is one of the few services that can have a meaningful impact on your library's service to the community for a relatively minimal cost.	Complies
c) Borrowing Request must include patron barcode.	Complies
d) Borrowing Request must include courier code.	Complies
e) Describe system's function for printing mailing labels. INNOVATIVE Depending on features enabled at your library, Sierra prints a mailing label when ▪ You check in a held item at its mailing location (Holds Mailing Labels) ▪ You receive an item for Held Item Delivery Mailing labels consist of: ▪ Patron Name ▪ Patron Address ▪ Title ▪ Call Number ▪ Item Barcode ▪ Patron Message	Complies
f) Describe any existing interoperability with other ILL products.	Complies

INNOVATIVE

For libraries choosing to use other ILL systems, Sierra offers several points of integration. Sierra supports NCIP for transactional data and provides a number of API endpoints that include several patron functions, including fines, holds, requests and renewals.

Sierra interfaces with WorldCat Navigator to provide circulation integration using NCIP and SIP2 protocols. The OCLC circulation integration process lets library staff perform circulation transactions within the Navigator user interface and record these transactions within Sierra:

- Request items
- Check out items
- Check in items
- Renew items
- Cancel requests
- Look up users, items and requests

Because these activities are performed within Sierra, the user will be able to view this activity through their personal account.

In addition, Sierra offers seamless integration with INN-Reach based resources sharing systems like Link+.

5.8 Inventory control

a) Provide a brief overview of inventory control, including capabilities of records to support copy-level and item-level information. — Complies

INNOVATIVE

Sierra inventory functions are designed to be used with any mobile device model that supports a web browser and that can be connected to an input device (barcode scanner or RFID wand) that will read the tags in use at the library. There are no specific device models required.

Sierra's mobile inventory solution lets staff resolve issues directly on the handheld device while they are conducting the inventory by setting or clearing item statuses and identifying mis-shelved items that need to be pulled and returned to their correct location.

Users simply scan barcodes sequentially in a given shelf range.

If the item's STATUS is "AVAILABLE" and it is in the correct location on the shelf, the system updates the inventory date, and Inventory Control displays the Inventory Control success screen showing the barcode and title data of the updated item as shown below.

If you process a barcode for which the item STATUS is "CHECKED OUT" (although the item is in the library), Inventory Control displays the Item Detail and prompts you to check in the item.

If an item has a status other than "available" or "checked out" (for example, the item status is "missing"), Inventory Control displays the Item Detail with a warning message and gives the user the option of clearing the status.

Inventory Control also provides Shelflist functions to help identify missshelved items. The user simply scans barcodes in the range being inventoried and view shelflist result details directly on the handheld device. Typically, this will just be the results where there are issues (red items), which will include “In Range – Warning”, “Out of Range” and “Missing from shelf” alerts:

- In range – Warning: one or more scanned items have an unexpected condition (for example, an item status other than '-' (AVAILABLE)) or are out of order (i.e., the order in which the item was scanned does not match the item's placement in the system's shelflist).
- Out of range: one or more scanned items are missshelved and do not belong within the specified range in the system's shelflist.
- Missing from shelf: one or more scanned items that are expected to be in the stacks but were not detected by the scanner.

Selecting any of these alert categories displays the associated list items. To update item record fields for individual items from the list of results, simply choose the item you want to update. The Shelflist function displays the item detail and allows you to update specific item record information directly in the stacks (updating status, adding either public or staff-only notes, adding locally defined codes, etc.)

Once all issues have been resolved or the associated item records updated to reflect the current status, the user can choose Start Over from the shelflist result summary screen to move on to the next set of items.

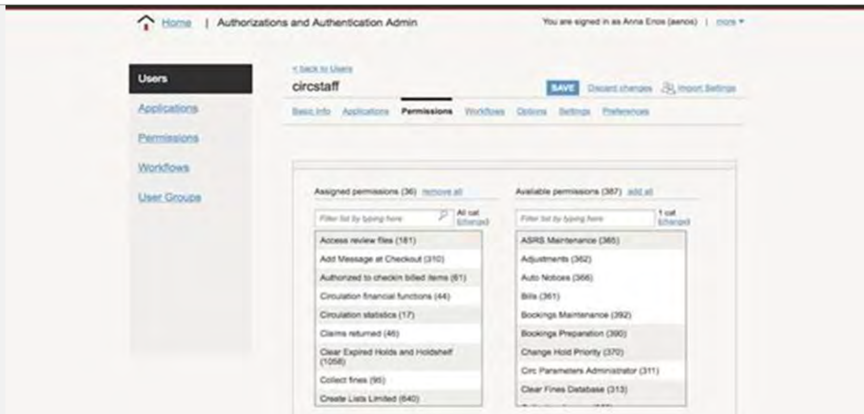
Innovative also offers a staff interface designed for smart phones, Mobile Worklists. Mobile Worklists supports inventory management, weeding, relocation projects and list generation in a simply, intuitive app. Fully cloud-based and integrated with the Sierra Desktop App, Mobile Worklists provides new functionality for traditional library operations, including:

1. Weeding
2. Searching projects
3. Placing items on display
4. Relocation projects - moving items to and from storage, between branches, and throughout the library

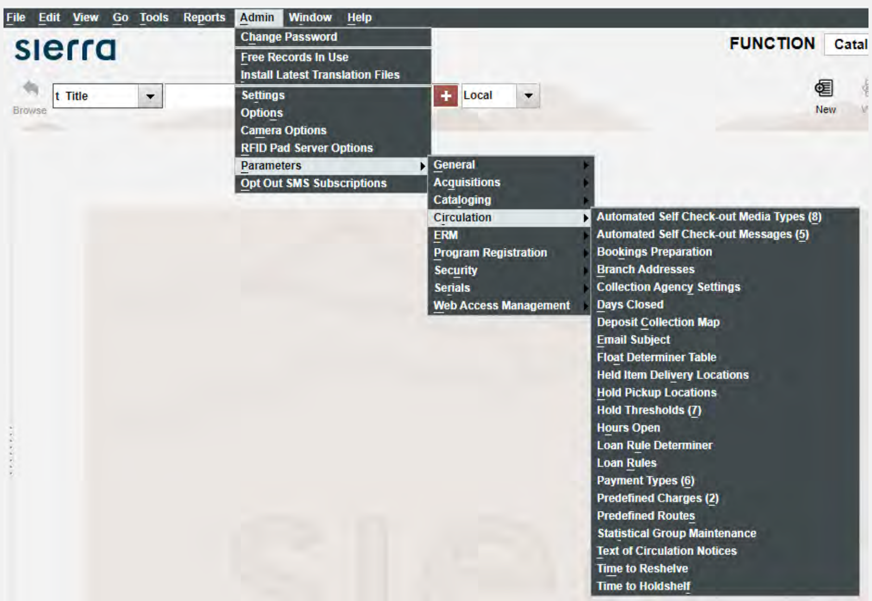
5. Managing new collections 6. Generating lists of course reserve items 7. Labelling projects 8. ILL delivery tracking 9. Inventory projects	
b) Describe use of barcodes in relation to item records, e.g., if the barcode can be changed while preserving the association with item data, safeguards to prevent the use of duplicate barcodes. INNOVATIVE The system will automatically check for duplicate barcodes unless the library turns off the function. Barcode patterns can be defined by the library and validity checking can be setup.	Complies
c) Describe safeguards in place to prevent deletion of an item record if there is an active link to another record in the system, e.g., circulation charges, remote storage location, etc. INNOVATIVE The Rules for Deletion of Records file contains the logical rules that determine whether a record can be deleted. These rules are defined by the library.	Complies
d) Describe the limitations on number of copies/items that can be associated with a single bibliographic or holding record. INNOVATIVE There is no limit to the number of items that can be associated with a single bibliographic record.	Complies
e) Describe capabilities for indicating the status of items in the OPAC, including the library's ability to define conditions, the process for adding and removing statuses, and the tracking mechanisms used for item records. INNOVATIVE The item status is a fixed-length field in the item record. Sierra primarily displays the item status in various circulation functions, although the item status definition can also appear in Vega. Some item statuses are system-generated as part of circulation processing (for example, BILLED), while library staff can add others (for example, LIB USE ONLY) to indicate that an item is not in use for circulation. The status field stores the current status of the item. The system updates the value of this field to one of the standard codes as a result of system activity	Complies

(for example, checking in an item, marking it lost, and so on). In addition to the standard codes, the library can define additional item status values and meanings. Standard Codes: ▪ Available ▪ On Holdshelf ▪ Billed Paid ▪ Missing ▪ Billed NotPaid ▪ Claim Returned ▪ Lib Use Only ▪ In Transit	
f) Describe support for global updating of item record data, including locations, loan periods, etc. INNOVATIVE Sierra's Global Update function enables authorized staff to perform large-scale changes to user-determined groups of records in the Library's database with ease and efficiency. *Global Update can be used on records of any type*, including bibliographic, resource, license, authority, item, holdings, patron, course and order record types. More than one type of record can be edited simultaneously. Changes can be performed on both indexed and non-indexed fields, including certain elements in order records. An authorized user can edit MARC tags indicators, and subfield codes, as well as Innovative field group tags. A list of update commands can be applied to as many individual records or record sets as desired. Global Update can preserve the list of update commands while the user performs another search for records. Once the list of records to be updated has been created and reviewed, the specific changes to be made include: ▪ Change variable-length field ▪ Delete variable-length field ▪ Insert variable-length field ▪ Change fixed-length field ▪ Change special field ▪ Delete duplicate field ▪ Add to beginning of variable-length field ▪ Add to end of variable-length field ▪ Copy variable-length field ▪ Change non-MARC field to MARC ▪ Change MARC field to non-MARC	Complies

Records can be selected for global update using any simple or advanced search (including complex searches with multiple Boolean arguments) or using Create Lists which allows selection of records using complex criteria that can include data elements in attached records as well as within a record. After the user has selected records and specified the changes to make, changes can be previewed in the Preview tab. In this tab, the changes to each selected record can be previewed. 'No Changes Detected' appears for records unaffected by the change commands. Global Update selects all records in the Preview list by default, that is, highlights each line and selects each check box. Changes apply to all selected records. The user can clear (uncheck) a record's check box to prevent the system from applying the changes to that record. Once the Global Update has been verified, the user chooses Process to apply the change in the catalog in real time and can be performed without significant impact on other system activities. Sierra also includes the Rapid Update feature that provides a streamlined process for simpler bulk updates. Using this feature, an authorized operator specifies a change that is to be applied to many records, such as the insertion of a new field or the changing of a fixed-length field (e.g. language, location, patron type, etc.). The operator then specifies the group of records either by entering a range or set of record numbers, a review file or Boolean criteria (e.g. record has, does not have, etc.). Sierra will then perform all desired changes to all selected records. This is typically used for simple changes, for example changing a set of items to a new location.	
5.9 System administration & report	
a) Provide an overview of the capabilities for configuring and customizing the system that can be performed without Vendor assistance. INNOVATIVE Sierra provides an extensive array of customer-managed parameters and settings. These are managed through the web-based Sierra Admin App or directly within the Sierra Desktop Application (SDA) – the staff interface. The Sierra Administration Application is used to configure user logins, user access to applications, user functional permissions and user groups. In addition, the Admin App lets the library configure Advanced word Search options and configure the Sierra Scheduler to automate routine tasks.	Complies



Within the SDA, the Admin menu option provides access to hundreds of parameter settings for managing all aspects of library operations in all functional modules. Parameters include Password Policies, Loan Rules, Library calendars, location settings, currency exchange rates tax rates and much more.



Within the Sierra staff client, the Admin menu option provides access to hundreds of parameter settings for managing all aspects of library operations in all functional modules. Parameters include Password Policies, Loan Rules, Library calendars, location settings, currency exchange rates tax rates and much more.

b) Describe staffing requirements and skill or training required to support the proposed system.	Complies

INNOVATIVE

Innovative Hosted Services are fully managed solutions that relieve libraries of all responsibilities associated with installing, managing and maintaining

applications systems and software on premise. Local library systems management responsibilities will involve local workstation support, ensuring network connections and firewall configurations and assisting library staff with more technical matters, like batch record loads, customizing validation tables, setting up and configuring remote authentication (LDAP, Shibboleth, etc.) and other back end application tasks.	
b) Describe installation of software upgrades and frequency of new releases. INNOVATIVE Innovative releases software updates approximately twice a year, which include enhancements as well as any maintenance fixes that are needed. Software upgrades are scheduled with each customer to occur during the regular maintenance window at a time and date that will have minimal impact on library operations.	Complies
d) Provide an overview of the system's index structure and indexing capabilities.	Complies
I. Specify which indexes are updated dynamically and which are updated through batch processing or job scheduling. INNOVATIVE All indexes in Sierra are library-defined. Each record is indexed as it is added to the system. That is, the system uses index rules to move various portions of the record's data into database indexes. The record then can be retrieved by comparing search terms to the contents of a specified index. Sierra uses three types of indexes: ▪ Record Number Index - The record number index is system-defined and contains the system-generated unique ID number of each record. The record number is sequential, assigned to each record as it is created, and the final digit is a check digit. ▪ Phrase Index – A phrase index is created from a specified string of text in a variable-length field. A phrase index includes the entirety of the MARC field's specified subfields in a single index entry, in the order in which they appear. o There is one set of phrase indexes for the entire system o There is a maximum of 25 different phrase indexes o Some indexes are shared between records. For instance: ▪ The author index is used by bibliographic and authority records ▪ The barcode index is used by item and patron records o Some indexes are unique to a record. For instance: ▪ The name index is used by patron records only ▪ The instructor index is used by course records only	Complies

- Advanced Word Search Index – The Advanced Word Search (AWS) index takes a specified string of text from a variable-length field and indexes each word separately.
  - The AWS index is primarily used by bibliographic records, but other records are also included as defined in the system software
  - Although there is one AWS index, it is made up of segments which can be searched separately. The segments are:

Segment	**Includes**
Author	all entries in the author phrase index
Title	all entries in the title phrase index
Subject	all entries in the subject phrase index(es)
Note	entries from MARC tags not included in the author, title and subject phrase indexes. For instance, note data from the 5XX MARC tags

  Numeric fields such as call number, ISBN, and other standard numbers are not included in the Advanced Search index

Index Rules

Index rules determine what data is indexed and how it is normalized for indexing.

- Index rules for a record type contain one or more lines for each variable-length field to be indexed. The lines indicate the index(es) into which the variable-length field and its subfields are to be indexed.
- Variable-length fields that do not match an index rule are not indexed. The combination of field group tag + MARC tag + indicators + subfields must exactly match for the field to be indexed.
- To be indexed, a variable-length field must be stored in the field tag specified in the rule and must have the MARC tag (and indicators if listed) specified in the rule.
- Field group tags, MARC tags, MARC tag indicators and subfields are used in index rules.
- A single MARC tag can be assigned to more than one index.
- An index rule can specify subfields to include or exclude.
- Different subfields from the same MARC field can be used in different indexes.
- Each index can include many MARC fields and subfields.
- Non-MARC and MARC fields are indexed together.

Normalizing Data Normalization is the process where data is standardized to improve sorting and retrieval. The standard normalization process does the following: ▪ Takes the first 150 characters of the string to be indexed ▪ Strips non-filing characters from titles as designated by MARC tag indicators ▪ Strips apostrophes and diacritics ▪ Converts ampersands to the word for "and" in the primary language of your system ▪ Retains the punctuation symbols + # $ % @ within the index ▪ Replaces subfield delimiters and many other punctuation marks with a space ▪ Collapses multiple spaces to a single space ▪ Indexes the first 125 characters of the normalized string The system also uses specialized normalization processes: ▪ For barcode and standard number indexes, all spaces and punctuation marks are stripped ▪ Dewey, LC, NLM, SuDOC, and UDC classification schemes have unique normalization rules ▪ In the AWS index, each word is indexed separately ▪ In the AWS index, most words that include diacritics are indexed with and without the diacritics	
e) Describe capabilities to extract data from the system, manipulate it, and reload it, or download to external sources. INNOVATIVE This is supported with Sierra Data Exchange as described in 5.3.6 above.	Complies
f) Describe system limitations on the number or length of records and fields. INNOVATIVE **All Records** ▪ The maximum length of records of all types in the system is 100,000 characters. ▪ The maximum length of variable-length fields is 10,000 characters. ▪ Each record has a limit of 127 MARC and non-MARC fields with the same field group tag. ▪ A WebPAC export file can hold a maximum of 2,000 records.	Complies

System Codes ▪ The maximum number of location codes is 10,000. For more information, see Branches Table. ▪ The maximum number of language codes is 800. ▪ The maximum number of country codes is 500. ▪ The maximum number of locations that can be associated with a located served is 500. **Records for Acquisitions-related Functions** ▪ A system is configured with 750, 1500, or 3600 funds. As an option, this number can be increased to 5000. ▪ The maximum number of funds that can be entered in one order record is 100. ▪ The maximum number of external funds is 500. ▪ The maximum number of PAID fields in one order record is unlimited. ▪ The maximum number of locations that can be entered in one order record is 2,000. ▪ The maximum number of lines that can be entered in one invoice is 500. ▪ The maximum number of entries in each invoicing session is 2,000. ▪ The maximum number of invoices in each electronic serials invoice is 70. ▪ The maximum number of entries in the Payment History file is 10,000. ▪ The maximum number of encumbrances that can be posted at one time is 2,000. ▪ The maximum number of vendor records is 30,000. ▪ The maximum number of accounting units is 63. If your library also has multiple serials units, the system can support up to 63 unique locations for both the accounting and serials units. **Records for Circulation-related Functions** ▪ The maximum number of fines that can be outstanding at any one time for a particular patron is 200 for most hardware platforms. ▪ The maximum number of holds that can be placed by any single patron is 400. ▪ There is no maximum for the number of holds that can be placed on one item or for the "first copy available" (title level hold). However, the amount of hold data in an item or bibliographic record is limited by the overall length of the record. ▪ The maximum number of bookings that can be placed by any single patron is 400. ▪ The maximum number of bookings that can be placed on one item is 400.	

▪ The maximum number of items that can be on reserve for a course is 350. An unlimited number of bibliographic records can be on reserve for a course. ▪ The number of items that can be held on ALL holdshelves for pickup is 500,000. ▪ The number of items for which hold pickup or hold cancellation notices should be printed is 33,000. ▪ When the circulation invoice number (displayed on receipts for fines and recorded in the Fines Paid file) reaches 1,000,000, the system automatically resets circulation invoice numbering to 1. ▪ The circulation override file holds 3500–5000 override messages. **Records for Serials-related Functions** ▪ The maximum number of checkin boxes per checkin card is 120. ▪ The maximum number of serials units is 63. If your library also has multiple accounting units, The system can support up to 63 unique locations for both the accounting and serials units.	
g) Describe mechanism used for periodic database reorganization or re-indexing, and describe any significant loss of functionality during these processes. INNOVATIVE Sierra uses the PostgreSQL dbms which allows dynamic indexing. There is no need for periodic database reorganization or reindexing. Sierra is designed to operate 24x7x365 with downtime only required for periodic patches and upgrades.	Complies
h) Include documentation on recommended indexing schema and/or schema used by other public research libraries. INNOVATIVE Sierra has two types of indexes: ▪ Keyword index – The Advanced Word Search (AWS) index is a form of the keyword phrase index. It takes specified strings of text from variable-length fields and indexes each word separately. ▪ Phrase indexes – A phrase index is created from a specified string of text in a variable-length field. A phrase index will include the entirety of the MARC field's specified subfields in a single index entry, in the order in which they appear. Phrase indexes are given a one-letter abbreviation known as an "index tag." Index tags and field group tags are not the same thing. Here are the standard system phrase indexes:	Complies

Index Tag	Index Name	Type of Record
a	Author	Bibliographic and authority
b	Barcode	Item and patron
c	Call no.	Bibliographic, item and holdings
d	Subject	Bibliographic and authority
g	Gov't Doc no.	Bibliographic and item
i	Standard no.	Bibliographic
k	Titlekey	Bibliographic, built on the first seven words of the title; used to find duplicates when keying new records
m	Resource subject	Resource; used in the ERM module
n	Name	Patron
o	Control no.	Bibliographic
p	Prof/TA	Course
r	Course	Course
t	Title	Bibliographic and authority
u	Unique ID	Patron
w or x	Keyword	Bibliographic, authority, holdings, order, vendor, invoice, resource, contact
y	Resource title	Resource; used in the ERM module
z	ARN	Authority

i) Provide an overview of the reporting capabilities, including a list of the standard reports and/or available templates. Include a representative sample of standard reports. — Complies

INNOVATIVE

Please see *Sierra Analytics and Reporting* (separately submitted) for details.

j) Describe capabilities for producing custom reports. Specify whether reports run as background server tasks or at the desktop. List any third-party software packages required or recommended for custom reports. — Complies

INNOVATIVE

Please see *Sierra Analytics and Reporting* (separately submitted) for details.

l. The custom report writer must be self-contained and available from within the application in all modules and must be able to be run by librarians in each specialty area. The report writer must not require technical expertise or a dedicated specialist and must not require DBMS expertise to use.	Complies
k) Describe capabilities for scheduling and running on-demand standard and custom reports, and specify the impact of running reports upon system performance. Describe the audit logs for tracking transactions and for verifying the integrity of the data. **INNOVATIVE** Please see *Sierra Analytics and Reporting* (separately submitted) for details. The Library can schedule reports, both standard reports and custom Create Lists reports, to run unattended on a specified schedule using the Sierra Scheduler. Scheduling reports with Sierra Statistics involves selecting a record date (date cataloged), the preferred time range for analysis (years, quarters, months, days) and the number of periods to report on. It also involves pre-setting the date and time to run the report. When reports are automatically generated by Scheduler, email is sent to Library-specified email accounts when a report starts and ends, providing information on report status and success. Output can be directed to designated e-mail addresses or to a printer as required. There are no limits on the number of reports which can be run concurrently within Sierra. Regarding performance, any system activity whether reporting or an online task will consume some amount of system resources and will have some effect on performance. The more tasks that are running, the more system resources are consumed with resulting effects on system performance. Innovative sizes systems to provide resources based on the needs of the most demanding libraries and are scaled to the number of system users projected for peak loads. In addition, Sierra includes safeguards to ensure system performance for online user activities through a built-in function to monitor system performance. This allows Sierra to prioritise the quality of the user experience, preserving response times for online activities. As a result, if a large number of reports are being generated concurrently, Sierra may slow down the reports rather than compromise the performance of the system. Sierra maintains two types of audit logs: Security logs and Transaction logs. ▪ Security Logging: At both the application level and the operating system level, Sierra maintains records of successful and unsuccessful access attempts, along with sufficient details of a successful login's subsequent activity to aid in problem determination or in investigating a security incident. These records are used ad hoc by Innovative in intrusion detection, troubleshooting, and other monitoring as appropriate. Retention period for this information vary, since different reporting trails are permitted by Innovative policy to have different retention terms, but overall use of these	Complies

system access records is focused on incident response and ad hoc troubleshooting within typical retention of 30 days. Monthly full backups of all system log data can be taken and retained for a period of 2 years if required. Should access log information be required for legal discovery for or other reasons, Innovative provides commercially reasonable assistance in complying with any request for discovery, at its then current rate for such work. ▪ Transaction Logging: Sierra also maintains a log of all transactional activity in the application to support reporting and statistical analysis of system usage. This data can be retained indefinitely. Any process which updates the database is logged and will be used by Innovative during the recovery process in the event of a serious system failure resulting in a need to recover the database and transaction logs. There is sufficient audit functionality throughout the various applications in the system so the library can keep up to date on the library's operations. As part of this logging process Sierra logs activity in the following areas: o Circulation - issue, renew, return, claims returned, fines, charges, holds updates are all logged o Acquisitions - new orders, receipts, updates to funds are all logged o Cataloging and authority control - all updates to catalog, item, and authority records are logged o Electronic resource management - all updates to electronic resource records including alerts/ticklers, and incident reports are logged o Serials control - all checkins, claims and other edits to serials records are logged. o ILL - new requests and any updates to existing ILL requests are logged.	
l) Describe capabilities to control access and authorization levels for running reports. INNOVATIVE Report access and authorization are controlled by Sierra permissions, which allow extremely granular control over the functions any user can access.	Complies
m) Describe capabilities for compiling standard statistical data. INNOVATIVE Please see *Sierra Analytics and Reporting* (separately submitted) for details.	Complies
I. The system must not require the installation of any proprietary software to view statistical reports	Complies

n) The system must provide browser-based management reports, which record transaction information, such patron searched in the Web OPAC, Circulation Statistics, etc. Please describe the browser-based management reports available on the system. INNOVATIVE Please see *Sierra Analytics and Reporting* (separately submitted) for details.	Complies
I. The browser-based reports must include collection development reports, which will compile data from acquisitions, circulation and cataloging to provide a cost per item cataloged, and cost per item circulated according to a library – defined call number table.	Complies
o) It is strongly desired that statistical reports be exportable in formats usable by third-party spreadsheet software, e.g. Excel, for manipulation and formatting.	Complies
p) It is strongly desired that reports can be easily emailed, transmitted, and accessed to facilitate quick communication among staff of this information of required.	Complies
q) The system must provide a sophisticated statistics package that is part of the integrated library system application software. The statistics package must not be a third-party software program. The statistics package should allow for sophisticated queries, including budget projections into future years, and should allow the statistics reports to be scheduled at a library-determined time in the future.	Complies
r) Custom reports should be integrated throughout the application, so that records gathered into reports can be used as input files in other application functions, such as global update or the Web OPAC	Complies
6. Implementation	
6.1 Training	
a) Please provide an overall description of the vendor's training program. INNOVATIVE Innovative is proposing the continuation of your Sierra system. All software will continue functioning as it does now, with 100% of data retained, 100% of functionality available and 100% of current integrations continuing in operation without any interruption. Continuing with Sierra not only eliminates the risks involved in new system implementation but also provides dramatic cost savings. Our offer includes 10 hours of services which can be used for Workflow Consulting or refresher training for your staff. A description of our standard training program is provided but not necessary for Menlo Park Library staff. Innovative's comprehensive training program for the Innovative software is provided on-site at a central location designated by the Library with an experienced trainer. Training, conducted on an app-by-app basis, typically consists of two 3-day visits to the	Complies

Library and 36 hours of remote training covering the topics of system profiling, basic functionality, advanced functionality, and customization. An exact training schedule will be worked out between the Library and the Implementation team.

Innovative Interfaces uses a train-the-trainer approach. The 'train the trainer' approach provides the greatest degree of benefit, as it is cost-effective and creates a core group of local expertise. Innovative recommends training sessions of 10 to 12 persons (the actual number can be negotiated with the trainer). The Library is responsible for selecting staff to receive training. In many cases, these staff members later act as in-house trainers for the rest of Library staff. Staff of different levels (from administrators to librarians to support staff) may attend the on-site training.

All training is progressive and assumes only a basic knowledge of automation. Innovative understands that the group will be a mixture of staff, some of which will have general functional expertise and some who will have more technical expertise. The training schedule is intended to acclimate all staff to Sierra and provide them with the proficiency needed to successfully use and run the system.

To provide advanced or supplementary training or training for add-on products and functionality, Innovative offers workshops. Examples include:

- System Coordinator Basics (3 days)
- Load Profiling Workshop (3-days)

Innovative is continually developing new workshops and updating the current workshops to reflect the needs of the customers. We offer workshops regionally and online.

Default Training Package

- 6 days onsite training; 6 days online training (up to 36 hours), eLearning modules to support training topics
- All travel expenses included
- Email and telephone support for functionality questions

The 'train the trainer' approach provides the greatest degree of benefit, as it is cost-effective and creates a core group of local expertise. Innovative recommends training sessions of 10 to 12 persons (the actual number can be negotiated with the trainer). The Library is responsible for selecting staff to receive training. In many cases, these staff member's later act as in-house trainers for the rest of Library staff. Staff of different levels (from administrators to librarians to support staff) may attend the on-site training.

Onsite training (broken into 2 visits of 3 days each), is delivered face to face with 10-12 staff in hands-on training, but also let staff at remote locations observe, it may be ideal for the institutions to set up video conferencing (where they can control the meeting logistics) for the training. On-site training is also sometimes better for facilitating policy discussions.

Online training is synchronous, in real time, with 10-12 staff in hands-on training.

Innovative will provide access to selected eLearning modules to support training topics, this training resource is asynchronous, and allows self-paced learning.

Optional for libraries, Innovative can also provide, in addition to the default training package, frontline training for each institution, for circulation, serials, acquisitions, and cataloging. We can provide 4 days of training, one on each topic, exact agenda to be discussed with library staff incorporating local needs, practices, and policies.

Note - The Institution provides adequate training facilities and ensures that Library staff attend the scheduled training sessions - It is essential that a suitable space and workstations are available for on-site training sessions, and that staff scheduled to attend online training sessions test their connections in advance and attend all scheduled online training sessions.

Training Overview

The Training Consultant will provide information regarding the functions of each Sierra application, train staff in the use of the system, and answer post-installation questions. The Training Consultant provides tools to expand understanding, as well as confirming knowledge of the system.

During the kickoff visit (first training visit), the Training Consultant will show the library how to evaluate indexing and profiling choices, search the public catalog, and work with you to perform needed tasks to begin your system set up. During this visit the trainer/consultant will train on how to configure the system tables and set up the policies in Sierra, we'll work with you to test and make iterative changes as needed. Training will be done on your system with your configuration, so we can make sure the setup is as expected prior to go-live.

Our implementation training is accomplished with a blended approach:

Prior to commencing the Sierra Training program, Innovative will deliver a pre-implementation webinar overview for all modules. This orientation session will last approximately two hours.

The equivalent of 12 days of training, accomplished through a blend of online and onsite time. Topics include functionality and parameters set up training for core staff: system and public catalog administration, circulation, cataloging, serials and acquisitions functionality and any other add on products included in the customer's contract

Virtual Classroom Overview

Our instructor-led virtual classroom is dedicated to providing a similar experience to in-person training, with more flexible scheduling and reduced travel costs. The virtual classroom is normally hands-on with exercises as appropriate, on your database, so we limit participation to 8-12 attendees. If you need to accommodate a larger group, we can switch to webinar style training. Ann additional benefit of the virtual classroom is the ability to accommodate staff connecting from multiple locations.

Innovative Interfaces uses a train-the-trainer approach. The 'train the trainer' approach provides the greatest degree of benefit, as it is cost-effective and creates a core group of local expertise. Innovative recommends training sessions of 10 to 12 persons (the actual number can be negotiated with the trainer). The Library is responsible for selecting staff to receive training. In many cases, these staff members' later act as in-house trainers for the rest of Library staff. Staff of different levels (from administrators to librarians to support staff) may attend the on-site training.

All training is progressive and assumes only a basic knowledge of automation. Innovative understands that the group will be a mixture of staff, some of which will have general functional expertise and some who will have more technical expertise. The training schedule is intended to acclimate all staff to Sierra and provide them with the proficiency needed to successfully use and run the system. To test Library staff proficiency, the Innovative trainer will provide sample exercises and tasks designed for each of the various system modules.

Training Notes

- Innovative Training Consultants use hands-on training methods; trainees learn how to use Sierra on a live system. Accordingly, Innovative recommends training sessions of 10 to 12 persons (the actual number can be negotiated with the trainer).
- Supervisors should attend training sessions relating to their areas. Training sessions include discussion of various system options, and supervisors will want to participate in making decisions on how to configure the system to meet the library's goals and policies.
- At least one or two members of the library staff should be designated as system coordinators. Innovative recommends that they attend all the training sessions for continuity and an overall view.
- In order to allow time for the information provided during training to be fully absorbed and to allow for follow-up questions and discussion, no more than three days of training should be scheduled during any one week by an Innovative Training Consultant.
- Each training day consists of a full six hours of training, excluding lunch (typically 9am-12pm; 1pm-4:30pm with breaks). The Library is responsible for making arrangements for the appropriate staff to be present once the Library and Training Consultant agree on the schedule.
- The goal of each session is that library staff will understand how to implement and use the module on which they were trained.
- Innovative is prepared, if the Library should so desire, to schedule additional training sessions for an additional charge.
- Innovative's default training model is "train the trainer" in which core implementation staff are trained and then train the rest of your library staff. If

this model does not meet your needs, we can offer additional frontline, workflow specific, or management staff training sessions.

Additional Options

For libraries who may need extra training sessions or require a different blend of onsite/online. Adding training sessions and changing online sessions to onsite will need to be priced by Innovative. We can offer all training either on-site or online. There are benefits to both options that might be attractive for a system of your size:

- On-site training can be ideal when you have participants who are geographically close, or who need to meet in person anyway for other policy/consortia business. If you'd like to have 12-15 staff in hands-on training, but also let staff at remote locations observe, it may be ideal for you to set up video conferencing (where you can control the meeting logistics) for the training. On-site training is also sometimes better for facilitating policy discussions.
- Online training can be done webinar style (ideal for system administration topics or large groups, in which hands-on training isn't feasible) or hands-on. Both are done on your library system with your sample data. Online training can be more easily and quickly scheduled, and geographically diverse participants can come together to work on the project without travel time and costs. Our virtual training has been designed to be equivalent to on-site training. The trainer can present or get control of an individual screen to guide participants through exercises or consult.

Front-Line Training

Innovative can include front-line training as we understand some of the libraries have limited training resources. We can add or remove frontline training days to your implementation package, depending on the number of staff who need training or the amount of frontline training you'd like your core team to do.

The trainer will work with you to finalize a frontline agenda that includes the policy and workflow decisions that were decided in the core team training and parameters sessions. We recommend that hands-on training be limited to a group of 10-12 participants, and if more need to be included that they are observers with questions moderated, so the session can stay on track.

We can do full or half days of frontline training, and we'd make that decision with you based on the number and complexity of topics to be covered. Frontline training can be done on-site or online, to be determined by the core team based on ability/desire of training participants to travel.

Innovative provides a variety of documentation resources to assist with your implementation:

▪ Sierra Implementation Manual: Online reference and guide for implementing Sierra, including forms and worksheets, technical setup information, profile evaluation guide ▪ Profile Evaluation Guidelines: Contains suggestions to help you evaluate your profile database. ▪ Online Tutorials: Product and feature tutorials complement on-site training and product documentation. You can use them as pre-training introductions or as post-training reinforcements. ▪ Supportal: Innovative's online Customer Service Center + access to Quick Start Guides ▪ Training agendas ▪ Sierra WebHelp: Innovative's online documentation about the Sierra system. ▪ Decision Center Guide & Reference: Innovative's online documentation about Decision Center.	
b) Describe the different types of training offered, including online training, on-site training, and training manuals. INNOVATIVE See response to letter a) above.	Complies
c) Describe the options available for training to take place using the library's data and profile. INNOVATIVE Training will take place in Phase 3 of implementation, using the library's data and profile.	Complies
d) Multiple training visits to the library, at an agreed-upon schedule by both parties, must be included on the purchased modules.	Complies
e) Training should be offered when a new release or new version is distributed.	Complies
f) Describe online help systems for both staff and public functions. INNOVATIVE Sierra provides a Help menu that contains the following: ▪ About o Software Release o Release Date o JRE Version o Current Login o Current Accounting/Serials Unit o Current Accounting/Serials Name	Complies

o Current Scope o Current Locations Served o Server PID o Encryption o Fiscal Cost ▪ Manual – launches the Sierra Documentation Vega provides a link to documentation geared toward patrons.	
g) Please provide a description of the System documentation included as part of the proposal.	Complies
I. State the media and number of copies of user documentation that will be provided at time of purchase INNOVATIVE Innovative provides fully navigable documentation available through the Sierra Help menu. Customers can also access documentation, FAQs, release notes, known issues, tutorials and other support resources through the Supportal. Complete documentation is fully searchable and navigable in online format. The ever-growing support knowledgebase provides solutions to frequently asked questions, how-to instructions, and answers to common support tickets. Users can also access an "Ask the Community" forum through the Supportal.	Complies
II. User documentation should be updated in a timely manner with each product change or update. Describe. INNOVATIVE Documentation is updated with every release.	Complies
III. All necessary documentation should be included with the product and should not be purchased separately.	Complies
6.2 Data Conversion & Migration	
a) Describe data conversion and implementation services included in this proposal. Describe Vendor and library roles and responsibilities in the data conversion process. INNOVATIVE Innovative's Professional Services team uses proven methods, tools and approaches to ensure that your library is successful with the upcoming ILS migration.	Complies

Innovative uses a library implementation methodology that consists of five phases:

- Phase 1 – Project Planning
- Phase 2 – System Setup and Data Load
- Phase 3 – Training and Configuration
- Phase 4 – User Acceptance Testing
- Phase 5 – Go Live

This methodology is designed to be a well-organized and structured process to ensure a smooth and successful implementation. It is a proven implementation approach incorporating the experience of over 9,500 implementations for libraries in 66 countries around the world.

The Innovative Library Implementation Methodology Incorporates all the necessary components for a successful project including:

- Clear establishment of project organizational roles and staffing for both Innovative and the Library
- Use of industry best practices for system setup
- Standardization through project planning templates
- Open and transparent library access to project plans and status reports
- Advanced techniques, tools, and deliverables to accelerate implementations
- Robust quality assurance and testing
- Use of checklists for final testing and go live

Phase 1 – Project Planning

The initial phase of the project establishes clear project sponsorship, ensuring that the management resources are in place to guarantee project success. Library needs and expectations are fully discussed, and agreement achieved on deliverables. The project plan phases are expanded with detail provided as to timeline, responsibilities and ownership. A communication plan is created that determines the frequency and method of communications between the Innovative and library project teams. Team assignments are finalized as well as roles within the teams to ensure clear responsibilities and accountability.

The outcome of Phase 1 is creation of a Basecamp project, full access to the User Guide and System Documentation, project team identification and organization, establishment of a project charter and agreement on the final project plan and timeline.

Phase 2 – System Setup and Data Load

The next phase of the implementation focuses on getting your software configured and your data successfully migrated. During the system configuration, we will work closely with you to set up the software using our knowledge of best practices as well as incorporating your preferred workflows. During this phase, we also will have our consultants on hand to create a profile for the data migration project that accurately reflects your desired data mapping. Your library will have opportunities to participate in the migration process throughout the implementation, from reviewing and approving profiling criteria to reviewing migrated data in the ILS to final approval of the data migration. Because ILS training is performed on your installed and profiled system using your own data, there will be ample opportunity to review the initial migration and for Innovative to correct any problems discovered.

The outcome of Phase 2 is full access by your library to the software, completion of the data evaluation and approval/signoff of the data migration.

Phase 3 – Training and Configuration

Continuing to build on the initial configuration discussions, Phase 3 completes the setup and profiling of your system to maximize efficiency and ensure that your workflows make full use of the complete software suite of functionality. The "train the trainer" sessions focus on making sure that your core staff has the knowledge and the tools that they need to effectively extend that training to frontline staff. Innovative plays the role of consultant during staff training supporting the library training staff to make sure they are successful in preparation for production rollout. Integration testing is completed for third party products.

The outcome of Phase 3 is completed system configuration and full transfer of functionality knowledge to library staff.

Phase 4 – User Acceptance Testing

This phase gives you the confidence that your system is working as promised. You'll have the opportunity to verify that the data load, functionality, response time and system reliability are all to your complete satisfaction. This phase will also give you the opportunity to make any final configuration adjustments that are deemed necessary.

The outcome of Phase 4 is an end to end tested system, User Acceptance Testing signoff, system functionality confirmation and creation of final Go Live plan and schedule.

Phase 5 – Go Live

Phase 5 is the culmination of the previous four stages. A rehearsal of Go Live is held on-site with expert level assistance from Innovative. The production data load occurs followed by the Circulation cutover. Because of the thorough effort and focus applied to the previous stages, this stage typically completes

with few problems allowing all to celebrate the library's success on your new ILS. The outcome of Phase 5 is project completion, transition to the Customer Services team and a full project team customer satisfaction review. The expertise of our Professional Services Delivery team is unparalleled. Our Customer Competency Center Project Managers and Professional Services staff who scope the project, prepare proposals, present statements of work and implement your project are all subject matter experts with many, many years of experience. We use industry standard tools such as Basecamp for project communication and file sharing. Your Innovative Project Manager will work with your team to create a project plan and will monitor and manage all implementation activities. Innovative will take the lead in maintaining the Project Plan, noting the completion of each task as it occurs. Both Basecamp communications and the weekly conference calls will allow both parties to confirm the status of tasks throughout the project.	
b) Provide a migration and implementation plan, including timetables and whether parallel operation of the old and new system is required. INNOVATIVE See timetable on page 125.	Complies
c) Documentation should be online, keyword searchable, downloadable, and modifiable by the library.	Complies
d) Must include information on retrieving data from current source, transforming it, and uploading within a specific time frame. Proposals must include a schedule in a number of days for conversion and implementation of system. INNOVATIVE See responses to letters a) and b) above.	Complies
e) If there are unforeseen circumstances, how will these affect cost? INNOVATIVE During all phases, project reviews and dashboards are used to track project milestones as well as costs and to review critical project issues. A risk register is monitored that contains not only possible risks but also steps that are being taken to mitigate those risks before they become known problems. Library and internal checkpoints are established to ensure continual communication. Additionally, escalation paths are set for those risks that manifest into problems that need focused attention. However, it should be	Complies

noted that our process is established to prevent the need for escalation by stressing proactivity every step of the way.	
7 Post-Implementation	
7.1 Support & Maintenance	
a) Vendor must guarantee support for the system without additional charge for the first twelve months after implementation and provide cost of support for two to four additional years. INNOVATIVE Support is provided 24x7x365 as part of our standard support package, no additional cost.	Complies
b) Describe the vendor's support mechanism for technical questions. INNOVATIVE Innovative provides support *24 hours a day, seven days a week, 365 days a year* as part of our standard support package. Assistance is always available, with no additional "after hours" or special service fees. The around-the-clock help desk can be reached online through Innovative's Customer Supportal (web-based support center), e-mail, or toll-free telephone number. Live telephone coverage is provided at all hours. **Cross-functional Team Expertise** Support staff are organized into small cross-functional teams of librarians and technical staff. Each team shares ownership for a specific region. This structure allows us to build close relationships with your staff and establish a better understanding of your library's unique setup. These geographically based cross-functional teams blend a depth of product expertise with a holistic view of your tickets. Each region has a Customer Support Manager focused on supporting your library and regional support team. The Customer Support Directors and Senior Vice President of Customer Support and Success manage multiple regions to bring a cohesive focus to our services. **Education and Experience** Our Customer Support Department is predominantly staffed by professionals with a Masters in Library and Information Science and up to 10 years of experience working in libraries. Additionally, we have staff members specializing in hardware, programming, operating systems, and computer networking. Innovative's Help Support management team has held numerous positions within the company and take part in regular trainings to encourage an on-going learning process.	Complies

Agile Ticket Response and Escalation Our goal is to provide extraordinary customer service to our customers. Innovative follows a clearly documented escalation process to ensure your support ticket is placed in an expert queue and addressed by cross-functional teams, product experts, and subject matter experts. Our team works consistently to build deeper product expertise and consortia support within the Customer Support Department. All tickets are submitted and viewed in the Supportal, an online portal that provides exclusive access to the Help Desk as well as inside product knowledge and resources. The ticket page features all the information pertaining to the ticket including a description of the issue, pertinent attachments, and comments from Innovative and the Library. This allows libraries to review support activities at any time without having to wait for periodic service reports. For service requests requiring immediate assistance, Innovative recommends that libraries contact the Help Desk by phone or log a detailed ticket with the urgency of Site Down in the Supportal. An automated response acknowledges the request, and a Help Desk staff member will then contact you based on the priority of your service request. Library coordinators are encouraged to give specific examples of problems to expedite resolutions. **Additional Support Features** In addition to traditional help desk services, Innovative offers a variety of additional support features. These features include Innovative's fully navigable documentation and a growing knowledgebase of Customer Support solutions. This knowledgebase repository provides solutions to frequently asked questions, how-to instructions, and answers to common support tickets. A host of independently run user groups are an additional source of interactive feedback to learn more about Innovative products. Innovative has partnered with the Innovative Users Group (IUG) on a process for customer-driven innovation managed through our Idea Lab. This collaborative online forum uses a "challenge" model to solicit Innovative user feedback and help prioritize new developments and enhancements to existing products.	
c) What are the hours (Pacific time zone) and days of vendor's live telephone support? INNOVATIVE Innovative provides support *24 hours a day, seven days a week, 365 days a year*. Live telephone coverage is provided at all hours.	Complies
d) What is the expected turnaround time for questions submitted to technical support via email?	Complies

INNOVATIVE Ticket priority is determined using the following urgency classifications: ▪ Site Down Requests: Site down service requests are given top priority with goal of immediate resolution given pending circumstances. These include system urgent problems such as the software is in a non-responsive state, stopped transaction processing, and instances of non-functioning primary modules (e.g., circulation, acquisitions, serials, cataloging, public catalog) which severely affect library productivity or operations. ▪ Critical Service Requests: Critical service requests are issues affecting the use of the module or the data that is hindering operations, such as, but not limited to: excessively slow response time, functionality degradation, error messages, or backup problems. These service requests are typically resolved within two business days. ▪ High Priority Service Requests: High priority service requests are typically resolved within one business week. These service requests include secondary functionality problems such as issues that prevent Library staff from performing main component of job or that prevent patrons from accessing significant features of the catalog. ▪ Routine Service Requests: The target resolution period for routine service requests is by the next software release or sooner. This includes reports of software bugs and reports of errors in system documentation. On average, Innovative has one full system product release per year as well as separate annual release schedules for premier products, which vary based on the needs of Innovative's Library partners.	
e) How are problem fixes or patches distributed and implemented? INNOVATIVE Innovative releases software updates approximately twice a year, which include enhancements as well as any maintenance fixes that are needed. Software upgrades are scheduled with each customer to occur during the regular maintenance window at a time and date that will have minimal impact on library operations.	Complies
7.2 <u>Upgrades</u>	
a) Product upgrades must be included as part of the annual maintenance fee.	Complies
7.3 <u>Trouble resolution</u>	
a) Vendor must have documented trouble-reporting procedure outlining guaranteed response times and escalation procedures.	Complies
b) Any problem remaining open for more than one business day should be addressed in writing, with expected resolution and/or delivery date explicitly outlined.	Complies
c) Describe vendor support for emergencies, such as system failures and disaster recoveries, and associated costs.	Complies

INNOVATIVE

All detected or reported problems are triaged and assigned a priority as follows:

Severity	Description	Target Response Time
One - Site Down	A major component of the software is in a non-responsive state and severely affects library productivity or operations. A high impact problem that affects the entire library system. Widespread system availability, production system is down	1 hour
Two – Critical	Any component failure or loss of functionality not covered in Severity One that is hindering operations, such as, but not limited to: excessively slow response time, functionality degradation; error messages; backup problems; or issues affecting the use of the module or the data	2 business hours; excludes holidays and weekends
Three - High	Lesser issues, questions, or items that minimally impact the workflow or require a work around	2 business days; excludes holidays and weekends
Four – Routine	Issues, questions, or items that don't impact the workflow. Issues that can easily be scheduled such as an upgrade or patch	4 business days; excludes holidays and weekends

Innovative Disaster Recovery (DR) plan was developed from the NIST SP800-34 framework. Standard hosting terms include disaster recovery on a best effort basis. In the unlikely event of a disaster at the primary location, the latest backup is restored to a different availability zone on a best effort basis.

Innovative also offers enhanced disaster recovery services to meet specific Recovery Point Objective (RPO) and Recovery Time Objective (RTO). The enhanced DR service also comes with a customer specific DR plan and annual testing of that plan. The Disaster Recovery is provided by replicating the bits to AWS instances in a different region within the continent. If there is no separate region available in the continent or if the customer requires the data to be in country, then the replication is done to a different availability zone in the same region.

Service Level	Measure or Feature	Value

Tier 1	Recovery Point Objective (RPO)	4 hours	
	Recovery Time Objective (RTO)	8 hours	
	Customer specific DR plan and DR test	Included	
	DR location	Alternate Availability Zone/Region	
Tier 2	Recovery Point Objective (RPO)	24 hours	
	Recovery Time Objective (RTO)	24 hours	
	Customer specific DR plan and DR test	Included	
	DR location	Alternate Availability Zone/Region	

7.4 Testing & Acceptance	
a) Post-implementation acceptance tests will be performed following implementation.	Complies
b) The post-implementation tests will have three components:	Complies
I. A review to determine that all specified features are present.	Complies
II. A measurement of response times.	Complies
III. A measurement of reliability over a period of 30 consecutive days following the vendor's written certification that the system is fully installed and operational.	Complies
1.Representatives of the Menlo Park Public Library and the vendor will check the availability and performance of each feature while the maximum number of concurrent users for which the system is licensed are active.	Complies
2.The system must perform at 99.9% uptime during business hours during the first 30 days. INNOVATIVE We offer a monthly infrastructure uptime target of 99.9% of Scheduled Up-Time.	Complies
c) The Menlo Park Public Library reserves the right to invalidate the contract if post-implementation acceptance criteria are not met. The vendor must be prepared to return all payment made in this circumstance. INNOVATIVE Upon any termination of the agreement, all prepaid fees shall be non-refundable, and the City shall be responsible for all fees and expenses for all work product provided or services performed up to the date of termination.	Deviates

Intentionally Blank

Sierra Implementation Timetable

	Task Name	Duration
1	Menlo Park Public Library New Sierra Implementation	168d
2	Project Planning	10d
3	Project Kick-off	1d
4	Sierra Software Installation and Configuration	20d
5	Data Analysis and Profiling	96d
6	Initial Analysis	51d
7	Extract	5d
8	Profiling	45d
9	Test Load 1	1d
10	Second Analysis	46d
11	Profiling	45d
12	Test Load 2	1d
13	Training	16d
14	Sierra Admin Training - 6 hours	11d
15	Webpac Admin Training - 3 hours	1d
16	10 Hour Training Package	TBD
17	Vega Installation and Configuration	83d
18	Success Bundle Add-on Modules Installation Phase	120d
19	Sierra Circulation and Vega Go-Live	3d
20	Production Data Load	1d
21	Go-Live	1d
22	INN-Reach Link+ Implementation	93d
23	PLS Exit Services	62d
24	MPPL INN-Reach Implementation	28d
25		
26		
27		
28		
29		
30		
31		
32		

Intentionally Blank

Appendix C: Request for Financial Quote

Complete based on system requirements outlined above

Instructions: Do not deviate from this template, and supply responses in the order stated. Supply a summary page of costs below. Provide a separate, detailed quote with line items and attach. Include any third-party software which is necessary and include detailed breakdowns and explanatory comments as appropriate.

System Summary

a) One-time setup fee based on Software as a Service (SaaS) with databases to be hosted by vendor
b) Annual fee:
c) Projected 5 year costs:
d) Training:
e) Other Costs (Please specify):

INNOVATIVE

All costs are shown on the following page.

f) Payment plan: Vendors are requested to comment on the following payment plan for one-time setup costs:

I. Down payment by Purchaser at system implementation
II. Quarterly payments will be made by Purchaser in the amount of 1/5th of total due Financial quotes must be received by the Menlo Park Public Library by 6:00 pm PST on 12/3/2020.

INNOVATIVE

One-time implementation fee and Year 1 subscription will be invoiced at go-live; net 30.

Services Proposal (setup fee)

Service	Qty	Price
Sierra Hosted Success Bundle Implementation	1	$71,025.00
Vega Discover Implementation	1	$5,000.00
Unlimited SIP2 Implementation	1	$1,000.00
Innovative Mobile Implementation	1	$1,000.00
Mobile App RFID Implementation (1 for each branch)	2	$1,000.00
iTiva Install & Configure	1	$400.00
Link+ (INN-Reach) Exit Services (currently on PLS servers)	1	$2,820.00
Link+ (INN-Reach) Implementation	1	$2,500.00
Online Training (based on libraries needs/wants (in hours) *	10	$2,000.00

Total 1-Time Implementation Fees = $86,745.00

- In addition to the 10 hours of on-line training referenced above, our Sierra Hosted Success Bundle implementation will also include training for Sierra System Administration training (6 hours) as well as WebPAC Administration training (3 hours)

Product Proposal

Product	Qty	Description	Price
Sierra Hosted Success Bundle	1	Integrated library system solution to manage physical and digital resources and library patron accounts	$31,750.00
Vega Discover	1	Vega Discover is Innovative's powerful, yet easy to use new discovery solution for public libraries	$10,000.00
Staff User License	45	Staff User Licenses	$6,750.00
Unlimited SIP2	1	SIP2 Interface	$5,062.50
Innovative Mobile App	1	Patron Mobile App which, among its many features, allows for patron self-check	$5,500.00
Mobile App RFID Check	2	Part of the Patron Mobile App; per branch fee for the RFID capabilities	$1,000.00
iTiva	2	Patron Telephone Notification System (2 lines)	$6,522.00
Syndetics Unbound	1	Content enrichment offering	$3,995.00
Link+ (INN-Reach)	1	Inter-Library Loan Network	$11,300.00

Total Year 1 Subscription Cost = $81,879.50

Projected 5-Year Costs

	Year 1	Year 2	Year 3	Year 4	Year 5	Totals
Products	$81,879.50	$84,335.89	$86,865.96	$89,471.94	$92,156.39	$424,709.39
Services	$86,745.00	-	-	-	-	$86,745.00
Totals	$168,624.50	$84,335.89	$86,865.96	$89,471.94	$92,156.39	$521,454.39

Intentionally Blank

Contract Considerations

Please see the following pages for Innovative's contract considerations:

- Contract Considerations Letter
- Innovative Interfaces Incorporated Subscription License Agreement
- Innovative Interfaces Incorporated Software-as-a-Service (SaaS) Subscription Agreement
- Innovative Interfaces Incorporated Master Professional Services Agreement
- Certificate of Liability Insurance
- Mutual Confidentiality Agreement

Intentionally Blank

iii innovative

World Headquarters
1900 Powell St Suite 400
Emeryville, CA 94608
+1.510.655.6200

Ireland
9th Floor
George's Quay Plaza
George's Quay, Dublin 2
+353.1.672.2300

November 23, 2020

Nicholas Szegda
Menlo Park Public Library
800 Alma Street
Menlo Park, CA 94025

Dear Nicholas,

In reference to Request for Proposal Titled: Integrated library system delivered as a cloud based software as a service and a discovery layer solution

Innovative Interfaces Incorporated Contract Considerations:

Innovative appreciates the opportunity to respond to your Request for Proposal. Innovative appreciates the opportunity to respond to your Request for Proposal. Innovative understands that both parties will have an opportunity to negotiate definitive contracts together. We have included with our response to the RFP the proposed Innovative License Agreement and the Professional Services Agreement to include some of our key proposed suggestions to address this particular proposal and to highlight a few issues that we may need to discuss further, such as licensing language needed to license commercial software to the City. Innovative requests that our proposed Agreements will be used as the basis for contractual negotiations, and mutually agreeable revisions will be incorporated into the final Agreements appropriately.

In addition, Innovative has the following general comments regarding the contractual terms included in the RFP:

Section	Comment
Section 3.2	To clarify, an RFP and proposal are typically information gathering efforts, while a contract specifies each party's rights and obligations. As a result, Innovative requests that the negotiated contract between the parties govern the relationship and that the RFP materials are not incorporated into the final contract. Of course, to the extent there are provisions from the RFP documentation that need to be included in the final contract, we would be happy to address those during contract negotiation.
Section 5.aa.	Innovative is unable to schedule resources until a contract is executed between the parties, and requests that the implementation of the library's profile evaluation database be scheduled within 60 days of project kick-off instead of contract signing.
Section 7.4.c.	Upon any termination of the agreement, all prepaid fees shall be non-refundable, and the City shall be responsible for all fees and expenses for all work product provided or services performed up to the date of termination.
Appendix A: Software as a Service (SaaS) Agreement	Innovative has included our Subscription License Agreement for review. The solution we are proposing is not a strict SaaS solution hosted in a multi-tenanted environment, but a license to commercial software. To the extent there are provisions from SaaS

	Agreement that need to be included in the final contract, we would be happy to address those during contract negotiation.
Appendix A: C2.0	Our standard license and professional services agreements delineate the indemnities we are able to offer, which cover third-party claims of U.S. Patent or Copyright infringement. We may be able to work with you on additional indemnity needs, but please note that we cannot agree to the broad indemnity provisions as currently proposed.
Appendix A: C3.0.a.	Innovative offers several levels of Exit Services from basic bibliographic and item record extraction to more complex data extraction. Innovative agrees to assist the City, if requested, in making such extracts at Innovative's then-published rates.
Appendix A: C3.0.b.	Innovative have standard rates for terms less than 1 year that would apply upon termination.
Attachment A: Professional Services Agreement Sample	Innovative has included our Professional Services Agreement for review.
Attachment A: Section F.	We will need some flexibility to the non-assignment clause to allow for instances of merger, acquisition, or reorganization. In addition, any anti-assignment clause should be bilateral in nature.
Attachment A: Section J.	Our standard license and professional services agreements delineate the indemnities we are able to offer, which cover third-party claims of U.S. Patent or Copyright infringement. We may be able to work with you on additional indemnity needs, but please note that we cannot agree to the broad indemnity provisions as currently proposed.
Attachment A: Section K.	We have attached a copy of our Certificate of Insurance for your review. Please note that our CGL limits are $1,000,000 per occurrence and $2,000,000 general aggregate, Technology E&O including Cyber Liability of $5,000,000 per claim and $5,000,000 aggregate, which are industry standard. Cancellation notice will be provided based on the notice procedure in place with our broker and insurance providers. We will provide new COIs upon renewals and any changes if they occur. Innovative is unable to submit deductibles to the City for approval, as we are unable to change our insurance, including deductible amounts, for this contract. We can work with you on additional insurance needs.
Attachment A: Section N. and O.	Innovative will retain ownership of the Intellectual Property Rights in the Software and the Services. The Software and Services are not "Work for Hire" and Innovative shall retain ownership of all IP, including source code, tools, XML schema, etc. The City shall own all documentation created or generated by the City. Innovative shall own all documentation created or generated by Innovative.
Attachment A: Section P.	Because of the nature of the proposed solution and associated pricing, we cannot agree to a termination for convenience provision for the software solution itself but are amenable to such a provision for the proposed professional services. Upon any termination of the agreement, all prepaid fees shall be non-refundable, and the City shall be responsible for all fees and expenses for all work product provided or services performed up to the date of termination. Innovative does not agree to pay for excess costs to replace supplies or services incurred by the State to have services performed by someone other than Innovative.

