

**AGREEMENT FOR PROFESSIONAL SERVICES
WITH THE CITY OF MURRIETA (“CITY”)**

Project Name/Description (“**Project**”): Collection Development Services

Contract Number:

Consultant Name (“**Consultant**”): Brodart Company

Consultant Address: 500 Arch Street, Williamsport, PA 17701

Consultant Representative Name and Title (“**Consultant Representative**”): Alicia Snarr, Library Consultant

Consultant Representative Work Phone and Email: Phone: 800.233.8467, ext. 6380
Cell: 570-692-2041 alicia.snarr@brodart.com

Effective Date: December 6, 2023

Termination Date: June 30, 2025

Total Not-To-Exceed Contract Amount (“**Contract Sum**”): Thirty Thousand Dollars (\$30,000.00) per fiscal year not to exceed One Hundred and Twenty Thousand Dollars (\$120,000.00) cumulatively.

City Department Contact (“Department Contact”): Gretchen Sedlacek

Department Contact Work Phone and Email: 951.461.6147 gsedlacek@murrietaca.gov

Is Federal Funding Being Used to Fund Any Part of The Project (Yes/No): No

RECITALS

- A. The City desires to contract with a Consultant to provide professional services as more further set forth herein.
- B. The City circulated a Request for Proposals for the above-described professional services.
- C. Consultant submitted a proposal to City to provide the above-described professional services.
- D. City Staff has reviewed all the proposals and after considering the demonstrated competence of Consultant, the professional qualifications of Consultant, and the fairness and reasonableness of Consultant’s proposed cost, staff has determined that an agreement to provide the required services should be awarded to Consultant.

THIS AGREEMENT FOR SERVICES (“**Agreement**”) is made and entered into as of the Effective Date set forth above by and between CITY OF MURRIETA, a California municipal corporation (“**City**”) and (“**Consultant**”). City and Consultant may be referred to individually as “**Party**” or collectively as “**Parties**.” In consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. SERVICES OF CONSULTANT

- 1.1 Scope of Services.** In compliance with all terms and conditions of this Agreement, Consultant shall provide those services specified in the “**Scope of Services**” attached hereto as Exhibit A and incorporated herein by this reference, which may be referred to herein as the “**services**” or “**work**” hereunder. As a material inducement to City entering into this Agreement, Consultant represents and warrants: a) it has the qualifications, experience, and facilities necessary to properly perform the Services required under this Agreement b) all services set forth in the Scope of Services will be performed in a competent and satisfactory manner; c) all materials used for services will be both of good quality as well as fit for the purpose intended; and, d) Consultant shall follow the highest professional standards and practices in performing the services required hereunder.
- 1.2 Consultant’s Proposal.** The Scope of Services shall include the scope of services or work included in Consultant’s proposal or bid, which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal or bid, and this Agreement, the terms of this Agreement shall govern. No other terms and conditions from Consultant’s proposal or bid, other than description of scope of services or work, shall apply to this Agreement, unless specifically agreed to by City in writing.
- 1.3 Compliance with Law.** All services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules and regulations of City and any federal, State or local governmental agency having jurisdiction in effect at the time services are rendered. City, and its officers, employees and agents, shall not be liable at law or in equity for failure of Consultant to comply with this Section.
- 1.4 Licenses, Permits, Fees and Assessments.** Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for Consultant’s performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.
- 1.5 Familiarity with Work.** By executing this Agreement, Consultant represents and warrants Consultant: a) has thoroughly investigated and considered services to be performed, b) has carefully considered how services should be performed, and c)

fully understands the facilities, difficulties and restrictions attending performance of services under this Agreement.

- 1.6 Software and Computer Services.** If the Scope of Services includes the provision and/or installation of any software, computer system, or other computer technology, Consultant represents and warrants that it is familiar with and/or has inspected City's current infrastructure, equipment, computer system and software and that the software, computer system, or other computer technology provided and/or installed by Consultant under this Agreement is compatible, and shall be fully functional, with such infrastructure, equipment, computer system and software of City. Consultant acknowledges that City is relying on this representation by Consultant as a material consideration in entering into this Agreement.
- 1.7 Prevailing Wages.** If services include any "public work" or "maintenance work," as those terms are defined in California Labor Code section 1720 *et seq.* and California Code of Regulations, Title 8, section 16000 *et seq.*, and if the total compensation is \$1,000 or more, Consultant shall pay prevailing wages for such work and comply with the requirements in California Labor Code section 1770 *et seq.* and 1810 *et seq.*, and all other applicable laws.
- 1.8 Special Requirements.** Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit B and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit B and any other provisions of this Agreement, the provisions of Exhibit B shall govern.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT

- 2.1 Contract Sum.** Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the rates specified in the "Schedule of Compensation" attached hereto as **Exhibit C** and incorporated herein by this reference. The total compensation for all work, including reimbursement for actual expenses, shall not exceed the Contract Sum set forth above. Compensation may include reimbursement, for actual and necessary expenditures, if both are specified in the Schedule of Compensation, as well as approved by City in advance.
- 2.2 Invoices.** Unless some other method of payment is specified in Exhibit C, Schedule of Compensation, in any month in which Consultant wishes to receive payment, no later than the first business day of such month, Consultant shall submit to City, in a form approved by City's Finance Director, an invoice for services rendered prior to the date of the invoice. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of this Agreement. Except as provided in Sections 7.3, 7.4 and 7.5, City shall pay Consultant for all expenses stated thereon which are approved by City pursuant to this Agreement generally within thirty (30) days, and City will use its best efforts to make payment no later than forty-five (45) days, from the submission of an invoice in an approved form. In the event any charges or expenses are disputed by