If selected as the supplier, we are prepared to move forward quickly to negotiate mutually acceptable contract terms and we do not anticipate serious difficulty in reaching agreement or in satisfying the City of Menlo Park's specific contractual objectives.

We advise you that Innovative considers the information described below that is included in our response package to be commercially sensitive or confidential in nature. We request that the City of Menlo Park not disclose any such information to any third party except to the extent required by the Public Records Act or any other applicable law, and that the City of Menlo Park use reasonable endeavors to consult with Innovative regarding any release of any such information that may be required under the Public Records Act or other applicable law:

- Information describing our product roadmap plans or future product development plans
- Any Innovative financial statements or other information financial information related to Innovative
- Any documentation identified and/or marked trade secret

Sincerely yours,

Akin Adekeye
Executive Vice President, Legal and Business Development

Intentionally Blank

INNOVATIVE INTERFACES INCORPORATED
SUBSCRIPTION LICENSE AGREEMENT

This Subscription License Agreement ("License Agreement") is entered into by and between Innovative Interfaces Incorporated, a California corporation ("Innovative"), and the party identified as Client below ("Client"), as of the "Effective Date" also set forth below.

Client	
Address	
Customer No.	
Effective Date	
Initial Term	

1. **Definitions**.

"Go-Live Date" means the Client's first use of the Software in a production environment.

"GTCs" means the Innovative Interfaces Incorporated Subscription License Agreement General Terms and Conditions in Exhibit B.

"Support Terms" means the Innovative Interfaces Incorporated Maintenance and Support Terms and Conditions in Exhibit C.

"Hosting Terms" means the Innovative Interfaces Incorporated Hosting Terms and Conditions in Exhibit D.

2. **General**. Innovative and Client agree that this License Agreement is a binding agreement between the parties and is governed by the GTCs, Support Terms and, if the attached Pricing Exhibit indicates that Client has purchased hosting services, then the Hosting Terms, all of which are made a part hereof. This License Agreement, the GTCs, Support Terms, Hosting Terms, if applicable, and all other exhibits, schedules and terms and conditions referenced by or in this License Agreement, the GTCs, Support Terms or Hosting Terms together constitute the "Agreement." Client acknowledges and agrees that it has had the opportunity to review the Agreement, including without limitation, the GTCs, Support Terms and Hosting Terms, prior to the execution of this License Agreement. Unless otherwise specified, capitalized terms in this License Agreement have the same meaning as those in the GTCs. This Agreement is governed by and interpreted in accordance with the internal substantive laws of the State of New York, without regard to any other laws that would require the application of the laws of another jurisdiction. Application of the U.N. Convention on Contracts for the International Sale of Goods is hereby excluded.

EXHIBITS TO LICENSE AGREEMENT

A	PRICING EXHIBIT
B	GENERAL TERMS AND CONDITIONS
C	MAINTENANCE AND SUPPORT TERMS AND CONDITIONS
D	HOSTING SERVICES TERMS AND CONDITIONS

In witness whereof, the parties have executed this Agreement by their duly authorized representatives as of the Effective Date.

Client	**Innovative**
By:	**Innovative Interfaces Incorporated** By:
Name:	Name:
Title:	Title:
Date:	Date:

Exhibit A

Pricing Exhibit

1. **Fees**. All Fees must be paid to Innovative within 30 days from the invoice date or as stated on the invoice if different.
2. **Term**. Subject to the early termination provisions set forth in the GTCs, this Agreement will be effective for an initial term of three (3) years following the Go-Live Date (the "Initial Term"). This Agreement will be automatically renewed for additional one (1) year terms (each, a "Renewal Term" and, together with the Initial Term, the "Term"), unless either party gives the other not less than ninety (90) days' prior written notice of its intent to terminate this Agreement effective as of the end of the then-current Term. Innovative will have the right to increase rates hereunder by a maximum percentage equivalent to 5% over the previous year.

[APPROVED SOFTWARE LICENSE QUOTE FOLLOWS THIS PAGE]

Exhibit B
Innovative Interfaces Incorporated
Subscription License Agreement
General Terms and Conditions

Unless otherwise specified, capitalized terms in these GTCs have the same meaning as those in the License Agreement.

1. **Software License**.

a. Subject to the terms and conditions of this Agreement, including without limitation Client's payment of all of the Fees (defined below) due hereunder, Innovative hereby grants to Client a limited, nonexclusive, non-sub-licensable, nontransferable license to use the components of its software applications, modules, and other products that are listed in the Pricing Exhibit to the License Agreement (collectively, the "Software"). The license granted in the preceding sentence will be for the duration of the term of this Agreement and will automatically expire upon the termination or expiration of this Agreement or as otherwise specified in this Agreement.

b. Client and, where applicable, its Authorized Users (defined below) may use the Software (including any Client Configurations) (i) only for the management of the library and for servicing its patrons (including permitting Authorized Users to search library catalogues), and not on an outsourced basis, as a service bureau, for resale, or similarly on behalf of or for the direct or indirect benefit of third parties, and (ii) only in accordance with the other terms of this Agreement. Client will be responsible for its Authorized Users' compliance with the terms hereof. Without limiting the foregoing, Client agrees that it and its Authorized Users will: (i) comply with all applicable laws regarding the transmission of data, including, without limitation, any applicable export control and data protection laws; and (ii) not use the Software for illegal purposes.

c. Subject to Section 11 (Client Configurations), other than Innovative, no one is permitted to copy, modify, reverse engineer, decompile, or disassemble the Software, create derivative works thereof, or separate the Software into its component files. All rights to the Software that are granted to Client in this Agreement are limited to the object code versions of the Software and in no event will Client be deemed to have any right, title or interest in the source code of the Software.

d. The Software may be used by the base number of Client's worldwide employees, third-party auditors, agents and contractors ("Authorized Users") set forth in the Pricing Exhibit to the License Agreement for such Software and such additional Authorized Users as may be hereafter identified to Innovative by Client for which Client pays the additional Fees referred to in Section 4(a) of this Agreement. Each Authorized User license is allocable to a single full-time user of the Software and may be transferred to another user only on a full-time basis. Authorized User license(s) may not be shared on a part time or concurrent user basis. For the avoidance of doubt, Client patrons do not fall within the restrictions of Authorized Users.

e. The license granted to Client pursuant to this Agreement will include, at no additional cost, a license to use all new scheduled major releases, service pack releases, and hot fixes of the Software offered generally by Innovative to its clients during the term of this Agreement (collectively, "New Releases"). "New Releases" do not include new or additional modules, applications or other software now or hereafter offered by Innovative, each of which require a separate license and payment of additional license fees. The term “Software” will be deemed to include New Releases. Additional fees at Innovative's then-prevailing professional service rates will apply for implementation of New Releases.

f. Innovative offers support for the Software in accordance with the Support Terms, the terms of which are incorporated by reference herein.

g. The license granted hereunder grants Client the right to use a single production instance (copy) of the Software and up to two (2) additional instances (copies) of the Software for non-production use at no additional charge. All copies of the Software are subject to the terms of this Agreement. Non-production use includes training, development, testing, quality assurance, staging or preproduction provided that the copies of the Software are not used in a production environment or as a backup to production. Except to the extent expressly set forth in a License Agreement, this license grant does not provide Client with any rights to hosting services.

h. If, during the Term of this Agreement, Innovative discontinues any Software, then Innovative will deliver to Client notice to such effect no less than twelve (12) months prior to the discontinuation of such Software and Client's annual Fees will be decreased a pro-rated amount equal to the annual line item Fees for that Software starting in the next years' annual invoice.

2. **Acceptance**. Following the execution of the Agreement by the parties, Innovative will deliver the Software, in its preconfigured, out-of-the box format, to Client (i) via the Internet, if Client has purchased hosting services from Innovative pursuant to the Hosting Terms or (ii) by making it available to Client to download via an FTP site or other mutually agreed upon method, if Client has not purchased hosting services from Innovative pursuant to the Hosting Terms. Client will be deemed to have accepted that the out-of-the box Software has been delivered upon initial download or receipt.

3. **Ownership**.

a. All Intellectual Property Rights (defined below) in the Software and also including, without limitation, all improvements, enhancements, modifications, Client-specific upgrades, or updates to the Software, developed by either party, solely or jointly (collectively, "Innovative Products"), will remain the exclusive, sole and absolute property of Innovative or the third parties from whom Innovative has obtained the right to use the Innovative Products. Intellectual property created by Innovative pursuant to this Agreement, or any other party at the request or direction of Innovative, will be owned by Innovative. "Intellectual Property Rights" means any and all intellectual property rights existing from time to time under any law or regulation, including without limitation, patent law, copyright law, semiconductor chip protection law, moral rights law, trade secret law, trademark law, unfair competition law, publicity rights law, or privacy rights law, and any and all other proprietary rights, and any and all applications, renewals, extensions and restorations of any of the foregoing, now or hereafter in force and effect worldwide. Client hereby assigns to Innovative all right, title and interest in any feedback and suggestions it provides to Innovative regarding the Software or other products commercialized by Innovative now or in the future. This Agreement does not convey to the Client any interest in or to the Innovative Products or any associated Intellectual Property Rights, but only a limited right to use the Software to the extent set forth in this Agreement, which right is terminable in accordance with the terms of this Agreement and is otherwise subject to the limitations, restrictions, and requirements contained herein. If Client configures or otherwise modifies the Software using an API licensed hereunder, Client will also have a license to use such configurations or modifications as part of the Software on the terms set forth in Section 1. Rights not expressly granted to the Client are hereby expressly reserved by Innovative.

b. For purpose of this Agreement, as between Innovative and Client, any Intellectual Property Rights in the Innovative Products to the extent owned by any third party will be and remain the exclusive property of such third party. The Software may include third-party software and products, which are described in the documentation and/or Specifications made available to Client by Innovative, and any third-party pass-through terms relating to such third-party software and products are identified therein (or by other mode of disclosure).

c. Except as expressly stated herein, Client will exclusively have and retain all right, title and interest, including all associated Intellectual Property Rights, in and to data that Client enters into the Software or disclosed by Client to Innovative in its performance hereunder ("Client Data"), and, as between Client and Innovative, such Client Data will remain the sole property of Client. Client hereby grants to Innovative a license to use Client Data (i) to process the Client Data pursuant to Client's business requirements, (ii) for maintenance and support of the Software, (iii) to collect and use aggregate, non-identifying and anonymized data, and (iv) for research and development purposes. Client acknowledges and agrees that it will have no rights in any products or services created or sold by Innovative or its affiliates that use any of the Client Data in the manner set forth in (iii) or (iv) of the preceding sentence. To the extent that applicable law requires any permissions or authorizations to have been obtained prior to submission of Client Data to Innovative (including without limitation from individuals to whom the data pertains), Client warrants and covenants that it (and its Authorized Users, as applicable) will have first obtained the same permissions or authorizations prior to transmitting such data to Innovative. Client will defend, indemnify and hold harmless Innovative in the event of any third-party claim arising from a breach of the aforesaid warranty and covenant.

4. **Fees; Expenses; Payment Terms**.

a. In consideration of receiving a limited license to use the Software, Client will pay the fees set forth in the Pricing Exhibit to the License Agreement (the "Fees") on the terms set forth therein. Initial invoicing under this Agreement will occur when the Software is initially delivered to Client per Section 2; subsequent renewal invoices will be sent to Client prior to the date such payment is due. Invoices for any Renewal Terms may be provided to

Client up to 90 days prior to the effective date of such Renewal Term. Client will notify Innovative in writing if Client hereafter requires additional Authorized Users or additional Software modules, and will pay the fees for such additional Authorized Users or additional Software modules in accordance with the terms set forth on the invoice for such fees. The Software may, from time to time, electronically transmit to Innovative reports verifying the type and number of Authorized Users, and Innovative may utilize license keys or other reasonable controls to enforce Authorized User license limitations. Client will cooperate with Innovative in all such efforts.

b. Fees for additional Third-Party Software, hardware and services are subject to change and will be quoted at the then current rate.

c. All Fees are exclusive of all taxes and similar fees now in force or enacted in the future or imposed on the delivery and license of the Software, all of which Client will be responsible for and will pay in full, other than taxes based on Innovative's net income. Client will provide Innovative its state issued Direct Pay Exemption Certificate (or equivalent certificate), if applicable, upon execution of this Agreement. In the event an applicable taxing authority, as a result of an audit or otherwise, assesses additional taxes for goods or services sold under this Agreement at any time, Client and not Innovative will be solely responsible for payment of such additional taxes and all costs associated with such assessment, including without limitation, interest, penalties and attorney's fees. Additionally, should Client be required under any applicable law or regulation, domestic or foreign, to withhold or deduct any portion of the payments due to Innovative hereunder, then the sum due to Innovative will be increased by the amount necessary to yield to Innovative an amount equal to the sum Innovative would have received had no withholdings or deductions been made.

d. Where this Agreement establishes a due date for a payment and/or a recurring method for payment, payment will be due and payable on such due date and/or according to the method specified. Other fees or expenses charged pursuant to this Agreement will be paid at the amounts set forth in the invoice within 30 (thirty) days of the date of the invoice. All amounts stated herein and all Fees determined hereunder are in U.S. Dollars, unless otherwise required by applicable law.

e. Any invoices not paid when due will accrue interest at the rate of 1% per month or the maximum rate permitted by law, whichever is greater.

5. **Limited Warranty**.

a. Innovative warrants, solely for the benefit of Client, that:

i. It has the corporate power and authority to enter into this Agreement and to grant Client the license to the Software hereunder; and

ii. The Software will conform in all material respects to the applicable technical documentation for the Software provided to Client by Innovative and expressly identified by Innovative as the specifications for the Software (collectively, the "Specifications").

b. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT FOR (i) THE WARRANTIES EXPRESSLY STATED ABOVE IN THIS SECTION AND (ii) ANY WARRANTY, REPRESENTATION OR CONDITION TO THE EXTENT THE SAME CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW, INNOVATIVE AND ITS LICENSORS, AFFILIATES, AGENTS, SUBCONTRACTORS AND SUPPLIERS MAKE NO REPRESENTATIONS OR WARRANTIES, AND EXPRESSLY DISCLAIM AND EXCLUDE ANY AND ALL WARRANTIES, REPRESENTATIONS AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, WHETHER ARISING BY OR UNDER STATUTE, COMMON LAW, CUSTOM, USAGE, COURSE OF PERFORMANCE OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, INNOVATIVE AND ITS LICENSORS, AFFILIATES, AGENTS, SUBCONTRACTORS AND SUPPLIERS DO NOT WARRANT, AND EXPRESSLY DISCLAIM ANY REPRESENTATION OR WARRANTY, THAT THE SOFTWARE OR OTHER DELIVERABLES PROVIDED BY OR ON BEHALF OF INNOVATIVE WILL SATISFY CLIENT'S REQUIREMENTS OR THAT THEIR USE OR OPERATION WILL BE ERROR OR DEFECT-FREE OR UNINTERRUPTED OR AVAILABLE ON THE INTERNET, OR THAT ALL PRODUCT DEFECTS WILL BE CORRECTED. EXCEPT FOR THE EXPRESS WARRANTIES IN SECTION 5(a), THE SOFTWARE, INCLUDING ALL CONTENT, IS PROVIDED "AS IS," WITH ALL FAULTS AND WITHOUT ANY GUARANTEES REGARDING QUALITY, PERFORMANCE, SUITABILITY, TIMELINESS, SECURITY, DURABILITY,

INTEGRABILITY OR ACCURACY, AND CLIENT ACCEPTS THE ENTIRE RISK OF AND RESPONSIBILITY FOR SELECTION, USE, QUALITY, PERFORMANCE, SUITABILITY AND RESULTS OF USE THEREOF, INCLUDING ALL CONTENT GENERATED THROUGH USE THEREOF.

c. As the exclusive remedy of Client for a breach of the limited warranties set forth in Section 5, for any error or other defect for which Innovative is solely responsible, Innovative will, at its option, either (i) correct or repair the Software, or (ii) accept termination of this Agreement and refund the unused balance of any prepaid Fees for the Software, prorated for the period commencing on the date the error or defect was reported by Client to Innovative and continuing throughout the balance of the period to which such Fees apply. None of the above warranties or remedies in this Section 5 will apply with respect to any Software that has been damaged or modified by any party other than Innovative, or used in a manner for which the Software is not designed or intended.

6. **LIMITATIONS ON LIABILITY**. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL INNOVATIVE BE LIABLE FOR LOST PROFITS OR OTHER INCIDENTAL OR CONSEQUENTIAL, INDIRECT, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES UNDER ANY CIRCUMSTANCES WHATSOEVER, EVEN IF INNOVATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF THEY WERE OTHERWISE FORESEEABLE. INNOVATIVE’S TOTAL LIABILITY FOR TORT, CONTRACT AND OTHER DAMAGES WILL NOT EXCEED THE TOTAL AMOUNT OF ALL FEES PAID TO INNOVATIVE BY CLIENT UNDER THIS AGREEMENT IN THE TWELVE-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE UPON WHICH A CLAIM IS FIRST ASSERTED AGAINST INNOVATIVE. INNOVATIVE WILL NOT BE LIABLE FOR ANY CLAIM OR DEMAND AGAINST CLIENT BY ANY THIRD PARTY EXCEPT FOR THE INDEMNIFICATION SET FORTH IN SECTION 7. THESE LIMITATIONS OF LIABILITY WILL APPLY TO ALL CLAIMS AGAINST INNOVATIVE IN THE AGGREGATE (NOT PER INCIDENT) AND TOGETHER WITH THE DISCLAIMER OF WARRANTIES ABOVE WILL SURVIVE FAILURE OF ANY EXCLUSIVE REMEDIES PROVIDED IN THIS AGREEMENT.

7. **Indemnification**.

a. If a third party files a legal action in a court of competent jurisdiction against Client claiming the Software, as delivered to Client by Innovative, directly infringes such third party’s U.S. copyright or U.S. patent, Innovative will defend Client against such legal action, provided that Client promptly notifies Innovative in writing of the legal action and fully cooperates with Innovative in the defense of such legal action. Innovative will also indemnify Client from all damages and out-of-pocket costs (including reasonable attorneys’ fees) finally awarded by a court of competent jurisdiction in connection with any such legal action, or agreed to by Innovative in a settlement. Innovative will control all aspects of the defense and conduct the defense and any settlement negotiations in any such third-party legal action. This indemnification is limited to the Software in the form delivered to Client and does not cover claims arising from (x) modifications thereto not made by Innovative, or, even if by Innovative, at the request of Client; (y) use of the Software in combination with other software or items not provided by Innovative, or (z) third party modifications (including addition of source code) to the Software.

b. As the exclusive remedy of Client under the limited indemnity set forth in Section 7.a, if the use of the Software by Client is enjoined, Innovative will, at its sole option: (i) obtain for Client the right to continue to use the Software, (ii) modify the Software to remove the cause of the legal action, (iii) replace the Software at no additional charge to Client with a substantially similar, non-infringing product, which will then be subject to the provisions of this Agreement, or (iv) terminate this Agreement and refund to Client that portion of the Fees allocable to the infringing component of the Software, prorated for the period Client’s use of the Software is enjoined. None of the above warranties or remedies will apply with respect to any element of the Software that has been modified by any party other than Innovative, or used in a manner for which the Software is not designed or intended. This Section states Innovative’s entire liability and Client’s exclusive remedies for infringement of intellectual property rights of any kind.

8. **Confidentiality**.

a. Client acknowledges that all documentation, audit reports, technical information, software, Specifications and other information pertaining to the Software, and/or Innovative's business interests or activities, product pricing, financial information, methods of operation or customers that are disclosed by any party to Client in the course of performing this Agreement or any ensuing business arrangement are the confidential and proprietary information of Innovative. Innovative acknowledges that Client Data and other proprietary Client materials are the confidential information of Client. The information and materials described in the preceding sentences is referred to herein as "Confidential Information." Notwithstanding the foregoing, the term "Confidential Information" does not include information pertaining to a party if (i) such information is generally known to the public through no improper action or inaction by the other party, (ii) was, through no improper action or inaction by the other party, in the possession of the other party prior to the Effective Date, or (iii) rightly disclosed to the other party by a third party if such disclosure does not violate the terms of any confidentiality agreement or other restriction by which such third party may be bound.

b. All Confidential Information will be held in confidence and may not be copied, used or disclosed other than as set forth in this Agreement. Each party must take all reasonable efforts to protect the confidentiality of and prevent the unauthorized use of any such Confidential Information by any third party within such party's control. Each party may disclose Confidential Information (i) to the receiving party's employees and contractors required to have access to such Confidential Information for the purposes of performing this Agreement or using the Software, provided each party hereto notifies its employees and contractors accessing such Confidential Information of the confidentiality obligations in this Section 8; or (ii) if such disclosure is in response to a valid order of any court, statute, or other governmental body ("Order"), in which event, the disclosing party must use reasonable efforts to provide the other party with prior notice of such Order, to the extent legally permitted to do so and in accordance with the Order. Under no circumstances will Confidential Information received from Innovative be disclosed to any competitor of Innovative without Innovative's advance written permission.

c. Recognizing any improper use or disclosure of any Confidential Information by either party may cause the party whose Confidential Information is improperly used or disclosed irreparable damage for which other remedies may be inadequate, a party whose Confidential Information is improperly used or disclosed will have the right to petition for injunctive or other equitable relief from a court of competent jurisdiction as appropriate to prevent any unauthorized use or disclosure of such Confidential Information.

d. If the parties have previously executed a nondisclosure agreement ("NDA"), any Confidential Information exchanged pursuant to such NDA will remain confidential, and will as of the date of the execution of this Agreement be deemed Confidential Information within the meaning of this Agreement and also be governed by the terms hereof.

9. **Term; Termination**.

a. The term of the Agreement is set forth in the Pricing Exhibit to the License Agreement.

b. If either party hereto fails to perform or comply with any material term or condition of this Agreement, specifically including Client's failure to pay any Fees (such party being the "Breaching Party"), and such failure continues unremedied for 30 (thirty) days after receipt of written notice, the other party may terminate this Agreement. Notwithstanding the foregoing, if the Breaching Party has in good faith commenced to remedy such failure and such remedy cannot reasonably be completed within such 30-day period, then the Breaching Party will have an additional 30 (thirty) days to complete such remedy, after which period the other party may terminate this Agreement if such failure continues unremedied.

c. Client may terminate this Agreement at any time during the Initial Term effective as of the date of the next annual anniversary of the Effective Date if Client's budget (funding) is eliminated and Client provides written evidence to Innovative of the elimination of Client's budget (funding), such evidence to be in the form and substance reasonably requested by Innovative.

d. Except for a termination by Client pursuant to Section 9.b., and unless as otherwise set forth in this Agreement, upon any termination of this Agreement, all prepaid Fees will be nonrefundable and Client will be responsible for all Fees and expenses for the Software provided prior to and as of the date of termination. Any termination of this Agreement will not waive or otherwise adversely affect any other rights or remedies the terminating party may have under the terms of this Agreement. Upon termination of this Agreement, the rights and duties of the parties will terminate, other than the obligation of the Client to pay Fees and costs in accordance herewith, and the obligations of the parties pursuant to Section 1.c. (Software License), Section 3 (Ownership), Section 4 (Fees; Expenses; Payment Terms), Section 6 (Limitations on Liability), Section 7 (Indemnification), Section 8 (Confidentiality), Sections 9.d. and 9.e. (Termination), Section 11 (Client Configurations) and Section 13 (General). Within 30 (thirty) days of receipt of a written request following a termination of this Agreement, each party must return or destroy all Confidential Information of the other party, as requested in writing by the other party. Notwithstanding the foregoing, a party will not be obligated to destroy data containing Confidential Information of the other party when it would be commercially impracticable for the receiving party to do so (for example, when

Confidential Information is contained in e-mail stored on backup tapes or other archival media), but for so long as such receiving party is in possession of such Confidential Information of the other party, the terms of Section 8 (Confidentiality) hereof will continue to restrict the receiving party's use or disclosure of such Confidential Information. Neither party will be liable to the other for any termination or expiration of this Agreement in accordance with its terms.

e. Following termination of this Agreement, Innovative has no duty whatsoever to deliver to Client any parts of its programming, data model, or any other information regarding which Innovative claims a proprietary or Intellectual Property Right. To the extent that Innovative is requested to perform any services for Client in connection with the termination of this Agreement (including without limitation providing Client with a copy of Client Data in a commercially-standard format to be agreed upon by the Parties), such service will be performed pursuant to a written statement of work under a separate professional services agreement and paid for by Client, applying Innovative's then-current rates for daily/hourly work, as the case may be.

10. **Third Party Software**. The Software may contain third-party and/or "open source" code provided under third-party license agreements. The terms and conditions of such third-party license agreements will apply to such source code in lieu of these terms, where applicable, and Client is responsible for compliance therewith. A listing of certain third-party and/or open source code contained in the Software, the respective license terms applicable to such code, and certain related notices are included in the documentation and/or Specifications made available to Client by Innovative. Except as required for the authorized use of the Software as contemplated herein, Client may not use any name or trademark of any supplier of third party or open source code without such party's prior written authorization.

11. **Client Configurations**. Client will be permitted to use one or more application programming interfaces (APIs) made available by Innovative to configure the Software hereunder in accordance with the Specifications (such configurations or other modifications, "Client Configurations"). Client will not use any other API to modify or configure the Software. No API may be used to create any Client Configuration that, in whole or in part, mimics any material functionality of any software or service developed or marketed by Innovative or that would reasonably be deemed competitive to any software or service developed or marketed by Innovative if the Client Configuration were to be released to the public market. Innovative disclaims all representations and warranties, express or implied, regarding Client Configurations and assumes no liability whatsoever with respect to Client Configurations. Client agrees to indemnify and hold harmless Innovative from all damages and out-of-pocket costs (including reasonable attorney fees) for any third-party action based on a claim that any Client Configuration infringes a copyright or a patent, or constitutes an unlawful disclosure, use or misappropriation of another party's trade secrets.

12. **Back-Up Activities**. Except to the extent that Client purchases Innovative's hosting service or back-up services, Client has the sole responsibility for the maintenance and protection of all data input into the Software, including, without limitation, the making, storing and security of back-up and archive copies of such data and the Software (collectively "Back-Up Activities"), and Client acknowledges Innovative will not perform any Back-Up Activities for or on behalf of Client.

13. **Data Privacy**. Innovative follows industry standard privacy practices, available at https://www.iii.com/services-privacy-policy/.

14. **Security**. Innovative holds the internationally-recognized ISO 27001:2013 standard for its information security management system. Security and compliance is a shared responsibility between Innovative and the Client. Innovative operates, manages and controls the components from the host operating system layer to the networking layer, if Hosting is identified in the Pricing Exhibit. All physical security is managed by Innovative's hosting partner. The Client assumes shared responsibility and management of the Software. Client should take into consideration the Client Configurations and any third-party application they choose and their responsibility depending on any applicable laws and regulations. Innovative takes reasonable and appropriate administrative, technical and physical measures to protect the confidentiality, integrity and availability of Client's sensitive information.

15. **General**.

a. No Waiver. The failure of either party to enforce any rights granted hereunder or to take action against the other party in the event of any breach hereunder will not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches.

b. Independent Contractor. Client acknowledges that Innovative is at all times an independent contractor and that Client's relationship with Innovative is not one of principal and agent nor employer and employee. No Innovative personnel will be entitled to participate in any compensation or benefits plan of Client.

c. Force Majeure. Neither party will be liable or responsible for any delay or failure in performance if such delay or failure is caused in whole or in part by fire, flood, explosion, power outage, war, strike, embargo, government regulation, civil or military authority, hurricanes, severe wind, rain, other acts of God, acts or omissions of carriers, third-party local exchange and long distance carriers, utilities, Internet service providers, transmitters, vandals, or hackers, or any other similar causes that may be beyond its control (a "Force Majeure Event").

d. Notice. Any notice or communication required to be given by either party must be in writing and made by hand delivery, express delivery service, overnight courier, electronic mail, or fax, to the party receiving such communication. Unless otherwise instructed in writing, such notice will be sent to the parties at the addresses set forth on the first page of the License Agreement. All communications pursuant to this Section will be deemed delivered as follows: (a) upon receipt, if delivered personally or by a recognized express delivery or courier service; or (b) when electronically confirmed, if delivered by facsimile.

e. Invalidity. Any provision of this Agreement which is invalid, illegal, or unenforceable in any jurisdiction will, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof in such jurisdiction or rendering that or any other provision of this Agreement invalid, illegal, or unenforceable in any other jurisdiction.

f. Counterparts. This Agreement may be executed by the parties in separate counterparts by original, .pdf (or similar format for scanned copies of documents) or facsimile signature, each of which when so executed and delivered will be deemed an original, but all such counterparts will together constitute but one and the same instrument.

g. Publicity. Except as provided in this Section, neither party will make any press release, public statement or other disclosure regarding the terms of this Agreement without the prior written consent of the other party, which consent will not be unreasonably withheld. Notwithstanding the foregoing, Innovative will have the right to issue public statements pertaining to the existence of the business relationship between Innovative and Client, including the right to limited use of Client's name, logo and other reasonable non-confidential information in press releases, web pages, advertisements, and other marketing materials.

h. Assignment. Neither party has the power to assign, license, or sub-license any of its rights or obligations hereunder without the prior written consent of the other party, which will not be unreasonably withheld. Any assignment, license, or sub-license attempted without such consent will be void. Notwithstanding the foregoing, a party may assign this Agreement without the other party's consent (i) as part of a corporate reorganization, consolidation, merger, or sale of substantially all of its assets or capital stock; or (ii) to an Affiliate of such party provided that any such assignment will not release the assigning party from its obligations under this Agreement.

i. Waiver of Jury Trial; Governing Language. EACH PARTY HEREBY WAIVES ITS RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY DISPUTE OR LEGAL PROCEEDING ARISING OUT OF THIS AGREEMENT OR THE SUBJECT MATTER HEREOF. This Agreement and all proceedings hereunder will be conducted in the English language; any translation of this Agreement into another language will be for convenience only but will not modify the meaning hereof. Only a written instrument duly executed by both parties may modify this Agreement.

j. Entire Agreement. This Agreement contains the entire understanding of the parties, and supersedes all prior agreements and understandings relating to the subject matter hereof, provided that nothing herein will diminish or affect any separate services agreement or statement(s) of work issued thereunder. The parties represent that they are sophisticated commercial entities, have had the opportunity to consult with their own counsel, and have included in this Agreement all terms material to the parties' rights and obligations with respect to the subject matter hereof and intend this document to be the final expression of their contractual intent. The parties further represent and acknowledge that communications exchanged between the parties during contract negotiation (including, without limitation, requests for proposal ("RFPs") and Innovative's responses to such RFPs; questionnaires and responses to same, quotes) do not constitute a part of this Agreement. Purchase orders, work orders or other such documents submitted by Client will be for Client's internal administrative purposes only and the terms and conditions contained in any such purchase order, work order or other such document will have no force or effect and will not amend or modify this Agreement. In the event of any inconsistencies or conflicts among the GTCs, a License

Agreement or any other exhibits or schedules referenced by these GTCs, the following order of priority will control: 1. License Agreement, 2. GTCs and 3. any other terms, agreements, exhibits or schedules included in, or referenced by the Agreement.

Exhibit C
Innovative Interfaces Incorporated
Maintenance and Support
Terms and Conditions

These Maintenance and Support Terms and Conditions (“Support Terms”) apply to the License Agreement. Unless otherwise specified, capitalized terms in these Support Terms have the same meaning as those in the GTCs. The terms set forth herein supplement, but do not replace or modify, the GTCs.

1. **Maintenance and Support**. Innovative will offer maintenance and support on the terms set forth herein (“Maintenance and Support”) for the latest generally available version of the Software and for certain earlier versions in accordance with Innovative’s support policy. Standard Maintenance and Support is included with the price for the annual license set forth in the License Agreement.

2. **Error Response**. Error descriptions (each an “Error”), the Error severity levels and corresponding targeted response time per level are each described in the table below. The Targeted Response Times in the table below identify the response times that Innovative will target for the corresponding Error, however, such Targeted Response Times are not guaranteed.

Severity	**Description**	**Target Response Time**
One - Site Down	A major component of the software is in a non-responsive state and severely affects library productivity or operations. A high impact problem that affects the entire library system. Widespread system availability, production system is down	1 hour
Two – Critical	Any component failure or loss of functionality not covered in Severity 1 that is hindering operations, such as, but not limited to: excessively slow response time, functionality degradation; error messages; backup problems; or issues affecting the use of the module or the data	2 hours
Three - High	Lesser issues, questions, or items that minimally impact the work flow or require a work around	2 business days; excludes holidays and weekends
Four – Routine	Issues, questions, or items that don’t impact the work flow. Issues that can easily be scheduled such as an upgrade or patch	4 business days; excludes holidays and weekends

3. **Error Reporting and Diagnosis**.

a. Client must designate a representative as the contact that will report Errors to Innovative and be Innovative’s primary contact for the provision of Maintenance and Support pursuant to the terms of this Agreement (such representative is referred to herein as the “Client Contact”). When a Client Contact reports an Error, Innovative will use commercially reasonable efforts to diagnose the root cause of the Error (“Diagnosis”). Upon completing the Diagnosis, each Error will be classified as either a “Warranty Error” or a “Non-Warranty Error” pursuant to Section 3.b. below. Innovative will use commercially reasonable efforts to diagnose and repair both Warranty and Non-Warranty Errors as described below.

b. “Warranty Errors” are all Errors that do not qualify as Non-Warranty Errors. “Non-Warranty Errors” are Errors resulting from any of the following causes: (i) misuse, improper use, alteration or damage of the Software; (ii) operator error; (iii) incorrect data entry by Client; (iv) third-party software not part of the Software; (v) errors and/or limitations attributable to Client environment; (vi) Client’s failure to incorporate any New Release previously provided to it by Innovative which corrects such Error; (vii) modification of the Software performed by Client; and (viii) technical consulting services provided by Innovative at Client’s request (e.g., change orders, integration development, or configuration design and implementation), unless Client notifies Innovative of such technical consulting services problem within the applicable warranty period set forth in the governing statement of work, change order or agreement. Client acknowledges that the Software is intended for use only with the software and hardware described in the Specifications provided by Innovative from time to time, and Client will be solely responsible for its adherence thereto.

c. If the Client is hosting their Software, the Client must provide direct network internet access to the Software, including any firewalls. Innovative requires such access to correct Software bugs and carry out modifications of the Software for the purpose of maintaining the Software.

4. **Complimentary and Chargeable Support**. Innovative will respond to all reported Errors pursuant to Section 2 above and will use commercially reasonable efforts to resolve Warranty Errors at no additional charge if Client has purchased and is current on its payment for Maintenance and Support; however, Innovative may charge Client for such effort with respect to Non-Warranty Errors according to the following process: (i) When the Client Contact reports any Error, prior to commencing the Diagnosis for the Error, Innovative will notify the Client Contact that the Diagnosis and repair effort will be at no charge to Client unless the reported Error is determined to be a Non-Warranty Error, in which case only the first two hours of Diagnosis will be at no charge; and (ii) Innovative will then commence the Diagnosis unless instructed otherwise by the Client Contact. If more than two hours are required for the Diagnosis of Non-Warranty Errors, then such additional Diagnosis hours will be charged to Client at Innovative's then-current rate for technical services. Once the Diagnosis is complete, the Client Contact will be given the option of having Innovative proceed with repairing the Non-Warranty Error, and, if so requested, Innovative will provide an estimate of the total cost for such effort. If agreed to by the Client Contact, Innovative will undertake to repair the Non-Warranty Error and charge Client for the associated technical services performed.

5. **Ticket Management and Escalation**. Innovative manages all reported issues using a ticket management system, and provides an Internet portal for Clients to report issues. Clients may review the status of issues reported online. When an Error is either unresolved or not resolved in a timely fashion, the Client should contact Innovative representatives pursuant to Innovative's escalation policy made available on Innovative's Internet portal.

Exhibit D
Innovative Interfaces Incorporated
Hosting Services
Terms and Conditions

These Hosting Services Terms and Conditions ("Hosting Terms") apply to the License Agreement if, and only to the extent that, Hosting Services are identified on the Pricing Exhibit to the License Agreement as a purchased service. Unless otherwise specified, capitalized terms in these Hosting Terms have the same meaning as those in the GTCs. The terms set forth herein supplement, but do not replace or modify, the GTCs.

1. Hosting Services. The following terms apply for all purposes to Client's license to and use of the Software under the Agreement.

2. Hosting Solution. Innovative offers clients a standard cloud-based hosting option (the "Standard Plan"). The table below sets forth the features of the Standard Plan. This option provides industry-leading security and monitoring at a SOC 1/SOC 2 Type 2/ISO 27001-audited datacenter by a top-tier cloud hosting provider (the "Hosting Provider"), with the flexibility to meet clients' data storage, data recovery, and information security policy requirements. To meet clients' global hosting needs, Innovative offers hosting options in datacenters located in the United States, Ireland, Australia and the Asia-Pacific region, however, Innovative reserves the right to increase, decrease and/or relocate its datacenters at anytime.

Feature	Standard
24x7 infrastructure monitoring	✓
Dedicated production environment	✓
99.9% guaranteed infrastructure uptime**	✓
Dedicated public IP address and custom URL	✓
Operating system installation and management	✓
Library software installation and upgrades	✓
Data backups	Daily
Archive data backup retention	30 days

3. Hosting Solution System Configuration. The hosting systems are configured to meet the solution requirements as per the Hosting Terms set forth on the Pricing Exhibit to the License Agreement.

4. Security Controls.

a. Generally. Subject to the terms of the Agreement, Innovative implements industry-recognized best practices to prevent the unintended or malicious loss, destruction or alteration of Client's data resident in the Software.

b. Access Control. Highly available redundant firewall and edge routers are configured to control access to hosted systems

c. Network Systems Audit Logging. All firewall logon activity and password changes are logged, monitored, controlled and audited. All intrusion detection and firewall log monitoring is done through services provided by Innovative and those pertinent log files and configuration files are retained for ninety (90) days and can be made available upon request for audit and problem resolution, as may be required.

d. Network Monitoring. All network systems and servers are monitored 24/7/365. Innovative will monitor its systems for security breaches, violations and suspicious (questionable) activity. This includes suspicious external activity (including, without limitation, unauthorized probes, scans or break-in attempts) and suspicious internal activity (including, without limitation, unauthorized system administrator access, unauthorized changes to its system or network, system or network misuse or program information theft or mishandling). Innovative will notify Client as soon as reasonably possible of any known security breaches or suspicious activities involving Client's production data or environment, including, without limitation, unauthorized access and service attacks, e.g., denial of service attacks.

e. Security Audits. Client may perform audits of Innovative's security best practices. Innovative will share various security audit reports, within reason, as requested by Client.

f. Information Security Auditing/Compliance. Innovative's hosting providers undergo SOC 1/SOC 2 Type 2/ISO 27001 audits each year by independent third-party audit firms.

g. **The 99.9% guaranteed infrastructure uptime is subject to the following Service Level Agreement (SLA):

i. Hours of operation/exclusive remedy for service unavailability. Innovative offers a monthly infrastructure uptime target of 99.9% of Scheduled Up-Time to Client. Scheduled Up-Time means all of the time in a month that is not Scheduled Downtime or Third Party Unavailability. In the event that Innovative fails to provide Client with 99.9% infrastructure uptime for three consecutive months, Client will be entitled to receive a credit equal to the prorated amount of the Fees for the period in which Innovative failed to provide such infrastructure uptime during such months upon receipt of written notice from Client. The remedies set forth in this Paragraph (i) are the exclusive remedies of the Client for Innovative's failure to provide Client with 99.9% infrastructure uptime.

ii. Scheduled Downtime. Scheduled Downtime means the period of time which Innovative or the Hosting Provider, conduct periodic scheduled system maintenance and release updates for which Innovative will provide the Client with advance notice. Innovative will make commercially reasonable efforts to provide Client notice of scheduled system maintenance 48 hours in advance and notice of release updates three weeks in advance.

Intentionally Blank

INNOVATIVE INTERFACES INCORPORATED

SOFTWARE-AS-A-SERVICE (SAAS) SUBSCRIPTION AGREEMENT

This Software-as-a-Service (SaaS) Subscription Agreement ("SaaS Agreement") is entered into by and between Innovative Interfaces Incorporated, a California corporation ("Innovative"), and the party identified as Client below ("Client"), as of the "Effective Date" also set forth below.

Client	
Address	
Customer No.	
Effective Date	
Initial Term	

1. **Definitions**.

"Go-Live Date" means the date of Client's first access to the Application Services.

"GTCs" means the Innovative Interfaces Incorporated SaaS Agreement General Terms and Conditions in Exhibit B.

"SLAs" means the Innovative Interfaces Incorporated Service Level Agreements in Exhibit C.

"Security Terms" means the Innovative Interfaces Incorporated Information Security Terms and Conditions in Exhibit D.

2. **General**. Innovative and Client agree that this SaaS Agreement is a binding agreement between the parties and is governed by the GTCs, SLAs, and the Security Terms, all of which are made a part hereof. This SaaS Agreement, the GTCs, SLAs, Security Terms, and all other exhibits, schedules and terms and conditions referenced by or in this SaaS Agreement, the GTCs, SLAs or Security Terms together constitute the "Agreement." Client acknowledges and agrees that it has had the opportunity to review the Agreement, including without limitation, the GTCs, SLAs and Security Terms, prior to the execution of this Agreement. Unless otherwise specified, capitalized terms in this Agreement have the same meaning as those in the GTCs. This Agreement is governed by and interpreted in accordance with the internal substantive laws of the State of New York, without regard to any other laws that would require the application of the laws of another jurisdiction. Application of the U.N. Convention on Contracts for the International Sale of Goods is hereby excluded.

EXHIBITS TO SAAS AGREEMENT

A	PRICING EXHIBIT
B	GENERAL TERMS AND CONDITIONS
C	SERVICE LEVEL AGREEMENTS
D	INFORMATION SECURITY TERMS AND CONDITIONS

In witness whereof, the parties have executed this Agreement by their duly authorized representatives as of the Effective Date.

Client	**Innovative**
By:	**Innovative Interfaces Incorporated** By:
Name:	Name:
Title:	Title:
Date:	Date:

Exhibit A

Pricing Exhibit

[APPROVED APPLICATION SERVICES QUOTE FOLLOWS THIS PAGE]

Exhibit B
Innovative Interfaces Incorporated
SaaS Agreement General Terms and Conditions

Unless otherwise specified, capitalized terms in these GTCs have the same meaning as those in the SaaS Agreement.

1. **Access to and Use of the Application Services**.

a. Subject to the terms and conditions of this Agreement, including without limitation Client's payment of all of the Fees (defined below) due hereunder, Innovative will provide Client and its Authorized Users (defined below) with subscription access and certain subscription services via an Innovative website or websites to its Integrated Library System solution known as “Vega” or the “Platform,” including features identified as “SaaS” in the Pricing Exhibit (collectively, the "Application Services"). Such Application Services will be for the duration of the Term of this Agreement and will automatically expire upon the termination or expiration of this Agreement or as otherwise specified in this Agreement.

b. Client and, where applicable, its Authorized Users may access and use the Platform (including any Client Configurations) (i) only for the management of the library and for servicing its patrons (including permitting Authorized Users to search library catalogues), and not on an outsourced basis, as a service bureau, for resale, or similarly on behalf of or for the direct or indirect benefit of third parties, and (ii) only in accordance with the other terms of this Agreement. Client will be responsible for its Authorized Users' compliance with the terms hereof. Without limiting the foregoing, Client agrees that it and its Authorized Users will: (i) comply with all applicable laws regarding the transmission of data, including, without limitation, any applicable export control and data protection laws; and (ii) not use the Application Services for illegal purposes.

c. The Application Services may be used by the base number of Client's worldwide employees, third-party auditors, agents and contractors ("Authorized Users") set forth in the Pricing Exhibit for such Application Services and such additional Authorized Users as may be hereafter identified to Innovative by Client for which Client pays the additional Fees referred to in Section 4(a) of this Agreement, provided that all such Authorized Users shall assent to the on-line account verification terms on the Platform. An Authorized User is a single user of the Application Services and their right to use the Platform may be transferred to another individual user. Such rights may not be shared on a part time or concurrent user basis. For the avoidance of doubt, Client patrons do not fall within the definition of Authorized Users. Client agrees that it and its Authorized Users will:

i. Not interfere with or disrupt the servers or networks used to provide the Application Services;

ii. Not transmit through the Platform junk mail, spam, chain letters, or unsolicited mass distribution of files;

iii. Not transmit viruses or otherwise malicious code or data;

iv. Not attempt to copy, modify, make derivative works of, reverse engineer, disassemble or decompile the Platform or any Innovative system, network or software;

v. Comply with all applicable laws regarding the transmission of data, including, without limitation, any applicable export control and data protection laws; and

vi. Not use the Application Services for illegal purposes.

d. Innovative includes in the Fees rights to access and use all new scheduled major releases, service pack releases, and hot fixes of the Platform offered generally by Innovative to its clients during the term of this Agreement (collectively, "New Releases"). "New Releases" do not include new or additional modules, applications or other software now or hereafter offered by Innovative, each of which require payment of additional fees. The term “Application Services” will be deemed to include New Releases.

e. Innovative offers support for the Application Services in accordance with the SLAs, the terms of which are incorporated by reference herein.

2. **Acceptance**. Following the execution of the Agreement by the parties, Innovative will deliver the login credentials for the Client’s network administrator for the Client’s instance of the Platform, in its preconfigured format. Client will be deemed to have accepted that the provisioned Platform has been delivered upon receipt of credentials.

3. **Ownership**.

a. <u>Intellectual Property Rights</u>. All Intellectual Property Rights (defined below) in the Platform and also including, without limitation, all improvements, enhancements, modifications, Client-specific upgrades, or updates to the Platform, developed by either party, solely or jointly (collectively, "Innovative Products"), will remain the exclusive, sole and absolute property of Innovative or the third parties from whom Innovative has obtained the right to use the Innovative Products. Intellectual property created by Innovative pursuant to this Agreement, or any other party at the request or direction of Innovative, will be owned by Innovative. "Intellectual Property Rights" means any and all intellectual property rights existing from time to time under any law or regulation, including without limitation, patent law, copyright law, semiconductor chip protection law, moral rights law, trade secret law, trademark law, unfair competition law, publicity rights law, or privacy rights law, and any and all other proprietary rights, and any and all applications, renewals, extensions and restorations of any of the foregoing, now or hereafter in force and effect worldwide. Client hereby assigns to Innovative all right, title and interest in any feedback and suggestions it provides to Innovative regarding the Platform, Application Services or other products commercialized by Innovative now or in the future. This Agreement does not convey to the Client any interest in or to the Innovative Products or any associated Intellectual Property Rights, but only a limited right to use the Platform and Application Services to the extent set forth in this Agreement, which right is terminable in accordance with the terms of this Agreement and is otherwise subject to the limitations, restrictions, and requirements contained herein. If Client configures the Platform using an API hereunder, Client will also have a right to use such configurations as part of the Platform on the terms set forth in Section 1. Rights not expressly granted to the Client are hereby expressly reserved by Innovative.

b. Third-Party Proprietary Rights. For purpose of this Agreement, as between Innovative and Client, any Intellectual Property Rights in the Innovative Products to the extent owned by any third party will be and remain the exclusive property of such third party. The Platform may include third-party software and products, which are described in the documentation and/or Specifications made available to Client by Innovative, and any third-party pass-through terms relating to such third-party software and products are identified therein (or by other mode of disclosure).

c. Client Data. Except as expressly stated herein, Client will exclusively have and retain all right, title and interest, including all associated Intellectual Property Rights, in and to data that Client enters into the Platform or disclosed by Client to Innovative in its performance hereunder ("Client Data"), and, as between Client and Innovative, such Client Data will remain the sole property of Client. Client hereby grants to Innovative a license to use Client Data (i) to process the Client Data pursuant to Client's business requirements, (ii) for maintenance and support of the Platform, (iii) to collect and use aggregate, non-identifying and anonymized data, and (iv) for research and development purposes. Client acknowledges and agrees that it will have no rights in any products or services created or sold by Innovative or its affiliates that use any of the Client Data in the manner set forth in (iii) or (iv) of the preceding sentence. To the extent that applicable law requires any permissions or authorizations to have been obtained prior to submission of Client Data to Innovative (including without limitation from individuals to whom the data pertains), Client warrants and covenants that it (and its Authorized Users, as applicable) will have first obtained the same permissions or authorizations prior to transmitting such data to Innovative. Client will defend, indemnify and hold harmless Innovative in the event of any third-party claim arising from a breach of the aforesaid warranty and covenant.

4. **Fees; Expenses; Payment Terms**.

a. In consideration of receiving a limited right to access and use the Application Services, Client will pay the fees set forth in the Pricing Exhibit (the “Fees”) on the terms set forth therein. Initial invoicing under this Agreement will occur when the Platform is initially delivered to Client per Section 2; subsequent renewal invoices will be sent to Client prior to the date such payment is due. Innovative will have the right to increase rates hereunder by up to 5% over the previous year. Innovative will have the right to revise Fees based on population, as set forth in the Pricing Exhibit, after the Initial Term and periodically thereafter, but no more than once annually. Invoices for any Renewal Terms may be provided to Client up to 90 days prior to the effective date of such Renewal Term. Client will notify Innovative in writing if Client hereafter requires additional Authorized Users or additional Platform features and will pay the fees for such additional Authorized Users or additional features in accordance with the terms set forth on the invoice for such fees. The Platform may, from time to time, electronically transmit to Innovative reports verifying the type and number of Authorized Users, and Innovative may utilize access keys or other reasonable controls to enforce Authorized User limitations. Client will cooperate with Innovative in all such efforts.

b. All Fees must be paid to Innovative within 30 days from the invoice date or as stated on the invoice if different.

c. Fees for additional third-party product, hardware and services are subject to change and will be quoted at the then current rate.

d. All Fees are exclusive of all taxes and similar fees now in force or enacted in the future or imposed on the delivery and access and use of the Application Services, all of which Client will be responsible for and will pay in full, other than taxes based on Innovative's net income. Client will provide Innovative its state issued Direct Pay Exemption Certificate (or equivalent certificate), if applicable, upon execution of this Agreement. In the event an applicable taxing authority, as a result of an audit or otherwise, assesses additional taxes for goods or services sold under this Agreement at any time, Client and not Innovative will be solely responsible for payment of such additional taxes and all costs associated with such assessment, including without limitation, interest, penalties and attorney's fees. Additionally, should Client be required under any applicable law or regulation, domestic or foreign, to withhold or deduct any portion of the payments due to Innovative hereunder, then the sum due to Innovative will be increased by the amount necessary to yield to Innovative an amount equal to the sum Innovative would have received had no withholdings or deductions been made. Where this Agreement establishes a due date for a payment and/or a recurring method for payment, payment will be due and payable on such due date and/or according to the method specified. Other fees or expenses charged pursuant to this Agreement will be paid at the amounts set forth in the invoice within 30 (thirty) days of the date of the invoice. All amounts stated herein and all Fees determined hereunder are in U.S. Dollars, unless otherwise required by applicable law.

e. Any invoices not paid when due will accrue interest at the rate of 1% per month or the maximum rate permitted by law, whichever is greater.

5. **Limited Warranty**.

a. Innovative warrants, solely for the benefit of Client, that:

i. It has the corporate power and authority to enter into this Agreement for the provision of the Application Services;

ii. It will provide access to the Platform in accordance with the SLAs. The exclusive remedy of Client under the limited warranty set forth in this Section 5(a)(ii) is set forth in the SLA; and

iii. The Platform will conform in all material respects to the applicable technical documentation for the Platform provided to Client by Innovative and expressly identified by Innovative as the specifications for the Platform (collectively, the "Specifications").

b. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT FOR (i) THE WARRANTIES EXPRESSLY STATED ABOVE IN THIS SECTION AND (ii) ANY WARRANTY, REPRESENTATION OR CONDITION TO THE EXTENT THE SAME CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW, INNOVATIVE AND ITS LICENSORS, AFFILIATES, AGENTS, SUBCONTRACTORS AND SUPPLIERS MAKE NO REPRESENTATIONS OR WARRANTIES, AND EXPRESSLY DISCLAIM AND EXCLUDE ANY AND ALL WARRANTIES, REPRESENTATIONS AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, WHETHER ARISING BY OR UNDER STATUTE, COMMON LAW, CUSTOM, USAGE, COURSE OF PERFORMANCE OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, INNOVATIVE AND ITS LICENSORS, AFFILIATES, AGENTS, SUBCONTRACTORS AND SUPPLIERS DO NOT WARRANT, AND EXPRESSLY DISCLAIM ANY REPRESENTATION OR WARRANTY, THAT THE SOFTWARE OR OTHER DELIVERABLES PROVIDED BY OR ON BEHALF OF INNOVATIVE WILL SATISFY CLIENT'S REQUIREMENTS OR THAT THEIR USE OR OPERATION WILL BE ERROR OR DEFECT-FREE OR UNINTERRUPTED OR AVAILABLE ON THE INTERNET, OR THAT ALL PRODUCT DEFECTS WILL BE CORRECTED. EXCEPT FOR THE EXPRESS WARRANTIES IN SECTION 5(a), THE SOFTWARE, INCLUDING ALL CONTENT, IS PROVIDED "AS IS," WITH ALL FAULTS AND WITHOUT ANY GUARANTEES REGARDING QUALITY, PERFORMANCE, SUITABILITY, TIMELINESS, SECURITY, DURABILITY, INTEGRABILITY OR ACCURACY, AND CLIENT ACCEPTS THE ENTIRE RISK OF AND RESPONSIBILITY FOR SELECTION, USE, QUALITY, PERFORMANCE, SUITABILITY AND RESULTS OF USE THEREOF, INCLUDING ALL CONTENT GENERATED THROUGH USE THEREOF.

c. As the exclusive remedy of Client for a breach of the limited warranties set forth in Section 5(a)(iii), for any error or other defect for which Innovative is solely responsible, Innovative will, at its option, either (i) correct or repair the Platform, or (ii) accept termination of this Agreement and refund the unused balance of any prepaid subscription Fees, prorated for the period commencing on the date the error or defect was reported by Client to Innovative and continuing throughout the balance of the period to which such Fees apply. None of the above warranties or remedies in this Section 5 will apply with respect to any element of the Application Services that has been modified by any party other than Innovative, or used in a manner for which the Application Services is not designed or intended.

6. **LIMITATIONS ON LIABILITY**. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL INNOVATIVE BE LIABLE FOR LOST PROFITS OR OTHER INCIDENTAL OR CONSEQUENTIAL, INDIRECT, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES UNDER ANY CIRCUMSTANCES WHATSOEVER,

EVEN IF INNOVATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF THEY WERE OTHERWISE FORESEEABLE. INNOVATIVE'S TOTAL LIABILITY FOR TORT, CONTRACT AND OTHER DAMAGES WILL NOT EXCEED THE TOTAL AMOUNT OF ALL FEES PAID TO INNOVATIVE BY CLIENT UNDER THIS AGREEMENT IN THE TWELVE-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE UPON WHICH A CLAIM IS FIRST ASSERTED AGAINST INNOVATIVE. INNOVATIVE WILL NOT BE LIABLE FOR ANY CLAIM OR DEMAND AGAINST CLIENT BY ANY THIRD PARTY EXCEPT FOR THE INDEMNIFICATION SET FORTH IN SECTION 7. THESE LIMITATIONS OF LIABILITY WILL APPLY TO ALL CLAIMS AGAINST INNOVATIVE IN THE AGGREGATE (NOT PER INCIDENT) AND TOGETHER WITH THE DISCLAIMER OF WARRANTIES ABOVE WILL SURVIVE FAILURE OF ANY EXCLUSIVE REMEDIES PROVIDED IN THIS AGREEMENT.