City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by City for any invoice provided by Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law. Each invoice is to include (unless otherwise specified by City): 1) line items for all personnel describing the work performed, the number of hours worked, and the hourly rate; 2) line items for all materials and equipment properly charged to the Services; 3) line items for all other approved reimbursable expenses claimed, with supporting documentation; and 4) line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

ARTICLE 3. PERFORMANCE SCHEDULE

3.0 Time of Essence. Time is of the essence in the performance of this Agreement.

3.1 Term. The Agreement shall commence upon the Effective Date set forth above and will continue until the Termination Date. This Agreement may be extended for up to one, additional two-year period upon the mutual agreement in writing of both parties.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of any ongoing services, which shall be no later than the Termination Date set forth above. Notwithstanding the foregoing, the Indemnification and Insurance provisions set forth in Article 5 shall survive the termination of this Agreement.

3.2 Schedule of Performance. Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed from City and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as **Exhibit D** and incorporated herein by this reference.

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including City, if Consultant shall within ten (10) days of the commencement of such delay notify City in writing of the causes of the delay. City shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of City such delay is justified. City's determination shall be final and conclusive upon the Parties to this Agreement. In no event shall Consultant be entitled to recover damages against City for any delay in the performance of this

Agreement, however caused, Consultant's sole remedy being extension of this Agreement pursuant to this Section.

ARTICLE 4. COORDINATION OF WORK

- 4.1 Representative of Consultant.** The Consultant Representative is authorized to act on Consultant's behalf with respect to the work or services specified herein and to make all decisions in connection therewith. It is expressly understood that the experience, knowledge, capability and reputation of the representative was a substantial inducement for City to enter into this Agreement. Therefore, the representative shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the representative may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City.
- 4.2 Department Contact for City.** The Department Contact (or other person designated by the City Manager) shall be the primary person on behalf of City responsible for the administration of the Agreement. It shall be Consultant's responsibility to assure that the Department Contact is kept informed of both the progress of the performance of the services as well as any decisions which must be made by City.
- 4.3 Approvals from City.** City approvals or actions, pursuant to the authority of this Agreement, are to be made (unless otherwise specified) either by the Contract Manager, City Manager or by their delegate as provided for in writing.
- 4.4 Independent Contractor.** Neither City, nor any of its officers, employees or agents, shall have any control over the manner or means by which Consultant, or its officers, employees, agents or subcontractors, perform the services required herein, except as otherwise set forth herein. Consultant shall perform all services required herein as an independent contractor of City and shall remain under only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it, or any of its officers, employees, agents or subcontractors, are officers, employees or agents of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant. Consultant shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner. Consultant represents and warrants that the personnel used to provide services to City pursuant to this Agreement shall at all times be under Consultant's exclusive control and direction. No City employee benefits shall be available to Consultant, its officers, employees, agents or subcontractors, in connection with the performance of this Agreement. City shall not be liable for compensation or indemnification to Consultant, its officers, employees, agents or subcontractors, for injury or sickness arising out of performing services hereunder. In the event that Consultant or any officer, employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a federal or state agency, a court of

competent jurisdiction, or the California Public Employees' Retirement System, to be classified as other than an independent contractor for City, then Consultant shall indemnify, defend, and hold harmless City for the payment of any and all assessed fines, penalties, judgments, employee and/or employer contributions, and any other damages and costs assessed to City as a consequence of, or in any way attributable to, the assertion that Consultant, or any officer, employee, agent, or subcontractor Consultant used to provide services under this Agreement, is/are employees of City.

- 4.5 Subcontracting or Assignment.** The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for City to enter into this Agreement. Therefore, without express written approval of City, Consultant shall not contract with any other City to perform in whole or in part services required hereunder without express written approval of City, and neither this Agreement nor any interest herein may be transferred or assigned. No approved transfer shall release Consultant, or any surety or insured of Consultant, of any liability hereunder without express written consent of City.

ARTICLE 5. INSURANCE AND INDEMNIFICATION

- 5.1 Insurance Coverages.** Prior to commencement of any services under this Agreement, and without limiting Consultant's indemnification obligation to City, Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, for the duration of the Agreement, primary policies of insurance of the type and amounts set forth in the "Insurance Requirements" attached hereto as **Exhibit E** and incorporated herein by this reference.

5.2 Indemnification.

(a) **General Obligations.** Consultant agrees, to the full extent permitted by law, to indemnify, defend and hold harmless City and its elected and appointed officers, employees and agents (each an "**Indemnatee**" and collectively, "**Indemnitees**") against, and will hold and save them and each of them harmless from, whether actual or threatened, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities (herein "**Claims or Liabilities**") that may be asserted or claimed by any person, firm or City arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or City for which Consultant is legally liable (each an "**Indemnitor**" and collectively, "**Indemnitors**"), or arising from Indemnitors' reckless or willful misconduct, or arising from Indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith: 1) Consultant will defend any action or actions filed or threatened in connection with any such Claims or Liabilities, or at option of Indemnatee(s) will reimburse and pay for all costs and expenses, including legal costs and attorneys' fees, incurred by Indemnatee(s) in connection therewith; and, 2) Consultant will promptly pay any judgment rendered against Indemnatee(s) for any such Claims or Liabilities, and will save and hold Indemnatee(s) harmless therefrom.

(b) Further Provisions. The indemnity obligation herein shall be binding on successors, assigns and heirs of Consultant and shall survive termination of this Agreement. Consultant shall incorporate similar indemnity agreements as provided herein with its subcontractors, and if Consultant fails to do so Consultant shall be fully responsible to indemnify City hereunder therefor. Failure of City and/or City Parties (collectively "City" for solely this Section 5.3(b)) to monitor compliance with any of the indemnification provisions herein shall not be a waiver hereof. The indemnification provisions herein do not apply to claims or liabilities occurring as a result of City's sole negligence or willful misconduct, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnification provided herein includes Claims or Liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Indemnitors in the performance of professional services hereunder. Payment of invoices by City is not a condition precedent to enforcement of the indemnity obligation herein. In the event of any dispute between Consultant and City, as to whether liability arises from the sole negligence or willful misconduct of City, Consultant will be obligated to pay for City's defense until such time as a final judgment has been entered adjudicating City as solely negligent or responsible for willful misconduct. Consultant will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

(c) Pursuant to the full language of California Civil Code §2782, Design Professionals agrees to indemnify, including the cost to defend, City and its officers, officials, employees, and volunteers from and against any and all claims, demands, costs, or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Design Professional and its employees or agents in the performance of services under this contract, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful acts of the City; and does not apply to any passive negligence of the City unless caused at least in part by the Design Professional. The City agrees that in no event shall the cost to defend charged to the Design Professional exceed that professional's proportionate percentage of fault. This duty to indemnify shall not be waived or modified by contractual agreement or acts of the parties.

5.3 Professional Liability. When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless Indemnitees against, and will hold and save them and each of them harmless from, whether actual or threatened, any and all Claims and Liabilities, consistent with all obligations provided for in this Section 5.3, to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission, or reckless or willful misconduct of Indemnitors in the performance of professional services under this Agreement.

ARTICLE 6. RECORDS, REPORTS AND RELEASE OF INFORMATION

6.1 Records. Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder ("**books and records**") as shall be necessary to perform the services

required by this Agreement and enable City to evaluate the performance of such services. Any and all such books and records shall be maintained in accordance with generally accepted accounting principles, shall be complete and detailed, and shall be readily accessible. City shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts. Such books and records shall be maintained for a period of three (3) years following completion of the services hereunder. City shall have access to such books and records in the event any audit is required. Consultant shall fully cooperate with City in providing access to any and all Consultant records and documents if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

- 6.2 Ownership of Documents.** All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (“**documents and materials**”) prepared by Consultant, its officers, employees, agents and subcontractors in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of City and/or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership, use, reuse, or assignment of the documents and materials hereunder. Consultant may retain copies of such documents and materials for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents and materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, with respect to any Consultant documents and materials that may qualify as “works made for hire” as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed “works made for hire” for City.
- 6.3 Confidentiality and Release of Information.** All information gained or work product produced by Consultant in its performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from City. Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from City or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered “voluntary” provided Consultant immediately gives City notice of such court order or subpoena. If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney’s fees, caused by or incurred as a result of Consultant’s conduct. As concerning, regarding or related to, in any way, this Agreement and the work performed thereunder: a) Consultant shall immediately notify City should

Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party; b) City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding; and, c) Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant, however, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

- 7.1 California Law.** This Agreement shall be interpreted, construed and governed both as to validity and to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Riverside, State of California, or any other appropriate court in such county, and Consultant agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Riverside, State of California.
- 7.2 Suspension, or Termination, Prior to Expiration of Term.** This Section shall govern any termination of this Agreement except as specifically provided in Section 7.4 for termination for cause. City reserves the right to terminate or suspend this Agreement, or any portion hereof, at any time, for any reason, with or without cause, upon ten (10) days' notice to Consultant, except that where termination or suspension is due to the fault of Consultant, the period of notice may be such shorter time as determined by City. Upon receipt of any notice of termination or suspension, Consultant shall immediately cease all services hereunder, unless the notice provides otherwise, or except such as specifically approved by City. Upon submittal of an invoice consistent with Section 2.2, Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination or suspension and for any services authorized by City thereafter in accordance with the Schedule of Compensation, or such as may be approved by City, except as provided in Section 7.5. In event of termination, or suspension, without cause pursuant to this Section, there is no need to provide opportunity to cure pursuant to Section 7.3.
- 7.3 Default of Consultant and Opportunity to Cure.** In the event that Consultant is in default under the terms of this Agreement, City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively ten (10) days, but may be extended, or reduced, if circumstances warrant, as determined by City. During the period of time that Consultant is in default, City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices, without liability

for interest. In the alternative, City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default by conclusion of noticed timeframe, City may immediately both terminate this Agreement with notice to Consultant as well as pursue the remedy in Section 7.4, without prejudice to any other remedy to which City may be entitled at law, in equity or under this Agreement. Any failure on the part of City to give notice of Consultant's default shall not be deemed to result in a waiver of City's legal rights or any rights arising out of any provision of this Agreement.