7. **Indemnification**.

a. If a third party files a legal action in a court of competent jurisdiction against Client claiming the Application Services, as delivered to Client by Innovative, directly infringes such third party's U.S. copyright or U.S. patent, Innovative will defend Client against such legal action, provided that Client promptly notifies Innovative in writing of the legal action and fully cooperates with Innovative in the defense of such legal action. Innovative will also indemnify Client from all damages and out-of-pocket costs (including reasonable attorneys' fees) finally awarded by a court of competent jurisdiction in connection with any such legal action, or agreed to by Innovative in a settlement. Innovative will control all aspects of the defense and conduct the defense and any settlement negotiations in any such third-party legal action. This indemnification is limited to the Platform in the form delivered to Client and does not cover claims arising from (x) modifications thereto not made by Innovative, or, even if by Innovative, at the request of Client; (y) use of the Platform in combination with other software or items not provided by Innovative, or (z) third party modifications (including addition of source code) to the Platform.

b. As the exclusive remedy of Client under the limited indemnity set forth in Section 7.a, if the use of the Application Services by Client is enjoined, Innovative will, at its sole option: (i) obtain for Client the right to continue to use the Application Services, (ii) modify the Application Services to remove the cause of the legal action, (iii) replace the Application Services at no additional charge to Client with a substantially similar, non-infringing product, which will then be subject to the provisions of this Agreement, or (iv) terminate this Agreement and refund to Client that portion of the Fees allocable to the infringing component of the Application Services, prorated for the period Client's use of the Application Services is enjoined. None of the above warranties or remedies will apply with respect to any element of the Application Services that has been modified by any party other than Innovative, or used in a manner for which the Application Services is not designed or intended. This Section states Innovative's entire liability and Client's exclusive remedies for infringement of intellectual property rights of any kind.

8. **Confidentiality**.

a. Client acknowledges that all documentation, audit reports, technical information, software, Specifications and other information pertaining to the Platform, Application Services, and/or Innovative's business interests or activities, product pricing, financial information, methods of operation or customers that are disclosed by any party to Client in the course of performing this Agreement or any ensuing business arrangement are the confidential and proprietary information of Innovative. Innovative acknowledges that Client Data and other proprietary Client materials are the confidential information of Client. The information and materials described in the preceding sentences is referred to herein as "Confidential Information." Notwithstanding the foregoing, the term "Confidential Information" does not include information pertaining to a party if (i) such information is generally known to the public through no improper action or inaction by the other party, (ii) was, through no improper action or inaction by the other party, in the possession of the other party prior to the Effective Date, or (iii) rightly disclosed to the other party by a third party if such disclosure does not violate the terms of any confidentiality agreement or other restriction by which such third party may be bound.

b. All Confidential Information will be held in confidence and may not be copied, used or disclosed other than as set forth in this Agreement. Each party must take all reasonable efforts to protect the confidentiality of and prevent the unauthorized use of any such Confidential Information by any third party within such party's control. Each party may disclose Confidential Information (i) to the receiving party's employees and contractors required to have access to such Confidential Information for the purposes of performing this Agreement or using the Platform, provided each party hereto notifies its employees and contractors accessing such Confidential Information of the confidentiality obligations in this Section 8; or (ii) if such disclosure is in response to a valid order of any court, statute, or other governmental body ("Order"), in which event, the disclosing party must use reasonable efforts to provide the other party with prior notice of such Order, to the extent legally permitted to do so and in accordance with the Order. Under no circumstances will Confidential Information received from Innovative be disclosed to any competitor of Innovative without Innovative's advance written permission.

c. Recognizing any improper use or disclosure of any Confidential Information by either party may cause the party whose Confidential Information is improperly used or disclosed irreparable damage for which other remedies may be inadequate, a party whose Confidential Information is improperly used or disclosed will have the right to petition for injunctive or other equitable relief from a court of competent jurisdiction as appropriate to prevent any unauthorized use or disclosure of such Confidential Information.

d. If the parties have previously executed a nondisclosure agreement ("NDA"), any Confidential Information exchanged pursuant to such NDA will remain confidential, and will as of the date of the execution of this Agreement be deemed Confidential Information within the meaning of this Agreement and also be governed by the terms hereof.

9. **Term; Termination**.

a. <u>Term</u>. Subject to the early termination provisions set forth below, this Agreement will be effective for an initial term of three (3) years following the Go-Live date (the “Initial Term”). This Agreement will be automatically renewed for additional one (1) year terms (each, a “Renewal Term” and, together with the Initial Term, the “Term”), unless either party gives the other not less than ninety (90) days’ prior written notice of its intent to terminate this Agreement effective as of the end of the then-current Term.

b. <u>Termination for Breach</u>. If either party hereto fails to perform or comply with any material term or condition of this Agreement, specifically including Client’s failure to pay any Fees (such party being the “Breaching Party”), and such failure continues unremedied for 30 (thirty) days after receipt of written notice, the other party may terminate this Agreement. Notwithstanding the foregoing, if the Breaching Party has in good faith commenced to remedy such failure and such remedy cannot reasonably be completed within such 30-day period, then the Breaching Party will have an additional 30 (thirty) days to complete such remedy, after which period the other party may terminate this Agreement if such failure continues unremedied.

c. <u>Termination for Elimination of Budget</u>. Client may terminate this Agreement at any time during the Initial Term effective as of the date of the next annual anniversary of the Effective Date if Client’s budget (funding) is eliminated and Client provides written evidence to Innovative of the elimination of Client’s budget (funding), such evidence to be in the form and substance reasonably requested by Innovative.

d. Except for a termination by Client pursuant to Section 9.b., and unless as otherwise set forth in this Agreement, upon any termination of this Agreement, all prepaid Fees will be nonrefundable and Client will be responsible for all Fees and expenses for the Application Services provided prior to and as of the date of termination. Any termination of this Agreement will not waive or otherwise adversely affect any other rights or remedies the terminating party may have under the terms of this Agreement. Upon termination of this Agreement, the rights and duties of the parties will terminate, other than the obligation of the Client to pay Fees and costs in accordance herewith, and the obligations of the parties pursuant to Section 1.c. (Access to and Use of the Application Services), Section 3 (Ownership), Section 4 (Fees; Expenses; Payment Terms), Section 6 (Limitations on Liability), Section 7 (Indemnification), Section 8 (Confidentiality), Sections 9.d. and 9.e. (Termination), Section 11 (Client Configurations) and Section 12 (General). Within 30 (thirty) days of receipt of a written request following a termination of this Agreement, each party must return or destroy all Confidential Information of the other party, as requested in writing by the other party. Notwithstanding the foregoing, a party will not be obligated to destroy data containing Confidential Information of the other party when it would be commercially impracticable for the receiving party to do so (for example, when Confidential Information is contained in e-mail stored on backup tapes or other archival media), but for so long as such receiving party is in possession of such Confidential Information of the other party, the terms of Section 8 (Confidentiality) hereof will continue to restrict the receiving party’s use or disclosure of such Confidential Information. Neither party will be liable to the other for any termination or expiration of this Agreement in accordance with its terms.

e. Following termination of this Agreement, Innovative has no duty whatsoever to deliver to Client any parts of its programming, data model, or any other information regarding which Innovative claims a proprietary or Intellectual Property Right. To the extent that Innovative is requested to perform any services for Client in connection with the termination of this Agreement (including without limitation providing Client with a copy of Client Data in a commercially-standard format to be agreed upon by the Parties), such service will be performed pursuant to a written statement of work under a separate professional services agreement and paid for by Client, applying Innovative’s then-current rates for daily/hourly work, as the case may be.

10. **Third-Party Software**. The Platform may contain third-party and/or “open source” code provided under third-party license agreements. The terms and conditions of such third-party license agreements will apply to such source code in lieu of these terms, where applicable, and Client is responsible for compliance therewith. A listing of certain third-party and/or open source code contained in the Platform, the respective license terms applicable to

such code, and certain related notices are included in the documentation and/or Specifications made available to Client by Innovative. Except as required for the authorized use of the Platform as contemplated herein, Client may not use any name or trademark of any supplier of third party or open source code without such party's prior written authorization.

11. **Client Configurations**. Client use of APIs ("Client Configuration") is subject to the terms of use available at https://www.iii.com/api-license. Innovative disclaims all representations and warranties, express or implied, regarding Client Configurations and assumes no liability whatsoever with respect to Client Configurations. To the extent permitted by law, Client agrees to indemnify and hold harmless Innovative from all damages and out-of-pocket costs (including reasonable attorney fees) for any third-party action based on a claim that any Client Configuration infringes a copyright or a patent, or constitutes an unlawful disclosure, use or misappropriation of another party's trade secrets.

12. **General**.

a. No Waiver. The failure of either party to enforce any rights granted hereunder or to take action against the other party in the event of any breach hereunder will not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches.

b. Independent Contractor. Client acknowledges that Innovative is at all times an independent contractor and that Client's relationship with Innovative is not one of principal and agent nor employer and employee. No Innovative personnel will be entitled to participate in any compensation or benefits plan of Client.

c. Force Majeure. Neither party will be liable or responsible for any delay or failure in performance if such delay or failure is caused in whole or in part by fire, flood, explosion, power outage, war, strike, embargo, government regulation, civil or military authority, hurricanes, severe wind, rain, other acts of God, acts or omissions of carriers, third-party local exchange and long distance carriers, utilities, Internet service providers, transmitters, vandals, or hackers, or any other similar causes that may be beyond its control (a "Force Majeure Event").

d. Notice. Any notice or communication required to be given by either party must be in writing and made by hand delivery, express delivery service, overnight courier, electronic mail, or fax, to the party receiving such communication. Unless otherwise instructed in writing, such notice will be sent to the parties at the addresses set forth on the first page of the Agreement. All communications pursuant to this Section will be deemed delivered as follows: (a) upon receipt, if delivered personally or by a recognized express delivery or courier service; or (b) when electronically confirmed, if delivered by facsimile.

e. Invalidity. Any provision of this Agreement which is invalid, illegal, or unenforceable in any jurisdiction will, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof in such jurisdiction or rendering that or any other provision of this Agreement invalid, illegal, or unenforceable in any other jurisdiction.

f. Counterparts. This Agreement may be executed by the parties in separate counterparts by original, .pdf (or similar format for scanned copies of documents) or facsimile signature, each of which when so executed and delivered will be deemed an original, but all such counterparts will together constitute but one and the same instrument.

g. Publicity. Except as provided in this Section, neither party will make any press release, public statement or other disclosure regarding the terms of this Agreement without the prior written consent of the other party, which consent will not be unreasonably withheld. Notwithstanding the foregoing, Innovative will have the right to issue public statements pertaining to the existence of the business relationship between Innovative and Client, including the right to limited use of Client's name, logo and other reasonable non-confidential information in press releases, web pages, advertisements, and other marketing materials.

h. Assignment. Neither party has the power to assign, license, or sub-license any of its rights or obligations hereunder without the prior written consent of the other party, which will not be unreasonably withheld. Any assignment, license, or sub-license attempted without such consent will be void. Notwithstanding the foregoing, a party may assign this Agreement without the other party's consent (i) as part of a corporate reorganization, consolidation, merger, or sale of substantially all of its assets or capital stock; or (ii) to an Affiliate of such party provided that any such assignment will not release the assigning party from its obligations under this Agreement.

i. Waiver of Jury Trial; Governing Language. EACH PARTY HEREBY WAIVES ITS RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY DISPUTE OR LEGAL PROCEEDING ARISING OUT OF THIS AGREEMENT OR THE SUBJECT MATTER HEREOF. This Agreement and all proceedings hereunder will be conducted in the

English language; any translation of this Agreement into another language will be for convenience only but will not modify the meaning hereof. Only a written instrument duly executed by both parties may modify this Agreement.

j. Entire Agreement. This Agreement contains the entire understanding of the parties, and supersedes all prior agreements and understandings relating to the subject matter hereof, provided that nothing herein will diminish or affect any separate services agreement or statement(s) of work issued thereunder. The parties represent that they are sophisticated commercial entities, have had the opportunity to consult with their own counsel, and have included in this Agreement all terms material to the parties' rights and obligations with respect to the subject matter hereof and intend this document to be the final expression of their contractual intent. The parties further represent and acknowledge that communications exchanged between the parties during contract negotiation (including, without limitation, requests for proposal ("RFPs") and Innovative's responses to such RFPs; questionnaires and responses to same, quotes) do not constitute a part of this Agreement. Purchase orders, work orders or other such documents submitted by Client will be for Client's internal administrative purposes only and the terms and conditions contained in any such purchase order, work order or other such document will have no force or effect and will not amend or modify this Agreement. In the event of any inconsistencies or conflicts among the GTCs, the SaaS Agreement or any other exhibits or schedules referenced by these GTCs, the following order of priority will control: 1. SaaS Agreement, 2. GTCs and 3. any other terms, agreements, exhibits or schedules included in, or referenced by the Agreement.

Exhibit C

Innovative Interfaces Incorporated

Service Level Agreement

This Service Level Agreement ("SLA") between Client and Innovative for the Platform apply to the SaaS Agreement and, except as otherwise set forth below, is provided at no additional cost to Client. Unless otherwise specified, capitalized terms in this SLA have the same meaning as those in the GTCs. The terms set forth herein supplement, but do not replace or modify, the GTCs.

1. Error Response. Error descriptions (each an "Error"), the Error severity levels and corresponding targeted response time per level are each described in the table below. The Targeted Response Times in the table below identify the response times that Innovative will target for the corresponding Error, however, such Targeted Response Times are not guaranteed.

Severity	**Description**	**Target Response Time**
One - Site Down	A major component of the Platform is in a non-responsive state and severely affects library productivity or operations. A high impact problem that affects the entire library system. Widespread system availability, production system is down	1 hour
Two – Critical	Any component failure or loss of functionality not covered in Severity 1 that is hindering operations, such as, but not limited to: excessively slow response time, functionality degradation; error messages; backup problems; or issues affecting the use of the module or the data	2 hours
Three - High	Lesser issues, questions, or items that minimally impact the work flow or require a work around	2 business days; excludes holidays and weekends
Four – Routine	Issues, questions, or items that don't impact the work flow. Issues that can easily be scheduled such as an upgrade or patch	4 business days; excludes holidays and weekends

2. Error Reporting and Diagnosis.

a. Client must designate a representative as the contact that will report Errors to Innovative and be Innovative's primary contact for the implementation of this SLA (such representative is referred to herein as the "Client Contact"). When a Client Contact reports an Error, Innovative will use commercially reasonable efforts to diagnose the root cause of the Error ("Diagnosis"). Upon completing the Diagnosis, each Error will be classified as either a "Warranty Error" or a "Non-Warranty Error" pursuant to Section 3.b. below. Innovative will use commercially reasonable efforts to diagnose and repair both Warranty and Non-Warranty Errors as described below.

b. "Warranty Errors" are all Errors that do not qualify as Non-Warranty Errors. "Non-Warranty Errors" are Errors resulting from any of the following causes: (i) misuse, improper use, alteration or damage of the Platform; (ii) operator error; (iii) incorrect data entry by Client; (iv) third-party software not part of the Platform; (v) errors and/or limitations attributable to Client environment; (vi) Client's failure to incorporate any New Release previously provided to it by Innovative which corrects such Error; (vii) modification of the Platform performed by Client; and (viii) technical consulting services provided by Innovative at Client's request (e.g., change orders, integration development, or configuration design and implementation), unless Client notifies Innovative of such technical consulting services problem within the applicable warranty period set forth in the governing statement of work, change order or agreement. Client acknowledges that the Platform is intended for use only with the software and hardware described in the Specifications provided by Innovative from time to time, and Client will be solely responsible for its adherence thereto.

3. **Complimentary and Chargeable Support**. Innovative will respond to all reported Errors pursuant to Section 2 above and will use commercially reasonable efforts to resolve Warranty Errors at no additional charge if Client is current on its payments; however, Innovative may charge Client for such effort with respect to Non-Warranty Errors according to the following process: (i) When the Client Contact reports any Error, prior to commencing the Diagnosis for the Error, Innovative will notify the Client Contact that the Diagnosis and repair effort will be at no charge to Client unless the reported Error is determined to be a Non-Warranty Error, in which case only the first two hours of Diagnosis will be at no charge; and (ii) Innovative will then commence the Diagnosis unless instructed otherwise by the Client Contact. If more than two hours are required for the Diagnosis of Non-Warranty Errors, then such additional Diagnosis hours will be charged to Client at Innovative's then-current rate for technical services. Once the Diagnosis is complete, the Client Contact will be given the option of having Innovative proceed with repairing the Non-Warranty Error, and, if so requested, Innovative will provide an estimate of the total cost for such effort. If agreed to by the Client Contact, Innovative will undertake to repair the Non-Warranty Error and charge Client for the associated technical services performed.

4. **Ticket Management and Escalation**. Innovative manages all reported issues using a ticket management system, and provides an Internet portal for Clients to report issues. Clients may review the status of issues reported online. When an Error is either unresolved or not resolved in a timely fashion, the Client should contact Innovative representatives pursuant to Innovative's escalation policy made available on Innovative's Internet portal.

5. **Hosting Services**. Innovative provides industry-leading security and monitoring at a SOC 1/SOC 2 Type 2/ISO 27001-audited datacenter by a top-tier cloud hosting provider (the "Hosting Provider"), with the flexibility to meet clients' data storage, data recovery, and information security policy requirements. To meet clients' global hosting needs, Innovative offers hosting options in datacenters located in the United States, Canada, United Kingdom, Ireland, Australia and the Asia-Pacific region, however, Innovative reserves the right to increase, decrease and/or relocate its datacenters at any time.

Feature	Standard
24x7 infrastructure monitoring	✓
Dedicated production environment	✓
99.9% guaranteed infrastructure uptime**	✓
Dedicated public IP address and custom URL	✓
Operating system installation and management	✓
Library software installation and upgrades	✓
Data backups	Daily
Archive data backup retention	30 days

6. ****The 99.9% guaranteed infrastructure uptime is subject to the following:**

a. <u>Hours of Operation/Exclusive Remedy for Service Unavailability</u>. Innovative offers a monthly infrastructure uptime target of 99.9% of Scheduled Up-Time to Client. Scheduled Up-Time means all of the time in a month that is not Scheduled Downtime or Third Party Unavailability. In the event that Innovative fails to provide Client with 99.9% infrastructure uptime for three consecutive months, Client will be entitled to receive a credit equal to the prorated amount of the Fees for the period in which Innovative failed to provide such infrastructure uptime during such months upon receipt of written notice from Client. The remedies set forth in this Paragraph (i) are the exclusive remedies of the Client for Innovative's failure to provide Client with 99.9% infrastructure uptime.

b. Scheduled Downtime. Scheduled Downtime means the period of time which Innovative or the Hosting Provider, conduct periodic scheduled system maintenance and release updates for which Innovative will provide the Client with advance notice. Innovative will make commercially reasonable efforts to provide Client notice of scheduled system maintenance 48 hours in advance.

Exhibit D

Innovative Interfaces Incorporated

Information Security Terms and Conditions

Unless otherwise specified, capitalized terms in these Information Security Terms and Conditions have the same meaning as those in the GTCs. The terms set forth herein supplement, but do not replace or modify, the GTCs.

1. Use of Client Data. Except as set forth herein or otherwise agreed to by the Parties or authorized by Client, Innovative will not use Client Data for any purpose other than the fulfillment of its obligations under the Agreement.

2. Security Controls.

a. Generally. Subject to the terms of the Agreement, Innovative implements industry-recognized security best practices to prevent the unintended or malicious loss, destruction or alteration of Client's data resident in the Platform.

b. Network Systems Audit Logging. All network logon activity and password changes are logged, monitored, controlled and audited. All intrusion detection and firewall log monitoring is done through services provided by the Hosting Provider. The pertinent log files and configuration files related to customer's hosted solution are retained for seven days and can be made available upon request for audit and problem resolution, as may be required.

c. Encryption. Encryption for data-in-transit is provided as a part of the Standard Plan.

d. Network Monitoring. All network systems and servers are monitored 24/7/365. Innovative will monitor its systems for security breaches, violations and suspicious activity. This includes suspicious external activity (including, without limitation, unauthorized probes, scans or intrusion attempts) and suspicious internal activity (including, without limitation, unauthorized system administrator access, unauthorized changes to its system or network, system or network misuse or program information theft or mishandling). Innovative will notify Client as soon as reasonably possible of any known security breaches or suspicious activities involving Client's production data or environment, including, without limitation, unauthorized access and service attacks, e.g., denial of service attacks.

e. Physical Security. The physical infrastructure used to support the Platform and Application Services for Client (and other professional services purchased by Client from Innovative, as applicable), including the servers, storage, switches, and firewalls, are provided by the Hosting Provider. Hosting Provider limits access to only authorized personnel, and badge and/or biometric scanning controls access. Security cameras placed in the hosting facilities provide video surveillance.

f. Audit and Security Testing. Hosting Providers perform regular security audits and testing. Per Hosting Provider policy, Client may not perform their own audits of Hosting Providers.

g. Security Assessments. Client may perform vendor due diligence reviews of Innovative's security best practices. Innovative undergoes annual audits by independent firms and will share its security certifications, and audit reports under Non-Disclosure, as requested by Client.

h. Information Security Auditing/Compliance. Innovative's hosting providers undergo SOC 1/SOC 2 Type 2/ISO 27001 audits each year by independent third-party audit firms. Innovative also holds the internationally-recognized ISO 27001:2013 standard for its information security management system supporting the hosting solutions. Innovative partners with Hosting Providers who are designed to satisfy requirements of most security sensitive customers with constant monitoring, high automation, high availability, and highly accredited to global security standards, including: PCI DSS Level 1, ISO 27001, FISMA Moderate, FedRAMP, HIPAA, and SOC 1 (formerly referred to as SAS 70 and/or SSAE 16) and SOC 2.

i. Acknowledgement of Shared Responsibilities. The security of data and information that is accessed, stored, shared, or otherwise processed via a multi-tenant cloud service are shared responsibilities between a cloud service provider and its customers. As such, the Parties acknowledge that: (a) Innovative is responsible for the build and implementation of the hosted Platform and Application Services, for monitoring performance and access, for configuring security access controls and change management, and for supplying updates to correct errors in support of this Agreement; and (b) Client is responsible for properly implementing access and use controls and configuring certain features and functionalities of the Platform and Application Services that Client may elect to use in the manner that Client deems adequate to maintain appropriate security, protection, deletion, and backup of Client Data.

j.

Intentionally Blank

INNOVATIVE INTERFACES INCORPORATED
MASTER PROFESSIONAL SERVICES AGREEMENT

This Master Professional Services Agreement ("Services Agreement") is entered into by and between Innovative Interfaces Incorporated., a California corporation ("Innovative"), and the party identified as Client below ("Client"), as of the "Effective Date" also set forth below.

Client	
Address	
Client Technical Contact	Name: Phone:
Effective Date	
License Agreement Date	

1. **Definitions**.

a. "GTCs" means the General Terms and Conditions in Exhibit A.

b. "SOW" means one or more Statements of Work attached as an exhibit hereto and executed by the parties hereto from time to time on or after the Effective Date.

2. **General**. Innovative and Client agree that this Services Agreement is a binding agreement between the parties and is governed by the GTCs, which are made a part hereof. This Services Agreement, the GTCs and all other exhibits, schedules and terms and conditions referenced by or in this Services Agreement or the GTCs together constitute the "Agreement." Client acknowledges and agrees that it has had the opportunity to review the Agreement, including without limitation, the GTCs, prior to the execution of this Agreement. Innovative recommends that Client print a copy of each component of this Agreement for Client's records. Unless otherwise specified, capitalized terms in this Services Agreement have the same meaning as those in the GTCs. This Agreement is governed by and interpreted in accordance with the internal substantive laws of New York, without regard to any other laws that would require the application of the laws of another jurisdiction. Application of the U.N. Convention on Contracts for the International Sale of Goods is hereby excluded.

EXHIBITS TO SERVICES AGREEMENT

A	General Terms and Conditions
B	Statement(s) of Work
C	Pricing Exhibit

[Signature page follows]

In witness whereof, the parties have executed this Agreement by their duly authorized representatives as of the Effective Date.

Innovative	**Client**
Innovative Interfaces Incorporated By:	 By:
Name:	Name:
Title:	Title:
Date:	Date:

Exhibit A
General Terms and Conditions

The parties agree that their contractual relationship with respect to the Services will be governed by the terms and conditions of (1) this Master Professional Services Agreement General Terms and Conditions (“GTCs”), (2) the applicable Innovative Interfaces Incorporated Master Professional Services Agreement(s) (each, a “Services Agreement”), and (3) all other applicable exhibits, schedules and terms and conditions referenced by or in the GTCs and Services Agreement(s). Each Services Agreement, together with the terms and conditions of these GTCs and all applicable exhibits or schedules incorporated by reference or referenced therein will constitute and be construed as a separate agreement. Unless otherwise specified, capitalized terms in these GTCs have the same meaning as those in the Services Agreement.

1. **Scope and Performance of Services**.

a. Each SOW will detail (i) the requirements for implementation of the Software (as defined below) or such other professional consulting services as the parties may mutually agree (the “Services”), and (ii) any tangible work product or other deliverables to be provided to Client by Innovative in conjunction with the Services (“Work Product”), each of which is subject to the terms and conditions set forth in this Agreement. Any such SOW, when executed by the parties, will be deemed incorporated into this Agreement and made a part hereof for all purposes. Innovative will provide the Services on the terms contained in this Agreement. The term “Software” has the meaning assigned in that separate License Agreement between the parties dated as of the License Agreement Date identified in the Services Agreement.

b. Client will be deemed to have accepted the Services as billed on a time and material basis unless otherwise specified in the applicable SOW.

c. Innovative is permitted to, at its sole cost and expense, subcontract the performance of some or all of the Services provided that (i) Innovative’s subcontractor agrees in writing to abide by the terms of this Agreement, and (ii) Innovative remains fully responsible for the performance of such subcontractor in accordance with the terms hereof. In performing any Services at Client’s site, Innovative’s and its subcontractors’ personnel (collectively, the “Consulting Personnel”) must adhere to all reasonable personal conduct and security policies of Client provided in writing to Innovative in advance. Unless otherwise agreed to by both parties, the Consulting Personnel will observe the working hours and holiday schedules of Client while working on Client's premises.

d. Although Innovative will perform much of the Services at its offices with its equipment, in order to facilitate the performance of the Services, Client will make available in a timely manner, at no charge to Innovative, all facilities, programs, files, equipment, documentation, test data, sample output, or other information and resources reasonably required by Innovative for the performance of the Services (“Client Resources”). Innovative and its subcontractors are hereby granted a nonexclusive, non-transferrable, non-sub-licensable, fully paid-up license to use the Client Resources during the term of this Agreement for the sole purpose of performing the Services. Innovative will not be liable for any damages related to delays caused by Client’s failure to fulfill the foregoing obligations.

2. **Change Orders**. The parties may make changes to the Services specified in an SOW by executing a mutually agreeable “Change Order” that sets forth (i) a description of the change(s), and (ii) the price and payment terms (if any) for the change(s). Once so approved, the Change Order will constitute a formal amendment to the applicable SOW, and will be deemed incorporated into this Agreement and made a part hereof for all purposes.

3. **Proprietary Rights and Ownership**.

a. All Intellectual Property Rights (as defined below) in the Services and Work Product provided or made available to Client by Innovative hereunder (including all improvements, enhancements, modifications or updates) (“Innovative Products”) will remain the exclusive, sole and absolute property of Innovative or the third parties from whom Innovative has obtained the right to use the Innovative Products. Intellectual property created by Innovative pursuant to this Agreement, or any other party at the request or direction of Innovative, will be owned by Innovative. “Intellectual Property Rights” means any and all intellectual property rights existing from time to time under any law or regulation, including without limitation, patent law, copyright law, semiconductor chip protection law, moral rights law, trade secret law, trademark law, unfair competition law, publicity rights law, or privacy rights law, and any and all other proprietary rights, and any and all applications, renewals, extensions and restorations of any of the foregoing, now or hereafter in force and effect worldwide. During the term of this Agreement, subject to the terms and conditions set forth herein, Client will have a personal, non-transferable, non-exclusive, right and license to use the Work Product solely for the Software and internal business purposes of Client. Client will at all times retain all intellectual property rights in all Client Data (as defined in the License Agreement) and any proprietary information and materials provided by Client in connection with the Services provided hereunder.

b. For purposes of this Agreement, as between Innovative and Client, any intellectual property in the Innovative Products to the extent owned by any third party will be and remain the exclusive property of such third party.

c. Client acknowledges that Innovative is engaged in the process of continuously improving its products which provide software solutions to manage libraries for a wide variety of clients and that Innovative will continue these activities. Nothing in this Agreement will be deemed to preclude or limit Innovative from using intellectual property developed in the provision of the Services hereunder and/or developing any products, end-user services, or other deliverable materials for itself or other clients, so long as such services and/or products do not incorporate Client's Confidential Information or Client Data.

d. If, in the course of receiving the Services, Client Data is provided by Client or its vendors to Innovative, such Client Data will be managed in accordance with the License Agreement.

4. **Fees; Expenses; Payment Terms**.

a. In consideration for the Services, Client agrees to pay the fees set forth in each applicable SOW or Pricing Exhibit (the "Fees"). Additionally, Client will be responsible for all reasonable out-of-pocket costs and expenses (e.g. travel, copying and courier services) incurred by Innovative in its performance of this Agreement.

b. All Fees and expenses will be billed up to twice monthly in arrears or as may otherwise be specified in the applicable SOW or Pricing Exhibit. All Fees, expenses and any other amounts owing under this Agreement are due and payable on the terms set forth in the Pricing Exhibit. All amounts stated herein and all Fees determined hereunder are in U.S. dollars.

c. All Fees are exclusive of all taxes and similar fees now in force or enacted in the future or imposed on the delivery of the Services, all of which Client will be responsible for and will pay in full, other than taxes based on Innovative's net income. Client will provide Innovative its state-issued Direct Pay Exemption Certificate (or equivalent certificate), if applicable, upon execution of this Agreement. In the event an applicable taxing authority, as a result of an audit or otherwise, assesses additional taxes for goods or services sold under this Agreement at any time, Client and not Innovative, will be solely responsible for payment of such additional taxes and all costs associated with such assessment, including without limitation, interest, penalties and attorney's fees. Additionally, should Client be required under any applicable law or regulation, domestic or foreign, to withhold or deduct any portion of the payments due to Innovative hereunder, then the sum due to Innovative will be increased by the amount necessary to yield to Innovative an amount equal to the sum Innovative would have received had no withholdings or deductions been made.

d. Any invoices not paid when due will accrue interest at a rate of 1% per month or the maximum rate permitted by law, whichever is greater.

5. **Limited Warranty**.

a. Innovative warrants, solely for the benefit of Client, that all Services rendered pursuant to this Agreement will be performed in professional manner consistent with industry practices. Innovative agrees to re-perform any Services not in compliance with this warranty brought to its attention within thirty (30) days after those Services are performed.

b. Innovative warrants, solely for the benefit of Client that for a period of 30 (thirty) days after delivery, the Work Product delivered will perform in accordance with the specifications contained in the applicable SOW. Innovative agrees to correct any such Work Product not in compliance with this warranty brought to its attention within the foregoing warranty period.

c. The exclusive remedy of Client under the limited warranties set forth in Sections 5(a) and 5(b) are set forth in Sections 5(a) and 5(b), respectively.

d. EXCEPT FOR (i) THE WARRANTIES EXPRESSLY STATED ABOVE IN THIS SECTION AND (ii) ANY WARRANTY, REPRESENTATION OR CONDITION TO THE EXTENT THE SAME CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW, INNOVATIVE AND ITS AFFILIATES, AGENTS, SUBCONTRACTORS AND SUPPLIERS MAKE NO REPRESENTATIONS OR WARRANTIES, AND EXPRESSLY DISCLAIM AND EXCLUDE ANY AND ALL WARRANTIES, REPRESENTATIONS AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, WHETHER ARISING BY OR UNDER STATUTE, COMMON LAW, CUSTOM, USAGE, COURSE OF PERFORMANCE OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, INNOVATIVE AND ITS AFFILIATES, AGENTS, SUBCONTRACTORS AND SUPPLIERS DO NOT WARRANT, AND EXPRESSLY DISCLAIM ANY REPRESENTATION OR WARRANTY, THAT THE SOFTWARE OR OTHER DELIVERABLES PROVIDED BY OR ON BEHALF OF INNOVATIVE WILL SATISFY CLIENT'S REQUIREMENTS OR THAT THEIR USE OR OPERATION WILL BE ERROR OR DEFECT-FREE OR UNINTERRUPTED OR AVAILABLE ON THE INTERNET, OR THAT ALL PRODUCT DEFECTS WILL BE CORRECTED. EXCEPT FOR THE EXPRESS WARRANTIES IN SECTIONS 5(a) AND 5(b), THE SERVICES AND WORK PRODUCT ARE PROVIDED "AS IS," WITH ALL FAULTS AND WITHOUT ANY GUARANTEES REGARDING QUALITY, PERFORMANCE, SUITABILITY, TIMELINESS, SECURITY, DURABILITY, INTEGRABILITY OR ACCURACY, AND CLIENT ACCEPTS THE ENTIRE RISK OF AND RESPONSIBILITY FOR SELECTION, USE, QUALITY, PERFORMANCE, SUITABILITY AND RESULTS OF USE THEREOF.

6. **LIMITATIONS ON LIABILITY**. IN NO EVENT WILL INNOVATIVE BE LIABLE FOR LOST PROFITS OR OTHER INCIDENTAL OR CONSEQUENTIAL, INDIRECT, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES UNDER ANY CIRCUMSTANCES WHATSOEVER, EVEN IF INNOVATIVE HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF THEY WERE OTHERWISE FORESEEABLE. INNOVATIVE'S TOTAL LIABILITY FOR TORT, CONTRACT AND OTHER DAMAGES WILL NOT EXCEED THE TOTAL AMOUNT OF ALL FEES PAID TO INNOVATIVE BY CLIENT UNDER THE APPLICABLE SOW UPON WHICH A CLAIM IS FIRST ASSERTED AGAINST INNOVATIVE, LESS AGGREGATE DAMAGES PREVIOUSLY PAID BY INNOVATIVE UNDER THIS AGREEMENT. INNOVATIVE WILL NOT BE LIABLE FOR ANY CLAIM OR DEMAND AGAINST CLIENT BY ANY THIRD PARTY EXCEPT FOR THE INDEMNIFICATION SET FORTH IN SECTION 7. THESE LIMITATIONS OF LIABILITY WILL APPLY TO ALL CLAIMS AGAINST INNOVATIVE IN THE AGGREGATE (NOT PER INCIDENT) AND TOGETHER WITH THE DISCLAIMER OF WARRANTIES ABOVE WILL SURVIVE FAILURE OF ANY EXCLUSIVE REMEDIES PROVIDED IN THIS AGREEMENT.

7. **Indemnification**. Innovative will defend Client in any legal action filed by a third party against Client claiming the Services or Work Product as delivered to Client by Innovative pursuant to Section 1 infringes a U.S. copyright or U.S. patent; provided in each case that Client promptly notifies Innovative in writing of such claim and fully cooperates with Innovative in the defense of such claim. Innovative will also indemnify and hold Client harmless from any and all damages and costs (including reasonable attorney's fees) finally awarded by a court of competent jurisdiction in connection with any such claim, or agreed by Innovative in a settlement of such claim. Innovative will conduct the defense and any settlement negotiations in any such third-party action arising as described herein. This indemnification is limited to the Services and Work Product in the form delivered to Client and does not cover claims arising from (x) modifications thereto not made by Innovative, or, even if by Innovative, at the request of Client; (y) use of the Services and Work Product in combination with other software or items not provided by Innovative; or (z) third-party source code included in the Services and Work Product. If the use of the Services or Work Product by Client is enjoined, Innovative will, at its sole option: (i) obtain for Client the right to continue to use the Services or Work Product, (ii) modify the Services and Work Product to remove the cause of the claim, action or suit, (iii) replace the Services and Work Product at no additional charge to Client with an equally suitable, non-infringing service or work product, which will then be subject to the provisions of this Agreement, or (iv) terminate this Agreement and refund to Client that portion of the Fees allocable to the infringing component of the Services and Work Product, prorated for the period Client's use of the Services and Work Product is enjoined. None of the above warranties or remedies will apply with respect to any element of the Services and Work Product that has been modified by any party other than Innovative, or used in a manner for which the Services and Work Product are not designed or intended. This section states Innovative's entire liability and Client's exclusive remedies for infringement of intellectual property rights of any kind.

8. **Confidentiality**.

a. Innovative acknowledges that any Client Resources or information, data, or documents disclosed by Client to Innovative in its performance hereunder are confidential and proprietary information of Client. Client acknowledges that all documentation, technical information, Software and other information pertaining to the Services, and/or Innovative's business interests or activities, methods of operation or customers that are disclosed by any party to Client in the course of performing this Agreement are the confidential and proprietary information of Innovative. The information and materials described in the two preceding sentences are referred to herein as "Confidential Information." Notwithstanding the foregoing, the term "Confidential Information" does not include information pertaining to a party if such information (i) is generally known to the public through no improper action or inaction by the other party, (ii) was, through no improper action or inaction by the other party, in the possession of the other party prior to the Effective Date, or (iii) was rightly disclosed to the other party by a third party if such disclosure does not violate the terms of any confidentiality agreement or other restriction by which such third party may be bound.

b. All Confidential Information will be held in confidence and will not be copied, used or disclosed other than as set forth in this Agreement. Each party will take all reasonable efforts to protect the confidentiality of and prevent the unauthorized use of any such Confidential Information by any third party within such party's control. Each party may disclose Confidential Information (i) to the receiving party's employees and contractors required to have access to said Confidential Information for the purposes of performing this Agreement or using the Work Product, provided that such parties have entered into a non-disclosure agreement offering similar protection as is provided under this Agreement; or (ii) if such disclosure is in response to a valid order of any court or other governmental body, in which event, the disclosing party will use reasonable efforts to provide the other party with prior notice of such required disclosure.

c. Recognizing that any improper use or disclosure of any Confidential Information by either party may cause the party whose Confidential Information is improperly used or disclosed irreparable damage for which other remedies may be inadequate, a party whose Confidential Information is improperly used or disclosed will have the right to petition for injunctive or other equitable relief from a court of competent jurisdiction as appropriate to prevent any unauthorized use or disclosure of such Confidential Information.

9. **Term; Termination**.

a. This Agreement will be effective as of the Effective Date and will remain in effect until terminated as permitted under this section. Client may terminate this Agreement or an SOW at any time without cause upon 30 (thirty) days prior notice. Client may terminate this Agreement at any time if Client's budget (funding) is eliminated and Client provides written evidence to Innovative of the elimination of Client's budget (funding), such evidence to be in the form and substance reasonably requested by Innovative. Innovative may terminate this Agreement or an SOW for cause (i) if Client breaches any material term or condition of this Agreement or an SOW and such breach continues unremedied for 30 (thirty) days after delivery of written notice of such breach to Client, or (ii) if Client is declared bankrupt, admits its inability to satisfy its debts, or enters into any negotiation with its creditors for the settlement of its debts. Any notice of termination expressly purporting to terminate this Agreement in its entirety will also effectively terminate any and all SOWs then outstanding. Contrarily, any notice of termination purporting only to terminate one or more SOWs (but not purporting to terminate this Agreement or otherwise remaining silent as to the termination of this Agreement) will effectively terminate only such identified SOW(s), in which event this Agreement and all other outstanding SOWs will survive.

b. Upon any termination of this Agreement, all paid Fees will be nonrefundable and Client will be responsible for all Fees and expenses for all Work Product provided or Services performed up to, and including, the date of termination. Otherwise, the rights and duties of the parties will terminate other than the obligation of the Client to pay Fees and expenses in accordance herewith, and the obligations of the parties pursuant to Section 3 (Ownership), Section 6 (Limitations on Liability), Section 7 (Indemnification), Section 8 (Confidentiality), and the governing law and venue provisions of this Agreement. Any termination of this Agreement will not waive or otherwise adversely affect any other rights or remedies the terminating party may have under the terms of this Agreement. Within 30 (thirty) days of a termination of this Agreement, each party must return or destroy all Confidential Information of the other party, as requested by the other party.

10. **Consulting Personnel**. Innovative agrees to keep accurate and complete records of tasks and hours of the Consulting Personnel in performing the Services. Innovative will be solely responsible for, at its own cost, verifying the employment history, educational and professional credentials and licenses, and criminal history of each of the Consulting Personnel. In providing the Services, Innovative will not knowingly utilize Consulting Personnel who have been convicted of fraud, theft, larceny, embezzlement or any other felony or other crime of moral turpitude. Innovative is solely responsible to ensure that all Consulting Personnel are in compliance with the Immigration Reform and Control Act of 1986 ("IRCA"). Specifically, Innovative will comply fully with the record keeping and other requirements of IRCA, including without limitation all I-9 requirements. Client is not responsible for sponsorship of any workers who perform Services for it at the request of Innovative. For Innovative employees working in the United States pursuant to this Agreement, Innovative will provide to Client only workers for whom Innovative has confirmed legal liability to perform services as employees in the United States, and for whom all required record keeping under IRCA has been performed and maintained. No Consulting Personnel will be entitled to participate in any compensation or benefits plan of Client. Innovative will be solely responsible for the payment of wages and any employee benefits to or on behalf of the Consulting Personnel for work performed under this Agreement and for withholding of any and all federal, state and local income taxes, paying social security taxes, unemployment insurance in an amount and under such terms as required by federal, state, or local law.

11. **Back-Up Activities**. Client has the sole responsibility for the maintenance and protection of all data provided by Client to Innovative for performance of the Services, including, without limitation, the making, storing and security of back-up and archive copies of such data (collectively "Back-Up Activities"), and Client acknowledges Innovative will not perform any Back-Up Activities for or on behalf of Client.

12. **General**.

a. No Waiver. The failure of either party to enforce any rights granted hereunder or to take action against the other party in the event of any breach hereunder will not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches.

b. Independent Contractor. Client acknowledges that Innovative is at all times an independent contractor and that Client's relationship with Innovative is not one of principal and agent nor employer and employee. No Consulting Personnel will be entitled to participate in any compensation or benefits plan of Client.

c. Force Majeure. Neither party will be liable or responsible for any delay or failure in performance if such delay or failure is caused in whole or in part by fire, flood, explosion, power outage, war, strike, embargo, government regulation, civil or military authority, hurricanes, severe wind, rain, other acts of God, acts or omissions of carriers, third party local exchange and long distance carriers, utilities, Internet service providers, transmitters, vandals, or hackers, or any other similar causes that may be beyond its control.

d. Notice. Any notice or communication required to be given by either party must be in writing and made by hand delivery, express delivery service, overnight courier, electronic mail, or fax, to the party receiving such communication. Unless otherwise instructed in writing, such notice will be sent to the parties at the addresses set forth on the first page of the Service Agreement. Notice will be deemed given on the date of receipt or first refusal by the recipient. All communications pursuant to this Section will be deemed delivered as follows: (a) upon receipt, if delivered personally or by a recognized express delivery or courier service; or (b) when electronically confirmed, if delivered by facsimile.

e. Invalidity. Any provision of this Agreement which is invalid, illegal, or unenforceable in any jurisdiction will, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof in such jurisdiction or rendering that or any other provision of this Agreement invalid, illegal, or unenforceable in any other jurisdiction.

f. Counterparts. This Agreement may be executed by the parties in separate counterparts by original, .pdf (or similar format for scanned copies of documents) or facsimile signature, each of which when so executed and delivered will be an original, but all such counterparts together constitute but one and the same instrument.

g. Publicity. Except as provided in this Section, neither party will make any press release, public statement or other disclosure regarding the terms of this Agreement without the prior written consent of the other party, which consent will not be unreasonably withheld. Notwithstanding the foregoing, Innovative will have the right to issue public statements pertaining to the existence of the business relationship between Innovative and Client, including the right to limited use of Client's name, logo and other reasonable non-confidential information in press releases, web pages, advertisements, and other marketing materials.

h. Assignment. Neither party has the power to assign, license, or sub-license any of its rights or obligations hereunder without the prior written consent of the other party, which will not be unreasonably withheld. Any assignment, license, or sub-license attempted without such consent will be void. Notwithstanding the foregoing, a party may assign this Agreement without the other party's consent (i) as part of a corporate reorganization, consolidation, merger, or sale of substantially all of its assets or capital stock; or (ii) to an affiliate of such party provided that any such assignment will not release the assigning party from its obligations under this Agreement.

i. Waiver of Jury Trial; Governing Language. EACH PARTY HEREBY WAIVES ITS RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY DISPUTE OR LEGAL PROCEEDING ARISING OUT OF THIS AGREEMENT OR THE SUBJECT MATTER HEREOF. This Agreement and all proceedings hereunder will be conducted in the English language; any translation of this Agreement into another language will be for convenience only but will not modify the meaning hereof. Only a written instrument duly executed by both parties may modify this Agreement.

j. Entire Agreement. This Agreement contains the entire understanding of the parties, and supersedes all prior agreements and understandings relating to the subject matter hereof, provided that nothing herein will diminish or affect any separate confidentiality agreement, license agreement or other document issued thereunder. The parties represent that they are sophisticated commercial entities, have had the opportunity to consult with their own counsel, and have included in this Agreement all terms material to the parties' rights and obligations with respect to the subject matter hereof and intend this document to be the final expression of their contractual intent. The parties further represent and acknowledge that communications exchanged between the parties during contract negotiation (including without limitation requests for proposals ("RFPs") and responses to such RFPs, questionnaires and responses to same) do not constitute a part of this Agreement. Purchase orders, work orders or other documents submitted by Client will be for Client's internal administrative purposes only and the terms and conditions contained in any such purchase order, work order or other document will have no force or effect and will not amend or modify this Agreement. In the event of any inconsistencies or conflicts among the GTCs, a Services Agreement or any other exhibits or schedules referenced by these GTCs, the following order of priority will control: 1. Service Agreement, 2. GTCs and 3. Any other terms, agreements, exhibits or schedules included in, or referenced by the Agreement.

Exhibit B

Statement of Work

[Statement of Work follows]

Exhibit C

Pricing Exhibit

Additional Terms:

1. **Fees**. All Fees, expenses and other amounts owed to Innovative must be paid to Innovative within 30 days following receipt of the invoice.

[Approved Quote follows]

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

1/1/2021

DATE (MM/DD/YYYY) 1/24/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED 1360571 INNOVATIVE INTERFACES, INC. 1900 POWELL STREET, SUITE 400 EMERYVILLE CA 94608	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Zurich American Insurance Company	16535
INSURER B : Indian Harbor Insurance Company	36940
INSURER C : Fireman's Fund Insurance Company	21873
INSURER D : American Guarantee and Liab. Ins. Co.	26247
INSURER E :	
INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 16727620 **REVISION NUMBER:** XXXXXXX

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
D	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT X LOC OTHER:	N	N	GLA5946351-11	1/1/2020	1/1/2021	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	N	N	GLA5946351-11	1/1/2020	1/1/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$ XXXXXXX
							BODILY INJURY (Per accident)	$ XXXXXXX
							PROPERTY DAMAGE (Per accident)	$ XXXXXXX
								$ XXXXXXX
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $	N	N	USL00422520U	1/1/2020	1/1/2021	EACH OCCURRENCE	$ 25,000,000
							AGGREGATE	$ 25,000,000
								$ XXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	WC5946352-11	1/1/2020	1/1/2021	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
B	TECHNOLOGY / PROFESSIONAL / CYBER LIABILITY	N	N	MTP0039871-07	1/1/2020	1/1/2021	$5,000,000 EACH CLAIM $5,000,000 AGGREGATE	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION
16727620 FOR INFORMATION PURPOSES ONLY	**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.** AUTHORIZED REPRESENTATIVE Joseph M Agnello

Intentionally Blank

MUTUAL CONFIDENTIALITY AGREEMENT

This Mutual Confidentiality Agreement (this "Agreement"), dated as of November 23, 2020 (the "Effective Date"), is entered into by and between Innovative Interfaces Incorporated, a California corporation having an address at 1900 Powell St Suite 400, Emeryville, CA 94608 ("Innovative"), and City of Menlo Park, a municipality having an address at 701 Laurel St., Menlo Park, CA 94025 (the "Counterparty"). Innovative and Counterparty are sometimes referred to herein individually as a "Party" and, collectively, as the "Parties."

WHEREAS, in connection with a possible business relationship between the Parties, and the performance by the Parties of their respective obligations under any ensuing business arrangement or agreement that is actually entered into by the Parties, the Parties may from time to time disclose to each other certain Confidential Information (as defined below); and

WHEREAS, each Party wishes the other Party to maintain its Confidential Information in confidence and to use it only for the specified purposes set forth herein.

NOW, THEREFORE, in consideration of the premises set forth above, the Parties agree as follows:

1. Confidentiality; Permitted Purpose. Each Party acknowledges and agrees that:

(a) Confidential Information (as defined below) disclosed by one Party (the "Disclosing Party") to the other Party (the "Receiving Party") is being disclosed solely to permit the Receiving Party to (i) evaluate a proposed business relationship between the Parties, and (ii) conduct and perform the Receiving Party's obligations in connection with any ensuing business arrangement or agreement that is actually entered into by the Parties (the "Permitted Purpose"), and shall be used by the Receiving Party solely for the Permitted Purpose;

(b) The Receiving Party shall maintain in strict confidence the Confidential Information of the Disclosing Party and shall not use or disclose any Confidential Information except as expressly permitted hereunder. Receiving Party may disclose or permit the disclosure thereof to its respective directors, managers, officers, employees, representatives, consultants, and advisors ("Representatives"), only if such Representatives (i) are obligated to maintain the confidential nature of such Confidential Information at least to the same extent as the Receiving Party is obligated under this Agreement (but in no event less than a commercially reasonable obligation) and (ii) need to know such Confidential Information to accomplish the Permitted Purpose, and may allow such Representatives to reproduce the Confidential Information of the Disclosing Party only to the extent necessary to effect the Permitted Purpose, with all such reproductions being considered Confidential Information. The Receiving Party shall be responsible and liable to the Disclosing Party hereunder for any disclosure of Confidential Information made by the Receiving Party's Representatives, to the same extent as the Receiving Party would be liable had it made such disclosure itself;

(c) As used in this Agreement, the term "Confidential Information" means any information regarding the Disclosing Company, its business or assets, which is disclosed by the Disclosing Party to the Receiving Party, regardless of whether such information is specifically designated as confidential and regardless of whether such information is in written, oral, electronic, or other form, and shall include, without limitation, business or financial information, information packages, memoranda, transmittal letters, business plans, projections, product and marketing plans and information, reports, personnel data, research and development activities, technologies, processes, methods, raw data, process designs, drawings, engineering information, technical data or specifications, testing methods, trade secrets, know-how, inventions, software code, unpublished patent applications, and customer and supplier information;

(d) The obligations of the Receiving Party under this Agreement shall not apply to the extent that the Receiving Party can demonstrate that the Confidential Information disclosed to it:

(i) was in the public domain prior to the time of its disclosure to the Receiving Party by the Disclosing Party;

(ii) entered the public domain after the time of its disclosure to the Receiving Party by the Disclosing Party through means other than an unauthorized disclosure resulting from an act or omission by the Receiving Party or its Representatives; or

(iii) was developed or discovered by the Receiving Party independent of any information furnished by the Disclosing Party to the Receiving Party; or

(iv) is or was disclosed to the Receiving Party at any time on a non-confidential basis by a third party, provided that such third party is not bound by an obligation of confidentiality to the Disclosing Party with respect to such Confidential Information, or is otherwise in a fiduciary relationship with the Disclosing Party.

In addition, the Receiving Party may disclose Confidential Information of the Disclosing Party to the extent necessary to comply with applicable laws or regulations, or with a court or administrative order, provided that the Disclosing Party receives prior written notice of such disclosure, to the extent reasonably possible, and that the Receiving Party takes all reasonable and lawful actions to obtain confidential treatment for such disclosure and, to the extent possible, to minimize the extent of such disclosure.

2. Return of Confidential Information. Upon the request of the Disclosing Party at any time, the Receiving Party shall, at the option of the Disclosing Party, either promptly return to the Disclosing Party or destroy (and in such case deliver written certification of such destruction to the Disclosing Party) all originals, copies, and summaries of documents, materials, and other tangible manifestations of the Confidential Information of the Disclosing Party in the possession or control of the Receiving Party and its Representatives, except that (i) the Receiving Party shall not be obligated to return or destroy the Confidential Information of the Disclosing Party when it would be commercially impracticable for the Receiving Party to do so (for example, when the Confidential Information is contained in e-mail stored on backup tapes or other archival media), but for so long as such Receiving Party and/or its Representatives are in possession of such Confidential Information of the Disclosing Party, the confidentiality obligations of Section 1 of this Agreement shall continue to apply for a period of five (5) years following the disclosure of such Confidential Information by the Disclosing Party to the Receiving Party.

3. Equitable Relief. The Receiving Party agrees that any breach of its obligations under this Agreement may cause irreparable harm to the Disclosing Party; therefore, the Disclosing Party shall

have, in addition to any remedies available at law, the right to obtain equitable relief to enforce this Agreement without the necessity of posting a bond.

4. No Representations or Warranties. Although the Disclosing Party will endeavor to include in the Confidential Information disclosed to the Receiving Party information which it believes to be accurate and complete, the Disclosing Party makes no representations or warranties to the Receiving Party with respect to the accuracy or completeness of any Confidential Information provided by the Disclosing Party, and neither the Disclosing Party nor any of its Representatives shall have any liability to the Receiving Party in respect of any inaccuracy or incompleteness of the Confidential Information so provided or the use thereof by the Receiving Party.

5. Survival. The confidentiality and restricted use obligations of Section 1 of this Agreement shall continue to apply for a period of five (5) years following the disclosure of such Confidential Information by the Disclosing Party to the Receiving Party.

6. Amendment. The provisions of this Agreement may not be modified, amended, nor waived, except by a written instrument duly executed by both Parties. If any one or more of the provisions of this Agreement shall be held to be invalid, illegal or unenforceable, that provision shall be stricken and the remainder of this Agreement shall continue in full force and effect; provided, however, that the Parties shall renegotiate an acceptable replacement provision so as to accomplish, as nearly as possible, the original intent of the Parties.

7. Governing Law. This Agreement is made subject to and shall be construed under the laws of the State of New York, without regard to its conflicts of laws principles.

8. Venue. The parties agree that all actions and proceedings arising out of or related to this Agreement shall be brought only in a state or federal court located in New York, and the parties hereby consent to such venue and to the jurisdiction of such courts over the subject matter of such proceeding and themselves. EACH PARTY HEREBY WAIVES ITS RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY DISPUTE OR LEGAL PROCEEDING ARISING OUT OF THIS AGREEMENT OR THE SUBJECT MATTER HEREOF.

9. Entire Agreement. This Agreement constitutes the full and entire understanding and agreement between the Parties with respect to the subject matter hereof, and supersedes any prior understandings or agreements between the Parties, written or oral, with respect to the subject matter hereof.

10. Severability. Any provision of this Agreement which is invalid, illegal, or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof in such jurisdiction or rendering that or any other provision of this Agreement invalid, illegal, or unenforceable in any other jurisdiction.

11. Assignment. Neither Party shall have the power to assign any of its rights or obligations hereunder without the prior written consent of the other Party.

12. Counterparts. This Agreement may be executed by the Parties in separate counterparts by original, .pdf (or similar format for scanned copies of documents) or facsimile signature, each of which

when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

INNOVATIVE INTERFACES INCORPORATED

By:____________________________
Name:
Title:

CITY OF MENLO PARK

By:____________________________
Name:
Title:

9. Declaration and Signature

OPTIONAL SITE VISIT: Representative that

attended:____

DECLARATION:

The undersigned hereby declares the bid specifications have been carefully examined and this proposal is submitted in compliance therewith. The undersigned understands that competence and responsibility, time of completion, as well as other factors of interest to MPL may be a consideration in making the award. MPL reserves the right to reject any and all proposals, to accept or reject alternate proposals and unit prices, and waive technicalities concerning the bid proposals received as it may be in MPL's best interest to do so.

AUTHORIZED REPRESENTATIVE:

Akin Adekeye	EVP Legal & Business Development
Authorized Representative's Name	Title
	Dec 3, 2020
Authorized Representative's Signature	Date
Innovative Interfaces Incorporated	510-655-6200
Company	Telephone
1900 Powell St, Suite 400	akin.adekeye@iii.com
Street Address	E-Mail
Emeryville, CA 94608	510-450-6353
City/State/Zip	Fax

I3-PRESENTATION

CITY OF MENLO PARK

PENINSULA LIBRARY SYSTEM JPA and ENTERPRISE TECHNOLOGY PLATFORM

February 9, 2021

RECOMMENDATION

1. Adopt Resolution No. 6612 rescinding withdrawal from Peninsula Library System (PLS) and instead remain in the system with no change or interruption
2. Authorize the city manager to execute a five (5) year agreement with SirsiDynix to enhance library and community services’ enterprise technology platform in an amount not to exceed $176,695 for new and emerging service models the PLS legacy platform cannot support.

BACKGROUND

- 6/23/2020: City Council adopted the FY 2020-21 operating budget with significant reductions made necessary by the pandemic and economic downturn
- 7/14/2020: City Council adopted a resolution formally notifying PLS of intent to withdraw from the JPA effective July 1, 2021
- 11/2/2020: City issued RFP for enterprise technology platform
- 11/10/2020: City Council amended the FY 2020-21 operating budget to adjust to updated revenue and expenditure reductions
- 12/8/2020: Two qualified proposals were received in response to the RFP.