- 7.4 Termination for Default of Consultant.** If termination is due to the failure of Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.3, take over the work and prosecute the same to completion by contract or otherwise, and Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to Consultant for the purpose of set-off or partial payment of the amounts owed City therefor.
- 7.5 Retention of Funds.** Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of Consultant to insure, indemnify, and protect City as elsewhere provided herein.
- 7.6 Waiver.** Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement. Consultant acknowledges and agrees that any actual or alleged failure on the part of City to inform Consultant of non-compliance with any requirement of this Agreement imposes no additional obligations on City nor does it waive any rights hereunder. Payment to Consultant for work performed

pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

- 7.7 Rights and Remedies are Cumulative.** Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.
- 7.8 Legal Action.** In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code sections 905 *et seq.* and 910 *et seq.*, in order to pursue a legal action under this Agreement.
- 7.9 Attorneys' Fees.** If either Party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorneys' fees. Attorneys' fees shall include attorneys' fees on any appeal, and a Party entitled to attorneys' fees shall be entitled to all other reasonable costs for investigating such action, consultants' fees, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. Such fees and costs shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. INDIVIDUAL LIABILITY, CONFLICTS AND NON-DISCRIMINATION

- 8.1 Non-liability of City Officers and Employees.** No officer or employee of City shall be personally liable to Consultant, or any successor in interest, in the event of any default or breach by City or for any amount which may become due to Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.
- 8.2 Conflict of Interest.** Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of City. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement. City, in its sole discretion, shall determine the existence of a conflict of interest and may terminate this Agreement in the event such a conflict of interest exists upon sending Consultant written notice

describing the conflict. No officer or employee of City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to this Agreement which affects their financial interest or the financial interest of any corporation, partnership or association in which they are, directly or indirectly, interested, in violation of any State statute or regulation. Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

- 8.3 Covenant Against Discrimination.** Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

ARTICLE 9. MISCELLANEOUS PROVISIONS

- 9.1 Notices.** Any notice or other communication either Party desires or is required to give to the other Party or any other person in regards to this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, in the case of City addressed to City Clerk at City of Murrieta, 1 Town Square, Murrieta California 92562, and in the case of Consultant, to the person(s) at the address designated on the cover page of this Agreement. Either Party may change its address by notifying the other Party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.
- 9.2 Interpretation.** The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement, headings used, or any other rule of construction which might otherwise apply.
- 9.3 Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and such counterparts shall constitute one and the same instrument.
- 9.4 Integration; Amendment.** This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the Parties as to the Agreement. It is understood that there are no oral agreements between the Parties hereto affecting this Agreement, and this Agreement supersedes and cancels any and all prior and contemporaneous negotiations, arrangements, agreements and understandings, if any, between the Parties, concerning this Agreement, and none

shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by Consultant and by City.

- 9.5 Severability.** Should a portion of this Agreement be declared invalid or unenforceable by a judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the Parties unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.
- 9.6 No Undue Influence.** Consultant declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of City has or will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling City to remedies in Section 7.4 and any and all remedies at law or equity.
- 9.7 Corporate Authority.** The persons executing this Agreement on behalf of the Parties hereto warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (iv) entering into this Agreement does not violate any provision of any other agreement to which said Party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.
- 9.8 Federal Funding.** If federal funding is being utilized to fund any part of the Project, as indicated on the Cover Page of this Agreement, the terms of **Exhibit F** are hereby incorporated herein by this reference. If no federal funding is being utilized, Exhibit F may be omitted.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF MURRIETA, a California municipal corporation

By: _____
Kim Summers, City Manager

ATTEST:

Cristal McDonald, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Tiffany Israel, City Attorney

CONSULTANT:

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairperson of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. (Cal. Corp. Code § 313.) Appropriate attestations shall be included as may be required by the bylaws, articles of incorporation or other rules or regulations applicable to Consultant's business City.

_____, a _____

By: _____
Name:
Title:

By: _____
Name:
Title:

EXHIBIT "A"

SCOPE OF SERVICES

Consultant will perform the following Services:

Management Plan: Vendor shall identify a project manager as lead contact person.

COLLECTION DEVELOPMENT & SELECTION SERVICES

Creating the "ultimate collection" isn't a small task. There are many factors to be considered. At Brodart, we began providing collection development products and services in 1982. Many of our Collection Development Services such as TIPS, FASTips, Collection Builder and vendor selection services are industry leaders. We currently provide many public libraries with an array of specialized Collection Development Services for both ongoing and opening day collection needs.

1. TIPS (Title Information Preview Service) Notification Program

Delivers selection lists for new and forthcoming titles. Choose from two service levels —

Silver TIPS - every month receive free curated lists spanning an array of subjects and age ranges. Choose the lists that interest you and they will be automatically posted to your online account.

Diamond TIPS - define your own collection categories. Set specific parameters and the lists will be automatically posted to your online account. Customize as desired.

2. Standing Orders

Whether it's authors/series you can't live without or staying current with annual publications, our Collection Development team will monitor publication dates and automatically place orders on your behalf. Save time on research, meet patron demand, and never miss an important publication.

FASTips (Frequent Author and Series TIPS) — this is a free service to our customers. Set your preferences one time and receive your books automatically. You can edit your selections at any time.

Continuations — another free service to our customers, our standing order program for true serials, such as test prep and travel guides, takes the hassle out of keeping up with annual or irregular periodical publications.

3. Collection Builder

Build or refresh your collection with lists for relevant topics and events. Collection Builders provide one-time targeted lists for special projects, collection enhancement or replacement ordering.

4. Online Selection Lists

Brodart also has hundreds of specialty lists from which to choose. Not only are the lists separated into age ranges and categories, they can also be filtered for custom searches to make it easy to find exactly what you're looking for. Choose lists on Hot Topics, Awards, Graphic Novels, Public Library Collection Builder, Spanish Titles and more.

All of our collection development lists are posted to Bibz, Brodart's online ordering and collection development tool. Following is a detailed description of all of our Collection Development services.

5. TIPS@ - Notification Program

TIPS (Title Information Preview Service) is designed to help your library streamline its ongoing selection process. We identify new titles, gather all pertinent information on those titles, eliminate duplicates, and present you with regular lists of new titles to consider for your collection.

These profile elements, chosen specifically to meet the needs of libraries, allow you either to create a profile that mimics your current title identification and list-building process OR to explore new approaches to the collection-building process. In other words, if you currently compile lists from multiple journal reviews, we can do that for you. Or, if you would like to expand the number of sources from which you draw titles, we can monitor new titles by publisher, series, author or illustrator.

Two levels of TIPS are available to accommodate your specific needs. We do the legwork; you make your selections.

5a. Level 1 - Silver TIPS

Monthly lists of the most popular titles delivered to your online account free of charge for Brodart customers. Full-text reviews are provided when available. Silver TIPS Programs include-

Children's Silver TIPS

Board Books for Libraries

- Formats appropriate for public library use in terms of size, shape, and materials
- Selected by our children's buyer
- Most titles due for publication within next two months

Top Children's Hardcover Titles

- Popular and high-quality books for children through age twelve
- Emphasis on picture books, but nonfiction, fiction, and graphic novels also included
- Seasonal coverage for holidays plus one topical backlist each month
- Most titles are one month prepublication

Top Children's Paperback Titles

- Best new releases for children through age twelve
- Many reprints of popular hardcovers, but also includes paperback originals, especially popular series

- Emphasis on titles classed as Easy, but also includes fiction and nonfiction
- Most titles one month pre-publication or current month of publication

Children's KidSafe Graphic Novels

- Graphic novels that have been reviewed book-in-hand or online and judged suitable for children through age twelve
- Titles are both popular and high quality
- Includes manga and other series, plus important single titles and nonfiction in a graphic format
- Includes a range of publication dates due to book-in-hand review requirement

Fresh Reads for Kids

- Forthcoming titles from children's favorite authors
- Primarily picture books and fiction, with some easy readers and nonfiction included
- Hardcover, reinforced, and library editions, as well as paperbacks
- Publication dates from the current month up to three months pre-publication

Children's and Teen Nonfiction Picks

- Recreational non-fiction titles for youth that may or may not be reviewed
- Hardcover, reinforced, and library editions, as well as paperbacks
- Publication dates are up to 2 months prepublication

Teen Silver TIPS

Top Teen Hardcover Titles

- Popular and high-quality titles for middle school and high school readers (age ten and up)
- Emphasis on fiction, particularly science fiction, fantasy, and horror; also includes nonfiction for recreation and school support
- Selected high interest/low reading level titles and graphic novels
- Most titles are one month pre-publication

Top Teen Paperback Titles

- Best new releases for middle school and high school readers (age ten and up)
- Many reprints of popular hardcovers, but also includes paperback originals, especially popular series
- Emphasis on fiction, but some nonfiction and graphic novels included
- Most titles one month pre-publication or current month of publication

Teen KidSafe Graphic Novels

- Graphic novels that have been reviewed book-in-hand or online and judged suitable for ages ten and up
- Titles are both popular and high quality

- Includes manga and other series, plus important single titles and nonfiction in a graphic format
- Includes a range of publication dates due to book-in-hand review requirement

Graphic Novel Reads for Teens

- Popular graphic novels for ages ten through nineteen
- Incorporates Teen KidSafe and other titles suitable for tweens and teens
- Includes manga and other series, plus important single titles and nonfiction in a graphic format
- Titles may be up to four months pre-publication

Adult Silver TIPS

Blockbusters

- Hardcover titles that no public library can be without!
- Adult fiction and nonfiction from the most popular authors or on hot topics
- Titles with large print runs and heavy publisher promotion
- Three to four months prepublication

Top Adult Hardcover Titles

- High demand adult popular reading
- Fiction and nonfiction from top-selling authors plus titles from promising first novelists
- Selected movie tie-ins and graphic novels
- Includes Blockbusters (available separately above) plus other titles to round out genre interests
- Three to four months prepublication

Top Adult Paperback Titles

- The best upcoming paperback titles for a popular reading collection
- Emphasis on high demand authors and titles, including titles that were New York Times Bestsellers in hardcover
- Mostly fiction but some nonfiction included
- Includes both originals and reprints, trade and mass markets
- Most titles one month prepublication

UrbanFix

- Urban fiction (aka street lit) for the adult collection
- Emphasis on African-American characters in an urban setting
- Includes titles with sex, violence, drugs and strong language
- Primarily trade paperback but some hardcovers and mass markets included
- Most titles from current month up to two months pre-publication

Christian Fiction

- Christian Fiction for the adult collection
- Emphasis on Evangelical Christian fiction; also includes Urban Christian
- Hardcover and trade paperback bindings
- Publication dates from current month up to four months pre-publication

Large Print TIPS

- Extensive list of large print offerings from all the major publishers
- Most titles are adult fiction, but adult nonfiction and some titles for young readers also included
- Most titles are two months prepublication

Picks for Public Libraries

- Practical adult nonfiction that is not likely to be reviewed
- Hardcovers and paperbacks on topics such as computers, math, health, business, weddings, pet care, and more
- 125 to 150 titles per month chosen by our experienced staff
- Most titles one month prepublication