RFP ANALYSIS

- Cross-department team evaluated proposals
- Proposals shed light on the range of innovation and opportunity the City could leverage with new technology:
  - Low-cost, high value, flexible
  - Enhance quality of services to residents
  - Support new and emerging service models made necessary by the pandemic
  - Improve operational efficiencies and cost savings
  - Foundational platform for blended services in combined department and future Menlo Park Community Campus facility

PLS MEMBERSHIP

- Staff recommends remaining a member of PLS legacy system for:
  - Familiarity and continuity of services for traditional library services (book circulation, library cards, borrowing from other libraries)
  - Eliminate the workload that a full migration to a new platform would entail at this time
  - No change to Menlo Park residents' current access to the PLS legacy system
- PLS legacy system would continue to be used for:
  - Library cards and patron accounts management
  - Online library catalog and database
  - Seamless interlibrary loan and delivery of books and media with the other libraries throughout San Mateo County.

LIMITATIONS OF PLS LEGACY PLATFORM

- Inflexible, outdated, limited local control
- Lacks technical capability to support new and emerging service models made necessary by the pandemic
  - Multiple technical workarounds to deliver critical new services (labor intensive, limited capacity)
  - Some needed new service models have been delayed entirely
- Lacks capability to support blended services of combined department and the new Menlo Park Community Campus facility

SIRSIDYNIX ENTERPRISE PLATFORM

- Low-cost, high-value, flexible, cloud-based
- A platform for “everything else” the PLS system can’t support
  - Books-by-mail for seniors, immune-compromised, and the mobility-challenged
  - Books-on-demand fulfillment and crowdsourcing of library book selection – virtually any book shipped on demand to Menlo Park residents as first borrower
  - Enhanced coordination of citywide “little free library” network
  - Streamlined coordination of seed lending library, seeds-by-mail
  - Library of Things collection for loaning personal computers, wifi hotspots, athletic equipment, garden tools, etc.
  - Integrated one-stop online event registration, meeting room scheduling and electronic payment processing system
- Foundational platform for future seamless user experiences across services and programs in the MPCC campus

SIRSIDYNIX ENTERPRISE PLATFORM

- Minimal budget impact – sufficient funding in IT Plan capital budget for first year costs including implementation: $59,867
- Annual subscription costs to be included in LCS operating budget in subsequent years two through five, respectively: $27,967; $28,778, $29,612; and $30,471
- Total five-year cost: $176,695
- Eliminates labor-intensive manual workarounds
- Positions the city to expand self-service and automation technology to meet changing resident needs in the future
- Efficient and cost-effective means to increase capacity and expand services.

THANK YOU

RECOMMENDATION

1. Adopt Resolution No. 6612 rescinding withdrawal from Peninsula Library System (PLS) and instead remain in the system without interruption
2. Authorize the city manager to execute a five (5) year agreement with SirsiDynix to enhance library and community services' enterprise technology platform in an amount not to exceed $176,695 for new and emerging service models the PLS legacy platform cannot support.

STAFF REPORT

City Council
Meeting Date: **2/9/2021**
Staff Report Number: **20-024-CC**

Informational Item: **City Council agenda topics: February 2021 to March 2021**

Recommendation
The purpose of this informational item is to provide the City Council and members of the public access to the anticipated agenda items that will be presented to the City Council. The mayor and city manager set the City Council agenda so there is no action required of the City Council as a result of this informational item.

Policy Issues
In accordance with the City Council procedures manual, the mayor and city manager set the agenda for City Council meetings.

Analysis
In an effort to provide greater access to the City Council's future agenda items, staff has compiled a listing of anticipated agenda items, Attachment A, through March 9, 2021. The topics are arranged by department to help identify the work group most impacted by the agenda item.

Specific dates are not provided in the attachment due to a number of factors that influence the City Council agenda preparation process. In their agenda management, the mayor and city manager strive to compile an agenda that is most responsive to the City Council's adopted priorities and work plan while also balancing the business needs of the organization. Certain agenda items, such as appeals or State mandated reporting, must be scheduled by a certain date to ensure compliance. In addition, the meeting agendas are managed to allow the greatest opportunity for public input while also allowing the meeting to conclude around 11 p.m. Every effort is made to avoid scheduling two matters that may be contentious to allow the City Council sufficient time to fully discuss the matter before the City Council.

Public Notice
Public notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting.

Attachments
A. City Council agenda topics: February 2021 to March 2021

Report prepared by:
Judi A. Herren, City Clerk

ATTACHMENT A

Through March 23, 2021

Tentative City Council Agenda

#	Title	Department	Item type	City Council action
1	2021-22 budget principles	Regular	ASD	Approve
2	City Manager employment agreement extension	Regular	ASD	Approve
3	Finance and Audit Committee, update	Committee Report	ASD	Receive and file
4	General Fund forecast	Regular	ASD	Direction to staff
5	Labor relations - SEIU, AFSCME, POA, Unrepresented	Closed Session	ASD	Direction to staff
6	Master fee schedule updates	Informational	ASD	No action
7	Performance evaluation - City Manager	Closed Session	ASD	Direction to staff
8	Quarterly financial operations report	Consent	ASD	Receive and file
9	Quarterly personnel update (Jan-Mar)	Consent	ASD	Receive and file
10	ConnectMenlo community amenities	Study Session	CA	Direction to staff
11	ConnectMenlo community amenities subcommittee report	Subcommittee report	CA	Direction to staff
12	Revise community amenities resolution	Regular	CA	Adopt resolution
13	HIP Housing BMR funding recommendation	Regular	CDD	Approve
14	Housing Element Annual Progress Report	Consent	CDD	Receive and file
15	Housing Element consultant and public engagement framework	Regular	CDD	Contract award or amend
16	Subcommittee duration and charge	Regular	CMO	Direction to staff
17	2021 priorities and work plan	Regular	CMO	Approve
18	Approve EQC two year work plan	Regular	CMO	Approve
19	City Council procedures	Regular	CMO	Approve
20	City Council subcommittee charters	Regular	CMO	Approve
21	Direction on CAP No.3 EV Charging Implementation	Regular	CMO	Approve
22	Implementation on EQC recommendations on CAP strategies 2, 4, and 6	Commission Report	CMO	Direction to staff
23	Progress report on CAP Action No.1	Informational	CMO	No action
24	Public Engagement Pilot Program Update	Informational	CMO	No action
25	Amend conflict of interest resolution to include certain advisory body members	Consent	CMO, CA	Adopt resolution
26	Cost recovery policy	Study Session	CMO, LCS	Direction to staff
27	Cost recovery policy	Consent	CMO, LCS	Approve
28	Rebuilding LCS - Service delivery options	Regular	LCS	Direction to staff
29	Rebuilding LCS - Service delivery priorities	Regular	LCS	Direction to staff

ASD-Administrative Services
CMO- City Manager's Office

CD-Community Development
LCS-Library and Community Services

PD-Police
PW-Public Works

Through March 23, 2021

Tentative City Council Agenda

#	Title	Department	Item type	City Council action
30	Final map for 115 El Camino Real	Consent	PW	Approve
31	Middle Avenue (800 ECR) Purchase and sale agreement	Regular	PW	Approve
32	SF Creek - Approval of Bridge Design & Palo Alto Intertie Agreement	Regular	PW	Approve
33	Signing/striping on-call program	Consent	PW	Contract award or amend
34	Update on FEMA BRIC grant submittal and SAFER Bay implementation	Informational	PW	No action
35	Urban Water Management Plan (UWMP)	Study Session	PW	Direction to staff
36	Water Rates - Authorize the distribution of Prop 218 Notices for 5 year water rates	Regular	PW	Approve
37	West Bay Sanitary - MOU for Recycled Water	Regular	PW	Approve
38	2021-22 Capital improvement budget	Informational	PW, ASD	No action
39	2021-22 Capital improvement budget	Study Session	PW, ASD	Direction to staff
40	Consider modifications to the Downtown street closure and temporary outdoor use permit pilot program and adopt urgency Ordinance No. 1075 reopening all travel lanes on Santa Cruz Avenue	Regular	PW, CMO	Adopt ordinance
41	MPCC Power Purchase Agreement	Regular	PW, CMO	Approve

ASD-Administrative Services
CMO- City Manager's Office
CD-Community Development
LCS-Library and Community Services
PD-Police
PW-Public Works

STAFF REPORT

City Council
Meeting Date: **2/9/2021**
Staff Report Number: **21-032-CC**

Informational Item: **Update on proposed amendments to City Council procedures**

Recommendation

No action recommended. This report transmits proposed amendments to City Council procedures compiled by City staff in an effort to reflect current practices. City Council may take action to approve or amend the procedures at their February 23 meeting.

Policy Issues

City Council establishes procedures to document expectations of elected and appointed officials in the conduct of City business. Clear, accessible, and relevant procedures promote transparency and efficiency in operations. City Council retains sole discretion to adopt and amend its procedures.

Background

The City Council's 2019-20 adopted work plan included a project to update City Council procedures previously compiled in the City Council procedures manual. In March, the City Council disbanded the subcommittee appointed to assist with the updates and directed staff to return with revisions.

Analysis

City staff have worked to identify proposed revisions to City Council adopted procedures, reformat procedures to the new procedures template, and propose new procedures based on new operational needs or requests. With the number of proposed revisions and new procedures, this report transmits the procedures in advance of City Council at their February 23 meeting. Attachment A transmits revisions to existing procedures and Attachment B identifies new procedures responsive to City Council requests or operational needs.

Impact on City Resources

Work on the procedures is complete and City Council action to either approve, amend, or reject individual procedures is the last remaining effort.

Environmental Review

This action is not a project within the meaning of the California Environmental Quality Act (CEQA) Guidelines §§ 15378 and 15061(b)(3) as it will not result in any direct or indirect physical change in the environment.

Public Notice

Public notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting.

Attachments

A. Draft revisions to existing procedures
B. Proposed new procedures

Report prepared by:
Judi Herren, City Clerk
Nick Pegueros, Assistant City Manager

Anti-harassment and Non-discrimination Policy

City Council Procedure #CC-95-0001
Adopted May 16, 1995
Resolution No. 4628

CITY OF MENLO PARK

Purpose

To provide a harassment-free and discrimination-free working environment for all city employees and volunteers and to ensure that all employees and volunteers are treated with dignity and respect. Nothing in this policy is intended to supersede the provisions of the city's affirmative action plan.

Policy

Harassment and discrimination violate Title VII of the 1964 Civil Rights Act, the Americans with Disabilities Act, the California Government and Labor Code, and the regulatory guidelines of the Equal Employment Opportunity Commission and the California Fair Employment and Housing Commission.

Harassment or discrimination against a job applicant, an employee or a volunteer by another employee or volunteer on the basis of race, religious creed, color, national origin, ancestry, medical condition, disabilities as defined by the Americans with Disabilities Act, marital status, sex, age, or sexual orientation will not be tolerated.

Employees are encouraged to report incidents of harassment or discrimination by non-employees and volunteers. However, employees should recognize that, although the city will investigate such reports and take further action as necessary, the city may not always possess the authority to take further action.

The city shall endeavor to provide a work environment that is free from harassment and discrimination. Copies of this policy and the complaint procedure developed pursuant to this policy shall be posted in conspicuous places. Managers and supervisors are required to inform their employees of this policy and the complaint procedure, and managers and supervisors shall report instances of harassment and discrimination to their respective supervisors or the personnel officer. The personnel office shall inform all new employees of this policy and complaint procedure. All employees and volunteers are encouraged to be aware of and sensitive to potential incidents of harassment and discrimination.

Disciplinary action up to and including termination will be instituted for behavior which violates the letter and/or spirit of this policy.

Definitions

A. Verbal harassment or discrimination - Statements which are intimidating, insulting or derogatory to a reasonable person on the basis of race, religious creed, color, national origin, ancestry, medical condition, disabilities as defined by the Americans with Disabilities Act, marital status, sex, age or sexual orientation, and which create or contribute to a hostile or abusive work environment.
B. Physical harassment or discrimination - Assault or any offensive touching.
C. Visual forms of harassment or discrimination - Posters, notices, bulletins, cartoons, drawings, or other forms of visual display, electronic or otherwise, which are intimidating, insulting or derogatory to a reasonable person on the basis of race, religious creed, color, national origin, ancestry, medical condition, disabilities as defined by the Americans with Disabilities Act, marital status, sex, age, or sexual orientation, and which create or contribute to a hostile or abusive work environment. Works of art which are part of an approved exhibit, publicly displayed within designated gallery areas, may not in and of themselves be deemed discriminatory or constitute harassment.
D. Sexual harassment - Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of sexual nature when:
    1. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment or;
    2. Submission to or rejection of such conduct by an individual is used as a basis for employment decisions affecting such individuals or;
    3. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating a hostile or abusive work environment.

Complaint procedure

Prompt, appropriate, direct action should be taken to stop incidents of harassment or discrimination. Therefore, an employee should make an initial effort to tell the offending individual that the offensive behavior is unwelcome, offensive or inappropriate. If notification to the offending individual is not effective or if the offended employee is reluctant to confront the offending individual, the offended employee should inform a supervisor, manager or department head, the personnel officer, or a management employee. Any of the above persons receiving this report shall bring the complaint to the attention of the head of the department in which the offending individual works.

If the offended individual does not wish to file a complaint, the supervisor, manager or department head to whom the offended individual has mentioned the incident, should continue to investigate the complaint, coordinate the investigation with the personnel division, and document the incident. The responsible supervisor or manager should tell employees who have been identified in the complaint as having engaged in questionable behavior about the complaint and the seriousness of uninvited behavior of any type including its consequences.

In the event a complaint remains unresolved, the person to whom it is reported shall contact the appropriate manager within the department, and notify the personnel officer of the complaint. The personnel officer shall then request the offended individual to make a formal report in writing or be willing to sign a statement taken by the personnel officer. Only a signed written complaint will be investigated under this procedure. The offended individual may also directly file a formal complaint with the personnel officer without using the informal procedure.

The department manager and/or personnel officer will determine the nature and extent of the investigation and shall take steps to stop the harassment and/or discrimination and to prevent adverse consequences to the complainant or any witness by reason of having reported the incident. The appropriate action taken to resolve the situation will be determined by the affected department manager in consultation with the personnel officer. The corrective action taken will be scaled to the level of seriousness and frequency with which the offending behavior occurred. Corrective action may range from counseling and advice to the employees involved, to a recommendation for disciplinary action in more severe instances. Every attempt will be made to ensure that complaints are handled with the utmost confidentiality and respect.

A. An employee who submits a formal written complaint is strongly encouraged to follow the chain of command within the appropriate department. If doing so would be difficult, a formal complaint may be submitted to the division or department head. The offended employee may also contact the personnel officer and submit a signed statement or sign a statement taken by the personnel officer. Complaints of harassment and/or discrimination should be submitted immediately and, in no event, beyond fourteen (14) days of the incident, unless circumstances justify submitting a written complaint beyond fourteen (14) working days from the date of the incident.
B. A formal complaint shall be a signed, written account of what occurred, including a description of the incident(s) and the names of all persons who were present. The complaint should be submitted on forms provided by the personnel office.
C. The person receiving the complaint shall forward the written complaint to the personnel officer. When the personnel officer or his/her designee has completed an investigation, the personnel officer shall forward a copy of the completed investigation report and his or her recommendation for action, including discipline, to the department manager and the city manager.

Retaliatory behavior of any type, including shunning which adversely impacts the operations of the city, real or implied threats or intimidation by a third party directed at the offended or offending employee may result in additional action to be taken against the offending employee and anyone else participating in retaliatory behavior.

Public safety officers' procedural bill of rights

Nothing in this policy abrogates the guaranteed rights to public safety officers under government code section 3300 and following.

Right of appeal

Disciplinary action resulting from the investigation may be appealed under the provisions of the Memorandum of Understanding (MOU) of the bargaining unit of which the affected employee is a member. The appeal procedure will be covered by the City of Menlo Park's personnel rules to the extent not covered by the memorandum of understanding.

Savings clause

If any section, subsection, sentence, clause or phrase of this policy is for any reason held by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remaining portions of this policy. The City Council of the City of Menlo Park hereby declares that it would have passed this policy and each section, subsection, sentence, clause and phrase thereof, irrespective of the fact that one or more sections, subsections, sentences, clauses or phrases may be held invalid.

Procedure history

Action	Date	Notes
Procedure adoption	May 16, 1995	Resolution No. 4628

Fund Balance for the General Fund

City Council Procedure #CC-14-003
Adopted October 07, 2014

CITY OF MENLO PARK

Purpose

A fund balance policy helps ensure that the city can:

- Quickly respond to unexpected situations such as natural disasters
- Weather economic recessions and other cyclical revenue downturns while avoiding large
- Variations in taxes and fees or variations in the type and quality of municipal services provided
- Avoid the need for short-term borrowing to cover delays in revenue receipt
- Pursue strategic and opportunistic projects or activities

This policy establishes the amounts the City of Menlo Park will strive to maintain in its fund balance, how the fund balance will be funded, and the conditions under which fund balance may be spent.

Background

The City of Menlo Park has always maintained a high level of general fund reserves, which has contributed to good standings with credit rating agencies; provided financial flexibility in economic downturns; contributed a source of investment income for general fund operations; and assured financial coverage in the event of future emergencies.

Policies and procedures

This fund balance policy establishes the procedures for reporting unrestricted fund balance in the general fund financial statements. Certain commitments and assignments of fund balance will help ensure that there will be adequate financial resources to protect the city against unforeseen circumstances and events such as revenue shortfalls and unanticipated expenditures. The policy also authorizes and directs the finance director to prepare financial reports which accurately categorize fund balance as per Governmental Accounting Standards Board (GASB) Statement no. 54, Fund balance reporting and governmental fund type definitions. The policy will be reviewed annual by the City Council for revisions as appropriate.

Fund balance is essentially the difference between the assets and liabilities reported in a governmental fund.
There are five separate components of fund balance, each of which identifies the extent to which the city is bound to honor constraints on the specific purposes for which amounts can be spent.

- Non-spendable fund balance (inherently non-spendable)
- Restricted fund balance (externally enforceable limitation on use)
- Committed fund balance (self-imposed limitations on use)
- Assigned fund balance (limitation resulting from intended use)
- Unassigned fund balance (residual net resources)

The first two components listed above are not addressed in this policy due to the nature of their restrictions. An example of non-spendable fund balance is inventory. Restricted fund balance is either imposed by law or constrained by grantors, contributors, or laws or regulations of other governments. This policy is focused on financial reporting of unrestricted fund balance, or the last three components listed above. These three components are further defined below.

Committed fund balance

The City Council, as the city's highest level of decision-making authority, may commit fund balance for specific purposes pursuant to constraints imposed by formal actions taken, such as an ordinance or resolution. These committed amounts cannot be used for any other purpose unless the City Council removes or changes the specific use through the same type of formal action taken to establish the commitment. City Council action to commit fund balance needs to occur within the fiscal reporting period; however, the amount can be determined subsequently.

<u>General fund emergency contingency</u>
The City of Menlo Park's general fund balance committed for emergency contingencies is established at \$6,000,000. The City Council may wish to increase or decrease this amount, with the goal of providing an amount equivalent to 15-20 percent of the city's annual operating budget for the general fund. This range should be sufficient to allow for a quick and decisive municipal response to events such as natural disasters, catastrophic accidents, or other declared emergency incidents. As defined in the resolution establishing this commitment, the specific uses are listed as the declaration of a state or federal state of emergency or a local emergency as defined in the Menlo Park Municipal Code Section 2.44.010. The City Council may, by the affirming vote of three members, change the amount of this commitment and/or the specific uses of these monies.

<u>Economic stabilization</u>
The City of Menlo Park's general fund balance committed for the purpose of stabilizing the delivery of city services during periods of severe operational budget deficits and to mitigate the effects of major economic uncertainties resulting from unforeseen change in revenues and/or expenditures is established at $8,000,000.

The City Council may wish to increase or decrease this amount, with the goal of providing an amount equivalent to 20-25 percent of the city's annual operating budget for the general fund. This range serves as a sufficient cushion, safeguarding the city's fiscal health against fluctuations in revenues and costs due to economic volatility. City Council approval shall be required before expending any portion of this committed fund balance. Access to these funds will be reserved for economic emergency situations. Examples of such emergencies include, but are not limited to:

- An unplanned, major event such as a catastrophic disaster requiring expenditures which exceed
- The general fund emergency contingency reserve
- Budgeted revenue taken over by another entity
- Drop in projected/actual revenue of more than five percent of the general fund's adopted revenue budget

<u>Strategic pension funding reserve</u>
The City of Menlo Park participates in the California Public Employees Retirement System (CalPERS), which provides members with a defined-benefit pension based on years of service. CalPERS is funded by a combination of investment earnings on the CalPERS portfolio, contributions by employees, and contributions by employers (the city.) Contribution rates for employers are variable and change annually based on a number of factors, including investment returns, benefits changes, and changes to actuarial assumptions. To mitigate the operational impact of employer contribution rate volatility, as well as to set aside funding for strategic opportunities to reduce the City's pension liability, $1 million of the general fund's previously unassigned reserve was committed by City Council action on January 14, 2014, to establishing the strategic pension funding reserve. Subsequent to January 14, 2014, 25 percent of the general fund's final operating surplus, should there be one, will be added annually to the strategic pension fund reserve upon completion of the city's comprehensive annual financial report. City Council approval shall be required before expending any portion of this committed fund balance. Examples of the types of situations in which funds would be expended from the strategic pension fund reserve include, but are not limited to:

- Mitigate the impact of a significant year-over-year increase in employer contribution rates due
- To actions outside of the city's control, such as poor investment returns in the CalPERS
- Portfolio and/or changes to actuarial assumptions

Take advantage of opportunities to make non-recurring payments to CalPERS that will reduce the city's pension liabilities, such as paying down or paying off a side fund or other unfunded liability.

Assigned fund balance

Amounts that are constrained by the city's intent to be used for specific purposes, but are neither restricted nor committed, should be reported as assigned fund balance. This policy hereby delegates the authority to assign amounts to be used for specific purposes to the city manager for the purpose of reporting these amounts in the annual financial statements. A few examples of assigned fund balance follow:

- Encumbrances – materials and services on purchase order and contracts which are unperformed
- Re-appropriations – appropriated by the City Council for specific projects or programs that were not completed and not encumbered by year end
- GASB 31 adjustment – unrealized investment gains that have been recorded in the financial statements in accordance with GASB 31
- Infrastructure maintenance projects – amounts to be transferred to the general capital improvement project fund for such projects in the subsequent fiscal year adopted budget

Comprehensive planning projects – amounts needed to fully fund such projects as outlined in the 5-year capital improvement plan for the subsequent fiscal year.

Unassigned fund balance

These are residual positive net resources of the general fund in excess of what can properly be classified in one of the other four categories.

<u>Amounts held in reserve</u>:
The total goal range for the city's unrestricted fund balance (includes commitments and assignments of fund balance) is 43 percent to 55 percent of general fund expenditures.

From time-to-time, the City Council may find it prudent to set aside funds for an existing need, priority, or investment in the community. Amounts in excess of the established target levels may be shown as additional commitments or assignments of the general fund balance. Such assignments will be reviewed with each fiscal year operating budget to determine if the funding is still necessary or can be released to the general fund reserves.

Funding of general fund balance targets:
Funding of general fund balance targets will come generally from one-time revenues, one-time expenditure savings, excess fund balance (e.g., unused, or reversed assignment or commitments), and revenues in excess of projected expenditures.

Conditions for use and replenishment of reserves:

Use of reserves:
It is the intent of the city to limit use of general fund balances to address unanticipated, one-time needs or opportunities. Fund balances shall not be applied to recurring annual operating expenditures. Reserves will be used to the extent annual expenditures exceed revenues as reported in the city's annual audited financial statements (an operating deficit.) Reserves may also be used to allow for an investment in the city's long-term assets as approved by the City Council.

Authority to use reserves:
The city manager may authorize use of reserves consistent with the purposes described above, including amounts authorized in the fiscal period's budget.

Replenishment of reserves:
Reserves will be replenished to the extent annual revenues exceed expenditures as reported in the city's annual audited financial statements (an operating surplus.) Revenues in excess of expenditures at the end of a fiscal year shall be used to first satisfy committed contingency requirements before appropriating for other uses.

Flow of funds:
Restricted fund balances will be expended before unrestricted fund balances when expenditures are incurred for purposes for which both are available. Unrestricted fund balances will be exhausted in the order of assigned, unassigned, and committed when expenditures are incurred for which any of these fund balances are available.

Procedure history

Action	Date	Notes
Procedure adoption	October 07, 2014	

Selection of Mayor

City Council Procedure #CC-16-001
Adopted February 23, 2016
Ordinance No. 1016

Purpose		
To establish a procedure for the annual selection of the Mayor.		
Policies and procedures		
City Council policy shall be to rotate the Mayor annually. The City Council shall select as Mayor an elected member of the City Council who has served a minimum of one year and who has not served as Mayor. If all eligible members have served as Mayor, then the member with the longest elapsed time since serving as Mayor shall be selected as Mayor. In the event there are two or more eligible members having equal seniority, the City Council may select any eligible member as Mayor.		
Procedure history		
Action	Date	Notes
Draft procedure presented	February 23, 2016	Ordinance No. 1016

Award Authority and Bid Requirements Policy

City Council Procedure #CC-19-001
Proposed February 12, 2019
Resolution No. 6479

CITY OF MENLO PARK

Purpose

To ensure adequate internal controls, avoid conflicts of interests, and achieve maximum efficiency in the administration of city resources, this policy establishes the award authority and bid requirements for the procurement of goods, general services, professional services, and public projects, and the settlement of claims as set forth in the Menlo Park Municipal Code (MPMC) Chapter 2.42. This policy replaces City Council Procedure # CC-92-004: "Award Authority for Purchases and Professional Service" and establishes the city's manager's authority to issue administrative policies necessary to implement this policy.

Definitions

Approval authority. The approval authority is the entity who has authority to approve and sign agreements and settlements on behalf of the city. The approval authority is determined by type and amount of the transaction as established below in this policy.

City manager's signature authority limit (CMSAL.) This is the maximum authorization for city manager approval of purchases, tort claims, and contracts. CMSAL shall be adjusted every July 1st based on the year-over-year change in the engineering news record's construction cost index as measured in the month of January. All adjustments are rounded to the nearest increment of $1,000. The base year CMSAL is set at $75,000 effective on the adoption date.

Change order/contract amendment. A change in the scope of work, amount of compensation, time of completion or other provision of an approved contract or agreement.

Claims settlement. Monetary settlement of a claim against the city or city employee seeking money or damages under the Government Claims Act.

Cooperative purchasing agreements ("Piggyback Agreements".) A form of intergovernmental cooperative purchasing in which an entity will be extended the same pricing and terms of a contract entered by another entity commonly referred to as "piggyback" provisions. Generally, the originating entity will competitively award a contract that will include language allowing for other entities to utilize the contract, which may be to their advantage in terms of pricing, thereby gaining economies of scale that they would otherwise not receive if they competed on their own. Piggyback Agreements apply only to goods, general services, and professional services.

Force account. Force account is the budget designation used for work performed on public projects using internal resources, including but not limited to labor, equipment, materials, supplies, and subcontracts of the city.

Formal bid. All purchases greater than the stated limits shall be based on competitive sealed written bids. Notices inviting bids no fewer than 14 days prior to the date set for receiving bids. As practicable, bids shall be solicited from a minimum of three bidders. The notices inviting bids shall generally describe the goods and/or services to be purchased or acquired or the public project to be constructed, identify the place where the bid proposal form, specifications and other contract documents may be obtained, and specify the date, time and place when and where bids will be opened. All bids shall be sealed and submitted at the place and at or before the date and time specified in the notice inviting bids. Bids received after the specified date and time shall not be accepted and shall be returned to the bidder unopened unless the opening is necessary for identification purposes. Bids timely received shall be opened in public, at the date, time and place specified in the notice inviting bids, and the aggregate bid of each bidder shall be announced. This guidance supplements Menlo Park Municipal Code Section 2.42.090.

General service. General services provide for work, labor or services not requiring specialized experience, knowledge or training with or without the furnishing of goods, materials, supplies or equipment, including maintenance of public buildings, streets, parks and playgrounds and other public improvements; repair, modification and maintenance of equipment or other goods; licensing, installation and maintenance of or relating to information technology property, goods and services, including, without limitation, computer hardware and software, and including the provision of data storage services, unless the information technology services that would require specialized certification, expertise, knowledge, or training are needed and provided; janitorial services, uniform cleaning, tree trimming, street sweeping, and landscape maintenance; leasing or licensing of goods and other personal property for use by the city; and general class instruction, including recreation class instruction services.

Goods. Goods include supplies, materials, or equipment including office supplies, janitorial supplies, furnishings, equipment, machinery, tools, vehicles, computer hardware and software, and other personal property, materials or goods. Goods may be purchased using a blanket purchase order, where a specified quantity of units to be purchased is not established at the time the purchase order or contract is executed. A blanket purchase order or contract must establish a maximum dollar amount of expenditure for the contract and set forth pricing terms for the items to be purchased. Goods purchases may include labor incidental to the purchase of goods, including any set-up, installation, and testing services.

Informal bid. Informal bids, proposals, or quotations may be solicited by any reasonable means including mail, telephone, electronic mail, or posting to the city's website. Quotations shall be solicited from a minimum of three bidders or proposers; if quotations from three bidders or proposers cannot be obtained by the exercise of due diligence, quotations may be solicited from less than three bidders or proposers, as practicable. All informal bids must be submitted in writing by the bidder. Informal bidding for public projects shall comply with Menlo Park Municipal Code Section 2.42.170. This guidance supplements Menlo Park Municipal Code Section 2.42.080.

Negotiated contract. A contract awarded without bidding for the purchase of goods, general services, or professional services whose total does not exceed the delegated award authority limit. Negotiated contracts shall comply with Menlo Park Municipal Code Section 2.42.060.

Professional services. Professional services include services which involve the exercise of professional discretion and independent judgment based on specialized certification, knowledge, expertise or training. These services may include those provided by accountants, actuaries, auditors, appraisers, architects, attorneys, engineers, financial advisors, information technology experts, instructors, and environmental and land use planners.

Public projects. A public project includes a contract paid for in whole or in part out of public funds for the construction, alteration, improvement, reconstruction or demolition of any public building, facility, street, sidewalk, utility, park or open space improvement, or other public improvement. A public project does not include “Maintenance Work”. For more information on public projects see Menlo Park Municipal Code Section 2.42.020.

Purchase order. A purchase order is authorization for the procurement of goods, general services, professional services, and public projects. Purchase order thresholds are established by administrative policy for all purchases under the CMSAL. All purchases exceeding the CMSAL require a purchase order once approved by the City Council.

Uniform Public Construction Cost Accounting Act (UPCCAA.) Award of contracts for public projects shall be in accordance with the Uniform Public Construction Cost Accounting Act, State of California Public Contract Code Sections 22000 et seq., or any successor provision thereto.

Award authority and bid requirements

Approval authority and limits. The following table establishes thresholds for approval authority and bid requirements. The approving authority as outlined in this policy is responsible for ensuring compliance with the city’s purchasing system as established by Chapter 2.42 of the Menlo Park Municipal Code and any applicable City Council or Administrative policy.

Approval of change orders and contract amendments. The city manager may approve change orders and contract amendments that do not affect the compensation and only make minor adjustments to the scope of work or term. The city manager has authority to approve change orders/contract amendments up to ten percent of the original contract amount approved by the City Council. Upon special circumstances, the City Council may delegate additional change order/contract amendment authority to the city manager.

City manager authorization. The city manager is authorized to establish administrative policies and procedures to ensure the efficient operation of the city’s purchasing system.

Delegation of CMSAL. The city manager may delegate up to fifty percent of the CMSAL for goods, general services, and professional services and one hundred percent for public projects and public projects change orders.
Digital signature policy. the city manager shall have authority to adopt electronic signature policies that authorize the use and acceptance of digital signatures as defined in government code 16.5
Duration of agreements. for the procurement of goods, general services, and professional services, the city manager may execute a multi-year agreement not to exceed three fiscal years and three times the CMSAL in force upon execution.

Piggyback agreements. the city manager may also waive bidding requirements if the city is eligible to exercise a "Piggyback Agreement" for goods, general services, and professional services.

Category	**Amount**	**Approving authority**	**Requirement**
Goods, general services, and professional services	Up to 50% of CMSAL	City manager	Negotiated contract or informal bid
	CMSAL		Informal bid
	CMSAL to UPCCAA informal bid limit	City Council	Informal bid
	Greater than UPCCAA informal bid limit		Formal bid
Public projects	UPCCAA force account limit to CMSAL	City manager	Informal bid/force account
	CMSAL to UPCCAA informal bid limit	City Council	Informal bid
	Greater than UPCCAA informal bid limit		Formal bid
Claims settlement	Less than the CMSAL	City manager	N/A
	Greater than the CMSAL	City Council	

CMSAL – City manager's signature authority limit

UPCCAA – Uniform Public Construction Cost Accounting Act

Award Authority and Bid Requirements Policy
City Council Procedure #CC-19-001
Proposed February 12, 2019
Resolution No. 6479

Procedure History		
Resolution	**Date**	**Notes**
No. 4354	March 17, 1992	Established Procedure # CC-92-004
No. 5832	October 21, 2008	Amended CC-92-004 to add contract approval; established annual inflation adjustments to CM's authority
No. 6479	February 12, 2019	Replaced Procedure # CC-92-004
Policy maintenance		
As part of their annual review of policies establishing internal controls, the administrative services department shall prepare a memo every July informing the organization of the city manager's signature authority limit (CMSAL) and applicable limits in the Uniform Public Construction Cost Accounting Act (UPCCAA.)		

Travel, Meal, and Lodging Policy

City Council Procedure #CC-19-002
Proposed March 12, 2019
Resolution No. 6485

CITY OF MENLO PARK

Findings

Whereas, the City of Menlo Park takes its stewardship over the use of its limited public resources seriously.

Whereas, public resources should only be used when there is a substantial benefit to the city.

Whereas, such benefits include:
- The opportunity to discuss the community's concerns with regional, state and federal officials;
- Participating in regional, state and national organizations whose activities affect the city;
- Attending educational seminars designed to improve an official or employee's skill and information levels; and
- Promoting public service and morale by recognizing such service.

Whereas,
- Legislative and other regional, state, and federal agency business is frequently conducted over meals.
- Sharing a meal with regional, state and federal officials is frequently the best opportunity for a more extensive, focused and uninterrupted communication about the city's policy concerns;
- Each meal expenditure must comply with the limits and reporting requirements of local, state, and federal law.

Whereas, this policy provides guidance to city officials and employees on the use and expenditure of city resources, as well as the standards against which those expenditures will be measured.

Whereas, this policy satisfies the requirements of Government Code sections 53232.2 and 53233.3.

Whereas, this policy supplements the definition of actual and necessary expenses for purposes of state laws relating to permissible uses of public resources.

Whereas, this policy supplements the definition of necessary and reasonable expenses for purposes of federal and state income tax laws.

Whereas, this policy also applies to any charges made to a city credit card, cash advances or other line of credit.

Applicability and definitions

This policy shall apply to all city officials and city employees.

City officials. City officials shall mean the City Council and officials appointed by the City Council including board, commission and committee members, the city attorney and the city manager, and others the City Council designates to represent the city.

City employees. City employees shall mean all employees in the exempt, competitive, part-time and temporary services, including appointees of the city manager and contractual employees. The city manager is authorized to adopt additional rules and regulations to implement this policy for city employees.

Authorized expenses

City funds, equipment, titles, and staff time must only be used for authorized city business. Expenses incurred in connection with the following types of activities generally constitute authorized expenses, as long as the other requirements of this policy are met:
- Communicating with representatives of regional, state and federal government on city adopted policy positions;
- Attending educational seminars designed to improve an official or employee's skill and information levels;
- Participating in regional, state and national organizations whose activities affect the city's interests;
- Recognizing service to the city (for example, thanking a longtime employee with a celebration of nominal value and cost);
- Attending city events;
- Implementing a City Council approved strategy for attracting or retaining businesses to the city, which will typically involve at least one staff member.

All other expenditures require prior approval by the City Council for officials or city manager for employees. The following expenses also require prior City Council or city manager approval:

- International travel;
- Expenses exceeding $2,000 per trip.

Examples of organizations that host seminars, conferences, and meetings applicable to city operations and eligible for reimbursement under this policy include, but are not limited to:

- Association of Bay Area Governments (ABAG)
- California Debt and Investment Advisory Commission (CDIAC)
- California Public Employees' Retirement System (CalPERS)
- City/County Associations of Governments of San Mateo County (C/CAG)
- Joint Venture Silicon Valley
- League of California Cities
- Menlo Park Chamber of Commerce
- National League of Cities (NLC)
- San Mateo County Council of Cities
- San Mateo County Economic Development Association (SMCEDA)
- San Mateo County/Redwood City Chamber of Commerce
- San Mateo County Transportation Authority (SCMTA)
- Santa Clara County Cities Association
- Silicon Valley Economic Development Alliance
- Sister Cities International
- Professional organizations e.g., American Planning Association, American Public Works Association, California Parks and Recreation Society, Government Finance Officers Association, etc.

Examples of personal expenses that the city will not reimburse include, but are not limited to:

- The personal portion of any trip;
- Political or charitable contributions or events;
- Family or guest expenses, including partner's expenses when accompanying a city official or employee on agency-related business, as well as children- or pet-related expenses;
- Entertainment expenses, including theater, movies (either in-room or at the theater), sporting events (including gym, massage and/or golf related expenses), or other cultural events;
- Non-mileage personal automobile expenses, including repairs, traffic citations, insurance or gasoline; and
- Personal losses incurred while on city business.

Any questions regarding the propriety of a particular type of expense should be resolved by the approving authority before the expense is incurred.

<u>Sister city and foreign travel</u>
For sister or friendship city travel, any city official or staff reimbursement requires pre-approval of the City Council. If a city councilmember is paying for their own sister or friendship city travel, City Council travel approval is not required, but the traveling city councilmember should inform the City Council in advance of travel.

Individual city councilmembers shall not have authority to sign city-related official documents individually or on behalf of the City Council unless the document has been pre-approved by the City Council. Any foreign document submitted for signature must be translated into English.

<u>Travel paid for by third parties</u>
City official travel paid by third parties requires a Fair Political Practices letter pre-authorizing travel where it is unclear whether an exception to the gift or income restrictions applies.

Third parties offering travel to City officials shall be requested to provide the schedule of public appearances and shall be informed that individual city officials or staff do not have the authority to sign official city documents unless the City Council pre-approves. A template letter is attached to this policy. [Note this letter will be prepared when staff finalizes the policy.

Enforcement and cost control
All expenses are subject to audit and verification that they comply with this policy. The administrative services director is responsible for enforcing this policy. In the event the administrative services director is uncertain as to whether a request complies with this policy, such individual must seek resolution from the requestor's approving authority. To conserve city and keep expenses within community standards for public officials and employees, expenditures should adhere to the following guidelines. In the event that expenses are incurred which exceed these guidelines, the cost borne or reimbursed by the city will be limited to the costs that fall within the guidelines.
Transportation
The most economical mode and class of transportation reasonably consistent with scheduling needs and cargo space requirements must be used, using the most direct and time-efficient route. Government and group rates must be used when available. Airfare. To identify the lowest airfare, city officials and employees should use an online travel search engine that compares flights across major airlines. Baggage handling fees for one checked bag shall be reimbursed. Automobile. Mileage driving using an official or employee's personal vehicle to conduct city business shall be reimbursed at Internal Revenue Service (IRS) rates in effect on the date of travel for all miles driven in the conduct of official business in excess of the official or employee's regular commute. The IRS rates are designed to compensate the driver for gasoline, insurance, maintenance, and other expenses associated with operating the vehicle. This amount does not include bridge and road tolls, which are also reimbursable. Car rental. Charges for rental vehicles may be reimbursed under this provision if more than one city official or employee is attending an out of town conference, and it is determined that sharing a rental vehicle is more economical than other forms of transportation. In making such determination, the cost of the rental vehicle, parking and gasoline will be compared to the combined cost of such other forms of transportation. Ride share/taxis/shuttles. Ride share, taxis or shuttles fares may be reimbursed when the cost of such fares is equal or less than the cost of car rentals, gasoline and parking combined, or when such transportation is necessary for time efficiency. Airport parking. Long-term parking must be used for travel exceeding 24-hours.
Lodging
Lodging expenses will be reimbursed or paid for when travel on official city business reasonably requires an overnight stay. Government and group rates must be used when available. Conferences/Meetings. If lodging is in connection with a conference, lodging expenses must not exceed the group rate published by the conference sponsor for the meeting in question if such rates are available at the time of booking. If group rates are not available at time of booking, the city official or employee shall secure the most economical lodging in close proximity of the conference/meeting venue. Other lodging. Lodging rates that are equal to or less than government rates or the IRS per diem rates for the applicable area are presumed to be reasonable and hence reimbursable for purposes of this policy. A city official or employee may stay with a friend or relative while attending an out-of-town meeting or conference; however, the city will not reimburse for any payment to the friend or relative for lodging, meals or transportation.
Meals
Meals while traveling overnight. City officials and employees will receive a daily per diem allowance to cover the cost of meals and incidentals in accordance with federal government per diem tables for the city/region of travel. Business meeting meals. In the conduct of official city business, officials will be reimbursed actual meal and beverage expenses not to exceed the federal government per diem for Menlo Park, before tax and gratuities. Tax and gratuities will also be reimbursed.
Other expenses

Internet. City officials or employees will be reimbursed for Internet access connection and/or usage fees away from home, not to exceed $15.00 per day, if Internet access is necessary for official business.

Telecommunication expenses. City officials/employees will be reimbursed for actual telecommunication expenses incurred on city business. No reimbursement is made for use of personal cell phones.

Gratuities. Gratuities of up to fifteen (15) percent will be reimbursed for services customarily subject to gratuity.

Reimbursement from other entities. Expenses for which city officials/employees receive reimbursement from another agency are not reimbursable.

Cash advances

From time to time, it may be necessary for a city official or employee to request a cash advance to cover anticipated expenses while traveling or doing business on the city's behalf. Such request for an advance should be submitted to the administrative services director five business days prior to the need for the advance with the following information:

- The purpose of the expenditure(s);
- The benefits of such expenditure(s) to the residents of Menlo Park;
- The anticipated amount of the expenditure(s) (for example, hotel rates, meal costs, and transportation expenses); and
- The dates of the expenditure(s).

Any unused advance must be returned to the city treasury within two business days of the city official or employee's return, along with an expense report and receipts documenting how the advance was used in compliance with this expense policy.

Credit card use

The city does not issue credit cards to individual office holders but does have an agency credit card for selected city expenses. City officials or employees may use the city's credit card for such purposes as airline tickets and hotel reservations by following the same procedures for cash advances. Receipts documenting expenses incurred on the city credit card and compliance with this policy must be submitted within five business days of use.

City credit cards may not be used for personal expenses, even if the city official or employee subsequently reimburses the city.

Expense report content and submission deadline

All cash advance expenditures, credit card expenses and expense reimbursement requests must be submitted on an expense report form provided by the city. All expenses reported on the form must comply with the city's policies relating to expenses and use of public resources. The information submitted on the form is a public record. Penalties for misusing public resources and violating the city's policies include loss of reimbursement privileges, restitution, civil and criminal penalties as well as additional income tax liability.

Expense reports must document that the expense in question met the requirements of this policy. For example, if the meeting is with a legislator, the city official should explain whose meals were purchased, what issues were discussed and how those relate to the city's adopted legislative positions and priorities.

City officials and employees must submit their expense reports within 30 days of an expense being incurred, accompanied by receipts documenting each expense. Detailed restaurant receipts for official business meetings, in addition to any credit card receipts, are also part of the necessary documentation. No documentation is required for daily per diem allowances.

Inability to provide such documentation in a timely fashion may result in the expense being borne by the city official or employee.

Travel, Meal, and Lodging Policy
City Council Procedure #CC-19-002
Proposed March 12, 2019
Resolution No. 6485

Authorization for travel and other related expenses

Attendance of city officials at conferences, seminars and meetings shall be subject to prior approval by the City Council. Approval by the City Council shall occur with the adoption of the annual budget. For out-of-state travel, the prior approval of a majority of the City Council obtained during a public meeting is required.

The city manager or his/her designee shall authorize and approve travel and reimbursement expenses for city employees. Out-of-state travel must be approved by the city manager. City employees may not authorize nor approve reimbursement for their own travel and business expenses. The city manager may adopt additional procedures to implement this policy as it relates to city employees.

Special rules for City Councilmembers

City councilmembers will comply with the communications policy in Chapter 4 of the procedures manual when traveling for city business.

City Councilmembers may not sign any official document on behalf of the City unless pre-approved by City Council.

At the first City Council meeting following any meeting/conference for which a city official seeks city reimbursement, the official shall briefly report on the meeting/conference. No reimbursement shall be provided until the report is given to the City Council.

If multiple city officials attended, a joint report may be made. The report may be made orally or in writing.

Compliance with laws

City officials and city employees should keep in mind that some expenditures may be subject to reporting under the Political Reform Act and other laws. All agency expenditures are public records subject to disclosure under the Public Records Act.

Violation of this policy

Under state law, use of public resources or falsifying expense reports in violation of this policy may result in any or all of the following:

- Loss of reimbursement privileges,
- A demand for restitution to the city,
- The agency's reporting the expenses as income to the city official or city employee to state and federal tax authorities,
- Civil penalties of up to $1,000 per day and three times the value of the resources used, and
- Prosecution for misuse of public resources.

Procedure history

Action	Date	Notes
Adoption by City Council motion	March 12, 1991	Established City Council Procedure #CC-91-002
Adoption of Resolution No. 6460	September 11, 2018	Replaced City Council Procedure #CC-91-002 with #CC-18-001
Adoption of Resolution No. 6485	February 12, 2019	Replaced City Council Procedure #CC-18-001 with #CC-19-002

Commissions/Committees Policies and Procedures, Roles and Responsibilities

City Council Procedure #CC-19-0004
Adopted March 05, 2019
Resolution No. 6477

CITY OF MENLO PARK

Purpose
To define policies and procedures and roles and responsibilities for Menlo Park appointed commissions and committees.
Authority
Upon its original adoption, this policy replaced the document known as "Organization of Advisory Commissions of the City of Menlo Park."
Background
The City of Menlo Park currently has eight active commissions and committees. The active advisory bodies are: Complete Streets Commission, Environmental Quality Commission, Finance and Audit Committee, Housing Commission, Library Commission, Parks and Recreation Commission, Planning Commission, and the Sister City Committee. Those not specified in the City Code are established by City Council ordinance or resolution. Most of these advisory bodies are established in accordance with Resolution 2801 and its amendments. Within specific areas of responsibility, each advisory body has a primary role of advising the City Council on policy matters or reviewing specific issues and carrying out assignments as directed by the City Council or prescribed by law. Seven of the eight commissions and committees listed above are advisory in nature. The Planning Commission is both advisory and regulatory and organized according to the City Code (Ch. 2.12) and State statute (Government Code 65100 et seq., 65300-65401.) The City has an adopted Anti-Harassment and Non-Discrimination Policy (CC-95-001), and a Travel and Expense Policy (CC-91-002), which are also applicable to all advisory bodies.
Section
<u>Relationship to City Council, staff and media</u> • Upon referral by the City Council, the commission/committee shall study referred matters and return their recommendations and advise to the City Council. With each such referral, the City Council may authorize the city staff to provide certain designated services to aid in the study. • Upon its own initiative, the commission/committee shall identify and raise issues to the City Council's attention and from time to time explore pertinent matters and make recommendations to the City Council. • At a request of a member of the public, the commission/committee may consider appeals from city actions or inactions in pertinent areas and, if deemed appropriate, report and make recommendations to the City Council. • Each commission/committee is required to develop an annual work plan which will be the foundation for the work performed by the advisory body in support of City Council annual work plan. The plan, once finalized by a majority of the commission/committee, will be formally presented to the City Council for direction and approval no later than September 30 of each year and then reported out on by a representative of the advisory body at a regularly scheduled City Council meeting at least annually, but recommended twice a year. The proposed work plan must align with the City Council's adopted work plan. When modified, the work plan must be taken to the City Council for approval. The Planning Commission is exempt from this requirement as its functions are governed by the Menlo Park municipal code (Chapter 2.12) and State law (Government Code 65100 et seq, 65300-65401.) • Commissions and committees shall not become involved in the administrative or operational matters of city departments. Members may not direct staff to initiate major programs, conduct large studies or establish department policy. City staff assigned to furnish staff services shall be available to provide general staff assistance, such as preparation of agenda/notice materials and minutes, general review of department programs and activities, and to perform limited studies, program reviews, and other services of a general staff nature. Commissions/committees may not establish department work programs or determine department program priorities. The responsibility for setting policy and allocating scarce city resources rests with the city's duly elected representatives, the City Council. • Additional or other staff support may be provided upon a formal request to the City Council. • The staff liaison shall act as the commission/committee's lead representative to the media concerning matters before the commission/committee. Commission/committee members should refer all media inquiries to their respective liaisons for response. Personal opinions and comments may be expressed so long as the commission/committee member clarifies that his or her statements do not represent the position of the City Council. • Commission/committee members will have mandatory training every two years regarding the Brown Act and

parliamentary procedures, anti-harassment training, ethics training, and other training required by the City Council or State Law. The commission/committee members may have the opportunity for additional training, such as training for chair and vice chair. Failure to comply with the mandatory training will be reported to the City Council and may result in replacement of the member by the City Council.

- Requests from commission/committee member(s) determined by the staff liaison to take one hour or more of staff time to complete must be directed by the City Council.

Role of City Council commission/committee liaison

City Councilmembers are assigned to serve in a liaison capacity with one or more city commission/committee. The purpose of the liaison assignment is to facilitate communication between the City Council and the advisory body. The liaison also helps to increase the City Council's familiarity with the membership, programs and issues of the advisory body. In fulfilling their liaison assignment, City Councilmembers may elect to attend commission/committee meetings periodically to observe the activities of the advisory body or simply maintain communication with the commission/committee chair on a regular basis.

City Councilmembers should be sensitive to the fact that they are not participating members of the commission/committee, but are there rather to create a linkage between the City Council and commission/committee. In interacting with commissions/committee, City Councilmembers are to reflect the views of the City Council as a body. Being a commission/committee liaison bestows no special right with respect to commission/committee business.

Typically, assignments to commission/committee liaison positons are made at the beginning of a City Council term in December. The Mayor will ask City Councilmembers which liaison assignments they desire and will submit recommendations to the full City Council regarding the various committees, boards, and commissions which City Councilmembers will represent as a liaison. In the rare instance where more than one City Councilmember wishes to be the appointed liaison to a particular commission, a vote of the City Council will be taken to confirm appointments.

City Staff Liaison

The City has designated staff to act as a liaison between the commission/committee and the City Council. The city shall provide staff services to the commission/committee which will include:

- Developing a rapport with the Chair and commission/committee members
- Providing a schedule of meetings to the city clerk's office and commission/committee members, arranging meeting locations, maintaining the minutes and other public records of the meeting, and preparing and distributing appropriate information related to the meeting agenda.
- Advising the commission/committee on directions and priorities of the City Council.
- Informing the commission/committee of events, activities, policies, programs, etc. occurring within the scope of the commission/committee's function.
- Ensuring the city clerk is informed of all vacancies, expired terms, changes in offices, or any other changes to the commission/committee.
- Providing information to the appropriate appointed official including reports, actions, and recommendations of the committee/commission and notifying them of noncompliance by the commission/committee or chair with city policies.
- Ensuring that agenda items approved by the commission/committee are brought forth in a timely manner taking into consideration staff capacity, City Council priorities, the commission/committee work plan, and other practical matters such as the expense to conduct research or prepare studies, provided appropriate public notification, and otherwise properly prepare the item for commission/committee consideration.
- Take action minutes; upon agreement of the commission, this task may be performed by one of the members (staff is still responsible for the accuracy and formatting of the minutes)
- Maintain a minute book with signed minutes

Recommendations, requests and reports

As needed, near the beginning of City Council meetings, there will be an item called "Commission/Committee Reports." At this time, commissions/committees may present recommendations or status reports and may request direction and support from the City Council. Such requests shall be communicated to the staff liaison in advance, including any written materials, so that they may be listed on the agenda and distributed with the agenda packet. The materials being provided to the City Council must be approved by a majority of the commission/committee at a commission/committee meeting before submittal to the City Council. The City Council will receive such reports and recommendations and, after suitable study and discussion, respond or give direction.

City Council referrals

The city clerk shall transmit to the designated staff liaison all referrals and requests from the City Council for advice and recommendations. The commissions/committees shall expeditiously consider and act on all referrals and requests made by the City Council and shall submit reports and recommendations to the City Council on these assignments.

Public appearance of commission/committee members

When a commission/committee member appears in a non-official, non-representative capacity before the public, for example, at a City Council meeting, the member shall indicate that he or she is speaking only as an individual. This also applies when interacting with the media and on social media. If the commission/committee member appears as the representative of an applicant or a member of the public, the Political Reform Act may govern this appearance. In addition, in certain circumstances, due process considerations might apply to make a commission/committee member's appearance inappropriate. Conversely, when a member who is present at a City Council meeting is asked to address the City Council on a matter, the member should represent the viewpoint of the particular commission/committee as a whole (not a personal opinion.)

Disbanding of advisory body

Upon recommendation by the Chair or appropriate staff, any standing or special advisory body, established by the City Council and whose members were appointed by the City Council, may be declared disbanded due to lack of business, by majority vote of the City Council.

Meetings and officers

1. *Agendas/notices/minutes*
   - All meetings shall be open and public and shall conduct business through published agendas, public notices and minutes and follow all of the Brown Act provisions governing public meetings. Special, canceled and adjourned meetings may be called when needed, subject to the Brown Act provisions.
   - Support staff for each commission/committee shall be responsible for properly noticing and posting all regular, special, canceled and adjourned meetings. Copies of all meeting agendas, notices and minutes shall be provided to the City Council, city manager, city attorney, city clerk and other appropriate staff, as requested.
   - Original agendas and minutes shall be filed and maintained by support staff in accordance with the city's adopted records retention schedule.
   - The official record of the commissions/committees will be preserved by preparation of action minutes.
2. *Conduct and parliamentary procedures*
   - Unless otherwise specified by State law or city regulations, conduct of all meetings shall generally follow Robert's Rules of Order.
   - A majority of commission/committee members shall constitute a quorum and a quorum must be seated before official action is taken.
   - The Chair of each commission/committee shall preside at all meetings and the vice chair shall assume the duties of the Chair when the Chair is absent.
   - The role of the commission/committee Chair (according to Roberts Rules of Order): To open the session at the time at which the assembly is to meet, by taking the Chair and calling the members to order; to announce the business before the assembly in the order in which it is to be acted upon; to recognize members entitled to the floor; to state and put to vote all questions which are regularly moved, or necessarily arise in the course of the proceedings, and to announce the result of the vote; to protect the assembly from annoyance from evidently frivolous or dilatory motions by refusing to recognize them; to assist in the expediting of business in every compatible with the rights of the members, as by allowing brief remarks when undebatable motions are pending, if s/he thinks it advisable; to restrain the members when engaged in debate, within the rules of order, to enforce on all occasions the observance of order and decorum among the members, deciding all questions of order (subject to an appeal to the assembly by any two members) unless when in doubt he prefers to submit the question for the decision of the assembly; to inform the assembly when necessary, or when referred to for the purpose, on a point of order to practice pertinent to pending business; to authenticate by his/her signature, when necessary, all the acts, orders, and proceedings of the assembly declaring it will and in all things obeying its commands.
3. *Lack of a quorum*
   - When a lack of a quorum exists at the start time of a meeting, those present will wait 15 minutes for additional members to arrive. If after 15 minutes a quorum is still not present, the meeting will be adjourned by the staff liaison due to lack of a quorum. Once the meeting is adjourned it cannot be reconvened.
   - The public is not allowed to address those commissioners present during the 15 minutes the commission/committee is waiting for additional members to arrive.
   - Staff can make announcements to the members during this time but must follow up with an email to all members of the body conveying the same information.

- All other items shall not be discussed with the members present as it is best to make the report when there is a quorum present.

4. *Meeting locations and dates*
   - Meetings shall be held in designated city facilities, as noticed.
   - All commissions/committees with the exception of the Planning Commission, Finance and Audit Committee and Sister City Committee shall conduct regular meetings once a month. Special meetings may also be scheduled as required by the commission/committee. The Planning Commission shall hold regular meetings twice a month. The Finance and Audit Committee and Sister City Committee shall hold quarterly meetings.
   - Monthly regular meetings shall have a fixed date and time established by the commission/committee. Changes to the established regular dates and times are subject to the approval of the City Council. An exception to this rule would include any changes necessitated to fill a temporary need in order for the commission/committee to conduct its meeting in a most efficient and effective way as long as proper and adequate notification is provided to the City Council and made available to the public.

   The schedule of Commission/Committee meetings is as follows:
   - Complete Streets Commission – Every second Wednesday at 7 p.m.
   - Environmental Quality Commission – Every third Wednesday at 6:00 p.m.
   - Finance and Audit Committee – Third Wednesday of every quarter at 5:30 p.m.
   - Housing Commission – Every first Wednesday at 6:30 p.m.
   - Library Commission – Every third Monday at 6:30 p.m.
   - Parks and Recreation Commission – Every fourth Wednesday at 6:30 p.m.
   - Planning Commission – Twice a month at 7 p.m.
   - Sister City Committee – Quarterly; Date and time to be determined

   Each commission/committee may establish other operational policies subject to the approval of the City Council. Any changes to the established policies and procedures shall be subject to the approval of the City Council.