Graphic Novel Reads for Adults

- Popular graphic novels intended for an adult audience
- Includes manga and other series, plus important single titles and nonfiction in a graphic format
- Most titles one to three months pre-publication

Spanish Silver TIPS

Top Spanish Titles

- The best fiction and nonfiction for native Spanish speakers
- Titles from offshore and U.S. publishers
- Focus on international authors, but also includes translations of popular U.S. titles
- Publication dates vary from two months prepublication to six months post- publication (but recently available for U.S. distribution)

Adult Spanish TIPS

- Recommended Spanish language fiction and nonfiction
- Titles from offshore and U.S. publishers; originals and translations
- Focus on fiction and practical nonfiction in hardcover and paperback
- Includes Top Spanish Titles (available separately above) plus others to expand the selections
- Publication dates vary

Children's & Teen Spanish TIPS

- Recommended bilingual and Spanish language titles for preschool through high school
- Titles from offshore and U.S. publishers; originals and translations
- Focus on picture books and nonfiction, but also includes fiction, board books, and graphic novels
- Publication dates vary

5b. Level 2 - Diamond TIPS Notification Program

Brodart's hallmark TIPS. Review-based, custom profiles for title lists with full-text reviews delivered to your online account weekly, twice monthly, or monthly. Upgrade any TIPS list to Diamond by combining any other parameters with specific review journals. There is no limit on the number of review journals per profile. For example, you might want a Teen Fiction profile based on Booklist, School Library Journal and VOYA plus a list of authors. Or, you might want an Adult Nonfiction profile that includes Library Journal, Publishers Weekly, and Picks for Public Libraries.

Journals available:

- Booklist (includes online reviews)
- BookPage (includes online reviews)
- Bulletin of the Center for Children's Books
- Horn Book
- Kirkus
- Library Journal (includes online reviews)
- Library Journal Prepub Alert
- Publishers Weekly (includes online reviews)
- School Library Journal (includes online reviews)
- VOYA (includes online reviews)

Diamond TIPS lists are available on a subscription basis to Brodart customers. Pricing for Diamond TIPS has been included in our Pricing Proposal in Exhibit I.

6. Standing Orders

Our Standing Order services are designed to help you track new releases. Our Collection Development team will help you set up your preferences, monitor publication dates and automatically place orders on your behalf. We offer Standing Order services for authors and series as well as true serials such as test prep and travel guides. These Standing Order services are offered free of charge to our customers.

6a. FASTips@ - Automatic Shipment Plan

Brodart offers standing orders for popular adult and youth fiction and nonfiction through FASTips (Frequent Author & Series TIPS). The profiling is very flexible and can accommodate unique needs.

Most FASTips orders are based on author or series lists. Brodart offers the following lists to assist the library; however, these are not closed lists and the library can add authors or series as needed.

- Adult Authors—African-American and Urban Literature
- Adult Authors—Fiction
- Adult Authors—Inspirational Adult Authors—Nonfiction
- Adult Series—Fiction
- Adult Series—Graphic Novels
- Adult Series—Nonfiction and Biography
- Adult Series—Travel Guides
- Children's Authors
- Children's Series—Chapter Books
- Children's Series—Easy Readers
- Children's Series—Fiction
- Children's Series—Graphic Novels
- Children's Series—Nonfiction and Biography
- Children's Series—Picture Books and Board Books
- Teen Authors
- Teen Series—Fiction
- Teen Series—Graphic Novels
- Teen Series—Nonfiction and Biography

Other sources such as starred reviews, bestseller lists, and Brodart programs can also be used for FASTips automatic orders. Special collection areas that can be covered by FASTips include board books, large print, browsing paperbacks, travel books and Spanish.

When setting up a FASTips profile the library first selects the authors, series, or other criteria desired. Then other parameters are established for the automatic order including format (bind preference), classification, age range, material types, and maximum price. The library also sets the timeframe for ordering. Three months prepublication is the current standard.

Orders can be prepared by Brodart and delivered to the library via Bibz with grids applied for branch, quantity, and other grid values. Brodart can submit the order via Bibz or share the list to library staff for review and modification if needed. Orders can then be submitted by the library via Bibz or downloaded as MARC files for import into your ILS system for EDI ordering. After the orders are submitted, they are visible with status information through the Order History tab of Bibz.

6b. Continuations — Standing Orders for True Serials

Brodart's Continuations Service is designed to meet your complete reference and serial titles needs. You receive prompt, accurate fulfillment and because of our extensive coverage, your need to research hundreds of titles each year is eliminated. Brodart maintains constant communication with over fifty thousand publishers and distributors. Our title file is updated daily, ensuring that the title status information you receive from Brodart's Continuations Department is the most up-to-date available. Our core list of Continuations contains over 6,000 titles.

Some of the key features of Continuations include:

- Receive your Continuations material fully cataloged and processed, with processing only or as items only.

- Serial maintenance is made easier when you use our free monthly status reports and skilled personal assistance. To simplify establishing a standing order account, we offer you a full range of transition services.
- Brodart's Continuations Service offers an Alternate Year Program, which can be tailored to meet your library's needs. You may receive books as frequently or infrequently as desired.
- You may add new titles to your standing order or adjust existing orders at any time. Our files are updated daily in order to provide you with prompt, accurate service.
- All cancellations are effective immediately upon receipt by the Continuations Department.

A monthly status report is supplied to you at no extra cost so you may quickly and effectively monitor your standing orders. This report lists every series and serial on your standing order. Editions or volumes on order or recently shipped titles are listed accordingly. Publications which are delayed by the publisher show a status of "on order." Brodart's Continuations Department automatically contacts the publisher for updated status information of "on order" materials to assure timely delivery of these items.

As a Continuations customer, each month you will receive an electronic newsletter reporting the latest updates in title/bind changes, series discontinued, series completed and items to be ordered directly from the publisher. The newsletter keeps you informed about any changes that would affect your standing order.

Taking advantage of Brodart's Continuations Service is easy. Simply list the titles to be ordered with starting volumes, years or editions and the desired quantities. Once Brodart receives your standing order titles we will set up your account and begin ordering the titles from the various publishers.

To make it easy to transfer to Brodart's Continuations Service, we will also send a cancellation notice to your former supplier. You need only indicate in writing which titles are to be cancelled, your account or purchase order number and the name of the supplier. The Continuations staff works with your library during this transition period to assure a smooth transfer of all standing orders.

The Continuations Department personnel are dedicated professionals who are knowledgeable about all aspects of the Continuations Service. They take pride in providing prompt and accurate responses to any questions. Each library is assigned their own Continuations Consultant. That individual will stay in close contact with the responsible person at the library to ensure optimum service.

TitleQueue

TitleQueue.com, Brodart's online Continuations tool, gives access to account details regarding subscriptions to serials and series. You can search for titles and update subscription information to add standing order titles or change current settings. You can also access order confirmations, report claims and request additional copies of invoices. There are many search options, including ISBN, title, series title and publisher.

7. Collection Builder@ Custom Selection Lists

Brodart has identified more than 400 recommended bibliographies, review journals, and other sources, and has indexed them in our up-to-date title database. This extensive resource enables us to produce custom selection lists for a wide range of collection development needs such as collection building in specific areas, coordinated replacement ordering, or planning opening day collections.

- These comprehensive selection lists present the titles in shelf-list order for a systematic approach to collection development.

- Each citation on the selection list includes call number, author, title, publisher, date, price, ISBN, bind, descriptors, media, age range, title status, review citations, and the sources which contain the title.
- It is easy to review the titles and make your selections in Bibz.
- To request a selection list, tell us the subject to be covered, age levels, types of bindings, publication dates, and other pertinent information. We may provide a profile to walk you through the process.
- Prepared selection lists are typically delivered within one week. These custom selection lists are provided free of charge in Bibz to active Brodart customers with the understanding that any titles ordered from these lists are to be ordered from Brodart.

8. Specialty Collection Development Lists

The TIPS profiles described above provide regularly scheduled lists of current fiction and nonfiction. All of those profiles would be developed by the library selectors.

In addition to profiled TIPS lists, library selectors have access to hundreds of specialty lists from which to choose. Not only are the lists separated into age ranges and categories, they can also be filtered for custom searches to help you find exactly what you're looking for. These lists contain topics of interest to public libraries and are updated on a regular basis. They are available free of charge to all Bibz users.

The topics include:

- Awards
- Featured Lists
- Graphic Novels
- Insight — Brodart's monthly online catalog which announces forthcoming popular titles
- Public Library Collection Builders
- Spanish

BIBZ @ - ONLINE COLLECTION DEVELOPMENT & ORDERING TOOL

Bibz is Brodart's online collection development and ordering tool. Access to Bibz with unlimited users is offered free of charge to the users for the term of this contract. Web-based or on-site training for Bibz is provided at no charge.

All of the selection lists created by Brodart will be posted to Bibz for selection and ordering. Bibz displays item status such as "in stock quantity", "on order quantity", "publisher in stock quantity", "available from publisher" or "must order direct". Bibz can also display discounted price and keep a running total for each list. Full-text reviews are available for all of the major library review journals free of charge.

The Bibz database is updated with new titles, title status, price information, and new data (such as cover images and full text reviews) on a daily basis. Inventory status shows unallocated inventory. Publisher inventory is also displayed for participating publishers.

Selectors can request that new titles be added to Bibz by emailing us at titlerequest@brodart.com . We'll let you know when the title has been added to the database and you can place your order.

With the Bibz Smart Holdings Interface, the library has the ability to link to current holdings . When viewing your selection lists through Bibz an "H" icon will serve as an indication that the title is in the Library's public catalog. Clicking on the Icon will connect you to the title in your online catalog.

Bibz provides automatic duplicate checking against all your lists and orders. Icons indicate whether the title is in another list or on a submitted order. In addition, these icons link directly to Duplicate Detail screens. Duplicate check options are also available when adding a title to a list. The user can set the preference for the level of duplicate checking (e.g. do not alert on duplication, check for duplicates in the target list by ISBN, check for duplicates in all lists by ISBN, etc.). In addition to these features, it is also possible to check duplicates for an entire list.

Please note orders placed for items not in Brodart's inventory are ordered immediately from the appropriate publisher. Our order fulfillment system places orders with all publishers on a daily basis via FTP or email. In order to provide the fastest possible service to our libraries, we do not require minimum order quantities and we do not accumulate customer orders to meet a minimum order quantity. This policy allows us to fill orders quickly and efficiently. Prepublication orders are encouraged since this allows the materials to be sent to the library as soon as they are available from the publishers.