5. *Off-premises meeting participation*
   While technology allows commission/committee members to participate in meetings from a location other than the meeting location (referred to as "off-premises"), off-premises participation is discouraged given the logistics required to ensure compliance with the Brown Act and experience with technological failures disrupting the meeting. In the event that a commission/committee member believes that his or her participation is essential to a meeting, the following shall apply:
   - Any commission/committee member intending to participate from an off-premise location shall inform the staff liaison at least two weeks in advance of the meeting.
   - The off-premise location must be identified in the notice and agenda of the meeting.
   - Agendas must be posted at the off-premise location.
   - The off-premise location must be accessible to the public and be ADA compliant.
   - The commission/committee member participating at a duly noticed off-premises location does not count toward the quorum necessary to convene a meeting of the commission/committee.
   - For any one meeting, no more than one commission/committee member may participate from an off-premise location.
   - All votes must be by roll call.

6. *Selection of chair and vice chair*
   - The chair and vice chair shall be selected in May of each year by a majority of the members and shall serve for one year or until their successors are selected.
   - Each commission/committee shall annually rotate its Chair and Vice Chair.

<u>Memberships</u>

1. *Appointments/Oaths*
   - The City Council is the appointing body for all commissions/committees. All members serve at the pleasure of the City Council for designated terms.
   - All appointments and reappointments shall be made at a regularly scheduled City Council meeting, and require an affirmative vote of not less than a majority of the City Council present.
   - Before taking office, all members must complete an Oath of Allegiance required by Article XX, §3, of the Constitution of the State of California. All oaths are administered by the city clerk or his/her designee.
   - Appointments made during the middle of the term are for the unexpired portion of that term.

2. *Application and selection process*
   - The application process begins when a vacancy occurs due to term expiration, resignation, removal or death of a member.
   - The application period will normally run for a period of four weeks from the date the vacancy occurs. If there is more than one concurrent vacancy in a Commission, the application period may be extended. Applications are available from the city clerk's office and on the city's website.
   - The city clerk shall notify members whose terms are about to expire whether or not they would be eligible for reappointment. If reappointment is sought, an updated application will be required.
   - Applicants are required to complete and return the application form for each commission/committee they desire to serve on, along with any additional information they would like to transmit, by the established deadline. Applications sent by email are accepted; however, the form submitted must be signed.
   - After the deadline of receipt of applications, the city clerk shall schedule the matter at the next available regular City Council meeting. All applications received will be submitted and made a part of the City Council agenda packet for their review and consideration. If there are no applications received by the deadline, the city clerk will extend the application period for an indefinite period of time until sufficient applications are received.
   - Upon review of the applications received, the City Council reserves the right to schedule or waive interviews, or to extend the application process in the event insufficient applications are received. In either case, the city clerk will provide notification to the applicants of the decision of the City Council.
   - If an interview is requested, the date and time will be designated by the City Council. Interviews are open to the public.
   - The selection/appointment process by the City Council shall be conducted open to the public. Nominations will be made and a vote will be called for each nomination. Applicants receiving the highest number of affirmative votes from a majority of the City Council present shall be appointed.
   - Following a City Council appointment, the city clerk shall notify successful and unsuccessful applicants accordingly, in writing. Appointees will receive copies of the City's Non-Discrimination and Sexual Harassment policies, and disclosure statements for those members who are required to file under State law as designated in the City's Conflict of Interest Code. Copies of the notification will also be distributed to support staff and the commission/committee chair.
   - An orientation will be scheduled by the city clerk following an appointment (but before taking office) and a copy of this policy document will be provided at that time.
3. *Attendance*
   - An Attendance Policy (CC-91-001), shall apply to all advisory bodies. Provisions of this policy are listed below.
   - A compilation of attendance will be submitted to the City Council at least annually listing absences for all commissions/committee members.
   - Absences, which result in attendance at less than two-thirds of their meetings during the calendar year, will be reported to the City Council and may result in replacement of the member by the City Council.
   - Any member who feels that unique circumstances have led to numerous absences can appeal directly to the City Council for a waiver of this policy or to obtain a leave of absence.
   - While it is expected that members be present at all meetings, the chair and staff liaison should be notified if a member knows in advance that he/she will be absent.
   - When reviewing commissioners for reappointment, overall attendance at full commission meetings will be given significant consideration.
4. *Compensation*
   - Members shall serve without compensation (unless specifically provided) for their services, provided, however, members shall receive reimbursement for necessary travel expenses and other expenses incurred on official duty when such expenditures have been authorized by the City Council (See Policy CC-91-002.)
5. *Conflict of interest and disclosure requirements*
   - A Conflict of Interest Code has been updated and adopted by the City Council and the Community Development Agency pursuant to Government Code §87300 et seq. Copies of this Code are filed with the city clerk. Pursuant to the adopted Conflict of Interest Code, members serving on the Planning Commission are required to file a Statement of Economic Interest with the city clerk to disclose personal interest in investments, real property and income. This is done within 30 days of appointment and annually thereafter. A statement is also required within 30 days after leaving office.
   - If a public official has a conflict of interest, the Political Reform Act may require the official to disqualify himself or herself from making or participating in a governmental decision, or using his or her official position to influence a governmental decision. Questions in this regard may be directed to the city attorney.
6. *Qualifications, compositions, number*
   - In most cases, members shall be residents of the City of Menlo Park and at least 18 years of age.

- Current members of any other city commission/committee are disqualified for membership, unless the regulations for that advisory body permit concurrent membership. Commission/committee members are strongly advised to serve out the entirety of the term of their current appointment before seeking appointment on another commission/committee.
- Commission/committee members shall be permitted to retain membership while seeking any elective office. However, members shall not use the meetings, functions or activities of such bodies for purposes of campaigning for elective office.

7. *There shall be seven (7) members on each commission/committee with the exception of:*
   - Finance and Audit Committee – five (5) members
   - Housing Commission – seven (7) members
   - Complete Streets Commission – nine (9) members
   - Library Commission – eleven (11) members
8. *Reappointments, resignations, removals*
   - Incumbents seeking a reappointment are required to complete and file an application with the city clerk by the application deadline. No person shall be reappointed to a commission/committee who has served on that same body for two consecutive terms; unless a period of one year has lapsed since the returning member last served on that commission/committee (the one-year period is flexible subject to City Council's discretion.)
   - Resignations must be submitted in writing to the city clerk, who will distribute copies to City Council and appropriate staff.
   - The City Council may remove a member by a majority vote of the City Council without cause, notice or hearing.
9. *Term of office*
   - Unless specified otherwise, the term of office for all commission/committee shall be four (4) years unless a resignation or a removal has taken place.
   - If a person is appointed to fill an unexpired term and serves less than two years, that time will not be considered a full term. However, if a person is appointed to fill an unexpired term and serves two years or more, that time will be considered a full term.
   - Terms are staggered to be overlapping four-year terms, so that all terms do not expire in any one year.
   - If a member resigns before the end of his/her term, a replacement serves out the remainder of that term.
10. *Vacancies*
    - Vacancies are created due to term expirations, resignations, removals or death.
    - Vacancies are listed on the City Council agenda and posted by the city clerk in the City Council Chambers bulletin board and on the city website.
    - Whenever an unscheduled vacancy occurs in any commission/committee, a special vacancy notice shall be posted within 20 days after the vacancy occurs. Appointment shall not be made for at least 10 working days after posting of the notice (Government Code 54974.)

    On or before December 31 of each year, an appointment list of all regular advisory commissions/committees of the City Council shall be prepared by the city clerk and posted in the City Council Chambers bulletin board and on the city's website. This list is also available to the public. (Government Code 54972, Maddy Act.)

Roles and responsibilities

<u>Complete Streets Commission</u>

The Complete Streets Commission is charged primarily with advising the City Council on multi-modal transportation issues according to the goals and policies of the city's general plan. This includes strategies to encourage safe travel, improve accessibility, and maintaining a functional and efficient transportation network for all modes and persons traveling within and around the city. The Complete Streets Commission's responsibilities would include:

- Coordination of multi-modal (motor vehicle, bicycle, transit and pedestrian) transportation facilities
- Advising City Council on ways to encourage vehicle, multi-modal, pedestrian and bicycle safety and accessibility for the City supporting the goals of the General Plan
- Coordination on providing a citywide safe routes to school plan
- Coordination with regional transportation systems
- Establishing parking restrictions and requirements according to Municipal Code sections 11.24.026 through 11.24.028

<u>Environmental Quality Commission</u>

The Environmental Quality Commission is charged primarily with advising the City Council on matters involving environmental protection, improvement and sustainability. Specific focus areas include:

- Preserving heritage trees
- Using best practices to maintain city trees

- Preserving and expanding the urban canopy
- Making determinations on appeals of heritage tree removal permits
- Administering annual Environmental Quality Awards program
- Organizing annual Arbor Day Event; typically, a tree planting event
- Advising on programs and policies related to protection of natural areas, recycling and waste reduction, environmentally sustainable practices, air and water pollution prevention, climate protection, and water and energy conservation.

Finance and Audit Committee

The Finance and Audit Committee is charged primarily to support delivery of timely, clear and comprehensive reporting of the city's fiscal status to the community at large. Specific focus areas include:

- Review the process for periodic financial reporting to the City Council and the public, as needed
- Review financial audit and annual financial report with the City's external auditors
- Review of the resolution of prior year audit findings
- Review of the auditor selection process and scope, as needed

Housing Commission

The Housing Commission is charged primarily with advising the City Council on housing matters including housing supply and housing related problems. Specific focus areas include:

- Community attitudes about housing (range, distribution, racial, social-economic problems)
- Programs for evaluating, maintaining, and upgrading the distribution and quality of housing stock in the city
- Planning, implementing and evaluating city programs under the Housing and Community Development Act of 1974
- Members serve with staff on a loan review committee for housing rehabilitation programs and a first time homebuyer loan program
- Review and recommend to the City Council regarding the Below Market Rate (BMR) program
- Initiate, review and recommend on housing policies and programs for the city
- Review and recommend on housing related impacts for environmental impact reports
- Review and recommend on State and regional housing issues
- Review and recommend on the Housing Element of the General Plan
- The five most senior members of the Housing Commission also serve as the members of the Relocation Appeals Board (City Resolution 4290, adopted June 25, 1991.)

Library Commission

The Library Commission is charged primarily with advising the City Council on matters related to the maintenance and operation of the city's libraries and library systems. Specific focus areas include:

- The scope and degree of library activities
- Maintenance and protection of city libraries
- Evaluation and improvement of library service
- Acquisition of library materials
- Coordination with other library systems and long range planning
- Literacy and ESL programs

Parks and Recreation Commission

The Parks and Recreation Commission is charged primarily with advising the City Council on matters related to city programs and facilities dedicated to recreation. Specific focus areas include:

- Those programs and facilities established primarily for the participation of and/or use by residents of the city, including adequacy and maintenance of such facilities as parks and playgrounds, recreation buildings, facilities and equipment
- Adequacy, operation and staffing of recreation programs
- Modification of existing programs and facilities to meet developing community needs
- Long range planning and regional coordination concerning park and recreational facilities

Planning Commission

The Planning Commission is organized according to State Statute.

- The Planning Commission reviews development proposals on public and private lands for compliance with the General Plan and Zoning Ordinance.

- The Commission reviews all development proposals requiring a use permit, architectural control, variance, minor subdivision and environmental review associated with these projects. The Commission is the final decision-making body for these applications, unless appealed to the City Council.
- The Commission serves as a recommending body to the City Council for major subdivisions, rezoning's, conditional development permits, Zoning Ordinance amendments, General Plan amendments and the environmental reviews and Below Market Rate (BMR) Housing Agreements associated with those projects.
- The Commission works on special projects as assigned by the City Council.

Sister City Committee

The Sister City Committee is primary charged with promoting goodwill, respect and cooperation by facilitating cultural, educational and economic exchanges

- Develop a mission statement and program plan consisting of projects, exhibits, contacts and exchanges of all types to foster and promote the objectives of the mission statement
- Implement the approved program plan upon request of the City Council
- Keep the community informed concerning the Sister City program
- Advise the City Council on matters pertaining to any sister city affairs. Perform other duties as may be assigned to the committee by the City Council

Special advisory bodies

The City Council has the authority to create standing committees, task forces or subcommittees for the city, and from time to time, the City Council may appoint members to these groups. The number of persons and the individual appointee serving on each group may be changed at any time by the City Council. There are no designated terms for members of these groups; members are appointed by and serve at the pleasure of the City Council.

Any requests of city commissions or committees to create such ad hoc advisory bodies shall be submitted in writing to the city clerk for City Council consideration and approval.

Procedure history

Action	Date	Notes
Procedure adoption	1991	Resolution No. 3261
Procedure adoption	2001	
Procedure adoption	2011	
Procedure adoption	2013	Resolution No. 6169
Procedure adoption	2017	Resolution No. 6377
Procedure adoption	2019	Resolution No. 6477

Debt Management

City Council Procedure #CC-19-008
Adopted May 07, 2019
Resolution No. 6499

CITY OF MENLO PARK

Purpose
This debt policy is intended to comply with Government Code Section 8855(i), effective on January 1, 2017, and shall govern all debt undertaken by the City of Menlo Park ("Issuer".) The Issuer hereby recognizes that a fiscally prudent debt policy is required in order to: • Maintain the Issuer's sound financial position. • Ensure the Issuer has the flexibility to respond to changes in future service priorities, revenue levels, and operating expenses. • Protect the Issuer's creditworthiness. • Ensure that all debt is structured in order to protect both current and future taxpayers, ratepayers and constituents of the Issuer. • Ensure that the Issuer's debt is consistent with the Issuer's planning goals and objectives and capital improvement program or budget, as applicable Authority for this City Council policy is provided by City Council Resolution No. 6499, adopted on May 7, 2019. The debt policy may be amended by the City Council as it deems appropriate from time to time in the prudent management of the debt of the Issuer. Any approval of debt by the City Council that is not consistent with this debt policy shall constitute a waiver of this debt policy.
Section I. Purposes for which debt may be issued
1. Long-term debt. Long-term debt may be issued to finance the construction, acquisition, and rehabilitation of capital improvements and facilities, equipment, and land to be owned and operated by the Issuer. *1.1. Long-term debt financings are appropriate when the following conditions exist:* • When the project to be financed is necessary to provide basic services. • When the project to be financed will provide benefit to constituents over multiple years. • When total debt does not constitute an unreasonable burden to the Issuer and its taxpayers and ratepayers. • When the debt is used to refinance outstanding debt in order to produce debt service savings or to realize the benefits of a debt restructuring. *1.2. Long-term debt financings will not generally be considered appropriate for current operating expenses and routine maintenance expenses.* *1.3. The Issuer may use long-term debt financings subject to the following conditions:* • The project to be financed must be approved by the City Council. • The weighted average maturity of the debt (or the portion of the debt allocated to the project) will not exceed the average useful life of the project to be financed by more than 20 percent. • The Issuer estimates that sufficient revenues will be available to service the debt through its maturity. • The Issuer determines that the issuance of the debt will comply with the applicable state and federal law. 2. Short-term debt. Short-term debt may be issued to provide financing for the Issuer's operational cash flows in order to maintain a steady and even cash flow balance. Short-term debt may also be used to finance short-lived capital projects; for example, the Issuer may undertake lease-purchase financing for equipment. Financings on behalf of other entities. The Issuer may also find it beneficial to issue debt on behalf of other governmental agencies or private third parties in order to further the public purposes of Issuer. In such cases, the Issuer shall take reasonable steps to confirm the financial feasibility of the project to be financed and the financial solvency of any borrower and that the issuance of such debt is consistent with the policies set forth herein.

Section II. Types of debt

For purposes of this debt policy, "debt" shall be interpreted broadly to mean bonds, notes, certificates of participation, financing leases, or other financing obligations, but the use of such term in this debt policy shall be solely for convenience and shall not be interpreted to characterize any such obligation as an indebtedness or debt within the meaning of any statutory or constitutional debt limitation where the substance and terms of the obligation comport with exceptions thereto.

The following types of debt are allowable under this debt policy:

- general obligation bonds
- bond or grant anticipation notes
- lease revenue bonds, certificates of participation and lease-purchase transactions
- other revenue bonds and certificates of participation
- tax and revenue anticipation notes
- land-secured financings, such as special tax revenue bonds issued under the Mello-Roos Community Facilities Act of 1982, as amended, and limited obligation bonds issued under applicable assessment statutes
- tax increment financing to the extent permitted under state law
- conduit financings, such as financings for affordable rental housing and qualified 501(c)(3) organizations

The Issuer may from time to time find that other forms of debt would be beneficial to further its public purposes and may approve such debt without an amendment of this debt policy.

Debt shall be issued as fixed rate debt unless the Issuer makes a specific determination as to why a variable rate issue would be beneficial to the Issuer in a specific circumstance.

Section III. Relationship of debt to capital improvement program and budget

The Issuer is committed to long-term capital planning. The Issuer intends to issue debt for the purposes stated in this debt policy and to implement policy decisions incorporated in the Issuer's capital budget and the capital improvement plan.

The Issuer shall strive to fund the upkeep and maintenance of its infrastructure and facilities due to normal wear and tear through the expenditure of available operating revenues. The Issuer shall seek to avoid the use of debt to fund infrastructure and facilities improvements that are the result of normal wear and tear.

The Issuer shall integrate its debt issuances with the goals of its capital improvement program by timing the issuance of debt to ensure that projects are available when needed in furtherance of the Issuer's public purposes.

The Issuer shall seek to avoid the use of debt to fund infrastructure and facilities improvements in circumstances when the sole purpose of such debt financing is to reduce annual budgetary expenditures.

The Issuer shall seek to issue debt in a timely manner to avoid having to make unplanned expenditures for capital improvements or equipment from its general fund.

Section IV. Policy goals related to planning goals and objectives

The Issuer is committed to long-term financial planning, maintaining appropriate reserves levels, and employing prudent practices in governance, management, and budget administration. The Issuer intends to issue debt for the purposes stated in this Policy and to implement policy decisions incorporated in the Issuer's annual operations budget.

It is a policy goal of the Issuer to protect taxpayers, ratepayers, and constituents by utilizing conservative financing methods and techniques so as to obtain the highest practical credit ratings (if applicable) and the lowest practical borrowing costs.

The Issuer will comply with applicable state and federal law as it pertains to the maximum term of debt and the procedures for levying and imposing any related taxes, assessments, rates, and charges.

When refinancing debt, it shall be the policy goal of the Issuer to realize, whenever possible, and subject to any overriding non-financial policy considerations, (i) minimum net present value debt service savings equal to or greater than 3.0 percent of the refunded principal amount, and (ii) present value debt service savings equal to or greater than 100 percent of any escrow fund negative arbitrage.

Section V. Internal control procedures

When issuing debt, in addition to complying with the terms of this debt policy, the Issuer shall comply with any other applicable policies regarding initial bond disclosure, continuing disclosure, post-issuance compliance, and investment of bond proceeds.

The Issuer will periodically review the requirements of and will remain in compliance with the following:

- any continuing disclosure undertakings under SEC Rule 15(c)(2)-12,
- any federal tax compliance requirements, including without limitation arbitrage and rebate compliance, related to any prior bond issues, and
- the Issuer's investment policies as they relate to the investment of bond proceeds.

It is the policy of the Issuer to ensure that proceeds of debt are spent only on lawful and intended uses. Whenever reasonably possible, proceeds of debt will be held by a third-party trustee and the Issuer will submit written requisitions for such proceeds. The Issuer will submit a requisition only after obtaining the signature of the administrative services director. In those cases where it is not reasonably possible for the proceeds of debt to be held by a third-party trustee, the administrative services director shall retain records of all expenditures of proceeds through the final payment date for the debt.

Procedure history

Action	Date	Notes
Procedure adoption	May 07, 2019	Resolution No. 6499

Debt Disclosure

City Council Procedure #CC-19-009
Adopted May 07, 2019
Resolution No. 6499

CITY OF MENLO PARK

Purpose
This disclosure policy and procedure (the "Disclosure Procedure") of the City of Menlo Park (the "City") are intended to ensure that the city is in compliance with all applicable federal and state securities laws. Authority for this City Council policy is provided by City Council Resolution No. 6499, adopted on May 7, 2019.
Section I. Disclosure coordinator
The chief financial officer of the city shall be the disclosure coordinator of the city (the "Disclosure Coordinator".)
Section II. Review and approval of official statements
The disclosure coordinator of the city shall review any official statement prepared in connection with any debt issuance by the city in order to ensure there are no misstatements or omissions of material information in any sections that contain descriptions of information prepared by the city. In connection with its review of the official statement, the disclosure coordinator shall consult with third parties, including outside professionals assisting the city, and all members of city staff, to the extent that the disclosure coordinator concludes they should be consulted so that the official statement will include all "material" information (as defined for purposes of federal securities law.) As part of the review process, the disclosure coordinator shall submit all official statements to the City Council for approval. The cover letter used by the disclosure coordinator to submit the official statements shall be in substantially the form of Exhibit A. The approval of an official statement by the City Council shall be docketed as a new business matter and shall not be approved as a consent item. The City Council shall undertake such review as deemed necessary by the City Council, following consultation with the Disclosure Coordinator, to fulfill the City Council's responsibilities under applicable federal and state securities laws. In this regard, the Disclosure Coordinator shall consult with the City's disclosure counsel to the extent the Disclosure Coordinator considers appropriate.
Section III. Continuing disclosure filings
Under the continuing disclosure undertakings that the city has entered into in connection with its debt offerings, the city is required each year to file annual reports with the Municipal Securities Rulemaking Board's Electronic Municipal Market Access ("EMMA") system in accordance with such undertakings. Such annual reports are required to include certain updated financial and operating information, and the city's audited financial statements. The city is also required under its continuing disclosure undertakings to file notices of certain events with EMMA. The disclosure coordinator is responsible for establishing a system (which may involve the retention or one or more consultants) by which: a. the city will make the annual filings required by its continuing disclosure undertakings on a complete and timely basis, and the city will file notices of enumerated events on a timely basis.
Section IV. Public statements regarding financial information
Whenever the City makes statements or releases information relating to its finances to the public that are reasonably expected to reach investors and the trading markets, the city is obligated to ensure that such statements and information are complete, true, and accurate in all material respects.
Section V. Training
The disclosure coordinator shall ensure that the members of the city staff involved in the initial or continuing disclosure process and the City Council are properly trained to understand and perform their responsibilities. The disclosure coordinator shall arrange for disclosure training sessions conducted by the city's disclosure counsel. Such training sessions shall include education on these disclosure procedures, the city's disclosure obligations under applicable federal and state securities laws and the disclosure responsibilities and potential liabilities of members of the city's staff and members of the City Council. Such training sessions may be conducted using a recorded presentation.

Procedure history		
Action	Date	Notes
Procedure adoption	May 07, 2019	Resolution No. 6499

City Council Powers and Responsibilities

City Council Procedure #CC-19-010
Adopted November 12, 2019

CITY OF MENLO PARK

Purpose

The powers of the City Council to establish policy are quite broad. Essentially, the City Council may undertake any action related to city affairs other than those forbidden or preempted by state or federal law. Specifically, the City Council has the power, in the name of the city, to do and perform all acts and things appropriate to a municipal corporation and for the general welfare of its inhabitants which are not specifically forbidden by the Constitution and laws of the State of California.

It is important to note that the City Council acts as a body. No member has any extraordinary powers beyond those of other members. While the Mayor and Vice Mayor have some additional ceremonial and administrative responsibilities as described below, in the establishment execution of policies and procedures, all city councilmembers are equal.

It is also important to note that policy is established by at least a majority vote of the City Council. While individual city councilmembers may disagree with decisions of the majority, a decision of the majority does bind the City Council to a course of action. In turn, it is staff's responsibility to ensure the policy of the City Council is upheld. Actions of staff to pursue the policy direction established by a majority of the City Council do not reflect any bias against city councilmembers who held a minority opinion on an issue.

Appointment of City Council officers and City Council subcommittees

Selection of Mayor and Vice Mayor

The City Council shall meet in December of each year to choose one of its members as Mayor and one as Mayor Pro Tempore.[1] The City Council has determined that for the purpose of this policy, the "Mayor Pro Tempore" title shall be replaced with "Vice Mayor" beginning with the annual rotation in December 2019.

Mayor

The Mayor presides at all meetings of the City Council and performs such other duties consistent with the office as may be imposed by the City Council or by vote of the people. The Mayor does not possess any power of veto. As presiding officer of the City Council, the Mayor is to faithfully communicate the will of the City Council majority in matters of policy. The Mayor is also recognized as the official head of the city for all ceremonial purposes.

The Mayor, unless unavailable, shall sign all ordinances, and other documents that have been adopted by the City Council and require an official signature; except when the city manager has been authorized by City Council action to sign documents. In the event the Mayor is unavailable, the Vice Mayor's signature may be used.

The Mayor also consults and coordinates with the city manager and Vice Mayor in the development of agendas for meetings of the City Council. The Mayor shall appoint members of the Planning Commission, with the approval of the City Council[2], and the Mayor has additional roles and responsibilities in the event of a declared disaster including serving as chairperson of the Disaster Council[3].

Vice Mayor

The Vice Mayor shall perform the duties of the Mayor during the Mayor's absence, at the pleasure of the City Council.

Appointment of City Council subcommittees

City Council subcommittees, when used, are to help the City Council do its job. Subcommittees ordinarily will assist the City Council by preparing policy alternatives and implications for City Council deliberation. City Council subcommittees may not speak or act for the City Council. Subcommittees will be used sparingly and ordinarily in an ad hoc capacity. This policy applies to any group that is formed by City Council action, whether or not it is called a subcommittee. Unless otherwise stated, a subcommittee is deemed to be ad hoc and ceases to exist as soon as its task is complete. Standing subcommittees are City Council subcommittees with regular responsibilities as assigned by the City Council generally spanning more than a single year or project. Standing subcommittees are subject to the Open Meetings Act (Brown Act.) Ad hoc subcommittees are not listed below considering their limited nature.

[1] MPMC Section 2.04.120
[2] MPMC Section 2.12.020
[3] MPMC Section 2.44.040

Standing City Council subcommittees
Community grant funding
Rail

Appointment of City Councilmembers to outside boards and organizations

Typically, appointments to outside boards and organizations are made at the beginning of a City Council term in December. The Mayor will ask city councilmembers which appointments they desire and will submit recommendations to the full City Council regarding the various outside appointments. Certain appointments are reserved for the incumbent Mayor and Vice Mayor as primary and alternate members, respectively. Alternates shall also be appointed to ensure participation in the decision making processes of outside boards and organizations. In the instance where more than one city councilmember wishes to be appointed to an outside board or organization, a vote of the City Council will be taken to confirm appointment of the primary and alternate appointees. Outside boards and organization appointments are as follows:

Outside boards	**Notes**
Association of Bay Area Government (ABAG)	Incumbent Mayor and Vice Mayor
Bay Area Water Conservation Agency (BAWSCA)	4-year appointment
City/County Association of Governments (C/CAG)	
Emergency Services Council	
Peninsula Clean Energy Authority (PCE)	
San Francisquito Creek Joint Powers Authority	
South Bayside Waste Management Authority	

Outside organizations	**Notes**
Airport Community Roundtable	
Caltrain Modernization Local Policy Maker Group	Same members as the Rail Subcommittee
County of Santa Clara Community Resources Group for Stanford University	Same members as subcommittees pertaining to Stanford University
Facebook Local Community Fund	
Grand Boulevard Initiative Taskforce	
League of California Cities (League/LCC), including LCC Peninsula Division	Incumbent Mayor and Vice Mayor
Menlo Park Chamber of Commerce	Incumbent Mayor and Vice Mayor
San Mateo County Council of Cities City Selection Committee	Incumbent Mayor and Vice Mayor

As a City Council appointee to an outside board or organization, the appointee shall represent the policy set by the majority of the City Council at a public meeting. If the appointee is unclear as to the position of the City Council on a particular business item scheduled for vote at the outside board or organization, the appointee shall consult the full City Council under "City Councilmember Reports" section of the public meeting agenda or, if sufficient time is not available, consult the city manager.

Appointees to an outside board or organization shall report to the City Council under "City Councilmember Reports" following each meeting.

As a member of an outside board or organization, appointees must attend all regular scheduled meetings of the outside board or organization to ensure that Menlo Park has a voice on matters of significance to the community. If an appointee is not available, s/he shall coordinate with the alternate to ensure Menlo Park representation.

Appointment of advisory bodies and advisory body liaisons

Advisory bodies

The City Council has formed several commissions, committees, and taskforces, collectively referred to as "advisory bodies". The City Council shall adopt a City Council procedure to provide guidelines on the appointment, roles, and responsibilities[4] of the various advisory bodies excluding the Planning Commission which is established by Municipal Code[5] and is vested with statutory duties.

[4] MPMC Section 2.04.200
[5] MPMC Section 2.12.040

2019 Commissions	**2019 Committees/Taskforces**[6]
Complete Streets Commission	Belle Haven Neighborhood Library Advisory Committee
Environmental Quality Commission	Finance and Audit Committee
Housing Commission	Sister City Committee
Library Commission	Transportation Master Plan Oversight and Outreach Committee
Parks & Recreation Commission	
Planning Commission	

Liaisons to City Council advisory bodies
City councilmembers are assigned to serve in a liaison capacity with one or more City Council advisory bodies. The purpose of the liaison assignments is to facilitate communication between the City Council and the advisory body. The liaison also helps to increase the City Council's familiarity with the membership, programs, and issues of the advisory body. In fulfilling their liaison assignment, city councilmembers may elect to attend advisory body meetings periodically to observe the activities of the advisory body or simply maintain communication with the advisory body Chair on a regular basis.

Assignment of liaisons
Typically, advisory body liaison assignments are made at the beginning of a City Council term in December. The Mayor will ask city councilmembers which liaison assignments they desire and will submit recommendations to the full City Council regarding the assignments. In the instance where more than one city councilmembers wish to be the appointed liaison to a City Council advisory body, a vote of the City Council will be taken to confirm assignments.

City Councilmembers should be sensitive to the fact that they are not participating members of the advisory body but are there rather to create a linkage between the City Council and advisory body. In interacting with advisory bodies, city councilmembers are to reflect the views of the City Council as a body. Being an advisory body liaison bestows no special right with respect to advisory body business.

City Council relationship with advisory bodies
The City Council has determined that city councilmembers should not lobby advisory body members for particular votes. However, city councilmembers may attend meetings as residents and request that advisory body members consider certain issues during their deliberations or in unusual instances as city councilmembers to reflect the views of the City Council as a body.
City Councilmembers choosing to attend advisory body meetings should be sensitive to the fact that they are not participating members of the body. City Councilmembers have the rights, and only the rights, of ordinary citizens with respect to advisory bodies – including the right to write to and speak to the advisory body during public comment periods.

Appointment of city attorney and city manager

The City Council appoints two positions within the city organization: the city manager and city attorney. Both positions serve at the will of the City Council and have employment agreements that specify certain terms of employment including an annual evaluation by the City Council.

Appointment of city attorney
The city attorney is the legal adviser for the City Council, city manager and departments. The general legal responsibilities of the city attorney are to: 1) provide legal assistance necessary for formulation and implementation of legislative policies and projects; 2) represent the city's interest, as determined by the City Council, in litigation, administrative hearings, negotiations and similar proceedings; 3) prepare ordinances, resolutions, contracts and other legal documents to best reflect and implement the purposes for which they are prepared; and 4) keep the City Council and staff apprised of court rulings and legislation affecting the legal interest of the City. It is important to note that the city attorney does not represent individual city councilmembers, but the City Council as a whole.

Appointment of city manager
The city manager shall be appointed by the City Council solely on the basis of his or her executive and administrative qualifications and ability. He or she shall hold office at and during the pleasure of the City Council[7]. The city manager shall receive such compensation as the City Council from time to time determines and fixes by resolution and such compensation shall be a proper charge against such funds of the city that the City Council designates[8].

[6] 2019 Committees and taskforces all have City Councilmembers serving as voting members and no liaison is required.
[7] MPMC Section 2.08.010
[8] MPMC Section 2.08.060

The city manager shall be the administrative head of the city government under the direction and control of the city council, except as otherwise provided in the Municipal Code. He or she shall be responsible for the efficient administration of all the affairs of the city, which are under his or her control. In addition to his or her general powers as administrative head, and not as a limitation thereon, it shall be his or her duty and he or she shall have the power[9]:

1. Enforcement of laws. To see that all laws and ordinances of the city are duly enforced, and that all franchises, permits and privileges granted by the city are faithfully observed;

2. To direct, etc., officers and employees. To control, order and give directions to all heads of departments, subordinate officers, and employees of the city, except the city attorney; and to transfer employees from one (1) department to another, and to consolidate or combine offices, positions, departments or units under his or her direction;

3. Appointment and removal of officers and employees. To appoint and remove any officers and employees of the city except the city attorney, subject to the rules relating to personnel management;

4. Control of departments and officers and employees. To exercise control over all departments of the city government and over all appointive officers and employees thereof, except the city attorney;

5. Attendance at City Council meetings. To attend all meetings of the city council unless excused therefrom by the city council, except when his or her removal is under consideration by the city council;
6. Recommendation of ordinances. To recommend to the city council for adoption such measures and ordinances as he or she deems necessary or expedient;

7. Fiscal advice. To keep the City Council at all times fully advised as to the financial conditions and needs of the city;

8. Preparation of budget. To prepare and submit to the City Council the annual budget;

9. Purchases and expenditures. To purchase all supplies for all of the departments or divisions of the city. No expenditure shall be submitted or recommended to the City Council, except on report or approval of the city manager;

10. Investigation of city affairs. To make investigations into the affairs of the city, and any department or division thereof, and any contract, or the proper performance of any obligations running to the city;

11. Investigation of complaints. To investigate all complaints in relation to matters concerning the administration of the city government and in regard to the service maintained by public utilities in the city, and to see that all franchises, permits and privileges granted by the city are faithfully performed and observed;

12. Supervision of public buildings. To exercise general supervision over all public buildings, public parks and other public property which are under the control and jurisdiction of the City Council and not specifically delegated to a particular board or officer;

13. Approval of plans and designs. To exercise directly or through his or her designee discretionary approval of plans, designs and any design amendments or addenda for public improvement projects for which the city council has delegated authority to the city manager or which are within the city manager's discretionary authority. The city manager or his or her designee shall sign the plans and designs indicating approval;

14. Devotion of entire time to duties. To devote his or her entire time to the duties of his or her office and the interests of the city;

15. Leadership in civic movements. To provide leadership for civic movements designed to benefit the residents of the city when so authorized by the City Council;

16. Additional duties. To perform such other duties and exercise such other powers as may be delegated to him or her from time to time by ordinance or resolution of the City Council.

[9] MPMC Section 2.08.080

The City Council and its members shall deal with the administrative services of the city only through the city manager, except for the purpose of inquiry, and neither the City Council nor any members thereof shall give orders to any subordinates of the city manager[10].

City manager code of ethics
The city manager is subject to the International City/County Management Association (ICMA) professional code of ethics that binds the city manager to certain practices that are designed to ensure his or her actions are in support of the city's best interests. Violations of such standards can result in censure.

The mission of ICMA is to create excellence in local governance by developing and fostering professional local government management worldwide. To further this mission, certain principles, as enforced by ICMA Rules of Procedure, shall govern the conduct of every member of ICMA, who shall:

1. Be dedicated to the concepts of effective and democratic local government by responsible elected officials and believe that professional general management is essential to the achievement of this objective.

2. Affirm the dignity and worth of the services rendered by government and maintain a constructive, creative, and practical attitude toward local government affairs and a deep sense of social responsibility as a trusted public servant.

3. Be dedicated to the highest ideals of honor and integrity in all public and personal relationships in order that the member may merit the respect and confidence of the elected officials, of other officials and employees, and of the public.

4. Serve the best interests of the people.

5. Submit policy proposals to elected officials; provide them with facts and advice on matters of policy as a basis for making decisions and setting community goals; and uphold and implement local government policies adopted by elected officials.

6. Recognize that elected representatives of the people are entitled to the credit for the establishment of local government policies; responsibility for policy execution rests with the members.

7. Refrain from all political activities which undermine public confidence in professional administrators. Refrain from participation in the election of the members of the employing legislative body.

8. Make it a duty continually to improve the member's professional ability and to develop the competence of associates in the use of management techniques.

9. Keep the community informed on local government affairs; encourage communication between the citizens and all local government officers; emphasize friendly and courteous service to the public; and seek to improve the quality and image of public service.

10. Resist any encroachment on professional responsibilities, believing the member should be free to carry out official policies without interference, and handle each problem without discrimination on the basis of principle and justice.

11. Handle all matters of personnel on the basis of merit so that fairness and impartiality govern a member's decisions pertaining to appointments, pay adjustments, promotions, and discipline.

12. Public office is a public trust. A member shall not leverage his or her position for personal gain or benefit.

[10] MPMC Section 2.08.100

Appointment to vacancies on the City Council		
If a vacancy occurs in the office of a member of the City Council, an election shall be held to fill the vacancy. The person elected shall hold office for the unexpired term of the former incumbent. The election shall be held at the next regularly scheduled election held at least eighty-nine days after the vacancy is created.[11] The city councilmember elected to represent a district must reside in that district and be a registered voter in that district. Termination of residency in a district by a city councilmember shall create an immediate vacancy for that City Council district unless a substitute residence within the district is established within thirty (30) days after the termination of residency.[12]		
Procedure history		
Action	Date	Notes
Draft procedure presented	October 1, 2019	City Council directed edits
Procedure adoption	November 19, 2019	

[11] MPMC Section 2.04.190
[12] MPMC Section 2.04.220

City Councilmember Requests

City Council Procedure #CC-20-013
Adopted August 25, 2020

CITY OF MENLO PARK

Purpose
The purpose of this procedure is to provide transparency into requests by individual City Councilmembers that result in the use of staff time. The policy applies to all City Councilmembers equally and allows the full City Council to determine how to use limited city resources. For this procedure, a "City Councilmember request" is defined as a request to use city resources in a manner that exceeds the City Council approved budget, priorities, or work plan. This includes requests directed to the city manager, city attorney, and all city staff members. This procedure also applies to City Council appointed commissions and committees.
Requests to add items to a future agenda
<u>To make a request</u> To request consideration of an item at future City Council meetings, City Councilmembers may send the request via email to the city manager, with a copy to the Mayor and Vice Mayor, or via email to city.council@menlopark.org. The request must be received no later than two (2) business days prior to publication of the meeting agenda. The request will automatically appear under "City Council initiated items" at the end of the City Council's regular agenda. <u>Initial City Council consideration of request</u> As an agendized item under "City Council initiated items" the City Council may discuss the item and ask staff questions regarding preliminary scope, analysis, and resource requirements. After discussion, with a motion and second, the City Council may take one of the following actions: • Direct the city manager to prioritize staff resources to prepare a formal staff report for further City Council consideration and/or action, or • Direct the item to an advisory body for preparation of a formal staff report with no additional staff support required, or • Direct the city manager to prepare a formal staff report for further City Council consideration as resources are available, or • Defer action to the City Council's annual goal setting process. If the request does not receive sufficient City Council support, the item is not considered further. <u>City Council action</u> When the staff report is available, the report will be placed under "City Council initiated items" for City Council discussion and action at the next City Council meeting, regardless of agenda load management exercised by the Mayor, Vice Mayor, and city manager.
Request to modify operations or for special projects
<u>To make a request</u> To request consideration of a change in operations or for a special project, a City Councilmember may send the request via email to the city manager, with a copy to the Mayor and Vice Mayor, or via email to city.council@menlopark.org. The request must be received no later than two (2) business days prior to publication of the meeting agenda. The request will automatically appear under "City Council initiated items" at the end of the City Council's regular agenda. <u>Initial City Council consideration of request</u> As an agendized item under "City Council initiated items" the City Council may discuss the item and ask the city manager the preliminary assessment of the scope, analysis, and resource requirements of the request. After discussion, with a motion and second, the City Council may take one of the following actions: • Direct the city manager to prioritize staff resources to prepare a formal staff report for further City Council consideration and/or action, or • Direct the city manager to prepare a formal staff report for further City Council consideration as resources are available, or • Defer action to the City Council's annual budget process. If the request does not receive sufficient City Council support, the item is not considered further.

City Council action
When the staff report is available, the report will be placed under “City Council initiated items” for City Council discussion and action at the next City Council meeting, regardless of agenda load management exercised by the Mayor, Vice Mayor, and city manager.

Emergency and non-agendized items

Emergency and non-agendized items may be added to an agenda only in accordance with state law. Emergency items are only those matters affecting public health or safety such as work stoppages, disasters and other severe emergencies. Adding an emergency item requires a majority vote. Emergency items are very rare. An item that the City Council would like to act on after agenda posting is considered a non-agendized item.

Non-agendized items may be added to the agenda only if the City Council makes findings that (1) the need to consider the item arose after the posting of the agenda, and; (2) there is a need to take immediate action at this meeting of the City Council. These findings must be approved by a four-fifths vote; if less than five members of the City Council are present, the findings require a unanimous vote of those present.

Emergency and non-agendized items are not be used to bypass the City Councilmember request process above.

Procedure history

Action	Date	Notes
Draft procedure presented	July 18, 2020	City Council continued item to August 25, 2020
Procedure adoption	August 25, 2020	Draft procedure amended at City Council direction. Staff edit to clarify definition of a “non-agendized item”

Investment Policy

City Council Procedure #CC-20-020
Adopted August 11, 2020

CITY OF
MENLO PARK

Purpose
The City of Menlo Park (the "City"), incorporated in 1927, is located between San Francisco and Oakland on the North, and San Jose on the South. The city is governed by five members elected to City Council. Effective November 2018, the city began the transition from at-large elections to by-district elections. Three of the five City Councilmembers were elected by-district in November 2018. Two of the five City Councilmembers were elected at-large in November 2016 to four-year terms expiring in 2020. The transition to by-district elections will be complete in November 2020. The City Council has adopted this Investment Policy (the "Policy") in order to establish the investment scope, objectives, delegation of authority, standards of prudence, reporting requirements, internal controls, eligible investments and transactions, diversification requirements, risk tolerance, and safekeeping and custodial procedures for the investment of the unexpended funds of the city. All such investments will be made in accordance with the Policy and with applicable sections of the California Government Code. This Policy was endorsed and adopted by the City Council of the City of Menlo Park on the twentieth of August 2019. It replaces any previous investment policy or investment procedures of the city.
Scope
The provisions of this Policy shall apply to all financial assets of the city and the Community Development Agency of Menlo Park as accounted for in the city's comprehensive annual financial report, with the exception of bond proceeds, which shall be governed by the provisions of the related bond indentures or resolutions. All cash shall be pooled for investment purposes. The investment income derived from the pooled investment account shall be allocated to the contributing funds based upon the proportion of the respective average balances relative to the total pooled balance in the investment portfolio. Investment income shall be distributed to the individual funds on a quarterly basis.
Objectives
The city's funds shall be invested in accordance with all applicable municipal codes and resolutions, California statutes, and federal regulations, and in a manner designed to accomplish the following objectives, which are listed in priority order: 1. Preservation of capital and protection of investment principal. 2. Maintenance of sufficient liquidity to meet anticipated cash flows. 3. Attainment of a market value rate of return. Diversification to avoid incurring unreasonable market risks.
Delegation of authority
The management responsibility for the city's investment program is delegated annually by the City Council to the chief financial officer (the "CFO") pursuant to California Government Code Section 53607. The City's administrative services Director serves as the CFO. In the absence of the CFO, the finance and budget manager is authorized to conduct investment transactions. The CFO may delegate the authority to conduct investment transactions and to manage the operation of the investment portfolio to other specifically authorized staff members. The CFO shall maintain a list of persons authorized to transact securities business for the city. No person may engage in an investment transaction except as expressly provided under the terms of this policy. The CFO shall develop written administrative procedures and internal controls, consistent with this policy, for the operation of the city's investment program. Such procedures shall be designed to prevent losses of public funds arising from fraud, employee error, misrepresentation by third parties, or imprudent actions by employees of the city. The city may engage the support services of outside investment advisors in regard to its investment program, so long as it can be clearly demonstrated that these services produce a net financial advantage or necessary financial protection of the city's financial resources.

Prudence
The standard of prudence to be used for managing the city's investments shall be California Government Code Section 53600.3, the prudent investor standard which states, "When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency." The city's overall investment program shall be designed and managed with a degree of professionalism that is worthy of the public trust. The city recognizes that no investment is totally without risk and that the investment activities of the city are a matter of public record. Accordingly, the city recognizes that occasional measured losses may occur in a diversified portfolio and shall be considered within the context of the overall portfolio's return, provided that adequate diversification has been implemented and that the sale of a security is in the best long-term interest of the city. The CFO and authorized investment personnel acting in accordance with written procedures and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided that the deviations from expectations are reported in a timely fashion to the City Council and appropriate action is taken to control adverse developments.
Ethic and conflicts of interest
Elected officials and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program or could impair or create the appearance of an impairment of their ability to make impartial investment decisions. Employees and investment officials shall disclose to the city manager any business interests they have in financial institutions that conduct business with the city and they shall subordinate their personal investment transactions to those of the city. In addition, the city manager, the assistant city manager and the administrative services director shall file a Statement of Economic Interests each year pursuant to California Government Code Section 87203 and regulations of the Fair Political Practices Commission.
Authorized securities and transactions
All investments and deposits of the city shall be made in accordance with California Government Code Sections 16429.1, 53600-53609 and 53630-53686, except that, pursuant to California Government Code Section 5903(e), proceeds of bonds and any moneys set aside or pledged to secure payment of the bonds may be invested in securities or obligations described in the ordinance, resolution, indenture, agreement, or other instrument providing for the issuance of the bonds. Any revisions or extensions of these code sections will be assumed to be part of this policy immediately upon being enacted. However, in the event that amendments to these sections conflict with this policy or past city investment practices, the city may delay adherence to the new requirements when it is deemed in the best interest of the city to do so. In such instances, after consultation with the city's attorney, the CFO will present a recommended course of action to the City Council for approval. The city has further restricted the eligible types of securities and transactions as follows: 1. <u>United States treasury</u> bills, notes, bonds, or strips with a final maturity not exceeding five years from the date of trade settlement. 2. <u>Federal agency</u> debentures, federal agency mortgage-backed securities, and mortgage-backed securities with a final maturity not exceeding five years from the date of trade settlement. 3. <u>Federal instrumentality</u> (government-sponsored enterprise) debentures, discount notes, callable securities, step-up securities, and mortgage-backed securities with a final maturity not exceeding five years from the date of trade settlement. Subordinated debt may not be purchased. 4. <u>Medium-term notes</u> issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States. Medium-term notes shall have a final maturity not exceeding five years from the date of trade settlement and shall be rated at least "A" or the equivalent by a nationally recognized statistical ratings organization (NRSRO), at the time of purchase. 5. <u>Negotiable certificates of deposit</u> with a maturity not exceeding five years from the date of trade settlement, in state or nationally chartered banks or savings banks that are insured by the FDIC, subject to the limitations of California Government Code Section 53638. Certificates of Deposits may be purchased only from financial institutions that meet the credit criteria set forth in the section of this Investment Policy, "Selection of Banks and Savings Banks." Depending on their maturity, Negotiable Certificates of Deposit shall have a short-term

rating of at least A-1+ or the equivalent by a NRSRO at the time of purchase.

6. Non-negotiable certificates of deposit and savings deposits with a maturity not exceeding five years from the date of trade settlement, in FDIC insured state or nationally chartered banks or savings banks that qualify as a depository of public funds in the State of California as defined in California Government Code Section 53630.5. Deposits exceeding the FDIC insured amount shall be secured pursuant to California Government Code Section 53652.
7. Municipal and State obligations:
   A. Municipal bonds with a final maturity not exceeding five years from the date of trade settlement. Such bonds include registered treasury notes or bonds of any of the 50 United States and bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by a state or by a department, board, agency, or authority of any of the states. Such obligations must be rated at least "A", or the equivalent, by a NRSRO at the time of purchase.
   B. In addition, bonds, notes, warrants, or other evidences of indebtedness of any local agency in California, include bonds payable solely out of the revenues from a revenue- producing property owned, controlled, or operated by the local agency, or by a department, board, agency, or authority of the local agency. Such obligations must be rated at least "A", or the equivalent, by a NRSRO at the time of purchase.
8. Prime commercial paper with a maturity not exceeding 270 days from the date of trade settlement with the highest ranking or of the highest letter and number rating as provided for by a NRSRO. The entity that issues the commercial paper shall meet all of the following conditions in either sub-paragraph A. or sub-paragraph B. below:
   A. The entity shall (1) be organized and operating in the United States as a general corporation, (2) have total assets in excess of $500 million, and (3)
   B. The entity shall (1) be organized within the United States as a special purpose corporation, trust, or limited liability company, (2) have program-wide credit enhancements, including, but not limited to, over collateralization, letters of credit or surety bond, and (3) have commercial paper that is rated at least "A-1" or the equivalent or higher by a NRSRO.
9. Eligible banker's acceptances with a maturity not exceeding 180 days from the date of trade settlement, issued by a national bank with combined capital and surplus of at least $250 million, whose deposits are insured by the FDIC, and whose senior long-term debt is rated at least "A" or the equivalent by a NRSRO at the time of purchase.
10. Repurchase agreements with a final termination date not exceeding 30 days collateralized by the U.S. Treasury obligations, federal agency securities, or federal instrumentality securities listed in items #1 through #3 above, with the maturity of the collateral not exceeding five years. For the purpose of this section, the term collateral shall mean purchased securities under the terms of the city's approved Master Repurchase Agreement. The purchased securities shall have a minimum market value including accrued interest of 102% of the dollar value of the funds borrowed. Collateral shall be held in the city's custodian bank, as safekeeping agent, and the market value of the collateral securities shall be marked-to-the-market daily.
    Repurchase agreements shall be entered into only with banks and with broker/dealers who are recognized as Primary Dealers with the Federal Reserve Bank of New York, or with firms that have a primary dealer within their holding company structure. Repurchase agreement counterparties shall execute a city approved Master Repurchase Agreement with the city. The CFO shall maintain a copy of the city's approved Master Repurchase Agreement along with a list of the banks and broker/dealers who have executed same.
11. State of California's Local Agency Investment Fund (LAIF), pursuant to California Government Code Section 16429.1.
12. Money market funds registered under the Investment Company Act of 1940 which (1) are "no-load" (meaning no commission or fee shall be charged on purchases or sales of shares); (2) have a constant daily net asset value per share of $1.00; (3) invest only in the securities and obligations authorized in this Policy and (4) have a rating of at least "AAA" or the equivalent by at least two NRSROs.

Securities that have been downgraded to a level that is below the minimum ratings described herein may be sold or held at the city's discretion.

It is the intent of the city that the foregoing list of authorized securities and transactions be strictly interpreted. Any deviation from this list must be preapproved by resolution of the City Council.

Investment diversification

The city shall diversify its investments to avoid incurring unreasonable risks inherent in over-investing in specific instruments, individual financial institutions or maturities. Nevertheless, the asset allocation in the investment portfolio should be flexible depending upon the outlook for the economy, the securities markets, and the city's anticipated cash flow needs.

Securities shall not exceed the following maximum limits as a percentage of the total portfolio:

Type of security	Maximum percentage of the total portfolio
U.S. Treasury obligations	100%
Federal agency securities	100%†
Federal instrumentality securities†	100% †
Repurchase agreements	100%
Local government investment pools	100%
Aggregate amount of Certificates of deposit, negotiable and non-negotiable	25%
Aggregate amount of prime commercial paper*	25%
Aggregate amount of money market funds *	20%
Aggregate amount of municipal bonds*	30%
Aggregate amount of eligible banker's acceptances*	15%
Aggregate amount of medium-term notes*	30%

† No more than 20% of the city's total portfolio shall be invested in mortgage-backed securities.

*No more than 5% of the city's total portfolio shall be invested in any one issuer/financial institution and/or its affiliates.

Portfolio maturities and liquidity

To the extent possible, investments shall be matched with anticipated cash flow requirements and known future liabilities. The city will not invest in securities maturing more than five years from the date of trade settlement unless the City Council has, by resolution, granted authority to make such an investment at least three months prior to the date of investment. The sole maturity distribution range shall be from zero to five years from the date of trade settlement.

Selection of broker/dealers

The CFO shall maintain a list of broker/dealers approved for investment purposes, and it shall be the policy of the city to purchase securities only from those authorized firms. To be eligible, a firm must be licensed by the State of California as a broker/dealer as defined in Section 25004 of the California Corporations Code.

The city may engage the services of investment advisory firms to assist in the management of the portfolio and investment advisors may utilize their own list of approved Broker/Dealers. The list of approved firms shall be provided to the city on an annual basis or upon request.

In the event that an external investment advisory firm is not used in the process of recommending a particular transaction, each authorized broker/dealer shall be required to submit and annually update a city approved Broker/Dealer Information Request form which includes the firm's most recent financial statements. The CFO shall maintain a list of the broker/dealers that have been approved by the city, along with each firm's most recent broker/dealer information request form. The city may purchase commercial paper from direct issuers even though they are not on the approved broker/dealer list as long as they meet the criteria outlined in Item 8 of the authorized securities and transactions section of this Policy.

Competitive transactions

Each investment transaction shall be competitively transacted with authorized broker/dealers. At least three broker/dealers shall be contacted for each transaction and their bid and offering prices shall be recorded.

If the city is offered a security for which there is no other readily available competitive offering, the CFO will then document quotations for comparable or alternative securities.

Selection of banks and savings banks

The CFO shall maintain a list of authorized banks and savings banks that are approved to provide banking services for the city. To be eligible to provide banking services, a financial institution shall qualify as a depository of public funds in the State of California as defined in California Government Code Section 53630.5 and must be a member of the FDIC. The city shall utilize SNL Financial Bank Insight ratings to perform credit analyses on banks seeking authorization. The analysis shall include a composite rating and individual ratings of liquidity, asset quality, profitability and capital adequacy. Annually, the CFO shall review the most recent credit rating analysis reports performed for each approved bank. Banks that in the judgment of the CFO no longer offer adequate safety to the city shall be removed from the city's list of authorized banks. Banks failing to meet the criteria outlined above, or in the judgment of the CFO no longer offer adequate safety to the city, will be removed from the list. The CFO shall maintain a file of the most recent credit rating analysis reports performed for each approved bank. Credit analysis shall be performed on a semi-annual basis.

Safekeeping and custody

The CFO shall select one or more financial institutions to provide safekeeping and custodial services for the city, in accordance with the provisions of Section 53608 of the California Government Code. Custodian banks will be selected on the basis of their ability to provide services for the city's account and the competitive pricing of their safekeeping related services. The CFO shall maintain a file of the credit rating analysis reports performed semi-annually for each approved financial institution. A Safekeeping Agreement approved by the city shall be executed with each custodian bank prior to utilizing that bank's safekeeping services.

The purchase and sale of securities and repurchase agreement transactions shall be settled on a delivery versus payment basis. All securities shall be perfected in the name of the city. Sufficient evidence to title shall be consistent with modern investment, banking and commercial practices.

All investment securities purchased by the city will be delivered by book entry and will be held in third-party safekeeping by a city approved custodian bank, or its Depository Trust Company (DTC) participant account.

Portfolio performance

The investment portfolio shall be designed to attain a market rate of return throughout budgetary and economic cycles, taking into account prevailing market conditions, risk constraints for eligible securities, and cash flow requirements. The performance of the city's investments shall be compared to the average yield on the U.S. Treasury security that most closely corresponds to the portfolio's actual weighted average effective maturity. When comparing the performance of the city's portfolio, its rate of return will be computed net of all fees and expenses.

Portfolio review and reporting

Credit criteria and maximum percentages listed in this section refer to the credit of the issuing organization and/or maturity at the time the security is purchased. The city may, from time to time, be invested in a security whose rating is downgraded below the minimum ratings set forth in this policy. In the event a rating drops below the minimum allowed rating category for that given investment type, the administrative services director shall notify the city manager and/or designee and recommend a plan of action. Appropriate documentation of such a review, along with the recommended action and final decision shall be retained for audit.

Quarterly, the CFO shall submit to the City Council a report of the investment earnings and performance results of the city's investment portfolio. The report shall include the following information:
1. Investment type, issuer, date of maturity, par value and dollar amount invested in all securities, and investments and monies held by the city;
2. A description of the funds, investments and programs;
3. A market value as of the date of the report (or the most recent valuation as to assets not valued monthly) and the source of the valuation;
4. A statement of compliance with this Investment Policy or an explanation for not- compliance; and
5. A statement of the ability to meet expenditure requirements for six months, as well as an explanation of why money will not be available if that is the case.

Policy review

This investment policy shall be adopted by resolution of the City Council annually. It shall be reviewed at least annually to ensure its consistency with the overall objectives of preservation of principal, liquidity, yield and diversification and its relevance to current law and economic trends. Any amendments to the Policy shall be reviewed by the City's Finance/Audit Committee prior to being forwarded to the City Council for approval.

Procedure history

Action	Date	Notes
Procedure adoption	January 14, 1997	Resolution No. 4784
Procedure adoption	February 17, 1998	Resolution No. 4871
Procedure adoption	February 2, 1999	Resolution No. 5064

Procedure adoption	February 13, 2001	Resolution No. 5283
Procedure adoption	May 9, 2000	
Procedure adoption	February 5, 2002	Resolution No. 5362
Procedure adoption	June 24, 2003	Resolution No. 5457
Procedure adoption	June 20, 2004	Resolution No. 5545
Procedure adoption	August 15, 2005	Resolution No. 5616
Procedure adoption	July 25, 2006	Resolution No. 5960
Procedure adoption	July 31, 2007	Resolution No. 5759
Procedure adoption	September 23, 2008	Resolution No. 5825
Procedure adoption	September 1, 2009	Resolution No. 5886
Procedure adoption	August 31, 2010	Resolution No. 5957
Procedure adoption	September 27, 2011	Resolution No. 6028
Procedure adoption	September 18, 2012	Resolution No. 6103
Procedure adoption	October 15, 2013	Resolution No. 6171
Procedure adoption	August 19, 2014	Resolution No. 6221
Procedure adoption	August 25, 2015	Resolution No. 6286
Procedure adoption	September 13, 2016	Resolution No. 6343
Procedure adoption	August 20, 2019	
Procedure adoption	August 11, 2020	

Advisory Body Roles and Responsibilities

City Council Procedure #CC-20-005
Proposed September 8, 2020

CITY OF MENLO PARK

Purpose
To define policies and procedures and roles and responsibilities for City Council appointed advisory commissions and committees, collectively referred to as "advisory bodies."
Authority
Upon its original adoption, this policy replaced the document known as "Organization of Advisory Commissions of the City of Menlo Park." Most advisory bodies are established in accordance with Resolution No. 2801 and its amendments.
Advisory body roles
Within specific areas of responsibility, each advisory body has a primary role of advising the City Council on policy matters or reviewing specific issues and carrying out assignments as directed by the City Council or prescribed by the Menlo Park municipal code.
Annual work plan
Each advisory body develops an annual work plan to guide the advisory body's work. The work plan, once finalized by a majority of the advisory body, is transmitted to the City Council for review and approval by September 30 of each year. When modified, the work plan must be taken to the City Council for approval. Additional or other staff support may be provided upon a formal request to the City Council. Advisory bodies report on work plan progress at least annually, but recommended twice a year. Work plans contain the following: • Regular duties and responsibilities outlined in the advisory body's charter, • Adopted City Council priorities and work plan referred to the advisory body, • Advisory body identified issues, • Requests from advisory body member(s) determined by the staff liaison to take one hour or more of staff time to complete, and • Special operational procedures necessary to perform their duties.
Ad hoc City Council referrals
Upon referral by the City Council, the advisory bodies shall study referred matters and return their recommendations and advice to the City Council. With each such referral, the City Council may authorize the City staff to provide certain designated services to aid in the study. The city clerk shall transmit to the designated staff liaison all referrals and requests from the City Council for advice and recommendations. The advisory body shall expeditiously consider and act on all referrals and requests made by the City Council and shall submit reports and recommendations to the City Council on these assignments.
Staff liaison
The City shall provide staff services to advisory bodies through the assignment of a staff liaison, at the City Manager's discretion. Staff liaisons assist advisory bodies with: • Providing a schedule of meetings to the city clerk's office and advisory body members, arranging meeting locations, maintaining the minutes and other public records of the meeting, and preparing and distributing appropriate information related to the meeting agenda. • Advising the advisory body on City Council priorities and referrals. • Informing the advisory body of events, activities, policies, programs, etc. occurring within the scope of the advisory body function. • Ensuring the city clerk is informed of all vacancies, expired terms, changes in offices or any other changes to the advisory body. • Providing information to the appropriate appointed official including reports, actions and recommendations of the advisory body and notifying them of noncompliance by advisory body members with City policies. • Take action minutes; upon agreement of the advisory body, this task may be performed by one of the members. Staff maintains responsibility for the accuracy and formatting of the action minutes. • Maintain a minute book with signed minutes.

Members of the advisory body and the staff liaison shall be committed to maintaining a supportive and professional working environment. Advisory body members who are dissatisfied with City Council adopted procedure must direct their feedback to the City Councilmember liaison.
City Councilmember liaison
City Councilmember liaisons facilitate communication between the City Council and the advisory body. The City Councilmember liaison also helps to increase the City Council's familiarity with the membership, programs and issues of the advisory body. In fulfilling their liaison assignment, City Councilmembers may elect to attend advisory body meetings periodically to observe the activities of the advisory body or simply maintain communication with the advisory body chair on a regular basis. City Councilmembers liaisons should be sensitive to the fact that they are not participating members of the advisory body, but are there rather to create a linkage between the City Council and advisory body. In interacting with advisory body, City Councilmember liaisons are to reflect the views of the City Council as a body. Being an advisory body liaison bestows no special right with respect to advisory body business.
Relationship with staff
Advisory body members shall not become involved in the administrative or operational matters of City departments. Members may not direct staff to initiate major programs, conduct large studies or establish department policy. City staff assigned to furnish staff services shall be available to provide general staff assistance as outlined in the staff liaison section of this procedure. Advisory bodies may not establish department work programs or determine department program priorities. The responsibility for setting policy and allocating scarce City resources rests with the City's duly elected representatives, the City Council.
Speaking and acting on behalf of the City or advisory body
Advisory body members may only speak on behalf of their advisory body when authorized by a majority of the advisory body members at a properly noticed meeting. The staff liaison shall act as the advisory body's lead representative to the media concerning matters before the advisory body. Advisory body members should refer all media inquiries to their respective staff liaisons for response. Personal opinions and comments may be expressed so long as the advisory body member clarifies that his or her statements do not represent the position of the City Council. When an advisory body member appears in a non-official, non-representative capacity before the public, for example, at a City Council meeting, the member shall indicate that they are speaking only as an individual. This also applies when interacting with the media and on social media. If the advisory body member appears as the representative of an applicant or a member of the public, the Political Reform Act may govern this appearance. In addition, in certain circumstances, due process considerations might apply to make an advisory body member's appearance inappropriate. Conversely, when a member who is present at a City Council meeting is asked to address the City Council on a matter, the member should represent the viewpoint of the particular advisory body as a whole (not a personal opinion.)
Required training
All advisory body members will have mandatory training every two years regarding the Brown Act and parliamentary procedures, anti-harassment training, ethics training, and other training required by the City Council or State Law. The advisory body members may have the opportunity for additional training, such as training for chair and vice chair. Failure to comply with the mandatory training will be reported to the City Council and may result in replacement of the member by the City Council.
Disbanding advisory bodies
Upon recommendation by the Chair or appropriate staff, any advisory body may be declared disbanded due to lack of business, by majority vote of the City Council.

Complete Streets Commission
The Complete Streets Commission is charged primarily with advising the City Council on multi-modal transportation issues according to the goals and policies of the City's general plan. This includes strategies to encourage safe travel, improve accessibility, and maintaining a functional and efficient transportation network for all modes and persons traveling within and around the City. The Complete Streets Commission's responsibilities would include: • Coordination of multi-modal (motor vehicle, bicycle, transit and pedestrian) transportation facilities • Advising City Council on ways to encourage vehicle, multi-modal, pedestrian and bicycle safety and accessibility for the City supporting the goals of the general plan • Coordination on providing a citywide safe routes to school plan • Coordination with regional transportation systems • Establishing parking restrictions and requirements according to Municipal Code sections 11.24.026 through 11.24.028 Regular meeting schedule: Every second Wednesday at 7 p.m. Advisory body membership: Nine (9) members of the public
Environmental Quality Commission
The Environmental Quality Commission is charged primarily with advising the City Council on matters involving environmental protection, improvement and sustainability. Specific focus areas include advising on: Addressing climate change through plans, programs, and/or policies that reduce greenhouse gas emissions in the following sectors: buildings, transportation, and waste. Enhancing and/or creating sustainable building policies and programs for private and public development projects Reducing exposure to pollutants in the community Maximizing the urban canopy through programs and policies In addition to advising on the above topics, the commission does have decision making authority on making a determination for heritage tree appeals. Regular meeting schedule: Every third Wednesday quarterly at 6:00 p.m. Advisory body membership: Seven (7) members of the public
Finance and Audit Committee
The Finance and Audit Committee is charged primarily to support delivery of timely, clear and comprehensive reporting of the City's fiscal status to the community at large. Specific focus areas include: • Review the process for periodic financial reporting to the City Council and the public, as needed • Review financial audit and annual financial report with the City's external auditors • Review of the resolution of prior year audit findings • Review of the auditor selection process and scope, as needed Regular meeting schedule: Third Wednesday of every quarter at 5:30 p.m. Advisory body membership: Two (2) City Councilmembers and (5) members of the public
Housing Commission
The Housing Commission is charged primarily with advising the City Council on housing matters including housing supply and housing related problems. Specific focus areas include: • Inclusion of housing program information in city publications • Community outreach for awareness and input • El Camino Real/Downtown Specific Plan implementation as it relates to housing locations • General Plan and Housing Element updates Regular meeting schedule: Every first Wednesday at 6:30 p.m. Advisory body membership: Seven (7) members of the public

Library Commission

The Library Commission is charged primarily with advising the City Council on matters related to the maintenance and operation of the City's libraries and library systems. Specific focus areas include:

- The scope and degree of library activities
- Maintenance and protection of City libraries
- Evaluation and improvement of library service
- Acquisition of library materials
- Coordination with other library systems and long range planning
- Literacy and English as a second language (ESL) programs

Regular meeting schedule: Every third Monday at 6:30 p.m.
Advisory body membership: Seven (7) members of the public

Parks and Recreation Commission

The Parks and Recreation Commission is charged primarily with advising the City Council on matters related to City programs and facilities dedicated to recreation. Specific focus areas include:

- Provide high quality and inclusive programs and services that meet the diverse and changing needs of all Menlo Park residents and neighboring communities
- Ensure City Parks and Community Facilities are well-maintained, upgraded and/or expanded to improve accessibility and usage by a diverse population, while promoting sustainable environmental design and practices
- Improve class and program offerings, venues, partnerships and sponsorships to increase the quality and accessibility of educational, recreational, sporting, artistic, and cultural programs in the City of Menlo Park
- Support initiatives, partnerships and projects that intersect with the City's Park and Community Services resulting in well-coordinated efforts to meet the needs of residents

Regular meeting schedule: Every fourth Wednesday at 6:30 p.m.
Advisory body membership: Seven (7) members of the public

Special advisory bodies

The City Council has the authority to create standing committees, task forces or subcommittees for the City, and from time to time, the City Council may appoint members to these groups. The number of persons and the individual appointee serving on each group may be changed at any time by the City Council. There are no designated terms for members of these groups; members are appointed by and serve at the pleasure of the City Council.

Any requests of City commissions or committees to create such ad hoc advisory bodies shall be submitted in writing to the city clerk for City Council consideration and approval.

Procedure history

Action	Dates	Notes
Adopted	March 13, 2001	
Adopted	September 18, 2001	
Adopted	April 5, 2011	
Adopted	June 5, 2019	
Proposed	September 8, 2020	City Council continued to a future meeting

Advisory Body Appointments

City Council Procedure #CC-20-006
Proposed September 8, 2020

Purpose
To define procedure for appointments to advisory bodies of the City Council.
Authority
The City Council is the appointing body for all advisory bodies. All members serve at the pleasure of the City Council for designated terms.
Qualifications
In most cases, members shall be residents of the City of Menlo Park and at least 18 years of age. Current members of any other City advisory bodies or the Planning Commission are disqualified for membership, unless the regulations for that advisory body permit concurrent membership. All appointees are strongly advised to serve out the entirety of the term of their current appointment before seeking appointment on another body. Advisory body members shall be permitted to retain membership while seeking any elective office. However, members shall not use the meetings, functions or activities of such bodies for purposes of campaigning for elective office.
Application
All appointments and reappointments shall be made at a regular or special City Council meeting, and require an affirmative vote of not less than a majority of the City Council present. The application process begins when a vacancy occurs due to term expiration, resignation, removal or death of a member. The application period will normally run for a period of four weeks from the date the vacancy occurs. If there is more than one concurrent vacancy in an advisory body, the application period may be extended. Applications are available from the city clerk's office and on the City's website. The city clerk shall notify members whose terms are about to expire whether or not they would be eligible for reappointment. If reappointment is sought, an updated application will be requested or the outgoing member may request their previous application to be considered for appointment. Applicants are required to complete and return the application form for each advisory body they desire to serve on, along with any additional information they would like to transmit, by the established deadline. Applications sent by email are accepted; however, the form submitted must be signed.
Appointment process
After the deadline of receipt of applications, the city clerk shall schedule the matter at the next available City Council meeting. All applications received will be submitted and made a part of the City Council agenda packet for their review and consideration. If there are no applications received by the deadline, the city clerk will extend the application period for an indefinite period of time until sufficient applications are received. Upon review of the applications received, the City Council reserves the right to schedule or waive interviews, or to extend the application process in the event insufficient applications are received. In either case, the city clerk will provide notification to the applicants of the decision of the City Council. If an interview is requested, the date and time will be designated by the City Council. Interviews are open to the public. The selection/appointment process by the City Council shall be conducted open to the public. Nominations will be made and a vote will be called for each nomination. Applicants receiving the highest number of affirmative votes from a majority of the City Council present shall be appointed. Following a City Council appointment, the city clerk shall notify successful and unsuccessful applicants accordingly, in writing. Copies of the notification will also be distributed to support staff and the advisory body chair.

New appointee orientation

An orientation will be scheduled by the city clerk following an appointment (but before taking office) and a copy of all applicable City Council procedures for advisory bodies will be provided at that time. Appointees will receive copies of the City's Non-Discrimination and Sexual Harassment policies, and disclosure statements for those members who are required to file under State law as designated in the City's Conflict of Interest Code.
Before taking office, all members must complete an Oath of Allegiance required by Article XX, §3, of the Constitution of the State of California. All oaths are administered by the city clerk or his/her designee.

Conflict of interest and disclosure requirements

A Conflict of Interest Code has been updated and adopted by the City Council and the Community Development Agency pursuant to Government Code §87300 et seq. Copies of this Code are filed with the city clerk. If a public official has a conflict of interest, the Political Reform Act may require the official to disqualify himself or herself from making or participating in a governmental decision, or using his or her official position to influence a governmental decision. Questions in this regard may be directed to the city attorney.

Term of office

The term of office for all advisory bodies except the Finance and Audit Committee shall be four (4) years unless a resignation or a removal has taken place. The term of office for the Finance and Audit Committee shall be two (2) years. Terms are staggered to be overlapping four-year terms, so that all terms do not expire in any one year.

If a member resigns before the end of his/her term, a replacement serves out the remainder of that term. If a person is appointed to fill an unexpired term and serves less than two years, that time will not be considered a full term. However, if a person is appointed to fill an unexpired term and serves two years or more, that time will be considered a full term.

Reappointments, resignations, removals

Incumbents seeking a reappointment are required to complete and file an application with the city clerk by the application deadline. No person shall be reappointed to an advisory body who has served on that same body for two consecutive terms; unless a period of one year has lapsed since the returning member last served on that advisory body (the one-year period is flexible subject to City Council's discretion.)

Resignations must be submitted in writing to the city clerk, who will distribute copies to City Council and appropriate staff.

The City Council may remove a member by a majority vote of the City Council without cause, notice or hearing.

Vacancies

Vacancies are created due to term expirations, resignations, removals or death. Vacancies are listed on the City Council agenda and posted by the city clerk in the City Council Chambers bulletin board and on the city website.

Whenever an unscheduled vacancy occurs in any advisory body, a special vacancy notice shall be posted within 20 days after the vacancy occurs. Appointment shall not be made for at least 10 working days after posting of the notice (Government Code 54974.)

Compensation

Members shall serve without compensation (unless specifically provided) for their services, provided, however, members shall receive reimbursement for necessary travel expenses and other expenses incurred on official duty when such expenditures have been authorized by the City Council's "Travel and Meals Reimbursement" procedure.

Comprehensive list advisory body appointees

On or before December 31 of each year, an appointment list of all regular advisory bodies of the City Council shall be prepared by the city clerk and posted in the City Council Chambers bulletin board and on the City's website. This list is also available to the public (Government Code 54972, Maddy Act.)

Procedure history		
Action	Dates	Notes
Adopted	March 13, 2001	
Adopted	September 18, 2001	
Adopted	April 5, 2011	
Adopted	June 5, 2019	
Proposed	September 8, 2020	City Council continued to future meeting

Advisory Body Meetings

City Council Procedure #CC-20-007
Proposed September 8, 2020

CITY OF MENLO PARK

Purpose
To define the conduct of advisory body meetings.
Agendas, notices, and minutes
All meetings shall be open and public and shall conduct business through published agendas, public notices and minutes and follow all of the Brown Act provisions governing public meetings. Special, canceled and adjourned meetings may be called when needed, subject to the Brown Act provisions. Staff liaisons for each advisory body shall be responsible for properly noticing and posting all regular, special, canceled and adjourned meetings. Copies of all meeting agendas, notices and minutes shall be provided to the City Council, city manager, city attorney, city clerk and other appropriate staff, as requested. Original agendas, minutes and video recordings shall be filed and maintained by the staff liaison in accordance with the City's adopted records retention schedule. The official record of the advisory body will be preserved by preparation of action minutes. Meetings are open to the public and are recorded when held in the City Council Chambers or performed via videoconferencing.
Conduct and parliamentary procedures
Unless otherwise specified by State law or City regulations, conduct of all meetings shall generally follow Robert's Rules of Order. A majority of appointed advisory body members shall constitute a quorum and a quorum must be seated before official action is taken. The chair of each advisory body shall preside at all meetings and the vice chair shall assume the duties of the chair when the chair is absent. The role of the chair: • To open the session at the time at which the assembly is to meet, by taking the chair and calling the members to order; • To announce the business before the assembly in the order in which it is to be acted upon; • To recognize members entitled to the floor; • To state and put to vote all questions which are regularly moved, or necessarily arise in the course of the proceedings, and to announce the result of the vote; • To protect the assembly from annoyance from evidently frivolous or dilatory motions by refusing to recognize them; • To assist in the expediting of business in every compatible with the rights of the members, as by allowing brief remarks when undebatable motions are pending, if s/he thinks it advisable; • To restrain the members when engaged in debate, within the rules of order, • To enforce on all occasions, the observance of order and decorum among the members, deciding all questions of order (subject to an appeal to the assembly by any two members) unless when in doubt he prefers to submit the question for the decision of the assembly; • To inform the assembly when necessary, or when referred to for the purpose, on a point of order to practice pertinent to pending business; • To authenticate by his/her signature, when necessary, all the acts, orders, and proceedings of the assembly declaring it will and in all things obeying its commands.
Lack of a quorum
When a lack of a quorum exists at the start time of a meeting, those present will wait 15 minutes for additional members to arrive. If after 15 minutes a quorum is still not present, the meeting will be adjourned by the staff liaison due to lack of a quorum. Once the meeting is adjourned it cannot be reconvened. The public is not allowed to address those commissioners present during the 15 minutes the advisory body is waiting for additional members to arrive. Staff can make announcements to the members during this time but must follow up with an email to all members of the body conveying the same information. All other items shall not be discussed with the members present as it is best to make the report when there is a quorum present.

Meeting locations and dates
Meetings shall be held in designated City facilities, as noticed. All advisory bodies with the exception of Finance and Audit Committee shall conduct regular meetings once a month. The Finance and Audit Committee shall hold quarterly meetings. Special meetings may also be scheduled as required by the advisory body. Regular meetings shall have a fixed date and time established by the City Council's "Advisory Body Roles and Responsibilities" procedure. Changes to the established regular dates and times are subject to the approval of the City Council. An exception to this rule would include any changes necessitated to fill a temporary need in order for the advisory body to conduct its meeting in a most efficient and effective way as long as proper and adequate notification is provided to the City Council and made available to the public.
Videoconference meeting participation
Advisory body members may participate in advisory body meetings via videoconference as allowed under the City Council's "Videoconference Meeting Participation" procedure and in compliance with the open meetings act.
Attendance
Advisory body members are expected to attend at least two-thirds of the advisory body's meetings during the calendar year. A compilation of attendance will be submitted to the City Council at least annually listing absences for all advisory body members and may result in replacement of the member by the City Council. While it is expected that members be present at all meetings, the chair and staff liaison should be notified if a member knows in advance that they will be absent. Any member who feels that unique circumstances have led to numerous absences can appeal directly to the City Council for a waiver of this policy or to obtain a leave of absence. When reviewing commissioners for reappointment, overall attendance at full commission meetings will be given significant consideration.

Procedure history		
Action	Dates	Notes
Adopted	March 13, 2001	
Adopted	September 18, 2001	
Adopted	April 5, 2011	
Adopted	June 5, 2019	
Proposed	September 8, 2020	City Council continued to future meeting

Videoconference Meeting Participation

City Council Procedure #CC-20-014
Proposed August 25, 2020

CITY OF MENLO PARK

Purpose
The main purpose of videoconferencing is to enable face-to-face communication between two or more people in different locations. All city council, commission, and committee videoconference meetings shall be conducted on a standardized platform provided by the City. City council, commission and committee members are collectively referred to as "Members" for this policy.
Equipment
Members shall maintain equipment necessary for a videoconference including sufficient broadband access, webcam and microphone to participate in the meeting with minimal interruption. If the equipment requirement presents a hardship, a Member may submit an equipment request to the city clerk. Requests will be considered on a case-by-case basis. Staff will provide Members with links to technical specifications for the videoconference tool(s) used by the City.
Videoconference protocols
To promote public access to the City's deliberative process, the following guidelines shall be followed 1. Members shall control their own webcam and microphone throughout the meeting. 2. The chair may direct staff to mute microphones to minimize feedback. 3. To request to speak, Members shall raise their hand and the chair will recognize speakers one at a time. Microphones must remain on mute until recognized by the chair. 4. Members and the City staff liaison shall enable their webcam to the greatest extent possible during the meeting using a background furnished by the City. All other City staff shall remain off-camera until requested by the chair. 5. Only City staff is authorized to display meeting content (e.g., presentations, agendas, speaker timer, etc.) for the duration of the meeting; allowing keyboard and mouse controls to external consultants or presenters.
Public participation
To promote public participation, staff will provide the chair with an agenda outline to prompt for public input at the appropriate times in the meeting. The public may provide written public comment by emailing the staff liaison at least one-hour in advance of the meeting. Live, audio public comment can be provided using a traditional telephone, smartphone or other computer-assisted audio. If using a smartphone or computer audio, when the chair calls for public comment on an agenda item, the staff liaison will instruct the public to engage the "raised hand" feature to alert City staff of their live public comment. City staff will acknowledge the speaker by name and open their microphone for a period of 3-minutes; unless the chair has limited public comment speaker times. If the public is unable to utilize a microphone, the public may submit a written comment to the Members using the question window in the videoconference tool. A member of the public may only address the Members once per agenda item. All Members, public participants, and City staff should refrain from using the videoconferencing tool's chat or question feature outside of receiving non-audio public comment to avoid violating the Brown Act.

Procedure history

Action	Dates	Notes
Draft procedure presented	August 25, 2020	City Council continued item; edited to reflect City Council discussion and presented on September 8, 2020

City Councilmember Calendars

City Council Procedure #CC-20-016
Proposed September 8, 2020

CITY OF MENLO PARK

Purpose
To promote public transparency into the business meetings of City Councilmembers this procedure establishes the requirements for maintaining a publicly accessible calendar for each City Councilmember.
Responsibility
Each City Councilmember is responsible for keeping a weekly calendar disclosing meetings involving city business in compliance with this procedure.
Process
Staff will enable a “public” calendar on all City Councilmember email accounts. The public calendars will be accessible on the City website under the City Council page. Calendars shall be posted to the City’s website once a week, on Tuesday, by 7:30 a.m., for the previous seven (7) days. When the calendar is complete, the City Councilmember or the assisting staff member will notify the city clerk that their calendar is “ready for posting.” The city clerk’s office shall post the calendar as soon as possible thereafter. A complete calendar contains the following details for each meeting where City business is discussed: • Date, location and subject(s) • Attendee(s) • Gifts
Scheduled meeting date, time, location, and subject
The calendar details reflect the date of the meeting and a schedule start time and end time. Actual start or end time is optional. The calendar details also reflect the meeting location: • City-owned facility – for example City Hall, Senior Center, Main Library, Nealon Park; or • Public location – for example the name of a café, hotel or eatery; or • Private location – for example City Councilmember’s home or constituent’s home • Virtual – online or telephone. The calendar details also reflect the primary topic(s) discussed as initially intended. If the discussion includes a quasi-judicial matter raised at any point in the meeting, even if not the original subject of the meeting, the City Councilmember may disclose the ex-parte communication in their calendar details.
Attendees
Except as provided for below, the calendar detail reflects the primary parties in attendance including: • Member of the Menlo Park City Council, • Members of City Council appointed commissions and committees, • City staff, • City consultants/vendors/contract staff, or • Any individual or business with a development application pending or contemplated in the City of Menlo Park. Exceptions to the inclusion of primary parties in attendance include any publicly noticed meeting to which the public has access or meetings with any of the following individuals if requested by the other party requests confidentiality: • Residents, • Elected officials of other agencies, or • Members of the media.
Gifts
Calendar details include any gifts provided to the City Councilmember including physical items of any value, meals and alcoholic beverages, tickets to a fee-based admission event or activity, coupons for future discounts, etc. Gifts that exceed the limit set by the California Fair Political Practices Commission (FPPC) may trigger additional reporting.

Exemptions

The following types of meetings/information are exempt from this policy:

- Personal appointments;
- Information protected by the attorney-client or attorney work product privilege;
- Information regarding personnel or recruitment issues;
- Information about criminal investigations;
- Other similar privileged information.

Compliance

City staff will record the following compliance matters for all posted City Councilmember calendars and calendars that are not “ready for posting” by 7:30 a.m. Tuesdays.

- “Posted” – City Councilmember calendar was timely posted.
- “Unposted” – City Councilmember calendar was not posted in accordance with the procedure. When the City Councilmember remedies the unposted calendar, the city clerk’s office will report the remedy date.

A quarterly summary of posted/unposted calendars shall be transmitted to the full City Council as an informational item at their second regular meeting of each quarter.

Procedure history

Action	Dates	Notes
Draft procedure presented	September 8, 2020	Item continued without discussion. Resubmitted for consideration on October 6, edited by staff for simplicity and formatting

Regular Meeting Agenda

City Council Procedure #CC-20-017
Proposed September 22, 2020

Purpose
The City Council establishes the order of business for meetings through the adoption of a policy on meeting procedures. Technically, the order of the agenda is as follows: call to order and roll call; agenda approval and public announcements; proclamations and presentations study session; general public comment;; consent calendar; public hearings; regular business; informational items; City Councilmember requests; City Councilmember Reports (verbal); City Manager Report (verbal); adjournment. The following describes the various types of meeting components.
Call to order and roll call
The Mayor shall call the meeting to order and, by introduction of the City Councilmembers present, conduct roll call.
Agenda approval and public announcements
The City Council's first action at each meeting is to approve the agenda as presented or modified by a majority of the City Council. The Mayor or city manager has a public announcement of general importance to the community.
Proclamations and presentations
Study session
The purpose of a study session is to give the City Council a less formal and more interactive forum to discuss issues in advance of any official action to be taken. Staff often presents policy alternatives and is more directly engaged in the dialogue. While general direction may be given to staff, no formal action by the City Council can be taken in a study session. Public comment is limited to two minutes per commenter, unless modified by the Mayor, and typically follows staff's presentation and clarifying questions from City Councilmembers. Following public comment, the Mayor will open the floor for City Council discussion and, if applicable, provide direction to staff.
General public comment
Under general public comment the public may address the City Council on any subject that is within the City Council's jurisdiction and is not listed on the agenda. Each speaker may address the City Council once under general public comment for a limit of two (2) minutes unless modified by the Mayor. Speakers are encouraged to clearly state their name and address or political jurisdiction in which they live. The City Council cannot act on items not listed on the agenda and, therefore, the City Council cannot respond to non-agenda issues brought up under general public comment other than to provide general information. For items on the agenda, the Mayor will call for public comment at the appropriate time in the meeting. Written comments Members of the public are encouraged to present written comments, in advance of the meeting via email to city.council@menlopark.org, web form link accessible on the agenda, or voicemail. Advance written comments allow the member of the public to fully communicate their thoughts on non-agendized items. The city clerk shall distribute written comments to the City Council and attach the comments to the meeting minutes. Materials, videos, and displays Videos, presentations or similar display requests may accompany in-person testimony but are subject to the same speaking time limits. Prior notice and coordination with the city clerk is required and the Mayor reserves the privilege to limit such requests as necessary for the effective conduct of the meeting. Speakers may only address the City Council upon recognition by the Mayor and should address their comments directly to the City Council.

Consent calendar
Those items on the City Council agenda that are considered to be of a routine and noncontroversial nature by the city manager are placed on the “consent calendar.” These items shall be approved, adopted, accepted, etc., by one motion of the City Council. Typical consent calendar items include the final reading and adoption of ordinances, various resolutions approving agreements, awards of contracts, minor budgetary adjustments, meeting minutes, status reports, and reports of routine City operations City Councilmembers may request that any item listed under “consent calendar” be removed from the consent calendar, and the City Council will then take action separately on this item. A member of the public may request that an item listed under “consent calendar” be removed and City Council action taken separately on the item; the City Council must concur with such a request. Items that are removed (“pulled”) by City Councilmembers for discussion will typically be heard after other consent calendar items are approved unless the majority of the City Council chooses an earlier or later time. City Councilmembers are encouraged to contact the city manager’s office before 12 p.m. (“noon”) on the day of a City Council meeting day to provide notification of items to be “pulled” from the consent calendar. This practice allows the city manager to notify staff that may need to be present to respond to “pulled” items. Equally important, it also allows the city manager to inform staff who do not need to be present at the meeting. Unless contacted in advance of the meeting with sufficient time, the presumption is that staff will not be present.
Public hearing
In the case of public hearings, the Mayor must open and close the hearing. No member of the public shall be permitted to address the City Council or the staff from the audience, except at the discretion of the presiding officer (Mayor). Public comment on public hearings normally follows staff’s presentation of their report, clarifying questions from City Councilmembers and applicant comments as necessary and appropriate. Typically, applicants or appellants are limited to a maximum of 10 minutes. The City Council will then hear public comment.
Regular business
<u>Regular business – without staff presentation</u> Items is for routine regular business items with no staff presentations. The City Council is asked to take public comment on all items at the same time and take individual action on each item. Similar to the consent calendar, items include the final reading and adoption of ordinances, various resolutions approving agreements, awards of contracts, minor budgetary adjustments, meeting minutes, status reports, and reports of routine City operations. <u>Regular business – with staff presentation</u> Regular items are shown on the agenda and are normally taken in the order listed. The City Council considers recommendations from City staff on policy matters or administrative actions that require City Council approval. Public comment For regular business – without staff presentation, the public comment will be called for all agenda items under this heading. For regular business with staff presentation, public comment is limited to two minutes per speaker, unless modified by the Mayor, and typically follows staff’s presentation and clarifying questions from City Councilmembers. Following public comment, the Mayor will open the floor for City Council discussion and provide direction to staff or take action.
Informational items
Informational items may contain a status update, background report or a preview of a larger item coming before the City Council at a future meeting. City Councilmembers are encouraged to contact the city manager’s office before 12 p.m. (“noon”) on the day of a City Council meeting day to provide notification of information items to be “pulled” for discussion at the end of the meeting. This practice allows the city manager to notify staff that may need to be present to respond to “pulled” items. Equally important, it also allows the city manager to inform staff who do not need to be present at the meeting. Unless contacted in advance of the meeting with sufficient time, the presumption is that staff will not be present.
City Councilmember reports

Provides City Councilmembers an opportunity to introduce matters not currently before the City Council, including brief announcements and report outs on meetings attended. Examples of appropriate communications would be information of general interest received from outside agencies, comments or inquiries received from the public, or announcements of interest to the public.

State law provides that the City Council can take action only on such matters that have been noticed at least three days (72 hours) in advance of the regular meeting, or 24 hours in the case of a special meeting, unless special circumstances are found to exist (as mentioned above). Formal action or approval on non-agendized items is not allowed, and such items should be placed on the agenda of the next available meeting.

City Manager reports

Provides the city manager an opportunity to communicate announcements to the City Council and members of the public.

Procedure history

Action	Dates	Notes
Draft procedure presented	September 8, 2020	

Closed Session Meetings

City Council Procedure #CC-20-018
Proposed September 8, 2020

Purpose
The ability of the City Council to conduct sessions not open to the public is restricted by state law to ensure open proceedings. This procedure outlines certain defined circumstances exist wherein a city council may meet without the public in attendance.
Circumstances for closed sessions
Real property: The purchase, sale, exchange or lease of real property with the City's negotiator; the real property and the person(s) with whom the City may negotiate must be announced in open session before the closed session (GC §54956.8). Litigation: Pending or a significant exposure to litigation or the decision to initiate litigation; the litigation title must be identified in open session before the closed session unless the City Council states that to do so would jeopardize its ability to conclude existing settlement negotiations or effectuate service of process. Compensation: Salaries and benefits of employees; City Council meets in closed session to review its position and instruct designated representatives (GC §54957.6). Personnel: A closed session is held to discuss the appointment, employment, evaluation of performance, or dismissal of a public employee, or to hear a complaint against the employee unless the employee requests a public hearing (GC §54957.6).
Scheduling
Typically, closed sessions will be scheduled before the public portions of the meeting or at the end of the meeting after public business has been concluded. This is done so public portions of the meeting are not interrupted by closed sessions. In addition, such sessions may require the attendance of special legal counsel and consultants. In an attempt to manage the costs of these professionals, it is beneficial to conduct closed sessions at a time certain. On occasion, during the course of a regular meeting, an issue arises that requires the City Council to adjourn to a closed session on the advice of the city attorney. Closed session meetings may also be scheduled as special meetings.
Public comment
Prior to closed session, any member of the public may address the City Council on the closed session item as it appears on the agenda. Once the Mayor closes public comment, members of the public and staff or consultants not contributing to the closed session shall leave the meeting.
Report out of closed session
At the next agendized meeting of the City Council, the Mayor shall report any action taken by the City Council in closed session.
Disclosure of closed session content or substance
It is critical to stress that there shall be no disclosure of closed session confidential information. City Councilmembers, employees of the City, or anyone else present shall not disclose to any person, including affected/opposing parties, the press or anyone else, the content or substance of any discussion which takes place in a closed session without City Council direction and concurrence. Whenever possible, written reports received for closed session items will be turned in at the end of the meeting.

Procedure history

Action	Dates	Notes
Draft procedure presented	September 8, 2020	City Council continued to future meeting

Legislative Advocacy

City Council Procedure #CC-20-021
Proposed/Adopted XX XX, XXXX

CITY OF MENLO PARK

State legislation, propositions
The City has been a member of the League of California Cities for many years. In addition, the City has a representative on the City/County Association of Governments (C/CAG.) Both of these groups actively track legislation at the state level. Either through the advisories received from these two organizations or as a result of City staff following key legislative bills of importance to the City, the Council is at times requested to take a position or an action on pending state legislation. Unless Council has previously acted on a similar bill in the recent past, in which the City's position is clear, the Council has a practice of requiring analysis and discussion of bills before taking an official position. The analysis includes a summary of the legislation's purpose and a listing of those entities both in support of and against the proposed legislation. As a framework for screening bills that are pending to determine if the City should weigh in, Appendix B serves as a Legislative Policy Guide, with the explicit understanding that the City will express itself on legislation dealing with issues that will directly affect its financial stability or effective operation, and that the City may enter into alliances with other entities to promote common goals.
Legislative policy guide (Appendix B)
The City Council of Menlo Park believes: • In conducting the business of government with openness, respect, and civility, and including the involvement of all stakeholders in establishing goals and in solving problems. • The vitality of cities is dependent upon their fiscal stability and local autonomy, and that local self-governance is the cornerstone of democracy. Therefore, • The City supports legislation that reflects the need to conduct the public's business in public. • The City opposes legislation that mandates costly and unnecessary procedures. • The City supports the use of the general plan as a guide to meeting community planning needs, and opposes mandatory review or approval by another level of government and legislation that restricts the land use authority of cities. • The City emphasizes efficiency and effectiveness to achieve the best possible use of city resources and believes the state should implement fiscal and legislative reforms in order to allow local government to adequately finance its service responsibilities, with accountability to the taxpayers for its programs. • The City supports additional funding for local transportation and other critical unmet infrastructure needs and enhanced autonomy for local transportation decision-making. • The City supports strategic alliances with counties, schools, other cities and local agencies, nonprofit and civic organizations and business and professional associations.

Procedure history

Action	Date	Notes

CITY OF MENLO PARK

STAFF REPORT

City Council	
Meeting Date:	**2/9/2021**
Staff Report Number:	**21-033-CC**
Informational Item:	**Review user fee cost recovery fiscal policy (City Council Procedure #CC-10-001)**

Recommendation

This item is informational and does not require action by City Council. Staff will return with a study session February 23, 2021 to seek additional direction regarding the cost recovery policy.

Policy Issues

The City Council adopts fees to recover the cost for services to minimize the demand on general taxes for services that have an individual benefit. To guide the establishment of fees, the City Council adopted a User Fee Cost Recovery policy, #CC-10-001, Attachment A, March 9, 2010.

Background

The City charges fees for services for a variety of user fees to recover the City's reasonable costs to provide the service as supported by a comprehensive cost of services study. The fees are captured in the master fee schedule which the City Council reviews periodically and typically in March in order to take effect at the start of the subsequent fiscal year. The most recent cost of services study was presented to City Council in February 2018, Attachment B, and master fee schedules were adopted in April 2018 with effective dates of July 1, 2018, and July 1, 2019.

Since the initial adoption of the City's cost recovery policy in March 2010, the City has made incremental changes to the mix of services offered and fees charged. Concluding in April 2016, a wide range of community services offered by the City were reviewed to confirm that they met the target cost recovery ranges outlined in the policy. This background analysis is provided in Attachment C.

Analysis

The City Council's cost recovery policy provides a framework for many services offered to the community and the revenues expected to be generated from those services. At its most recent review of the master fee schedule and cost recovery policy, the City Council provided direction to eliminate subsidies for a wide range of development review functions (planning, building and engineering) and to continue to provide some subsidies for programming in other areas, primarily related to community services. The cost recovery policy includes several categories of recovery expectations, including:

- Low Recovery Expectations (0% - 30%) - low to zero recovery is expected for programs in this category as the community benefits from the service. Non-resident fees if allowed may provide medium cost recovery.
  - In general, low cost programs or activities in this group provide a community wide benefit. These

programs and activities are generally youth programs or activities enhancing the health, safety and livability of the community and therefore require the removal of a cost barrier for optimum participation. Recreation programming geared toward the needs of teens, youth, seniors, persons with disabilities, and/or those with limited opportunities for recreation are included.

- Medium Recovery Expectations (30% to 70%) - recovery of most program costs incurred in the delivery of the service, but without recovery of any of the costs which would have been incurred by the department without the service. Both community and individuals benefit from these services. Non-resident fees if allowed may provide high cost recovery.

- High Recovery Expectations (70% to 100%) - present when user fees charged are sufficient to support direct program costs plus up to 100% of department administration and city overhead associated with the activity. Individual benefit foremost and minimal community benefit exists. Activities promote the full utilization of parks and recreation facilities.

The policy serves to provide guidance on not only programming decisions, particularly for the discretionary services provided by the library and community services department (LCS), but also as an integral component in the development of the City's annual operating budget. One result of the public health emergency prompted by the novel coronavirus is that the range of services offered by the City has been substantially curtailed since March 2020 and further review and direction is necessary to plan for future service reactivation. The guidance provided by the cost recovery policy is a critical component in this reactivation analysis.

Next steps

1. Cost recovery policy study session – February 23, 2021. Staff will return with a study session to receive direction on adjustments to the cost recovery policy, including expected levels for categories of services.
2. Cost recovery policy update – March 9, 2021. Staff will incorporate direction received at the study session to update the cost recovery policy and formalize changes.
3. Master fee schedule public hearing – April 13, 2021. Staff will incorporate any cost recovery policy changes into the master fee schedule and hold a public hearing for adoption of new fees effective July 1, 2021.

Impact on City Resources

Programming decisions and revenue expectations are incorporated into the city manager's proposed budget and will guide the development of the operating budget for fiscal year 2021-22. Staff capacity to receive direction and incorporate changes to the cost recovery policy and master fee schedule are included in the amended fiscal year 2020-21 budget.

Environmental Review

This action is not a project within the meaning of the California Environmental Quality Act (CEQA) Guidelines §§ 15378 and 15061(b)(3) as it will not result in any direct or indirect physical change in the environment.

Public Notice

Public notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting.

Attachments

A. User fee cost recovery policy, City Council Procedure #CC-10-001
B. Hyperlink – City Council Staff Report #18-042-CC: menlopark.org/DocumentCenter/View/16647/E1---Cost-of-services-study?bidId=
C. Hyperlink – City Council Staff Report #16-011-PRC: menlopark.org/DocumentCenter/View/10078/G1-Staff-Report-regarding-Cost-Recovery-Analysis?bidId

Report prepared by:
Dan Jacobson, Assistant Administrative Services Director

City of Menlo Park			Fiscal Policy
Department City Council		**Page 1 of 11**	**Effective Date** 03/09/10
Subject User Fee Cost Recovery		**Approved by** Minute Order March 9, 2010	**Procedure #** CC-10-0001

Purpose:
A clear User Fee Cost Recovery Policy will allow the City of Menlo Park to provide an ongoing, sound basis for setting fees that allows charges and fees to be periodically reviewed and updated based on predetermined, researched and supportable criteria that can be made available to the public.

Background:
In 2005 the *Your City/Your Decision* community driven budget process provided community direction and initial information on approaches to cost recovery of services. In 2007, the Cost Allocation Plan provided further basis for development of a standardized allocation system by providing a methodology for data-based distribution of administrative and other overhead charges to programs and services. The Cost of Services Study completed in 2008 allowed the determination of the full cost of providing each service for which a fee is charged and laid the final groundwork needed for development of a values-based and data-driven User Fee Cost Recovery Policy. A draft User Fee Cost Recovery Policy was presented for consideration by the Council at a Study Session on February 10, 2009. Comments and direction from the Study Session were used to prepare this Fiscal Policy.

Policy:
The policy has three main components:
- Provision for ongoing review
- Process of establishing cost recovery levels
  - Factors to be Considered
- Target Cost Recovery Levels
  - Social Services and Recreation Programs
  - Development Review Programs
  - Public Works
  - Police
  - Library
  - Administrative Services

Provision for ongoing review
Fees will be reviewed at least annually in order to keep pace with changes in the cost of living and methods or levels of service delivery. In order to facilitate a fact-based approach to this review, a comprehensive analysis of the city's costs and fees should be made at least every five years. In the interim, fees will be adjusted by annual cost factors reflected in the appropriate program's operating budget.

Process of establishing service fee cost recovery levels
The following factors will be considered when setting service fees and cost recovery levels:

1. Community-wide vs. special benefit
   - The use of general purpose revenue is appropriate for community-wide services while user fees are appropriate for services that are of special benefit to individuals or groups. Full cost recovery is not always appropriate.
2. Service Recipient Versus Service Driver
   - Particularly for services associated with regulated activities (development review, code enforcement), from which the community primarily benefits, cost recovery from the "driver" of the need for the service (applicant, violator) is appropriate.
3. Consistency with City public policies and objectives
   - City policies and Council goals focused on long term improvements to community quality of life may also impact desired fee levels as fees can be used to change community behaviors, promote certain activities or provide funding for pursuit of specific community goals, for example: health and wellness, environmental stewardship.

4. Impact on demand (elasticity)
   - Pricing of services can significantly impact demand. At full cost recovery, for example, the City is providing services for which there is a genuine market not over-stimulated by artificially low prices. Conversely, high cost recovery may negatively impact lower income groups and this can work against public policy outcomes if the services are specifically designed to serve particular groups.
5. Discounted Rates and Surcharges
   - Rates may be discounted to accommodate lower income groups or groups who are the target of the service, such as senior citizens or residents.
   - Higher rates are considered appropriate for non-residents to further reduce general fund subsidization of services.
6. Feasibility of Collection
   - It may be impractical or too costly to establish a system to appropriately identify and charge each user for the specific services received. The method of assessing and collecting fees should be as simple as possible in order to reduce the administrative cost of collection.

Target cost recovery levels

1. Low cost recovery levels (0% – 30%) are appropriate if:
   - There is no intended relationship between the amount paid and the benefit received
   - Collecting fees is not cost-effective
   - There is no intent to limit use of the service
   - The service is non-recurring
   - Collecting fees would discourage compliance with regulatory requirements
   - The public at large benefits even if they are not the direct users of the service

2. High cost recovery levels (70% – 100%) are appropriate if:
   - The individual user or participant receives the benefit of the service
   - Other private or public sector alternatives could or do provide the service
   - For equity or demand management purposes, it is intended that there be a direct relationship between the amount paid and the level and cost of the service received
   - The use of the service is specifically discouraged
   - The service is regulatory in nature

3. Services having factors associated with both cost recovery levels would be subsidized at a mid-level of cost recovery (30% - 70%).

General categories of services tend to fall logically into the three levels of cost recovery above and can be classified according to the factors favoring those classifications for consistent and appropriate fees. Primary categories of services include:

- Social Services and Recreation Programs
- Development Review Programs – Planning, and Building
- Public Works Department – Engineering, Transportation, and Maintenance
- Public Safety

Social Services and Recreation Programs

Master Fee Schedule Page #'s	General categorization of programs, Services, Activity, and facilities	Low cost recovery (0-30%)	Mid cost recovery (30-70%)	High cost recovery (70-100%)
	Parks			
	Dog Park	X		
	Skate Parks	X		
9	Open Space/Parks	X		
	Playgrounds	X		
	Social Services			
	Senior Transportation	X		
7	Senior Classes/Events	X		
11	Belle Haven School Age – Title 22		X	
10	Menlo Children's Center – Title 22			X
11	Preschool - Title 22			X
11	Preschool – Title 5		X	
7	Second Harvest	X		
7	Congregate Nutrition		X	
11	Belle Haven Community School		X	
	Events/Celebrations			
	City Sponsored	X		
	City-Wide	X		
	Youth & Teen Targeted	X		
	Cultural	X		
	Concerts	X		
	Facility Usage			
	City Functions (e.g. commissions)	X		
	Co-Sponsored Organizations	X		
5, 6, 7	Non-Profit	X		
9	Fields - Youth (non-profit)		X	
9	Fields - Adult (non-profit)		X	
9	Tennis Courts		X	
10	Picnic Rentals - Private Party			X
5,6,7	Private Rentals			X
9	Fields - For-profit			X
5,6,7,8,9,10	Contracted Venues – for profit			X
	Fee Assisted Programs			
8	Recreational Swim	X		
8	Swimming Classes	X		
8	Lap Swimming	X		
7	Recreation Classes	X		
11	Open Gym Activities	X		

<u>Social Services and Recreation Programs</u> - continued

Master Fee Schedule Page #'s	General categorization of programs, Services, Activity, and facilities	Low cost recovery (0-30%)	Mid cost recovery (30-70%)	High cost recovery (70-100%)
	<u>Recreation Programs</u>			
11	Drop-In Activities		X	
10,11	Camps & Clinics			X
9	Youth Leagues			X
10	Youth Special Interest			X
10	Adult Special Interest			X
12	Gymnastics			X
6,12	Birthday Parties			X
11	Adult League			X

Low Recovery Expectations: Low to zero recovery is expected for programs in this category as the community benefits from the service. Non-resident fees if allowed may provide medium cost recovery.

In general, low cost programs or activities in this group provide a community wide benefit. These programs and activities are generally youth programs or activities enhancing the health, safety and livability of the community and therefore require the removal of a cost barrier for optimum participation. Recreation programming geared toward the needs of teens, youth, seniors, persons with disabilities, and/or those with limited opportunities for recreation are included. For example:

- Parks – As long as collecting fees at City parks is not cost-effective, there should be no fees collected for general use of parks and playgrounds. Costs associated with maintaining the City's parks represent a large cost for which there is no significant opportunity for recovery – these facilities are public domains and are an essential service of City government.

- Social Services – There is no intended relationship between the amount paid and the benefit received for social service programs. Some programs are designed and delivered in coordination/partnership with other providers in Menlo Park.

- Senior Transportation – Transportation is classified as a low cost recovery program because there is no fee charged for the program and the majority of the seniors served cannot afford the actual cost of the service. Donations are solicited, but they are minimal. No fee should be established for this service, as it would threaten ridership and County reimbursements would be withdrawn.

- Senior Classes/Events – The primary purpose of senior classes and events is to encourage participation. The seniors served in these classes do not have the means of paying for the classes and are classified as "scholarship" recipients due to their low income levels. The classes should continue to be offered in collaboration with outside agencies which can offer them for free through state subsidies.

- Second Harvest – Monthly food distributions provide free food to needy families and so contribute a broad community benefit. The coordination and operation of the program is through the Onetta Harris Center staff with volunteers assisting with the distribution of food, to keep costs as low as possible.

- Events/Celebrations – Community Services events provide opportunities for neighborhoods to come together as a community and integrate people of various ages, economic and cultural backgrounds. Events also foster pride in the community and provide opportunities for volunteers to give back. As such, the benefits are community-wide. In addition, collection of fees are not always cost effective.

- Facility Usage – Safe and secure facilities for neighborhood problem-solving and provision of other general services support an engaged community and should be encouraged with low or no fees.

- Fee Assisted Recreation Programs – Activities with fee assistance or sliding scales make the programs affordable to all economic levels in the community. Organized activities , classes, and drop-in programs are designed to encourage active living, teach essential life and safety skills and promote life-long learning for broad community benefit.

Medium Recovery Expectation – recovery of most program costs incurred in the delivery of the service, but without recovery of any of the costs which would have been incurred by the department without the service. Both community and individuals benefit from these services. Non-resident fees if allowed may provide high cost recovery.

- Belle Haven School Age – Title 22 - Licensed Child Care Program – Services to participants in this program are not readily available elsewhere in the community at low cost. The program provides broad community benefit in the form of a safety net for children in the community. Organized activities and programs teach basic skills, constructive use of time, boundaries and expectations, commitment to learning and social competency. Resident fees charged based on San Mateo County Pilot program for full day care that sets fees at no more than 10% of the family's gross income.

- Preschool Title 5 – The Preschool Program is supported primarily by reimbursement of federal and state grants for low income children. Tuition and reimbursement rates are regulatory.

- Senior Lunches – Congregate Nutrition is classified as a medium cost recovery fee as it asks a donation coupled with a per meal reimbursement from OAA & State funds.

- Belle Haven School Community School – The Community School partners with various non-profit and community-based agencies to provide much needed services to the community – high quality instruction, youth enrichment services, after-school programs, early learning and a family center. Services are open to Belle Haven students, their families and residents of the surrounding neighborhood.

- Field Rentals and Tennis Courts – Costs should be kept low for local non-profit organizations providing sports leagues open to residents and children in the Menlo Park Schools that encourage healthy lifestyles and lifelong fitness. Opportunities exist to collect a reasonable fee for use to defray citywide expenses for tennis facilities and fields.

- Programs – Drop-in programs can be accessed by the widest cross section of the population and therefore have the potential for broad-base participation. Recreation drop-in programs have minimal supervision while providing healthy outlets for youth, teens and adults

High Recovery Expectations – present when user fees charged are sufficient to support direct program costs plus up to 100% of department administration and city overhead associated with the activity. Individual benefit foremost and minimal community benefit exists. Activities promote the full utilization of parks and recreation facilities.

- Menlo Children's Center School Age and Pre-school – Title 22 – Participation benefits the individual user.

- Picnic Areas – Picnic rental reservations benefit the individual but help defray the cost of maintaining parks benefiting the entire community.

- Facility Usage – Facility use is set at a higher rate for the private use of the public facility for meetings, parties, and programs charging fees for services and celebrations.

- Programs – Activities in this area benefit the individual user. Programs, classes, and sports leagues are often offered to keep pace with current recreational trends and provide the opportunity to learn new skills, improve health, and develop social competency. The services are made available to maximize the use of the facilities, increase the variety of offerings to the community as a whole and spread department administration and city-wide overhead costs to many activities. In some instances offering these activities helps defray expenses of services with no viable means of collecting revenue e.g. parks, playgrounds, etc.

- Contracted Venues – (for profit) – Long term arrangements where a facility is rented or contracted out to reduce general funding expense in order to provide specialized services to residents.

Development Review Services

1. Planning (planned development permits, tentative tract and parcel maps, re-zonings, general plan amendments, variances, use permits)
2. Building and safety (building permits, structural plan checks, inspections)

Master Fee Schedule Page #'s	General categorization of programs, Services, Activity, and facilities	Low cost recovery (0-30%)	Mid cost recovery (30-70%)	High cost recovery (70-100%)
	1. Planning			
24	Appeals of Staff Decisions	X		
24	Appeals of Planning Commission Decisions by Residents	X		
	Subsequent Appeals			X
24	Temporary Sign Permits	X		
23	Use Permits – Non-Profits	X		
24	Administrative Reviews – Fences		X	
	Appeals of Planning Commission Decisions			X
24	by			
24	Non-Residents			X
23	Administrative Reviews – Other			X
23	Architectural Control			X
23	Development Permits			X
23	Environmental Reviews			X
23	General Plan Amendments			X
24	Tentative Maps			X
24	Miscellaneous – not listed elsewhere			X
	Reviews by Community Development			X
24	Director or Planning Commission			X
23	Special Events Permitting			X
23	Study Sessions			X
24	Zoning Compliance Letters			X
23	Signs and Awnings			X
23	Use Permits – other			X
23	Variances			X
23	Zoning Map			X
	Ordinance Amendments			

Master Fee Schedule Page #'s	General categorization of programs, Services, Activity, and facilities	Low cost recovery (0-30%)	Mid cost recovery (30-70%)	High cost recovery (70-100%)
28-48	2. Building and safety			
	Solar installations	X		X
	Building Permits			X
	Mechanical Permits			X
	Electrical Permits			X
	Plumbing Permit			X
	Consultant Review			

Low Recovery Expectations: Low to zero recovery is expected for services in this category to maintain open and accessible government processes for the public, encourage environmental sustainability and encourage compliance with regulatory requirements. Example of Low Recovery items:

- Planning – The fees for applicants who wish to appeal a Staff Decision or for a Menlo Park resident or neighbor from an immediately adjacent jurisdiction who wishes to appeal a decision of the Planning Commission is purposefully low to allow for accessibility to government processes.

- Planning – Temporary sign permit fees are low so as to encourage compliance.

- Building – The elimination or reduction of building permits for solar array installations is consistent with California Government Code Section 65850.5, which calls on local agencies to encourage the installation of solar energy systems by removing obstacles to, and minimizing costs of, permitting for such systems.

Mid-level Recovery Expectations: Recovery in the range of 30% to 70% of the costs incurred in the delivery of the service reflects the private benefit that is received while not discouraging compliance with the regulation requirements.

- Planning – Administrative permits for fences that exceed the height requirements along Santa Cruz Avenue are set at mid-level to encourage compliance.

High Recovery Expectations: Cost recovery for most development review services should generally be high. In most instances, the City's cost recovery goal should be 100%.

- Planning – Subsequent Appeals - The fees for applicants who are dissatisfied with the results of a previous appeal of an administrative permit or a decision of the Planning Commission should be at 100% cost recovery.

- Planning – Most of the Planning fees charged are based on a "time and materials" basis, with the applicant/customer being billed for staff time (at a rate that includes overhead cost allocations) and the cost of actual materials or external services utilized in the delivery of the service.

- Building – Building fees use a cost-basis, not a valuation basis, and are flat fees based on the size and quantities of the project.

Public Works Department - Engineering, Transportation, and Maintenance

1. Engineering and Transportation (public improvement plan checks, inspections, subdivision requirements, encroachments)
2. Transportation (red curb installation, truck route permits, traffic signal repairs from accidents)
3. Maintenance (street barricades, banners, trees, special event set-up, damaged city property)

Master Fee Schedule Page #'s	General categorization of programs, Services, Activity, and facilities	Low cost recovery (0-30%)	Mid cost recovery (30-70%)	High cost recovery (70-100%)
	1. Engineering			
25	Heritage Tree	X		
25	Appeals to Environmental	X		
	Quality Commission and	X		
	City Council	X		
	Bid Packages	X		
19	Plotter Prints		X	
19	Encroachment Permits for			
19	City-mandated repair work		X	
	(non-temporary)			
25	Heritage Tree		X	
	Tree Removal Permits			
	1 – 3 trees			
19	City Standard Details		X	
20	Improvement Plan Review			X
20	Plan revisions			X
21	Construction Inspection			X
20	Maps / Subdivisions			X
	Real Property			X
19	Abandonments			X
19	Annexations			X
21	Certificates of Compliance			X
20	Easement Dedications			X
20	Lot Line Adust/Merger			X
19	Encroachment Permits			X
19	Completion Bond			X
	Processing Fee			X
25	Heritage Tree Permits			X
	After first 3 trees			X
16	Downtown Parking Permits			X
	2. Transportation			
22	Red Curb Installation	X		
22	Truck Route Permits	X		
22	Traffic Signal Accident			X
22	Aerial Photos			X

Master Fee Schedule Page #'s	General categorization of programs, Services, Activity, and facilities	Low cost recovery (0-30%)	Mid cost recovery (30-70%)	High cost recovery (70-100%)
	3. Maintenance			
22	Tree Planting	X		
22	Banners – Santa Cruz Ave			X
22	Barricade replacement			X
22	Weed Abatement			X
22	Special Event set-up – for profit use			X
22	Special Event set-up- for non-profits use		X	
22	Damaged City property			X

Low Recovery Expectations: Low to zero recovery is expected for services in this category as the community benefits from the service. In general, low cost services in this group provide a community-wide benefit. These services generally are intended to enhance or maintain the livability of the community and therefore require the removal of a cost barrier to encourage use. However, in some instances the maximum fee that can be charged is regulated at the State or Federal level and therefore the City fee is not determined by City costs (truck route permits, copies of documents). Examples of Low Recovery items:

- Maintenance – Tree Plantings is classified as a low cost recovery fee to replacement of trees removed due to poor health and to encourage new tree plantings.
- Transportation – Red Curb Installation is classified as a low cost recovery fee for support traffic/parking mitigation requests to address safety concerns of residents and businesses.
- Transportation – Truck Route Permits Fees – maximum fee set by State Law.
- Engineering – Heritage Tree Appeals is classified as a low cost recovery fee to insure that legitimate grievances are not suppressed by high fees.
- Engineering – Bid Packages are provided at a low cost to encourage bid submissions thereby insuring that the City receives sufficient bids to obtain the best value for the project to be undertaken.

Medium Recovery Expectations: Recovery in the range of 30% to 70% of the costs incurred in the delivery of the service. Typically both the community and individuals benefit from these services.

- Engineering – Encroachment Permits for City-mandated repairs are classified as a medium cost recovery. Since the property owner is paying for the cost of construction but is required by ordinance to perform it promptly, a discounted fee for the permit is appropriate.

High Recovery Expectations: Recovery in the range of 70% to 100% when user fees charged are sufficient to fully recover costs of providing the service. Individual benefit is foremost and minimal community benefit exists. Most services provided by the Public Works Department fall in this area.

- Engineering – Encroachment Permits where the public right of way is used or impacted on a temporary or permanent basis for the benefit of the permittee. Debris Boxes are such an example.
- Transportation – Traffic Signal Accident repair cost is the responsibility of the driver/insurer.
- Maintenance – Weed Abatement performed by Public Works staff to address ongoing code violation.
- Maintenance – Banners on Santa Cruz Avenue and El Camino Real.

Public Safety – Police Services (Case Copies, False Alarms, Parking Permits, Abatements, Emergency Response, Background Investigations, Tow Contract)

Master Fee Schedule Page #'s	General categorization of programs, Services, Activity, and facilities	Low cost recovery (0-30%)	Mid cost recovery (30-70%)	High cost recovery (70-100%)
14	Case Copies	X		
15	Citation Sign Off - Residents	X		
1, 15	Document Copies	X		
14	Bicycle Licenses	X		
16	Overnight Parking Permits			X
16	Residential Parking Permits	X		
15	Property Inspection – Code Enforcement	X		
15	Real Estate Sign Retrieval	X		
14	False Alarm – Low Risk		X	
15	Rotation Tow Service Contract		X	
15	Repossession Fee		X	
14	False Alarm – High Risk			X
14	Good Conduct Letter			X
14	Preparation Fees			X
14	Research Fee			X
14	Civil Subpoena Appearance			X
14	Finger Printing Documents			X
15	Background Investigations			X
14	Notary Services			X
14	Vehicle Releases			X
14	DUI - Emergency Response			X
15	Intoximeter Rental			X
15	Street Closure			X
15	Unruly Gatherings			X
18	Abatements			X

Low Recovery Expectations: Low to zero recovery is expected for services in this category as the community generally benefits from the regulation of the activity. The regulation of these activities is intended to enhance or maintain the livability of the community. However, in some instances the maximum fee that can be charged is regulated at the State or Federal level and therefore the City fee is not determined by City costs (copies of documents).

Medium Recovery Expectation: Recovery in the range of 30% to 70% of the costs of providing the service. Both community and individuals benefit from these services.

- False Alarm – primarily residential and low cash volume retail. Alarm response provide a disincentive to crime activity. However excessive false alarms negatively impact the ability of prompt police response to legitimate alarms.

Public Safety – Police Services - continued

High Recovery Expectations: Recovery in the range of 70% to 100% when user fees charged are sufficient to recover costs of the service provided. Individual benefit is foremost and minimal community benefit exists. Items such as False Alarm, DUI Emergency Response, Vehicle Releases, Unruly Gathering, and Abatements are punitive in nature and the costs should not be funded by the community. Items such as Good Conduct Letter, Preparation Fees, Research Fee, Finger Printing, Background Investigations, and Notary Service primarily benefit the individual. 100% of the cost for services in these areas is typical.

- Overnight Parking Permits – the fee charged for One Night Parking Permits fall into Low Cost Recovery, however when combined with the fees collected from the issuance of Annual Permits the result is the program should achieve High Cost Recovery.
- Street Closure – primarily residential for activities within a defined area. This service is provide for public safety and therefore is provided at a rate below 100% cost recovery.

Library (Library Cards, Overdue Fines, etc.) – fees are primarily established by the Peninsula Library Service.

Administrative Services (Copying Charges, Postage, etc.) – fees are primarily set by regulations and are generally high cost recovery of pass-thru charges.

CITY OF MENLO PARK

STAFF REPORT

City Council
Meeting Date: **2/9/2021**
Staff Report Number: **21-034-CC**

Informational Item: **Update on the emergency water storage/supply project**

Recommendation

This is an informational item and does not require City Council action.

Policy Issues

According to California Code of Regulations, Section 64554(a)(1), Chapter 16, Title 22, a water system serving more than 1,000 service connections must be able to meet four hours of peak hourly demand with storage capacity, source capacity, and/or emergency connections at all times.

The project is consistent with the 2016 general plan, Policy LU-7.3 for supplemental water supply which states, "Explore and evaluate development of supplemental water sources and storage systems, such as wells and cisterns, for use during both normal and dry years, in collaboration with water providers and users."

This is an overall high priority project as reflected in the capital improvement plan, the 2015 urban water management plan, and the 2018 water system master plan.

Background

The emergency water storage/supply project (Project) focuses on providing emergency water for Menlo Park Municipal Water (MPMW) to help meet State regulations requiring emergency water be available at all times. MPMW purchases all of its water from San Francisco Public Utilities Commission (SFPUC) and is fully reliant on that supply to meet the needs of approximately 19,000 residents and 4,400 water connections. MPMW provides water to two service areas (Attachment A.) The upper zone located in the Sharon Heights area has two enclosed water reservoirs that can provide emergency water if needed. The lower zone located east of El Camino Real has one emergency well located at the City's corporation yard nearing completion, however, this one well does not provide sufficient emergency supply. This means that some residences and businesses may not have water during a natural disaster or if SFPUC water is unavailable. Water infrastructure in the upper and lower zones are not physically connected to each other and therefore cannot share emergency supplies.

MPMW has emergency interconnections with four adjacent water suppliers: California Water Service, City of East Palo Alto, City of Redwood City, and O'Connor Tract Co-Operative Water Company. Each of these agencies rely on SFPUC for all or a large portion of their water supply. Staff is working closely with the City of Palo Alto on the design for the Pope/Chaucer Bridge Replacement, which will include a future agreement to construct another emergency interconnection.

The Project has a long history and many decisions have been made by past city councils. Links to these staff reports are provided in the Attachments.

- October 5, 2010 – This staff report explained a change in the Project's direction. The initial focus was to construct an underground reservoir at Seminary Oaks Park, however, due to public concern about negative project impacts to the neighbors, the project changed to installing wells only. The goal was revised to construct several wells in the lower zone in order to deliver at least 3,000 gallons per minute (gpm) in the event of a water emergency. The City Council approved the well criteria and ranked potential sites (Attachment B.)
- January 22, 2013 – City Council approved proceeding forward with the first emergency well to be located at the City's corporation yard, 333 Burgess Drive (Attachment C.)
- May 2, 2017 – This staff report provided an update on 17 potential well sites, and noted that staff would return with additional information once it was known if St. Patrick's Seminary (Seminary) was open to the City purchasing or leasing property for the next well location (Attachment D.)

The 2018 water system master plan which identifies infrastructure needs and future capital needs, recommends both storage and supply capital projects in order to provide emergency water to the lower zone.

- A second well with 1,500 gpm capacity (very high priority)
- A third well, if needed in order to meet the total 3,000 gpm goal between all wells (very high priority)
- A 2.5 million gallon (MG) water reservoir and booster pump station (medium priority) for a portion of the lower zone. The Master Plan identified that a total of 5.0 MG of storage is needed for the entire lower zone: 2.7 MGD for the lower zone, and 2.3 MG for the high pressure area.

Update on the corporation yard emergency well

The April 9, 2019, staff report provides the history on the well project (Attachment E.) The well was drilled in 2017 and can provide up to 1,500 gpm, half of the 3,000 gpm goal. Construction of the well facility (e.g., generator, disinfection equipment, associated piping) has been completed, however, due to COVID-19 the State Water Board has not been able to inspect the construction in order to permit the new well and amend MPMW's drinking water permit. Once this is done, water produced during periodic exercising of the well will be used for corporation yard activities (e.g., irrigation, vehicle washing and street sweeper) and will not normally be distributed to water customers unless there is an emergency and normal water supplies are low or unavailable.

Analysis

On September 10, 2019, staff provided an update on the status of investigating properties for additional emergency supply and storage options. This staff report provides another update to the Project.

St. Patrick's Seminary

Staff had been in contact with the Seminary for several years. Staff met with the Seminary and provided them with a letter of interest in early October 2019. At the October 26, 2019 meeting, however, the Seminary's board of trustees decided that they were not interested in pursuing discussions to purchase/lease or otherwise obtain the right to use a portion of the Seminary's land to construct a well and/or underground water reservoir.

Willow Village

The draft Willow Village master plan included an evaluation to construct an underground water reservoir beneath the proposed park/sports field on Willow Road. In 2019, staff met with Signature Development Group, and Signature hired an engineering consulting firm to fully evaluate the feasibility. Because of the higher groundwater levels in the Bayfront area, it was determined that a completely submerged underground reservoir could not be constructed. In May 2020, the consultant determined that siting a reservoir within the proposed park would result in large surface elevation differences between the proposed park and adjacent streets and properties, and would significantly impact the flexibility for recreational activities and programming. Therefore, constructing a reservoir is infeasible and impractical at this location.

Ravenswood City School District
In March 2020, the Ravenswood City School District (District) expressed interest in discussing the concept of developing a joint use facility at one of their locations. The joint use would primarily consist of an underground reservoir to meet MPMW's emergency needs with athletic facilities constructed at ground level for District use. The City and District staff met and identified possible locations. The City's engineering consultant (for the emergency supply project) evaluated three District sites and determined that:

1. Belle Haven School is not considered viable for either an underground reservoir or a well due to high groundwater elevations.
2. The former James Flood School, located adjacent to San Mateo County's Flood Park, could be a viable option for an underground reservoir but additional groundwater level monitoring would be needed to determine feasibility. Due to its proximity to San Francisco Bay, Flood Park is not a viable location for a well due to salt water intrusion.
3. Willow Oaks School is well suited for both a fully buried reservoir and a well from an engineering perspective, similar to previously assessed sites in Willow Oaks Park (2017.) While staff had previously not pursued Willow Oaks Park for a well based on the need to rezone the site and potential loss of park lands, a potential partnership with Ravenswood City School District expands the land area where a well and/or reservoir could be provided in this vicinity.

In order to determine seasonal groundwater levels at Flood School to gauge if a fully buried reservoir is feasible, the City signed a right-of-entry and testing agreement with the District in December 2020 in order to install, maintain, and download quarterly data over a one-year period. During the week of February 1, the City installed a two-inch diameter 30-foot depth monitoring well at Flood School. The City also installed a two-inch diameter 50-foot depth monitoring well at the edge of Willow Oaks Park, adjacent to Willow Oaks School property, in order to confirm that seasonal groundwater levels are low enough to install a buried reservoir. Both monitoring wells are flush with the ground and secured with locking caps and at-grade vaults. Each is equipped with a pressure transducer that records groundwater levels every four hours which will be downloaded quarterly and provided to City staff for review. Attachment F shows the location of the monitoring well locations.

Next steps
Staff will review quarterly groundwater level data to determine feasibility of constructing a buried reservoir. Based on findings and if the District is interested in pursuing a reservoir at Flood School or a reservoir/well at Willow Oaks School, staff would return to City Council to seek approval to proceed with developing the environmental documents and implementing public outreach.

Impact on City Resources

There is no impact on City resources at this time. Future financial needs will be incorporated into the capital improvement program and Menlo Park water rates.

Environmental Review

This action is not a project within the meaning of the California Environmental Quality Act (CEQA) Guidelines §§ 15378 and 15061(b)(3) as it will not result in any direct or indirect physical change in the environment.

Public Notice

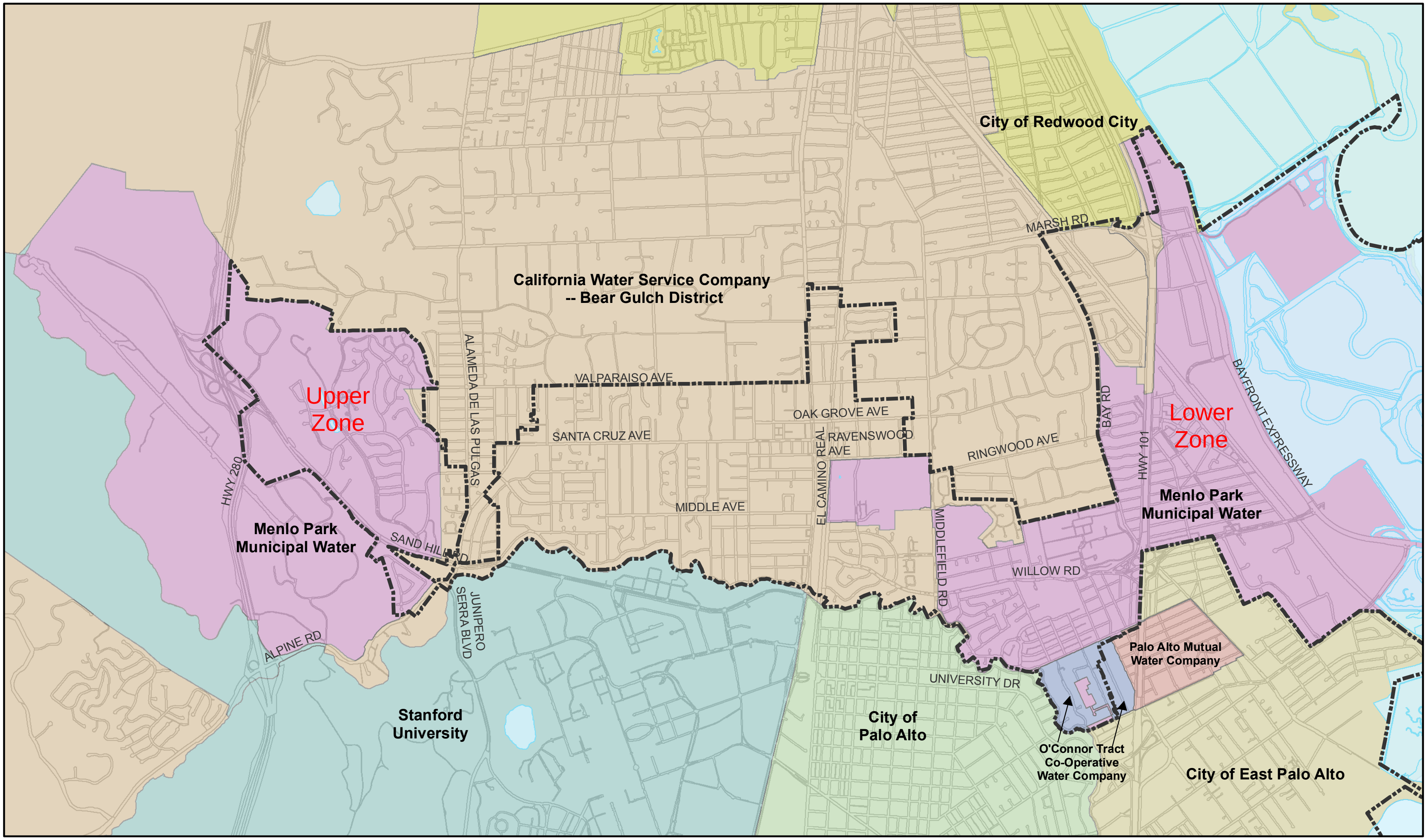
Public notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting.

Attachments

A. Map of water agencies in Menlo Park
B. October 5, 2010 City Council staff report
C. January 22, 2013 City Council staff report
D. May 2, 2017, City Council staff report
E. April 9, 2019, City Council staff report
F. Map - monitoring well locations at Flood School and Willow Oaks Park

Report prepared by:
Pam Lowe, Senior Civil Engineer

Report reviewed by:
Christopher Lamm, Assistant Public Works Director



City Limits
Travel Ways
Water

Water Provider

- California Water Service Company -- Bear Gulch District
- City of East Palo Alto
- City of Palo Alto
- City of Redwood City
- Menlo Park Municipal Water
- Stanford University
- Palo Alto Mutual Water Company
- O'Connor Tract Co-Operative Water Company

W N S E

0 0.5 1 2 Miles

Water Agencies Within and Surrounding Menlo Park

CITY OF MENLO PARK

PUBLIC WORKS DEPARTMENT

Council Meeting Date: October 5, 2010
Staff Report #: 10-138

Agenda Item #: F1

REGULAR: Approval of Well Siting Criteria and Public Outreach Process for the Menlo Park Municipal Water District Emergency Water Supply Project

RECOMMENDATION

Staff recommends that the City Council:

- Approve the criteria outlined in Phase 1 and Phase 2 in order to proceed with Preliminary Screening and Site Ranking.
- Approve including Nealon Park (for the Sharon Heights Golf Course Irrigation Well Project) in the public outreach effort and include it in the short-list of possible well sites.

BACKGROUND

The Menlo Park Municipal Water District (MPMWD) serves approximately 14,000 residents throughout the City. The water district is divided into western and eastern service areas as shown on Attachment A. There are approximately 3,000 service connections in the eastern service area and 1,000 service connections in the western service area. The area of the City between the western and eastern service areas is serviced by California Water Service (Cal Water) Bear Gulch District.

MPMWD purchases 100% of its water from the San Francisco Public Utilities Commission's (SFPUC) Hetch Hetchy system. Water for the eastern service area is delivered directly into City water mains via SFPUC pipelines. There are currently no storage facilities and no other dedicated water sources available for the eastern service area if the supply from the SFPUC was disrupted.

The SFPUC is currently implementing a Water System Improvement Program (WSIP) which was approved by San Francisco voters in 2002. The WSIP invests $4.6 billion in bond financing to repair, replace and seismically upgrade deteriorating pipelines, tunnels, reservoirs, pump stations, storage tanks, and dams. The program includes more than 80 projects throughout the SFPUC service area to be completed by the end of 2014. The program's objectives include decreased vulnerability to earthquake damage, increased reliability through redundancy, and improvements related to supply and drought protection. The SFPUC's stated goal for reliability of the improved system is to restore basic service after an interruption within 24 hours and full service within 30 days.

In December 2005, the Council approved Seminary Oaks Park as the preferred location for a reservoir and supplemental water system to service the eastern portion of the MPMWD. The Council authorized a contract with Infrastructure Engineering Corporation (IEC) in October 2006 for engineering services and preliminary design, and outreach to the Seminary Oaks neighborhood began in May 2008. The neighborhood voiced objections to the project citing concerns about disruption to the park during construction, impacts to property values, loss of mature trees, and a desire for more information about the criteria used in selecting Seminary Oaks Park as the preferred site. In July 2008, the Council approved a change in IEC's scope of work to evaluate whether a supplemental emergency water supply utilizing wells only without any storage would be feasible. IEC completed the feasibility analysis in November 2008 which recommended future analysis of water supply demand for the eastern service area. That analysis was completed in May 2009 and provided advantages and disadvantages to a wells-only alternative and a wells-plus-storage alternative.

In October 2009, the Council approved proceeding with a wells siting study to deliver at least 3,000 gallons per minute (gpm). The 3,000 gpm goal approximates the amount of water that would be needed to meet the average day demand of 1,600 gpm plus the reduced fire flow of 1,500 gpm. Staff believes this goal might be achieved with the development of two to three productive wells. IEC's scope of work was changed to identify and evaluate viable emergency well sites in and around the eastern service area with the goal to have approximately 3,000 gpm of local groundwater supply available in the event of an emergency. The tasks include data collection and review, project management, computer hydraulic model, engineering analysis, and community involvement and environmental considerations.

Staff held two community meetings on June 30, 2010 and September 9, 2010 to inform the community about the project and to provide a means for residents to participate in developing site selection criteria. There were a total of 15 residents that attended these meetings.

ANALYSIS

IEC recommends a three-phase process for site selection (described in greater detail in *Attachment B - Technical Memorandum on Site Screening and Selection Process*):

Phase 1: Preliminary Screening
Phase 2: Site Ranking
Phase 3: Detailed Engineering and Hydrologic Evaluation

<u>Preliminary Screening (Phase 1)</u>

Phase 1 will identify a comprehensive list of ten or more potential sites. Sites will be selected based on the logistical and technical criteria listed below. Staff is seeking approval for these criteria in order to proceed with Phase 1 and Phase 2. Preferred sites will be:

1. Within or in close proximity to the MPMWD eastern service area to avoid the need for extensive additional infrastructure
2. Within the San Francisquito Cone, the subsurface alluvial deposit that contains the area's producing aquifers

3. Located 0.5 miles or greater from potential saltwater contamination, including the San Francisco Bay margin and salt evaporation ponds
4. Located where the San Francisquito Cone is thicker for best production
5. Located to limit interference with other existing wells.

Site Ranking (Phase 2)

Phase 2 outlines a method to evaluate and rank the long-list of ten or more sites to a short-list of five or six sites based on Council-approved criteria that include engineering feasibility criteria and community "livability" criteria gathered from the community meetings. The engineering evaluation would be quantitative, and the community "livability" evaluation would be qualitative. The engineering and community evaluations would be combined and ranked to result in a short-list of five or six sites. Sites not currently owned by the City would be eliminated at this stage if there is not a willing seller. Staff is seeking approval for these criteria in order to proceed with Phase 2.

Engineering Criteria

1. Acquisition Feasibility
2. Site Hydrogeology
3. Construction Feasibility
4. Operation/Maintenance Feasibility
5. Regulatory Compliance
6. Hydraulic Considerations
7. Environmental Factors
8. Cost

Community "Livabiity" Criteria

1. Site Access
2. Noise Disturbance Potential
3. Aesthetic Concerns
4. Parkland Concerns
5. Land Use Planning Consistency

The community "livability" criteria is based directly from input received from residents that attended the community meetings. IEC details the outreach effort completed to-date, including a matrix of community input from the community meetings in *Attachment C - Technical Memorandum on Community Outreach Progress Report*. The community suggested that the following criteria be considered in selecting sites for well construction:

1. Noise disturbance associated with project construction, operation, and maintenance
2. General potential for disturbance to neighbors in residential areas
3. Project's impact to parklands; potential for project footprint to translate to a loss of park resources
4. Potential need to remove trees to accommodate the project; loss of greenspace resources in general
5. Overall consistency of the project with surrounding land uses
6. Aesthetics; project appearance and overall aesthetic "fit"
7. Access routes for construction and maintenance (in particular, the potential need to access some site via small neighborhood streets where children may be present)
8. Water quality; concern about groundwater contamination

Upon conclusion of this phase, staff would return to Council to confirm the selection of the most suitable sites for further evaluation in Phase 3.

Detailed Engineering and Hydrologic Evaluation (Phase 3)

Phase 3 will focus on the short-listed five or six sites and will entail detailed engineering feasibility assessments and a community outreach process. Preliminary site development plans will show the potential orientation and layout of buildings, vehicle access, and site improvements. Staff would identify documentation required for compliance with the California Environmental Quality Act (CEQA). Preliminary designs of connections to the existing water distribution system would be completed to verify hydraulic capacity. Drilling test wells at the highest ranked sites will verify the potential production well yield and water quality. Staff anticipates that two to three well sites will be needed. Prior to drilling test wells on any properties not currently owned by the City, an option to purchase agreement would be negotiated to ensure the site could be acquired at a reasonable cost if the test well is productive.

Sharon Heights Golf Course Irrigation Well Project

During the course of the wells study, staff was approached by the Sharon Heights Golf and Country Club (SHGCC) about the possibility of developing a well to irrigate the Sharon Heights Golf Course. The golf course is currently one of the largest individual water customers of the Menlo Park Municipal Water District. SHGCC could benefit from using well water by having a more reliable supply during times of drought and a source of water at a lower cost than the rising Hetch Hetchy supply. SHGCC submitted a letter outlining its proposal for a public private partnership which is included as Attachment D.

SHGCC has done a number of preliminary studies to evaluate the feasibility of a well water supply. Well water is not available at or near the golf course given the relatively shallow depth of bed rock. The basic proposal is to build a well at Nealon Park with a connecting pipeline to the golf course. SHGCC's consultant identified three potential locations with the preferred location identified as Nealon Park. The well water would be untreated and could only be used for irrigation or other non-potable uses. Well water could be delivered to City parks and other irrigation users near the pipeline. A preliminary financial feasibility study determined that SHGCC could pay for all of the initial capital costs of the system and recoup its investment over time with lower cost water from the well.

Both the City and Menlo Park Municipal Water District could potentially benefit from the proposal. Well water could be provided to City parks at a reduced cost. Overall demand for SFPUC water would be reduced which would help the Water District stay within its supply assurance. Reducing seasonal demand peaks will also improve the Water District's water allocation during a drought based on the drought allocation formula developed by BAWSCA. Disadvantages of the proposed system include impacts from construction activities, use of a small portion of parkland for a non-recreational use, and potential financial risk of developing a new water system.

Based on the potential benefits of the project staff feels the concept of a public-private partnership is worth pursuing further. Next steps would be to complete a public outreach process to better understand any community concerns about the proposal before progressing further. The current emergency water supply project offers a good opportunity for the City to combine outreach efforts. A new well at Nealon Park can be included with other emergency well sites once those sites have been identified. The results of the outreach process would be presented to Council at the same time final sites are selected for the emergency water supply project. At that point staff can provide more information on financial feasibility and Council would decide if it wanted to pursue the project further.

Staff Recommendation

Staff recommends that the City Council:

- Approve the criteria outlined in Phase 1 and Phase 2 in order to proceed with Preliminary Screening and Site Ranking.
- Approve including Nealon Park (for the Sharon Heights Golf Course Irrigation Well Project) in the public outreach effort and include it in the short-list of possible well sites.

Next Steps

If Council approves the criteria, staff will proceed with Preliminary Screening (Phase 1) to identify a comprehensive list of ten or more potential sites and Site Ranking (Phase 2) to evaluate and rank sites using the engineering feasibility and community "livability" criteria to develop a short-list of five or six sites. Staff will hold another community meeting to present the short-list of five or six sites and to gather feedback and discuss any concerns. Staff will then return to Council for approval of the five or six sites before initiating Detailed Engineering and Hydrologic Evaluation (Phase 3) which will entail detailed engineering feasibility assessments and drilling of test wells to select the best sites for well installation.

IMPACT ON CITY RESOURCES

Funds are available in the approved budget for the Emergency Water Supply Project. Operations and maintenance costs for emergency standby wells with disinfection treatment only are estimated at approximately $25,000 per year per well. The costs are typically paid by the users, in this case through water rates.

POLICY ISSUES

There is no existing City policy establishing capability or reliability expectations for the water system.

ENVIRONMENTAL REVIEW

Groundwater wells will require an initial study and, potentially, an environmental impact report in order to comply with the California Environmental Quality Act (CEQA).

Charles Taylor Engineering Services Manager	Kent Steffens Deputy City Manager

PUBLIC NOTICE: Public Notification was achieved by posting the agenda, with this agenda item being listed, at least 72 hours prior to the meeting.

ATTACHMENTS:
A. Map of Menlo Park Municipal Water District Service Areas
B. IEC Technical Memo: Site Screening and Selection Process
C. IEC Technical Memo: Community Outreach Progress Report
D. Letter from the Sharon Heights Golf and Country Club

PUBLIC WORKS DEPARTMENT

Council Meeting Date: January 22, 2013
Staff Report #: 13-016

Agenda Item #: F-2

REGULAR BUSINESS: **Authorize the City Manager to Approve an Agreement with Infrastructure Engineering Corporation for the Emergency Water Supply Project to Proceed with Environmental Review, Well Design, Well Construction, and Wellhead Facilities Design at the City's Corporation Yard by an Amount Not to Exceed $430,691; and to Expand Public Outreach to the Tier 2 and 3 Sites as Possible Emergency Well Locations, and Include an Additional Site Along Alma Street as a Tier 3 Site**

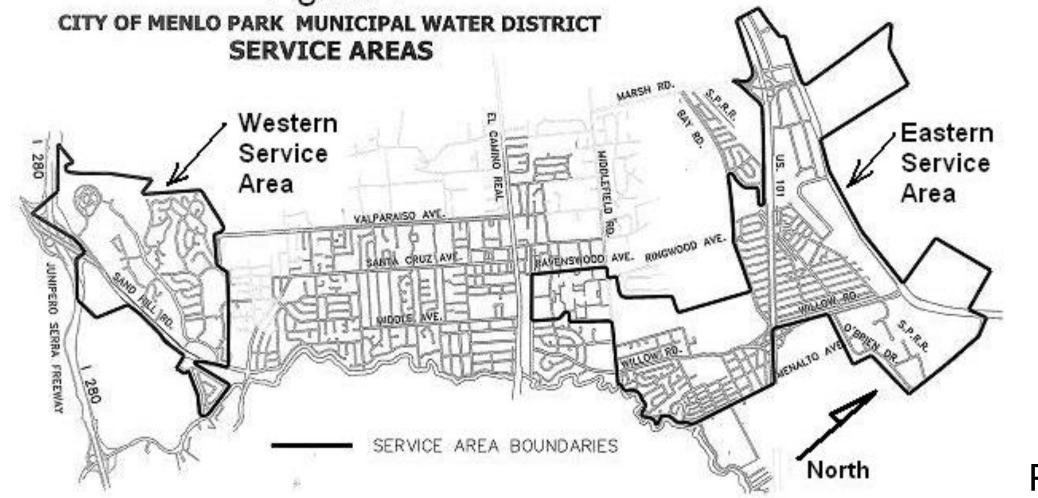
RECOMMENDATION

Staff recommends that the City Council authorize the City Manager to approve an agreement with Infrastructure Engineering Corporation (IEC) for the Emergency Water Supply Project to proceed with environmental review, well design, well construction, and wellhead facilities design at the City's Corporation Yard by an amount not to exceed $430,691 (budgeted funds); and to expand public outreach to the Tier 2 and 3 sites as possible emergency well locations, and include an additional site along Alma Street as a Tier 3 site.

BACKGROUND

The Menlo Park Municipal Water District (District) provides water to approximately 14,000 residents in the eastern and western service areas (see Figure 1), with approximately 3,000 service connections in the eastern service area and 1,000 service connections in the western service area. California Water Service provides water to the area located in between the western and eastern service areas.

Figure 1



The District purchases 100% of its water from the San Francisco Public Utilities Commission (SFPUC), which pipes water from the Hetch Hetchy reservoir in Yosemite National Park to Menlo Park. The District has two reservoirs in the western service area for emergency storage, but the eastern service area does not have storage facilities or a dedicated secondary water supply. As a result, nearly 3,000 residences and businesses could be without water immediately for an undetermined period of time during a significant natural disaster.

In order to address the need for an alternative supply in the eastern service area, the District has been pursuing emergency water supply since 2005. The project goal is to construct approximately 3-4 wells in order to provide about 3,000 gpm (gallons per minute) to meet average-day potable water needs. Table 1 below outlines the five phases of the Emergency Water Supply Project and the current status of each phase.

TABLE 1

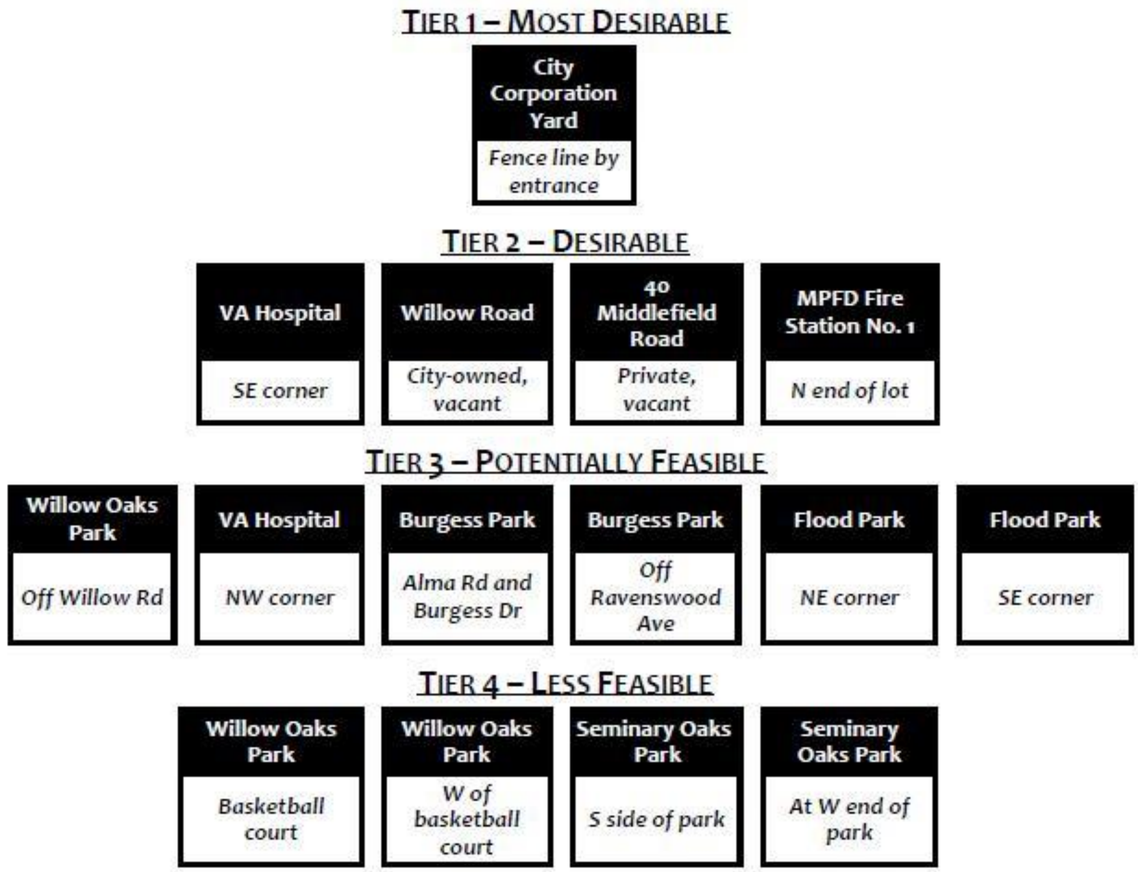
Phase	Description	Current Status
1	Development of Screening Process, Community Input, and Preliminary Screening	Completed Oct 2010
2	Site Evaluation & Rankings	Site Evaluations completed in Oct 2010. Rankings completed in Nov 2011
3	Detailed Engineering and Hydrologic Evaluation, Outreach to Non-City Owned Properties	Completed Exploratory Borings at the Corporation Yard and Willow Rd. (formerly known as 878 Pierce Rd.) sites in Jan/Feb 2012. As additional well locations are identified in the future, detailed evaluations will need to be performed. Outreach to non-City owned properties are discussed further in this report.
4	CEQA Environmental Review, Well Design, Well Drilling	Staff is recommending proceeding forward with Phases 4 & 5 for a Corporation Yard Well. As additional well locations are identified in the future, Phases 4 & 5 will need to be performed.
5	Wellhead Facilities Design, Construction of Wellhead Facilities	

On November 15, 2011, the Council approved proceeding with Phase 3, Detailed Engineering and Hydrologic Evaluations at two City-owned properties - the Corporation Yard (Corp Yard) at 333 Burgess Drive and the Willow Road Site (formerly known as 878 Pierce Road) on the east side of the Willow Road and Highway 101 interchange. The November 15, 2011 staff report is attached for reference. Figure 2 shows the Preliminary Well Site Rankings by tiers.

ANALYSIS

The City completed Phase 1 (Development of Screening Process, Community Input, and Preliminary Screening) and a portion of Phase 2 (Site Evaluations) in October 2010, and the rest of Phase 2 (Site Rankings) in November 2011.

Figure 2 **Preliminary Well Site Ranking**



Note: only one well site can be used at each location.

EXPLORATORY DRILLING RESULTS

The City completed Phase 3 (Detailed Engineering and Hydrologic Evaluation) at two City-owned properties – the Corporation Yard (the 4th well site delineated in the November 15, 2011 staff report) and the Willow Road Site, formerly known as 878 Pierce Road, in Jan/Feb 2012 and is now ready to present the findings, and seek Council approval for next steps.

1. <u>Tier 1 Site - Corporation Yard - Exploratory Drilling Results</u>

   In February 2012 the City drilled an exploratory boring at the Corporation Yard, a Tier 1 site, and reached a depth of 730 feet. The project hydrogeologist (Clark GeoTechnical, Inc.) determined that a well constructed at this site may yield between 600 gpm to 900 gpm of water of unknown quality. Because a high proportion of clay was found above a depth of 188 feet and below a depth of about 292 feet, a well at this location would need to be drilled to a depth between 188

feet and 292 feet. The exploratory drilling report is available for review in the Engineering Division office.
Based on the exploratory drilling results of a projected yield between 600 gpm and 900 gpm, staff is recommending the Corporation Yard as a location for an emergency well and is seeking Council approval to proceed forward with the environmental review, well design, well construction, and wellhead facilities design. Further testing will be done during the well construction to determine water quality.

2. Tier 2 Site - Willow Road Site - Exploratory Drilling Results

In January 2012 the City drilled an exploratory boring at the Willow Road Site (formerly 878 Pierce Road), a Tier 2 site, and reached a depth of 750 feet. The project hydrogeologist (Clark GeoTechnical, Inc.) determined that a well constructed at this site may have a low yield (between 200 gpm to 400 gpm) and a potential for unknown water-quality issues. Because saline content was found below a depth of 350 feet, a well at this location would need to be drilled to a depth of less than 350 feet. The exploratory drilling report is available for review in the Engineering Division office.

Because the Willow Road Site's estimated low yields, staff recommends investigating other well locations more thoroughly before deciding whether to pursue a well at this location. In addition, based on these estimated low yields, staff believes that potential well sites located closer to the San Francisquito Creek would be more likely to provide higher yields, and a higher chance of meeting the 3,000 gpm goal with fewer wells.

CORPORATION YARD WELL

The next steps are Phase 4, which consists of environmental review, well design, and well drilling, and Phase 5, which consists of design and construction of the wellhead facilities. Based on the Corporation Yard's exploratory drilling results of a projected yield between 600 gpm and 900 gpm, staff is recommending the Corporation Yard as a location for an emergency well and is seeking Council approval to proceed forward with the environmental review, well design, well construction, and wellhead facilities design. The project involves several steps, so staff will return to Council in the future to approve the environmental document, award the construction contract for the well drilling, and award the construction contract for the wellhead facilities.

The well would be located along the existing fence line at the left entrance to the Corporation Yard, and the project would require some shrub removal and realignment of the fence (Attachment B). The City's arborist believes that one of the three heritage trees in that vicinity – a 15-inch diameter red oak in poor condition due to extensive squirrel damage – should be removed. Staff anticipates that the remaining two heritage trees – a 19-inch tulip poplar and a 30-inch coast live oak - will be unaffected by this project. By keeping the well within the Corporation Yard fence, a well building would not be necessary. There may also be a potential to connect the new well to the existing onsite emergency generator and/or store the disinfection facilities elsewhere onsite, which could significantly reduce the well footprint and overall cost. These options would be fully explored during design.

In order to install the well at the Corporation Yard, a portion of the Burgess Drive right-of-way may need to be vacated. This is discussed further in this report. If needed, staff will return to Council at a later date with a resolution for the Intention to Vacate.

The Water District is an enterprise fund in which revenues generated from services provided (i.e. water sales) directly pay for District expenditures, and these revenues can only be used for this sole purpose. In order to install the well at the Corporation Yard, a City-owned property, the District must lease a portion of the Corporation Yard property just as any other entity would be required to do so. Staff plans to determine the value of the property where the well will be installed in order to develop a lease agreement between the District and the City.

Environmental Quality Review

This project is subject to the California Environmental Quality Act (CEQA). Staff anticipates that the Corporation Yard well drilling and construction of the wellhead facilities will be covered by an Initial Study and Mitigated Negative Declaration (IS/MND), therefore, a complete Environmental Impact Report is not necessary. The environmental quality review process, which will be developed in parallel with the well design, will consist of the following steps.

1. Consultant to Prepare Environmental Report
2. Staff Review of Administrative Draft IS and Proposed MND, including technical reports
3. Staff to Review Screencheck and Public Review of the IS/MND
4. Consideration of Public/Staff Comments
5. Mitigation Monitoring and Reporting Plan (MMRP), Final MND, Notice of Determination (NOD), and Filing
6. Burgess Drive Plan Line & Right-of-Way Modification

The environmental quality review process would begin in February 2013 and last approximately 4-6 months. Staff anticipates returning to Council in summer 2013 to recommend approval of the environmental document.

Burgess Drive Plan Line

Prior to 1994, the General Plan included an extension from Burgess Drive to Middlefield Road, which is shown in the 1974 Comprehensive Plan (the *Menlo Park Planning Area Map*) adopted by the Council and Planning Commission. In 1994 the General Plan was updated and the extension was removed. The Plan line is still in place.

On August 12, 1997, the City Council held a public hearing to approve the “Classics Communities” residential project and several residents asked about extending Burgess Drive through to Middlefield Road. At the September 9, 1997 City Council meeting, staff provided the following information:

- The City never owned the right-of-way to extend the street.
- The City does not have an easement to construct a road at that location.
- A plan line does exist which depicts where a future street could be located.
- The City would need to purchase the land in order to construct the new road.

- A traffic study was completed for the Classics Communities that showed a road extension might reduce vehicle traffic on Linfield Drive and Willow Road by approximately 1,000 vehicles, which staff felt did not justify a new roadway.
- Need to consider existing buildings and setback requirements if a new road is constructed.

SRI International is located adjacent to the Corporation Yard on Burgess Drive. SRI submitted their *Campus Modernization Project* for City review which shows a 25-year plan for the SRI campus. The project includes keeping Burgess Road as emergency only. Staff will need to further evaluate the Burgess Drive plan line, and will return to Council at a later date with recommendations.

Well Construction (Drilling)

With Council approval of the construction contract the well drilling would likely occur in fall 2013 and would consist of continuous drilling for 24 hours a day for approximately 2-3 weeks. Due to the close proximity to adjacent residents and businesses, staff has included an acoustics engineer to design site-specific noise control measures to alleviate possible noise impacts to the community.

The well water will be tested for California Code of Regulations Title 22 compliance for primary and secondary standards. The Department of Public Health classifies wells as "active" or "standby." Active wells, with water quality testing requirements every 3 years, must meet all primary and secondary standards and have no restrictions on when the well can be used. Standby wells, with water quality testing requirements every 9 years, must meet all primary standards (but not secondary standards) and have restrictions that the well cannot be used for more than 14 days per year or more than 5 consecutive days. To provide flexibility, staff believes that the well should be permitted as an "active" well as long as primary and secondary standards can be met. Note that the intent would be to use the well for emergency purposes only, but have the flexibility to provide well water during emergencies that last more than 14 days per year or more than 5 consecutive days.

Staff anticipates returning to Council in fall 2013 to recommend awarding of the well construction contract.

Wellhead Facilities Construction

After the well is drilled and the wellhead facilities design is completed, staff will return to Council to obtain approval for the contract to construct the wellhead facilities. The wellhead facilities consist of above ground piping, electrical controls, disinfection facilities, and an emergency backup generator. Figure 4 below illustrates typical wellhead facility with aboveground piping. The well piping will be directly connected to the District's underground water pipes. Construction would begin in spring/summer 2014 during normal business

Figure 4

hours and last approximately 3 months. Staff anticipates returning to Council in spring 2014 to recommend awarding of the wellhead facilities construction contract.

Community Outreach

If Council approves proceeding forward with the Corporation Yard well construction, staff will provide updates to nearby residents and businesses owners via postcard mailings, website updates and/or community meetings. These updates will occur during the following stages: environmental review process, prior to drilling the well, prior to designing the wellhead facilities, and prior to constructing the wellhead facilities.

Design Contract

On November 15, 2011 the Council authorized an agreement with IEC to include the following: Phase 3 exploratory drilling activities at the Willow Road Site and the Corporation Yard, community outreach support, project management, and real estate acquisitions support (as needed), in an amount not-to-exceed $318,873. Phase 3 is now complete for the exploratory drilling activities at the Willow Road Site and the Corporation Yard. To date, approximately $25,000 of the contract amount remains for real estate acquisitions support (assistance with non-City owned property negotiations or easement establishment) if needed.

Based on staff's history working with IEC, staff is recommending a new agreement with IEC in order to proceed forward with the Corporation Yard's environmental review, well design, well construction, and wellhead facilities design, in an amount not-to-exceed $430,691 which includes $14,995 in optional tasks. Project tasks are shown below.

Project Tasks:
- Environmental Review for Well Drilling and Wellhead Facilities
- Well Design Plans, Specifications, and Estimate
- Wellhead Facilities Design Plans, Specifications, and Estimate
- Drinking Water Source Assessment and Permit Amendment
- *Optional*–Geotechnical Services. These services would only be needed if the wellhead facilities include a permanent structure. Permanent structures are defined as taller than 8-feet in height, or more than 64 square feet in floor area.

PROPOSED TIMELINE

DATE	DESCRIPTION
Spring/Summer 2013	CEQA Environmental Review
Summer 2013	Planning Commission Meeting for Environmental Document
Summer 2013	Council Meeting to Adopt Environmental Document
Summer 2013	Well Design Plans & Specs
Summer/Fall 2013	Bid Documents and Bid Process
Fall 2013	Contract Award to Drill Well
Fall 2013	Well Drilling
Winter 2014	Wellhead Facilities Design Plans & Specs
Spring/Summer 2014	Bid Documents and Bid Process
Summer/Fall 2014	Contract Award to Construct Wellhead Facilities
Fall 2014	Amend Drinking Water Permit

ADDITIONAL WELL LOCATIONS

At the November 15, 2011 meeting, the Council also authorized staff to gather additional information to evaluate if establishing an easement on non-City owned property, or purchasing a non-City owned Tier 2 and Tier 3 property where a well could be installed, were viable solutions.

<u>40 Middlefield Road (Tier 2 Site) – Privately-Owned, Vacant Lot</u>

There is a 50-year lease on this property that expires in 2050. Staff has spoken with the lease holder and his lease includes a clause that would prevent the City from constructing a well on the property. The lease holder has been trying to purchase the property from the owner for many years, and he would be interested in discussing a well on the property in the future if he succeeds.

<u>Fire Station No. 1 (Tier 2 Site) – Fire District Owned, 300 Middlefield Road</u>

In early December, staff met with Fire Chief Harold Schapelhouman to discuss the emergency well project and the possibility of locating an emergency well at Fire Station No. 1 located at 300 Middlefield Road. During this meeting, Chief Schapelhouman requested that the City present the project to the Menlo Park Fire District Board. On January 15, 2013, staff presented the project to the Fire District Board, and they agreed that this is a vital project. They are open to further discussions with the City to better define the terms of an agreement. Staff will provide updates to the Council at a later date.

<u>Flood Park (2 Possible Sites) and the VA Hospital (2 Possible Sites)</u>

Based on the exploratory drilling results at the Willow Road site, and its distance from the San Francisquito Creek, staff believes that potential well sites located closer to the creek would likely provide higher yields, which would likely result in less wells needed to meet the 3,000 gpm goal. Therefore, staff believes it is not necessary to further investigate the Flood Park or the VA Hospital sites as possible emergency well locations.

TWO ADDITIONAL WELL SITES ANALYZED

Originally, when considering possible well sites, staff looked at sites that were located within the District's eastern water service area only. This criterion reduced the construction costs associated with connecting to the existing water system. Due to the lower than anticipated yields from the Willow Road Site's exploratory drilling, staff investigated two other possible well locations. These two locations are outside of the eastern water service area but are within the City's Right-of-Way and located near the creek. These sites could generate higher yields, thus eliminating the need to acquire property, but would require constructing additional water pipes in order to connect into the district's existing water system. One property, the Pope/Laurel Site, is located within the City's Right-of-Way at the intersection of Pope Street and Laurel Avenue. The other property, the Alma Site, is also located within the City's Right-of-Way at the intersection of Alma Street and East Creek Drive.

Alma Site

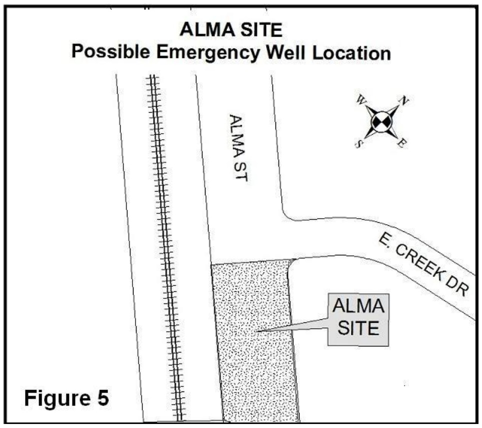


Figure 5

The Alma Site is located just east of the railroad tracks and adjacent to San Francisquito Creek (see Figure 5). The Alma Street Bicycle Bridge connects the Alma Site to the City of Palo Alto on the south side of the creek and is used throughout the day by both bicyclists and pedestrians. In 1999, the City installed native planting, lighting, and pathways to blend with the creek, bridge, and existing surroundings. Six interpretive plaques – three on the Menlo Park site and three on the Palo Alto side – provide history and environmental information on the San Francisquito Creek Watershed. Evaluating this site based on the engineering and community criteria developed in Phase 1 and Phase 2, staff determined that this site falls into the Tier 3 category as a potentially feasible well location. Staff is recommending that the Alma Site be included in public outreach efforts for the Tier 3 possible well sites. The well would only affect a portion of the site and may be constructed within the street right-of-way.

Pope/Laurel Site

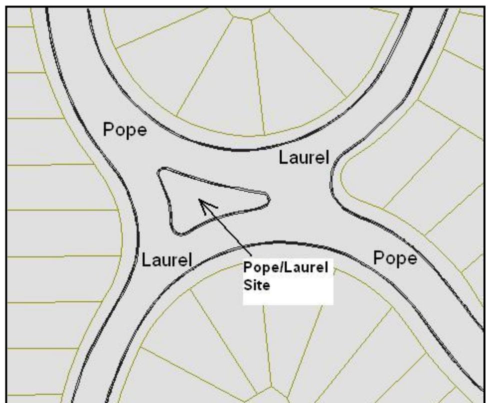


Figure 6
Pope/Laurel Site

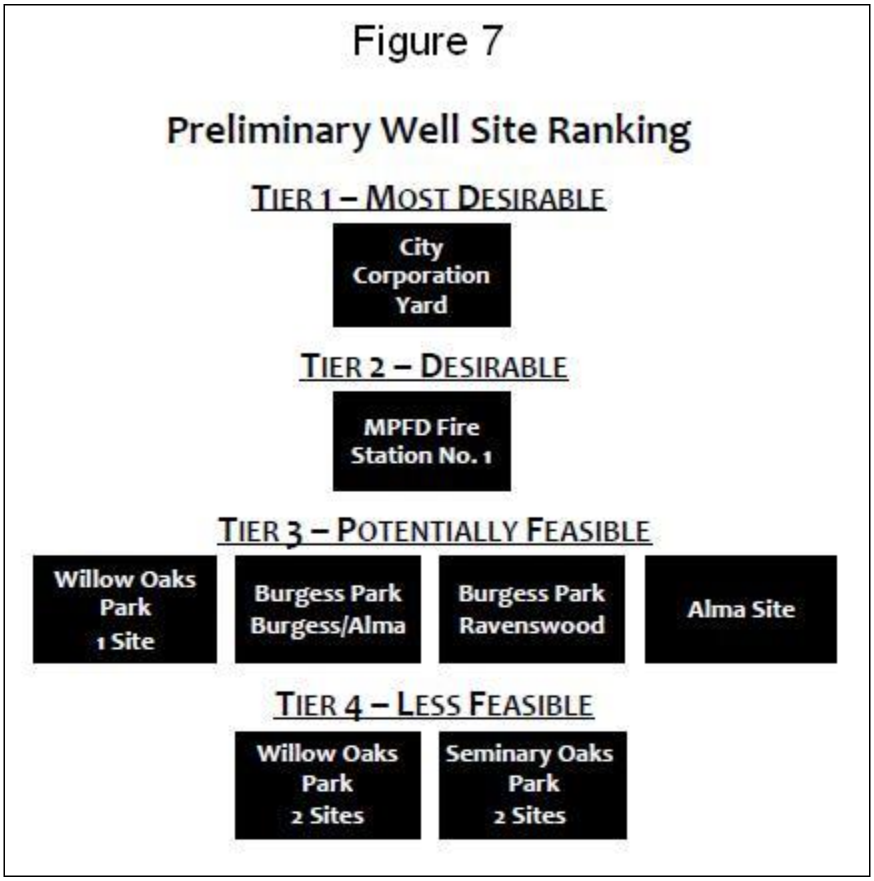
The Pope/Laurel Site is located at the intersection of Pope Street and Laurel Avenue in the Willows residential neighborhood (see Figure 6). The large landscape island has many trees of which five are heritage trees. Evaluating this site based on the engineering and community criteria developed in Phase 1 and Phase 2, staff determined that it falls into the Tier 4 category as a least feasible well location and least likely to be used, therefore, staff is not recommending this site for further evaluation.

Revised Well Site Rankings

The revised well site rankings are shown in Figure 7 below. Flood Park, the VA Hospital, and 40 Middlefield Rd. have been removed as possible well locations, and Alma Site has been added as a possible Tier 3 well location.

Next Steps for Tier 2 and Tier 3 Sites

Staff is seeking authorization to proceed with a public outreach effort in 2013 for the Tier 2 and 3 sites shown in Figure 7 below. Staff will return to City Council at a later date to present the findings and may request authorization to drill exploratory borings at one or more locations to determine estimated yields.



IMPACT ON CITY RESOURCES

Funds are available in the approved budget for the Emergency Water Supply Project. Once the well is completed, staff estimates that the increased operation and maintenance costs for a Corporation Yard emergency well is approximately $20,000 per year (equivalent to 0.25 FTE for staffing needs). Any additional impacts to City resources will be identified during the design phase.

Infrastructure Engineering Corporation (IEC)	$430,691
Contingency (10%)	$43,000
TOTAL	***$473,691***

POLICY ISSUES

There is no existing City policy establishing capability or reliability expectations for the water system. The actions taken as part of this staff report pertain solely to this project and work toward improving water service reliability during an emergency if the current water supply was disrupted in the District's Eastern Service Area.

The proposed project is consistent with the Menlo Park General Plan, Policy I-H-5, which states: "New wells and reservoirs may be developed by the City to supplement existing water supplies for Menlo Park during emergency and drought periods. Other sources such as interconnections and purchase agreements with water purveyors shall be explored and developed."

The proposed project is consistent with the 1994 General Plan in which an extension from Burgess Drive to Middlefield Road was removed.

ENVIRONMENTAL REVIEW

Prior to final design and construction of the project, an initial study will be performed and, potentially, an Environmental Impact Report in order to comply with the California Environmental Quality Act (CEQA).

Signature on file	*Signature on file*
Pam Lowe	Fernando Bravo
Associate Civil Engineer	Engineering Services Manager

PUBLIC NOTICE: Public Notification was achieved by posting the agenda, with this agenda item being listed, at least 72 hours prior to the meeting.

ATTACHMENTS:

A. November 15, 2011 Staff Report for Emergency Water Supply Project
B. Picture of Corporation Yard Well

CITY OF MENLO PARK

STAFF REPORT

City Council
Meeting Date: **5/2/2017**
Staff Report Number: **17-097-CC**

Informational Item: **Update on the Emergency Water Supply Wells 2&3**

Recommendation

This is an informational item and does not require City Council action.

Policy Issues

The proposed project is consistent with the City's General Plan, Policy I-H-5, which states: "New wells and reservoirs may be developed by the City to supplement existing water supplies for Menlo Park during emergency and drought periods. Other sources such as interconnections and purchase agreements with water purveyors shall be explored and developed." In 2017, the City Council included this project in the Work Plan (Item #23).

Background

Menlo Park Municipal Water (MPMW) provides water to approximately 16,000 residents through 4,000 service connections within two service areas: the Upper Zone (providing water to the Sharon Heights area) and the Lower Zone (providing water to areas east of El Camino Real). The remainder of the City receives water from California Water Company (Cal Water), the O'Connor Tract Cooperative Water Company, and the Palo Alto Park Mutual Water Company (Attachment A). All of the water provided in the MPMW's service area is purchased from the San Francisco Public Utilities Commission (SFPUC) and is piped from the Hetch Hetchy reservoir in Yosemite National Park to Menlo Park. The water from the SFPUC is delivered through five turnouts.

MPMW has two reservoirs in the Upper Zone for emergency storage, but the Lower Zone does not have storage facilities or a dedicated secondary water supply. As a result, the nearly 3,000 residences and businesses located in the Lower Zone could be left without access to potable water for an undetermined period of time during a significant natural disaster. According to Section 64554(a)(1), Chapter 16, Title 22, California Code of Regulations, a water system serving more than 1,000 service connections must be able to meet four hours of peak hourly demand with storage capacity, source capacity, and/or emergency connections at all times. While the MPMW can meet this requirement through the source connections with the SFPUC, there is no back-up supply in place in the event of an interruption in supply from these source connections. In the event of an emergency, such as the loss of supply from SFPUC, MPMW would not be able to meet this requirement. As a result, MPMW began looking at various ways to provide emergency water to the Lower Zone, either through the development of wells to access groundwater and/or storage.

The Emergency Water Supply Project focuses on the provision of groundwater as a source of water supply during an emergency. To meet the average day water demand and fire flow, it was determined that emergency wells providing a total of 3,000 gpm would be necessary. To meet the water demand, two to three wells would be required. In conjunction with the development of wells that enable the use of groundwater for emergencies, staff is also evaluating the feasibility of emergency storage as part of the

Water System Master Plan. A combination of a groundwater supply and storage would increase the reliability of the water distribution system during emergencies.

Through an extensive process, MPMW developed a screening process (adopted by City Council in October 2010, see criteria in Tables 1 and 2 below), gathered community input and evaluated potential well sites (2011), drilled two exploratory borings (2012), and ranked the sites accordingly (2013). Through this approach, the Corporation Yard (333 Burgess Drive) was selected as the site for the City's first emergency well. The drilling phase for this well was recently completed in early April 2017, and well development testing has shown that the well can produce 1,500 gpm. The 2nd phase to construct the wellhead facilities (i.e. generator, disinfection facilities, piping) is anticipated to begin this Fall and completed in Spring 2018. Staff anticipates the total cost to construct the well (including environmental review, design, drilling, and construction of the wellhead facilities) is approximately $2.7 million.

Table 1 - Technical and Hydrogeological Criteria

Technical and Hydrogeological Criteria *
1. Within or in close proximity to the water district's eastern service area to avoid the need for extensive additional infrastructure.
2. Within the San Francisquito Cone, the subsurface alluvial deposit that contains the area's producing aquifers.
3. Located ½ mile or greater from potential saltwater contamination, including the San Francisco Bay margin and salt evaporation ponds.
4. Located where the San Francisquito Cone is thicker for best production.
5. Located to limit interference with other existing wells.

*** Adopted by City Council in October 2010**

Table 2 – Engineering and Community "Livability" Criteria

Engineering Criteria *	Community "Livability" Criteria *
1. Acquisition Feasibility	1. Site Access
2. Site Hydrogeology	2. Noise Disturbance Potential
3. Construction Feasibility	3. Aesthetic Concerns
4. Operation & Maintenance Feasibility	4. Parkland Concerns
5. Regulatory Compliance	5. Land Use Planning Consistency
6. Hydraulic Considerations	6. Potential for Green Design
7. Environmental Factors	7. Potential for Combining Projects
8. Construction Cost	

*** Adopted by City Council in October 2010**

On July 19, 2016, the City entered into an agreement with Infrastructure Engineering Corporation (IEC) to identify the next two emergency well locations, prepare environmental documents, design emergency wells 2 & 3, and provide construction support. On November 29, 2016, staff provided a project update to the City Council noting that possible well locations were being reviewed and analyzed and that staff would return with additional information. This report provides an update on the project status.

Analysis

As discussed earlier, the goal is to provide a total of 3,000 gpm as an alternative supply for the Lower Zone. The newly drilled emergency well at the City's Corporation Yard will be able to provide 1,500 gpm once it is fully constructed. This represents half of the project's total emergency water supply objective. A number of sites were evaluated as potential locations for the future wells. These sites were assessed based on the technical and hydrogeological criteria presented in the tables above. The following locations were evaluated and are shown in Attachment B:

1. Alma Site – Alma Street / East Creek Drive intersection
2. Alma Site / Burgess Park Combination – the well and some components would be located at the Alma Site, and the rest of the well components would be located at Burgess Park behind the baseball field at the Alma Street / Burgess Drive intersection
3. Burgess Park – near the Library on Ravenswood Avenue
4. Burgess Park – near the baseball field at the Alma Street / Burgess Drive intersection
5. St. Patrick's Seminary – next to Fire Station No.1 at 300 Middlefield Road
6. Willow Oaks Park

Using the engineering and community "livability" criteria, the analysis showed that all of the sites ranked the same based on the engineering criteria. However, based on the community "livability" criteria, the Alma Site, Burgess Park – Library, and Willow Oaks Park were eliminated from further consideration. The Alma Site is too small to accommodate the well and all the well components. During construction, Burgess Park – Library would disrupt library activities, provide limited vehicle access, and impact commute traffic. Willow Oaks Park has minimal area sufficient for a well and the well components, and the site is zoned OSC (Open Space and Conservation District) which has no permitted uses and could require rezoning in order to accommodate a well.

The highest ranked sites were the Alma Site / Burgess Park combination, Burgess Park - Baseball, and St. Patrick's Seminary next to Fire Station No. 1. These highest ranked sites are discussed in more detail below.

Alma Site / Burgess Park Combination

The Alma Site is located just east of the railroad tracks and adjacent to San Francisquito Creek. The Alma Street Bicycle Bridge connects the Alma Site to the City of Palo Alto on the south side of the creek and is used throughout the day by both bicyclists and pedestrians. In 1999, the City installed native planting, lighting, and pathways to blend with the creek, bridge, and existing surroundings. Six interpretive plaques – three on the Menlo Park site and three on the Palo Alto side – provide history and environmental information on the San Francisquito Creek Watershed. In addition, the site is adjacent to a California Historical Landmark recognizing the end of the Portola expedition's journey in 1769.

For this site, the well and some components (generator, electrical transformer, and electrical cabinet) would be located at the Alma Site, and the rest of the components (surge tank and disinfection facility) would be located at Burgess Park behind the baseball field at the Alma Street / Burgess Drive intersection. A well at the Alma Site, which is located directly adjacent to San Francisquito Creek, could potentially provide a very high well production, however it is too small to accommodate the well and all the well components. Placing some of the well components down the street at Burgess Park could be feasible since it is a larger park and could accommodate the larger well components. It should also be noted that the Alma Site is not located within the MPMW Lower Zone (it is located in Cal Water's service area) and additional piping would be required in order to connect the well to the disinfection facility and MPMW system more than 2,000 feet away at Burgess Park.

Advantages of this site include a high well production (which could warrant needing only one more well if this well could produce at least 1,500 gpm), the City already owns the property, and the property would allow long-term access for maintenance purposes. The main disadvantages of this site is the additional cost (estimated at $700,000) to connect the well to the well components at Burgess Park more than 2,000 feet away since it is not located in MPMW's Lower Zone, and the well water would need to be disinfected prior to being placed into the MPMW system during an emergency. Other disadvantages are a well at this site would place two emergency wells (with the Corporation Yard Well) near each other on one side of MPMW's Lower Zone, and the trail and bridge access to Palo Alto would need to be rerouted to maintain access to the community during construction.

Burgess Park – Baseball

The Burgess Park baseball field is located close to the Alma Street / Burgess Drive intersection. Directly behind the baseball field is a grassy area and in the far corner between the parking areas is a landscaped area where the well and all the well components would be located. Advantages of this site are a high well production (which could warrant needing only one more well if this well could produce at least 1,500 gpm), the City already owns the property, the property would allow long-term access for maintenance purposes, and the site is adjacent to existing MPMW water mains. A disadvantage is a well at this site would place two emergency wells (with the Corporation Yard Well) near each other on one side of MPMW's Lower Zone. One challenge with this site is unknown water quality and additional coordination that may be required with the State Water Board to approve a well at this location due to the proximity of previous land uses along El Camino Real.

St. Patrick's Seminary next to Fire Station No. 1

Originally, Fire Station No. 1 at 300 Middlefield Road was considered a potential well site, and staff met with the Menlo Park Fire Protection District (MPFPD) Board in January 2013 to discuss the possibility of utilizing a corner of their property for an emergency well. The MPFPD Board expressed interest in having further discussions with the City to determine the terms of an agreement; however, further discussions did not occur as the MPFPD was still in the process of developing their plan for the redevelopment of Fire Station No. 1. In March 2016, St. Patrick's Seminary notified City staff that they were in the midst of discussions with MPFPD to sell property along Middlefield Road and Santa Monica Avenue adjacent to Fire Station No. 1. If the property purchase occurs, MPFPD will need time to develop their master plan for Fire Station No. 1 and the timing to place an emergency well on MPFPD property would be delayed.

In October 2016, staff met with St. Patrick's Seminary to revisit the possibility of purchasing or leasing property on Middlefield Road or Santa Monica Avenue, adjacent to Fire Station No. 1, and the Seminary expressed interest. In mid-May 2017, the Seminary's Board of Trustees anticipates discussing the option to sell or lease property to MPMW for an emergency well.

For this site, a 40' x 60' property (2,400 square feet, SF) would be sufficient for a well and all the well components, along either Middlefield Road or Santa Monica Avenue. To have full control of the property instead of a long-term lease, staff prefers purchasing property instead of leasing property. If MPMW is able to purchase property from the Seminary to accommodate an emergency well, the new property would be adjacent to the Fire District's property, and there may be an opportunity to work with the Fire District to share driveway access and provide a convenient and reliable water supply for Fire District operations.

Advantages of this site are it is centrally located in MPMW's lower zone, it would provide a convenient and reliable water supply for Fire District operations, and the site is adjacent to existing MPMW water mains. A disadvantage is the additional cost to purchase 2,400 SF of land.

Staff believes it is important to provide emergency water to different locations throughout the MPMW Lower Zone, if possible. If water mains are still intact after a disaster event, the well water would be placed into the water distribution system that would flow directly to homes and businesses, however, if water mains are broken during a disaster event, MPMW customers would need to go to the well site to fill empty containers with well water. Staff plans to focus efforts on this well site as it provides many advantages in that it is centrally located in MPMW's lower zone, it would provide a convenient and reliable water supply for Fire District operations, and the site is adjacent to existing MPMW water mains.

Next Steps

Staff is awaiting results from the St. Patrick's Seminary's Board of Trustees meeting to be held in mid-May 2017 to determine the feasibility of purchasing or leasing property for the next well location. Staff will return to City Council at a later date based on the meeting's findings before conducting outreach.

Public Notice

Public Notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting.

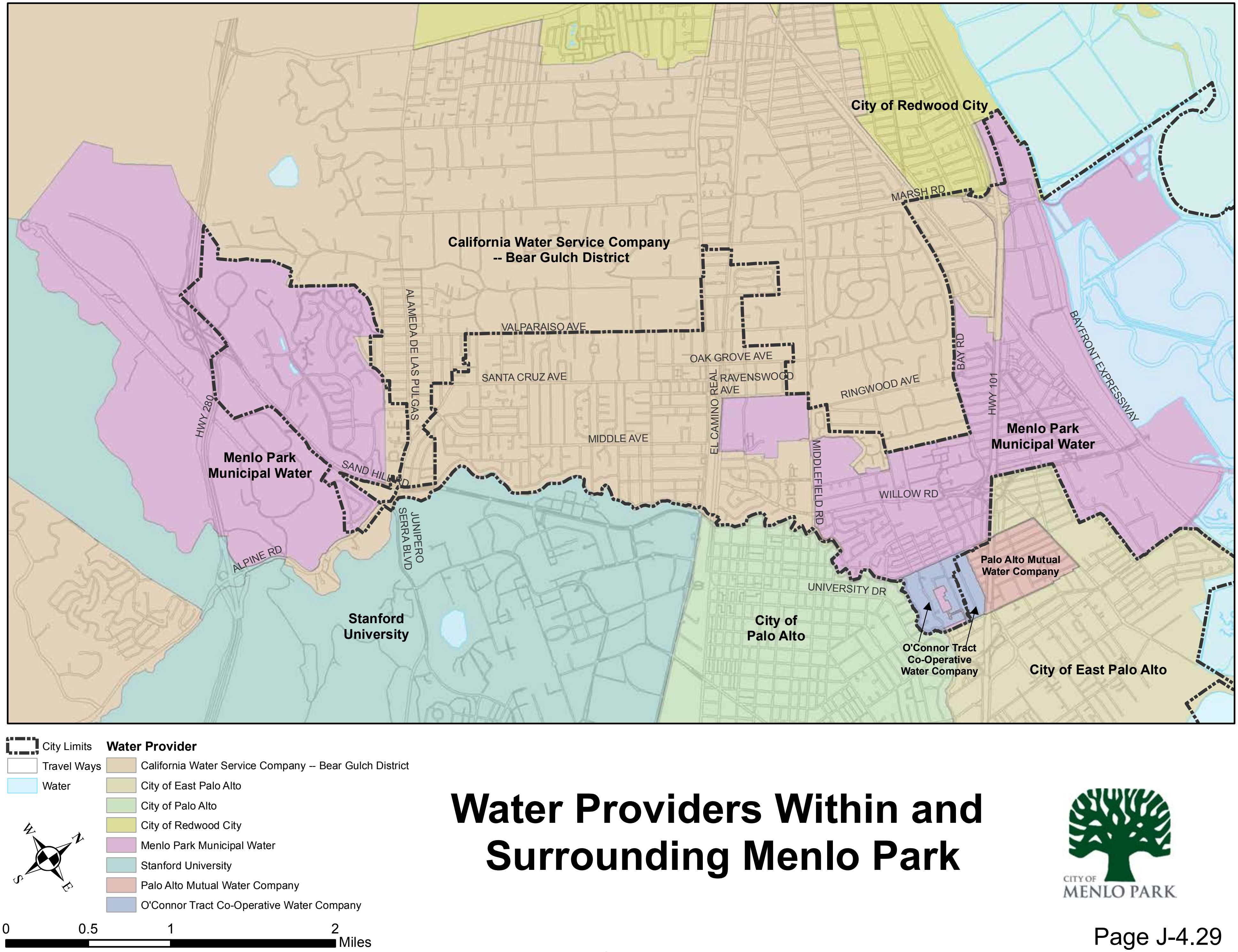
Attachments

A. Map of Water Agencies in the City of Menlo Park
B. Aerial of Potential Well Sites

Report prepared by:
Pam Lowe, Senior Civil Engineer

Report reviewed by:
Azalea Mitch, P.E., City Engineer

THIS PAGE INTENTIONALLY LEFT BLANK

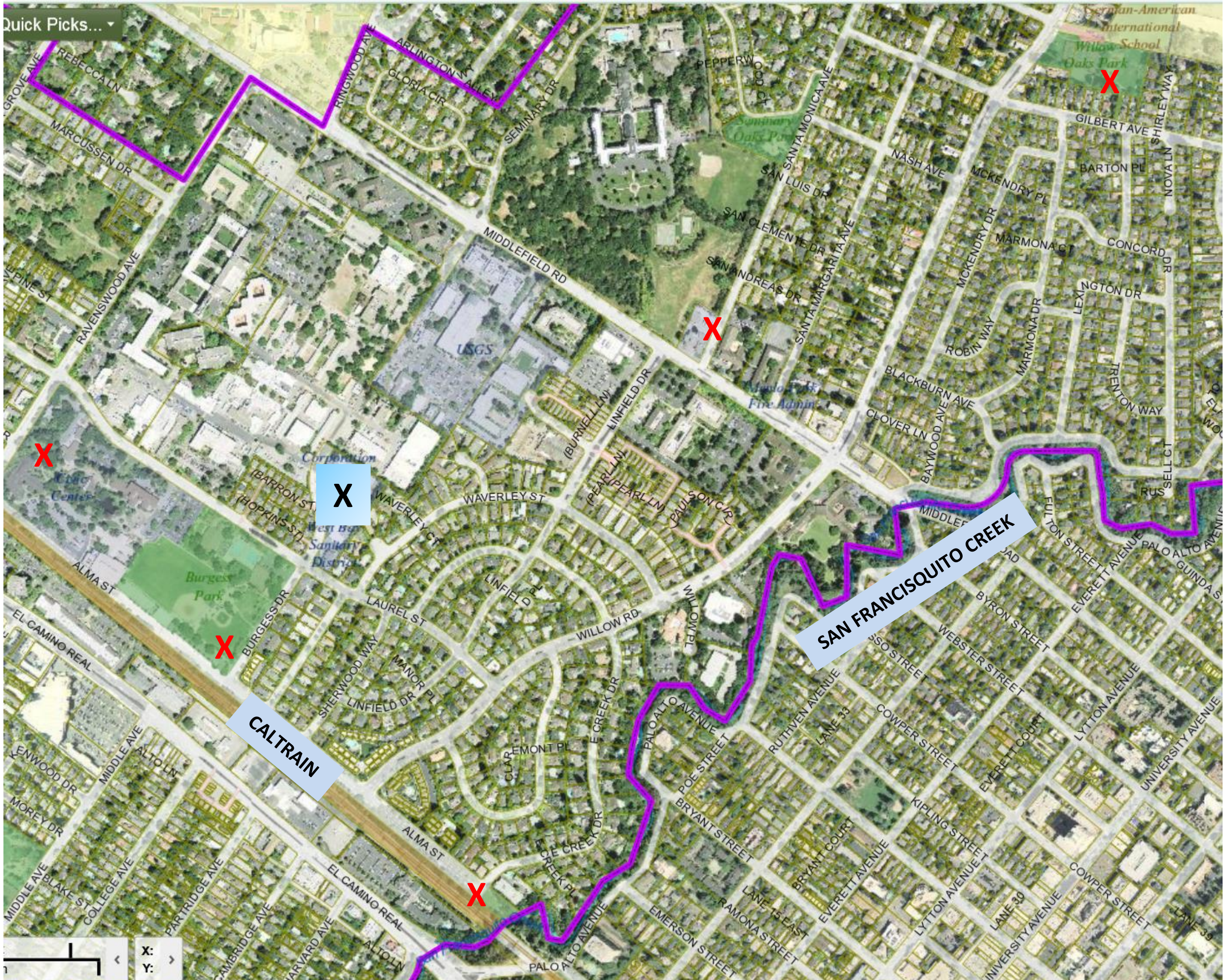


Water Providers Within and Surrounding Menlo Park

CITY OF MENLO PARK

THIS PAGE INTENTIONALLY LEFT BLANK

AERIAL OF POTENTIAL WELL SITES



X = Potential Well Sites
X = Corp Yard Well (well #1)

THIS PAGE INTENTIONALLY LEFT BLANK

CITY OF MENLO PARK

STAFF REPORT

City Council
Meeting Date: **9/10/2019**
Staff Report Number: **19-190-CC**

Informational Item: **Update on the emergency water storage/ supply project**

Recommendation

This is an informational item and does not require City Council action.

Policy Issues

According to California Code of Regulations, Section 64554(a)(1), Chapter 16, Title 22, a water system serving more than 1,000 service connections must be able to meet four hours of peak hourly demand with storage capacity, source capacity, and/or emergency connections at all times.

The project is consistent with the 2016 general plan, Policy LU-7.3 for supplemental water supply which states, "Explore and evaluate development of supplemental water sources and storage systems, such as wells and cisterns, for use during both normal and dry years, in collaboration with water providers and users."

This is an overall high priority project as reflected in the capital improvement plan, the 2015 urban water management plan, and the 2018 water system master plan.

Background

The emergency water storage/ supply project (Project) focuses on providing emergency water for Menlo Park municipal water (MPMW) to help meet State regulations requiring emergency water be available at all times. MPMW purchases all of its water from San Francisco Public Utilities Commission (SFPUC) and is fully reliant on that supply to meet the needs of approximately 19,000 residents. MPMW has two enclosed water reservoirs located in the upper zone in the Sharon Heights area that can provide emergency water if needed. The lower zone located east of El Camino Real (Attachment A) does not have emergency supply. This means that more than 3,000 residences and businesses may not have water during a natural disaster or if SFPUC water is unavailable. The water system in the upper and lower zones are not physically connected to each other and therefore cannot share emergency supplies.

MPMW has emergency interconnections with four adjacent water suppliers: Cal Water, City of East Palo Alto, City of Redwood City, and O'Connor Tract Co-Operative Water Company. Each of these agencies rely on SFPUC for all or a large portion of their water supply. Staff is working closely with the City of Palo Alto on the design for the Pope/Chaucer bridge replacement, which will include a future agreement to construct another emergency interconnection.

The Project has a long history and many decisions have been made by past city councils. Links to these staff reports listed below are provided in the Attachments.

- October 5, 2010 – This staff report explained a change in the Project's direction. The initial focus was to construct an underground reservoir at Seminary Oaks Park, however, due to public concern about negative project impacts to the neighbors, the project changed to installing wells only. The goal was to deliver at least 3,000 gallons per minute (gpm) in the event of a water emergency. The City Council approved the well criteria and ranked potential sites (Attachment B.)
- May 2, 2017 – This staff report provided an update on the potential well sites, and noted that staff would return with additional information once it was known if St. Patrick's Seminary (Seminary) was open to the City purchasing or leasing property for the next well location (Attachment C.)

Update on the corporation yard emergency well

On January 22, 2013, the City Council approved proceeding forward with the first emergency well in the lower zone to be located at the City's Corporation Yard, 333 Burgess Drive (Attachment D.) The well was drilled in 2017 and can produce up to 1,500 gpm, which is half of the 3,000 gpm wells only goal. The April 9 staff report provides the history on the well project (Attachment E.) The well facility is currently under construction to install the various well components (e.g., generator, disinfection equipment, associated piping) and is anticipated to be completed by the end of this year. Once constructed, water produced during periodic exercising of the well will be used for corporation yard activities (e.g., irrigation, vehicle washing and street sweeper) and will not normally be distributed to water customers unless there is an emergency and normal water supplies are low or unavailable.

Analysis

Since 2010, the Project has focused on installing wells only to meet the emergency supply requirements for MPMW's lower zone. The 2018 water system master plan, which was accepted by the City Council May 22, 2018, lists the following recommended capital projects for MPMW in order to provide emergency supply to the lower zone.

- A second well with 1,500 gpm capacity (very high priority)
- A third well, if needed in order to meet the 3,000 gpm goal between all wells (very high priority)
- A 2.5 million gallon (MG) water reservoir and booster pump station (medium priority)

With this new information, staff has been investigating properties that could potentially accommodate a water reservoir, and is considering other ways to provide emergency supply to the lower zone.

- Over the past two years, staff has maintained contact with the Seminary. Initially, the Seminary wanted to focus on completing its sale of land to the Menlo Park Fire Protection District. Now, the Seminary is ready to pursue discussions to consider a proposal to enter into a purchase and/or lease agreement for a well and/or underground water reservoir.
- The draft parks and recreation facilities master plan mentions the potential for an underground water reservoir beneath the playing fields at Burgess Park and a well at Willow Oaks Park.
- The draft Willow Village master plan includes the evaluation of constructing an underground water reservoir beneath the proposed park/sports field on Willow Road.

Next steps

Staff will return to City Council at a later date to provide an update on the Project.

Public Notice

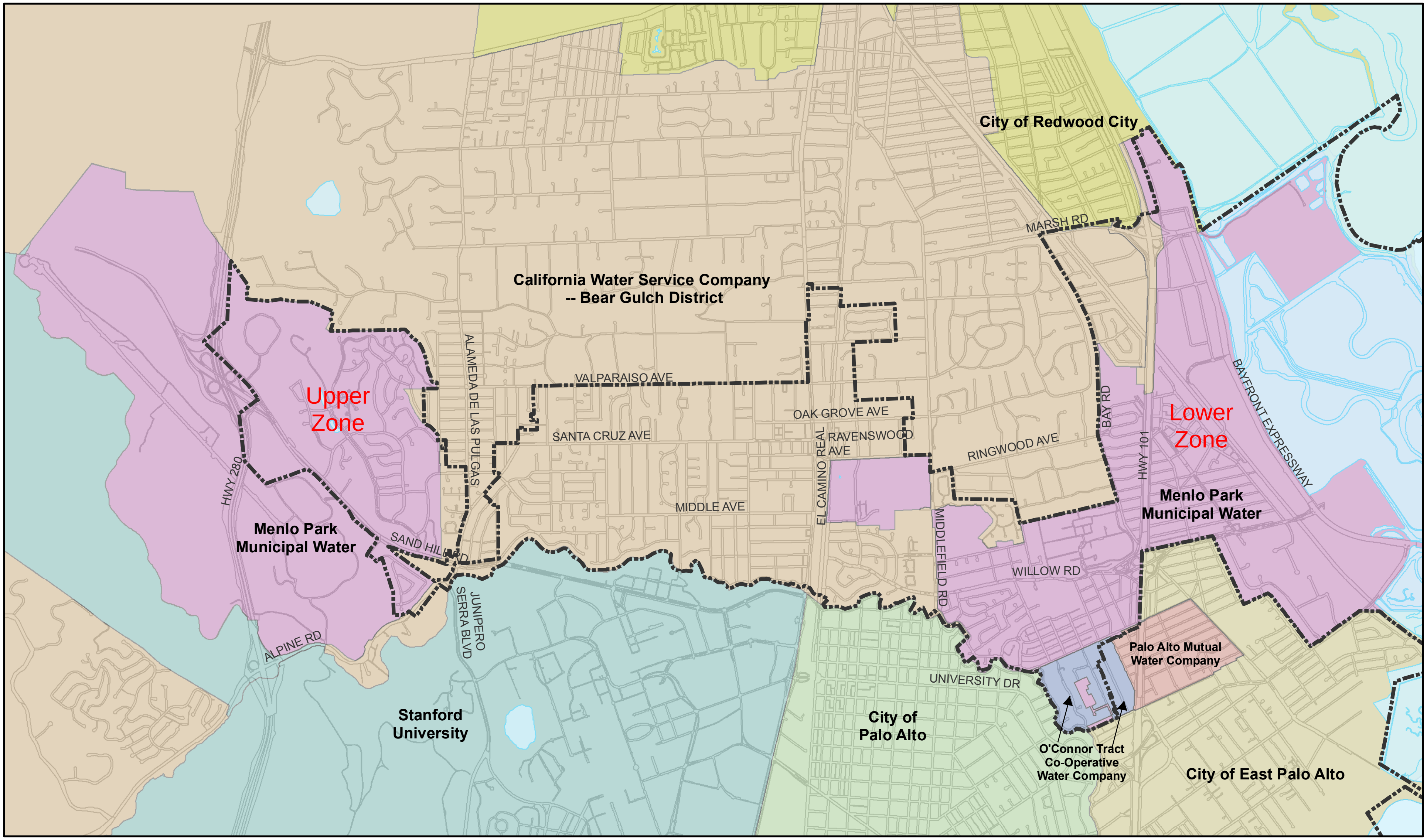
Public notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting.

Attachments

A. Map of water agencies in Menlo Park
B. Hyperlink – October 5, 2010 City Council staff report: menlopark.org/DocumentCenter/View/22764/H2-Att-B
C. Hyperlink – May 2, 2017, City Council staff report: menlopark.org/DocumentCenter/View/14282/H1---Wells-2-and-3?bidId=
D. Hyperlink – January 22, 2013 City Council staff report: menlopark.org/DocumentCenter/View/22763/H2-Att-D
E. Hyperlink – April 9 City Council staff report - menlopark.org/DocumentCenter/View/21178/H4-20190409-Corp-yard-well-amend-CC

Report prepared by:
Pam Lowe, Senior Civil Engineer

Report reviewed by:
Christopher Lamm, Assistant Public Works Director



City Limits
Travel Ways
Water

Water Provider

- California Water Service Company -- Bear Gulch District
- City of East Palo Alto
- City of Palo Alto
- City of Redwood City
- Menlo Park Municipal Water
- Stanford University
- Palo Alto Mutual Water Company
- O'Connor Tract Co-Operative Water Company

W N S E

0 0.5 1 2 Miles

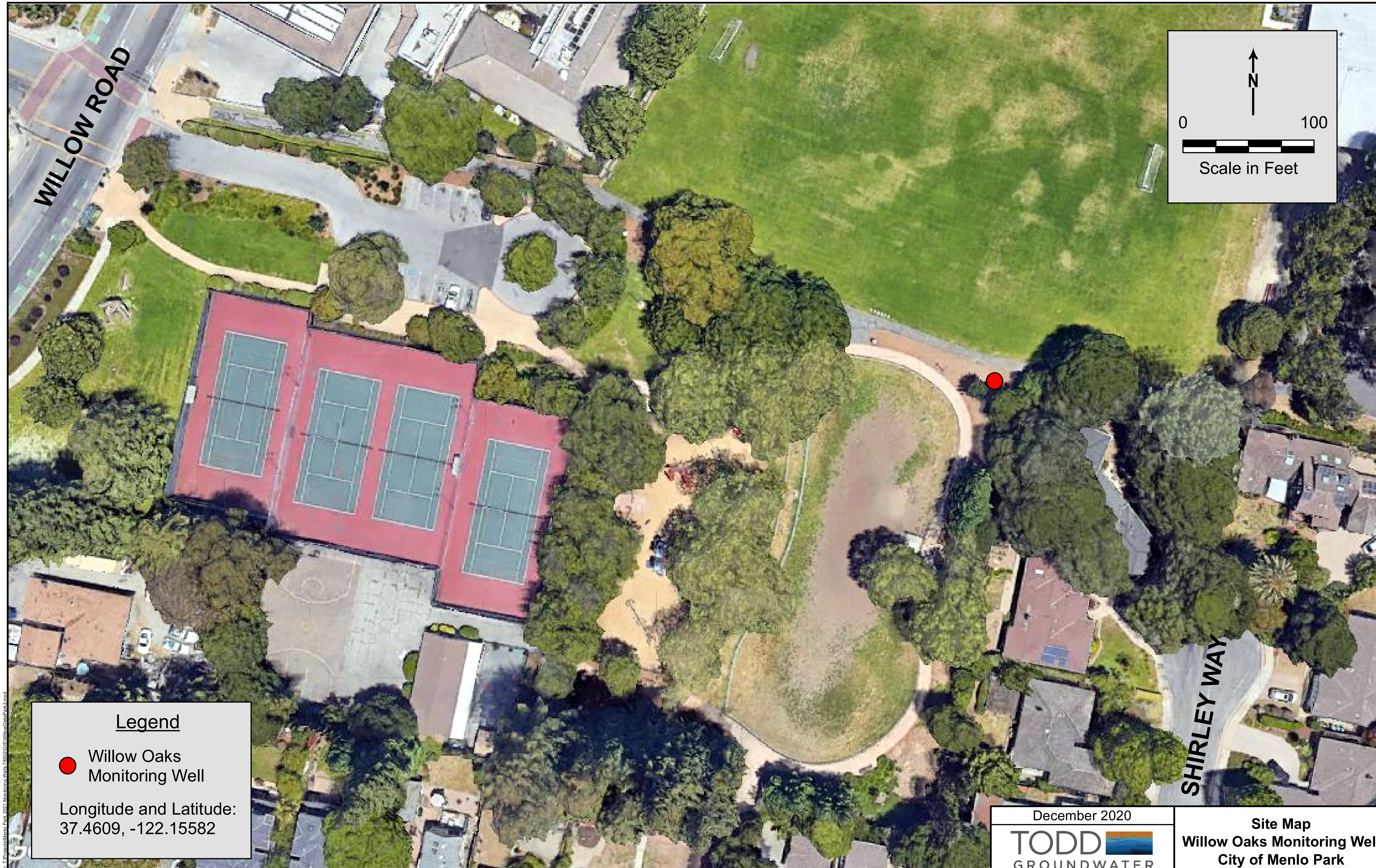
Water Agencies Within and Surrounding Menlo Park

CITY OF MENLO PARK

December 2020

TODD GROUNDWATER

Site Map
Flood Monitoring Well
City of Menlo Park


WILLOW ROAD
SHIRLEY WAY
N
0
100
Scale in Feet
Legend
Willow Oaks Monitoring Well
Longitude and Latitude:
37.4609, -122.15582
December 2020
TODD GROUNDWATER
Site Map
Willow Oaks Monitoring Well
City of Menlo Park

STAFF REPORT

City Council
Meeting Date: **2/9/2021**
Staff Report Number: **21-031-CC**

Informational Item: **2021 City Council goal setting workshop summary**

Recommendation

No City Council action required. Staff is working to prepare additional information for City Council consideration and adoption of the 2021 City Council priorities and work plan February 23.

Policy Issues

City Council conducts an annual goal setting process to prioritize resources for the remainder of the current fiscal year and inform the budget development for the upcoming fiscal year, which begins July 1.

Background

City Council held their 2021 goal setting workshop at a January 30 special meeting from 10 a.m. to 3:15 p.m. City Council received 58 written comments and 29 verbal public comment resulting in approximately 44 recommended priorities for 2021. In their discussion, City Council identified an additional 27 recommend projects or priority area.

Analysis

This informational item transmits two attachments in preparation for City Council discussion on prioritization at their February 23 meeting.

Attachment A provides a list of approximately 130 projects collected through the goal setting process. Some projects listed may be duplicates, while others may lack specificity to constitute a priority. All projects indicate the primary source of the project, with a few reflecting multiple sources, and fall into the following:

- 2020 City Council priorities and work plan, labeled “2020carryover” or “2020suspended,” with two exceptions:
  - “Climate Action Plan implementation” has been separated into the six goals outlined in the CAP, labeled “CAP.”
  - “Information Technology Master Plan implementation” has been split into 23 projects either underway or planned to begin in 2021, labeled “ITMP.”
- Members of the public – General description of projects identified by members of the public either in writing before the goal setting workshop or verbally during the goal setting workshop, labeled “Public.”
- City Councilmembers – Projects identified by City Councilmembers at their January 30 goal setting workshop, labeled “Council.”
- City staff – One-time projects anticipated in 2021 that are operational and have significant long-term impacts on the organization’s efficiency and sustainability, labeled “Staff,” with the expansion of two staff recommended priorities for 2021:

- “Rebuilding Library and Community Services” has been separated into 10 projects labeled “RebuildLCS.”
- “Employee recruitment and retention” has been split into eight projects labeled “Retain/Recruit.”

Attachment A is not exhaustive, and staff is working to provide additional project lists to provide City Council with a more inclusive overview of the various efforts underway for consideration at the February 23 meeting. Examples include the capital improvement program (CIP) budget, process improvement initiatives such as the TIERS public engagement model, development applications in the queue, State and Federal mandates such as Cal-OSHA’s COVID-19 protection program requirements, and regular course of business items anticipated in 2021 such as the labor negotiations.

Attachment B provides a hyperlink to a brief article from the Harvard Business Review’s September-October 2018 edition regarding prioritization. The framework contained in the article may assist in the challenging task of focusing limited resources in 2021.

Impact on City Resources

The impact on City resources will be assessed once City Council establishes priorities.

Environmental Review

This action is not a project within the meaning of the California Environmental Quality Act (CEQA) Guidelines §§ 15378 and 15061(b)(3) as it will not result in any direct or indirect physical change in the environment.

Public Notice

Public notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting.

Attachments

A. Draft listing of projects in process, planned or identified
B. Hyperlink – “Too Many Projects” by Rose Hollister and Michael D. Watkins Harvard Business Review magazine (September – October 2018): hbr.org/2018/09/too-many-projects

Report prepared by:
Nick Pegueros, Assistant City Manager

Council goal setting workshop

Projects

Auto No.	Name	Source
1	Menlo Park SAFER Bay implementation	2020carryover
2	2022 housing element and related zoning code updates	2020carryover
3	Menlo Park Community Campus	2020carryover
4	Transportation management association (TMA) formation	2020carryover
5	Middle Avenue pedestrian & bicycle crossing	2020carryover
6	Short-term rental ordinance	2020carryover
7	Accessory dwelling unit ordinance update	2020carryover
8	ConnectMenlo community amenities list update	2020carryover
9	ECR/Downtown Specific Plan area housing development initiatives	2020carryover
10	Development & environmental review process education series	2020carryover
11	Santa Cruz Ave closure and economic development initiatives	2020carryover
12	Middle Avenue traffic calming project	2020carryover
13	NLC Race, Equity, And Leadership program	2020carryover
14	CAP#1-Explore policy/program options to convert 95% of existing buildings to all-electric by 2030	CAP
15	CAP#2-Set citywide goal for increasing EVs and decreasing gasoline sales	CAP
16	CAP#3-Expand access to electric vehicle charging for multifamily and commercial properties	CAP
17	CAP #4-Reduce vehicle miles traveled (VMT) by 25% or an amount recommended by the Complete Streets Commission	CAP
18	CAP #5-Eliminate the use of fossil fuels from municipal operations	CAP
19	CAP#6-Develop a climate adaptation plan to protect the community from sea level rise and flooding	CAP
20	Near-term downtown parking and access strategies	2020suspended
21	Ravenswood Avenue Caltrain grade separation study	2020suspended
22	Single-family residential design review	2020suspended
23	City Council procedures update	2020suspended
24	Gasoline leaf blower regulations	Public, Council
25	Quiet Zones along the Caltrain corridor	Public, Council
26	Shovel ready transportation infrastructure projects	Public
27	Santa Cruz Avenue/Downtown - All pedestrian, all the time	Public
28	Improve the balance of jobs and housing	Public

Council goal setting workshop

Projects

Auto No.	Name	Source
29	Strategy for unhoused residents	Public
30	Redistricting commission and retaining demographer	Staff, Public
31	Resident committee on the Menlo Park Community Campus	Public
32	Reopen Santa Cruz Ave to vehicular traffic	Public
33	Litter control and illegal dumping around town	Public
34	Downtown sidewalk/street/parking plaza cleanliness	Public
35	Social workers available for every police call	Public
36	Civilianization of traffic and mental wellness check duties	Public
37	Dissolve "Facebook unit"	Public
38	Emergency water (bayside of El Camino)	Public
39	Building and supporting bike paths all over the city	Public
40	Mandate food waste composting for all residential complexes	Public
41	More sand in Jack Lye Park's sandbox	Public
42	Wood burning fires and Spare-the-Air enforcement	Public
43	Down-zone commercial areas for lower densities	Public
44	Re-zone commercial areas for residential development	Public
45	Willow Road traffic calming project	Public
46	Maintain a village character downtown	Public
47	Protect and enhance pedestrian amenities on Santa Cruz Ave	Public
48	Expand shopping, dining and neighborhood services to ensure a vibrant downtown	Public
49	Provide plaza and park space downtown	Public
50	Expand downtown attractions and amenities	Public
51	Storm drainage in West Menlo Park neighborhoods	Public
52	Middle Avenue sidewalks, both sides	Public
53	Garbage pickup downtown	Public
54	Require ADUs in new builds	Public
55	Conduct a review of how staff spends 85% of their time	Public
56	Study session on emergency preparedness	Public
57	Cancel fire district payments for emergency prep coordinator	Public

Council goal setting workshop

Projects

Auto No.	Name	Source
58	Reframe housing element to advance racial equity and respond to climate crisis	Public
59	Coleman/Ringwood safe routes to school improvements	Public
60	Healthy town and healthy environment - with equity lens	Public
61	Mixed use development (parking, retail, housing) downtown	Public
62	1000 ECR tree replacement agreement	Public
63	Weekend enforcement for heritage trees compliance	Public
64	Bar future agreements with private companies for city services	Public
65	Willow Rd./101 tree replanting	Public
66	Valpo hill traffic calming	Public, Council
67	Law enforcement organizational review	Staff, Public, Council
68	Racial equity baseline project (Givens)	Council
69	COVID-19 response, recovery, and support	Council
70	Vaccination and testing support	Council
71	Childcare and mental health coordination with state and county	Council
72	Housing security	Council
73	COVID-19 business recovery	Council
74	COVID-19 cases by census tract	Council
75	Robust education and outreach with residents	Council
76	Prioritize resident needs	Council
77	Policy development supporting resolutions on equity	Council
78	Diversity of leadership team	Council
79	Emergency preparedness	Council
80	Public safety	Council
81	Emergency responders	Council
82	Climate change	Council
83	City services	Council
84	Quality of life	Council
85	Mental health	Council
86	Education and outreach	Council
87	Access to health resources	Council

Council goal setting workshop

Projects

Auto No.	Name	Source
88	Equal distribution of resources	Council
89	Homelessness in MP	Council
90	Diversity in executive leadership	Council
91	City Commissioners	Council
92	Resolutions with action	Council
93	Community Response Team	Council
94	Overnight parking- weekend and holiday	Council
95	Land management software implementation (Accela)	ITMP
96	Operations and asset management system (Cartegraph)	ITMP
97	Human resource information system installation (Kronos/	ITMP
98	Geographic information systems (GIS) service enhancements	ITMP
99	Electronic record management system replacement	ITMP
100	General ledger accounting system replacement (OpenGov)	ITMP
101	Financial transparency module implementation (OpenGov)	ITMP
102	Accounts receivable and fixed asset implementation (OpenGov)	ITMP
103	Electronic timekeeping implementation (Kronos/UKG)	ITMP
104	Electronic plan submittals and review (DigEplan)	ITMP
105	Community engagement software (PublicInput)	ITMP
106	City Council Chambers audio visual system replacement	ITMP
107	Server room heating, ventilation, and air conditioning replacement	ITMP
108	Building and facility security replacement	ITMP
109	Payroll processing system replacement	ITMP
110	Website replacement	ITMP
111	Telephone system upgrade	ITMP
112	Video surveillance replacement	ITMP
113	Core network device replacements	ITMP
114	Productivity software centralization (word processing, spreadsheet, file share, video conferencing, etc.)	ITMP
115	Agenda management system	ITMP
116	Citywide facilities scheduling system	ITMP
117	Program, class and event registration system replacement	ITMP

Council goal setting workshop

Projects

Auto No.	Name	Source
118	Gymnastics facility and program delivery assessment	RebuildLCS
119	Recreation facilities and program delivery assessment	RebuildLCS
120	Childcare facilities and program delivery assessment	RebuildLCS
121	Library facilities and program delivery assessment	RebuildLCS
122	MPCC transitional services plan update (senior center, youth center, and community center)	RebuildLCS
123	Aquatics service delivery assessment - MPCC and Burgess	RebuildLCS
124	Senior center service delivery assessment - MPCC	RebuildLCS
125	Youth center service delivery assessment - MPCC	RebuildLCS
126	Recreation and fitness service delivery assessment - MPCC	RebuildLCS
127	Library and literacy service assessment - MPCC	RebuildLCS
128	City Attorney appointment	Retain/Recruit
129	Police Chief appointment	Retain/Recruit
130	Community Development Director recruitment and appointment	Retain/Recruit
131	Assistant Public Works Director - Transportation recruitment and appointment	Retain/Recruit
132	SEIU labor agreement	Retain/Recruit
133	AFSCME labor agreement	Retain/Recruit
134	POA labor agreement	Retain/Recruit
135	Unrepresented management compensation plan	Retain/Recruit
136	City of Menlo Park mission statement review/update	Staff
137	City Council goal setting process procedure	Staff

CITY OF MENLO PARK

STAFF REPORT

City Council	
Meeting Date:	**2/9/2021**
Staff Report Number:	**21-030-CC**
Informational Item:	**Formation of an interview panel to provide recommendation to full City Council on the selection of a Housing element consultant for the housing element (2023 – 2031) update process**

Recommendation
This is an informational report and provides an update on the next step in the housing element process. No action is required by the City Council.

Policy Issues
There are no policy implications as a result of creating a housing element consultant interview panel. The components of the housing element update will consider a number of policies.

Background
On August 18, 2020, the City Council unanimously supported the initiation of the housing element as one of its top five project priorities for fiscal year (FY) 2020-21. On November 10, 2020, the City Council amended the FY 2020-21 budget by $1.69 million for the housing element and its work related. This expenditure includes the partial-year funding for 2.0 full-time equivalent (FTE) personnel, including recruitment for the community development director position. As part of the City Council's goal setting session for the FY 2021-22 January 30, 2021, staff recommended the continuation of the housing element update as one of the City Council's top priorities. Under California law every jurisdiction in the State is required to update the housing element of its general plan every eight years and have it certified by the California Department of Housing and Community Development (HCD.) The deadline for the current cycle of updates in the Bay Area is January 2023, with the adopted plan covering the years 2023-2031.

The City will be continuing to collaborate with other San Mateo County jurisdictions and the County of San Mateo as part of 21 Elements, similar to previous housing element cycles. In addition, staff intends to partner with a consultant firm to provide expertise in a variety of disciplines and lead the preparation of the housing element and other associated documents. In December 2020, staff issued a request for qualifications (RFQ) to seek a "prime consultant" to work with the City to assemble and manage a team of qualified subconsultants to accomplish the project. The RFQ is included as Attachment A. The City received statement of qualifications from two highly qualified firms.

Analysis
The housing element must be consistent with the City's general plan and updated for compliance with State law and include City policies, strategies, and actions to facilitate the construction of new housing and

preservation of existing housing to meet the needs across all economic levels of the City. The project is complex and is anticipated to consist of multiple components, including the following:

- Create a robust public engagement plan to ensure that the project reflects the community's goals and values. Given the City's Spanish-speaking population part of this outreach will include Spanish translations;
- Update the housing element, including addressing affirmatively furthering fair housing (AFFH) and other State mandates;
- Amend the land use element, the zoning ordinance and/or rezone property to demonstrate compliance with the City's regional housing needs assessment RHNA;
- Develop an environmental justice element (SB 1000) to advance equity and address potential environmental health risks in the City;
- Update safety element (SB 379 pertaining to climate adaptation) for compliance with State law; and
- Prepare a fiscal impact analysis and environmental impact report to inform the public and decision-makers of potential financial and environmental impacts of the project.

The housing element update process must be inclusive, and develop policies and programs that are measurable and achievable. The goal of this process is about more than producing a certified housing element. This process will be an opportunity to take a deeper dive at historical practices and look toward the future through a lens of equity and sustainability. We have heard from both members of the public and City Council that this is important.

Choosing the right consultant to lead this effort is a key first step. The consultant team must not only be subject matter experts, but also be able build trust, effectively communicate ideas, and use innovative strategies to engage a diverse set of community stakeholders. Staff is recommending the creation of a housing element consultant interview panel to assist in bringing a consultant recommendation forward to the City Council for final approval, which is tentatively scheduled for the City Council meeting of March 23, 2021. The interview panel would be comprised of the following seven members:

- Two City Councilmembers as selected by the Mayor
- Two Planning Commissioners as selected by the Chair
- One Housing Commissioner as selected by the Chair
- Two staff members, anticipated to be:
  - Deputy director of community development – housing (Rhonda Coffman)
  - Assistant community services director (Adriane Lee-Bird)

The purpose of the composition is to reflect the varied interests and perspectives of the City Council, Commissions and staff while maintaining a manageable number of panelists. Staff will coordinate and consult with the Mayor and Chairs on their selections to help ensure diversity in perspectives and representation throughout the City. During the broader process once the consultant team is onboard, there will be many opportunities for members of the public and other City Council and Commission members to participate and provide input. Staff will work with the panel to schedule interviews with the two candidates in early March. Prior to scheduling an interview, candidates will be asked to develop proposals and address a few questions in more detail. It is anticipated that the selected consultant may refine their scope and budget, which staff would bring for approval and authorization March 23.

Impact on City Resources
On November 10, 2020, the City Council authorized up to $1.69 million for the preparation of the housing element, including consultant services and partial funding for two FTEs for the FY 2020-21 with an expectation that continued funding for the two positions would continue in future fiscal years.

Environmental Review
This action is not a project within the meaning of the California Environmental Quality Act (CEQA) Guidelines §§ 15378 and 15061(b)(3) as it will not result in any direct or indirect physical change in the environment. As part of the housing element update process, an environmental impact report (EIR) will be prepared.

Public Notice
Public notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting.

Attachments
A. Request for qualifications – housing element update

Report prepared by:
Deanna Chow, Assistant Community Development Director

Report reviewed by:
Justin Murphy, Deputy City Manager

REQUEST FOR QUALIFICATIONS – HOUSING ELEMENT UPDATE

Community Development
Deanna Chow
701 Laurel St.
Menlo Park, CA 94025
dmchow@menlopark.org
650-330-6733

CITY OF MENLO PARK

Purpose

The City of Menlo Park is requesting written Statement of Qualifications from firms interested in leading the preparation of the Housing Element Update, including an environmental impact report (EIR), the rezoning of land, and associated General Plan updates and tasks. The City is required to update its Housing Element for the 2023-2031 planning period as mandated by State law, with completed documents submitted to the State Department of Housing and Community Development (HCD) by January 2023.

Background

Menlo Park is located conveniently between the major metropolitan areas of San Francisco and San Jose in San Mateo County and is a highly-desirable community with a mix of residential neighborhoods, notable employers, a quaint downtown, abundant open space and excellent schools. These attributes contribute to Menlo Park's outstanding quality of life. Menlo Park's approximately 35,000 residents reflect a range of backgrounds and interests and are actively engaged in community life.

Menlo Park is a General Law City and operates under the council-manager form of government. The City Council appoints the city manager and city attorney as well as members of a variety of commissions and committees. The City's website, menlopark.org, is the source for information about services, programs, projects, events, meetings, policies, employment and volunteer opportunities.

During the past 10 years, the City has adopted several key land use and policy documents that serve as the framework for guiding the City's physical change. The El Camino Real/Downtown Specific Plan was adopted in 2012, the City's current Housing Element (2015-2023) was adopted in 2014, and the City's Land Use and Circulation Elements (also commonly known as ConnectMenlo) were comprehensively updated in 2016. Currently, the City is processing multiple development projects that could increase the City's housing stock by approximately 3,200 units and add approximately 1.2 million square feet of net new non-residential (office, life science, retail and personal services) square footage.

Preliminary Regional Housing Need Allocation (RHNA) 6 figures for Menlo Park total approximately 3,000 units, which is a substantial increase from the City's RHNA 5 allocation of 655 units. The Housing Element is one of the City Council's top priorities, and will be updated to include policies, strategies and programs that the City will implement to facilitate the production and preservation of housing to meet the needs across all economic segments of the City. Like many cities along the Peninsula, the City does not contain a surplus of vacant land and creative solutions will be needed to meet the City's RHNA obligation.

The project is anticipated to consist of multiple components, including the following:

- Collaborate in a robust community outreach process to ensure that the project reflects the community's goals and values;
- Housing Element Update, including addressing requirements for affirmatively furthering fair housing (AFFH) and other State mandates;
- Amend the Land Use Element, the Zoning Ordinance and/or rezone property to demonstrate compliance with the City's RHNA;
- Develop an Environmental Justice Element (SB 1000) to advance equity and address potential environmental health risks in the City;
- Update Safety Element (SB 379 pertaining to climate adaptation) for compliance with State law; and
- Prepare a Fiscal Impact Analysis and Environmental Impact Report to inform the public and decision-makers of potential financial and environmental impacts of the project.

The Housing Element Update process must be inclusive, and develop policies and programs that are equitable, measurable and achievable.

More information on the current Housing Element, the City's General Plan, and the El Camino Real/Downtown Specific Plan are available for review on the City's website here:

- Housing Element – menlopark.org/housingelement
- General Plan – menlopark.org/generalplan
- El Camino Real/Downtown Specific Plan – menlopark.org/specificplan

Funding for this project was approved by the City Council on November 10, 2020, in the amount of $1,500,000. The City expects to negotiate a detailed scope and budget with the most qualified consultant team identified through this RFQ process.

Qualifications

Respondents must have expertise and demonstrated success in leading a team through a complex planning project. The consultant will work collaboratively with staff and community stakeholders to conduct a Housing Element process that is inclusive and engages the community, complies with all applicable laws and regulations, and results in a state certified Housing Element that addresses the housing needs of the City of Menlo Park.

Respondents would be considered the "prime consultant" and work with the City to assemble and manage a team of qualified subconsultants to accomplish the project. The ideal consultant will possess demonstrated experience in and knowledge of:

- Developing realistic goals, policies and programs to address housing challenges in the community;
- State requirements regarding the Housing Element, including, but not limited to, recent legislation and legal changes regarding site inventory and affirmatively furthering fair housing;
- State regulations and Office and Planning Research (OPR) guidelines regarding the preparation of Environmental Justice Elements and other General Plan elements;
- Effective land use planning strategies;
- Innovative ways to engage a diverse set of community stakeholders, effective ways to communicate ideas (oral, written and graphic), and best practices to encourage public participation;
- Managing a team of subconsultants form a variety of disciplines, including the preparation of EIRs and fiscal impact studies; and
- Ensuring the project remains on time and within the allocated budget.

A response to this RFQ should contain the following elements:

1. Cover letter
   Please begin with a letter introducing your firm and summarizing your general qualifications and areas of expertise and your interest in the Housing Element Update. Please identify a single point of contact for the RFQ process and contact information.
2. Statement of qualifications
   Please include a description of the firm and its qualifications for providing consulting services to meet the needs outlined in this RFQ. Please include information relating to your philosophy and general approaches to the work to be performed. Please emphasize qualifications and experience with projects that require soliciting input from a variety of stakeholders with a wide range of opinions that demonstrates how your firm was able to reach consensus to move forward.
3. Key personnel
   Please include names of key personnel, their respective titles, education, work experience and periods of service with the firm. Identify potential project managers and any team member who would interact with City staff or the public. Selection of subconsultants would be a collaborative process with City staff. However, if your firm has an established working relationship with a team of subconsultants who would be qualified to perform the work, please identify likely team members and experience working with the firms. Please include a brief description about the firm's diversity and equity goals and practices.

4. Fee schedule
   Please include a fee schedule for personnel and a general description of other typical costs. A formal proposal is not required at this time.
5. Availability
   Please include a brief statement of the availability of the firm and key personnel to undertake work over the next two (2) years.
6. Project list
   Please include a list of similar or related projects, including at least one Housing Element, completed by the firm, along with all relevant background information, including project timeframe and major milestones (maximum of 10 examples within the past 10 years). For projects that were completed by a team of consultants, please clarify the specific contribution of your firm. Please provide at least one example of a work product that you believe would be most relevant to this RFQ.
7. References
   Please include names, emails and telephone numbers of at least three (3) people whom City staff may contact for references regarding the past performance on similar projects of the firm, project manager, and any team member that would interact directly with City staff or the public.
8. Disclosure
   Please list any and all litigations that your firm and/or sub-consultants are currently engaged in and disclose whether your firm and/or any personnel or sub-consultants to be considered as part of this RFQ have previously performed work for a Menlo Park property owner or developer over the past 10 years. Please identify for whom such work was performed and the type and timeframe of the work performed. In addition, please disclose any work currently being performed for any jurisdiction or substantial property owner/developer within a five (5) mile radius of Menlo Park.
9. Contract terms
   Please list any requested changes to the City's standard contract terms (Attachment A).

Communication protocols

If you have questions regarding the RFQ, please contact
Assistant Community Development Director Deanna Chow
dmchow@menlopark.org
650-330-6733
Email is the preferred form of communication.

Deadline

Submit one electronic copy of the required documents outlined in this RFQ and a file sharing link of the documents no later than 5 p.m., Friday, January 22, 2021, to to Deanna Chow at dmchow@menlopark.org. No late submittals will be accepted. Due to the City's network security, some attachments may get caught in the filter; therefore, a file sharing link is also requested. Upon receipt of a submittal, City staff will send an email confirmation. If no confirmation is received within 48 hours of submittal, please contact Deanna Chow.

Selection criteria

All responses to this RFQ will be reviewed by City staff. An optional interview may be scheduled for firms, particularly if a firm has not performed work for Menlo Park over the past 10 years. Staff will identify the most qualified consultant team(s) for the Housing Element update and related tasks, and work with the firm(s) to assemble a team and develop a draft scope of work, budget and schedule for the project. The City Council will review these recommendations, and after receiving public input, the City Council will make the final determination as to awarding the professional services contract with the identified consultant team.
The City reserves the right to complete the selection process based upon information supplied in the RFQ without conducting interviews. The determination of the most qualified consultant(s) will be on the basis of demonstrated competence and qualifications for the type of services required. The City will check the references of the top ranked consultant(s) for items such as record in accomplishing work in a timely manner for similar projects within budget, quality of work completed for public agencies, ability to work with City staff and the public and outstanding litigation.

The City of Menlo Park reserves the right to select, approve, recommend or disapprove sub-consultants at its discretion.

The City will negotiate an agreement with the most qualified consultant(s). If negotiations with said consultant are unsuccessful, the City will negotiate with the second most qualified firm. The selection process will be complete once a contract is executed. When the City has reached an agreement with a consultant, all firms submitting a proposal will be notified of the results in writing.

All work including data, documents, and other work products performed or prepared by the consultant and all sub-consultants shall be considered the property of the City. All proposals, once submitted to the City, become public record and may be released upon request.

Schedule

The following is a tentative schedule of milestones. The consultant shall state in the proposal a commitment to the project schedule outlined below, including project staff resources.

Responses due	Friday, January 22, 2021
Interviews (if needed)	Week of February 1, 2021
Consultant proposals due	Week of March 1, 2021
City Council contract approval (including selection of subconsultants)	March 23, 2021
Project completion	Fall 2022