In addition to the selection lists posted by Brodart, you can also create your own selection lists on Bibz. You can search and access other relevant titles, build your own lists, select additional items for your collections, and place orders online or through most ILS acquisitions modules. Our enhanced features allow you to customize your display and manage user access and grid ordering. You can conduct simple or advanced searches quickly and easily within Brodart's title database of over five million records.

A temporary Bibz login has been set up so that you can try Bibz for yourself. Login information is not case sensitive. Go to www.bibz.com Username = MPLDemo Password = MPLDemo

Bibz — Primary Features

Bibz is built on data that is specially groomed for libraries. It offers flexibility in searching, selection, list building and ordering. The interface and selection/ordering tools integrate easily into your existing workflow.

1. Item Search/Display:

- By keyword or exact search for title or series
- Within a large number of databases and resource lists
- Access one or many of the following fields as needed —
 - o Age or grade range
 - o Reading program and level
 - o Publication date
 - o Review journals, including number of reviews and issue date
 - o Title
 - o Contributor
 - o ISBN/EAN
 - o Series

- o Subject
- o Publisher
- o Availability (print and stock status)
- o View Brodart and Publisher Inventory
- o Broad classification
- o Dewey or Library of Congress classification
- o Format (Bind)
- o Descriptors (board book, large type, picture book)
- o Language
- o Print Run
- o Demand level
- o Price

2. Access:

- Annotations plus full-text reviews from ten journals
- Custom lists provided through the TIPS, FASTips and Collection Builder services
- Specialty lists built for public libraries
- Link to your library's holdings
- MARC on-order records
- Order History to view item status
- Invoices

3. Build:

- Your own selection lists and orders
- Selection lists to be shared with others in your library
- Local notes for others in your library to see

4. Manage:

- All selection lists, including shared and special
- User access, determined by your administrators
- Prevention of duplicates according to your preferences
- Grids—create templates and revise at your convenience

5. Order:

- With grids reflecting your branch/location codes, collection codes, item types, and funds
- Directly via the Web
- Import records into the library's ILS for EDI ordering

- Access the order history for all of your accounts

Additional Bibz Features & Functionality

1. Sort sequence: Titles in search results and lists default to Title/Author sequence and can be resorted according to your preference.
2. Duplicate checking: Bibz provides automatic duplicate checking against all your lists and orders. Icons indicate whether the title is in another list or on a submitted order. In addition, these icons link directly to Duplicate Detail screens. Duplicate check options are also available when adding a title to a list. The user can set the preference for the level of duplicate checking (e.g. do not alert on duplication, check for duplicates in the target list by ISBN, check for duplicates in all lists by ISBN, etc.). In addition to these features, it is also possible to check duplicates for an entire list.
3. Library Holdings Interface: When viewing your selection lists through Bibz an "H" icon will serve as an indication that the title is in the Library's public catalog. There are two types of holdings interfaces available in Bibz:
 - Smart Holdings Interface: If your ILS is Z39.50 enabled, "Smart Holdings" will automatically search every title on your selection list and only display the icon for ISBNs that have been verified to be in your catalog. Clicking on the Icon will connect you to the title in your online catalog.
 - Classic Holdings Interface: If your ILS is not Z39.50 enabled, clicking on the m icon which appears next to every title in Bibz will execute an ISBN search in your catalog and display the title when found.
4. Grid Templates: Bibz allows predefined grid templates to be applied to a single title or to as many as 100 titles with a single click. These grid templates may have an unlimited number of order lines. Typically there would be one order line per branch. The order lines can indicate location, collection, item type, and fund information. A single list (aka cart) can contain up to 5,000 items and 50,000 order lines. Bibz Grid Management will allow the library to create an unlimited number of grid templates at no charge.
5. Expenditure Reports: Generate expenditure reports by fund and location.
6. Administrative functions: Users can be designated as administrative or non-administrative. Administrative users are empowered to:
 - Create and remove users and assign new passwords
 - Grant user access privileges for assignment of accounts/processing profiles, branches, and funds, as well as order submission
 - Create families and assign membership in those families
 - Set grid values and create grid templates, assigning them to specific users
 - System settings allow the interfacing to your Integrated Library System for holdings lookup

7. Brief on-order record options: Bibz.com provides brief on-order records with item level information through the Download MARC Records function within a list.

Records may be downloaded for orders according to your needs. Save them to your local computer or deliver to your ILS FTP site. Our flexible MARC mapping tool enables us to customize your on-order bibliographic records and item records. Brodart enters the accounts, processing profiles, and branch locations. The library would control the values that are loaded for the grids for collection codes, item types, and funds. There is not a limit to the number of funds that can be entered.

8. Order History: Access all of your orders submitted to Brodart, regardless of the order source. A summary is provided indicating item status. Orders may be searched and sorted to provide quick reference of specific details. Each order can be opened to show title level detail with current status information such as shipped, in process, backordered, cancelled, etc. Uallows you to download brief MARC records for orders submitted online.

CATALOGING & PROCESSING SERVICES

Brodart is able to catalog and process your materials with book-in-hand to reflect your detailed specifications. Brodart has developed our cataloging & processing services on a single platform which enables libraries to choose the solution that best meets its expectations in terms of functionality and price. For additional information on our cataloging and processing services please contact Alicia Snarr, your Library Services Consultant, at 800.233.8467 ext. 6380 or via email at Alicia.Snarr@brodart.com.

Reinforcement Services

Brodart's BrodartGuard and BrodartConvert reinforcement processes give you guaranteed paperback protection that is fast, easy, and affordable. Paperbacks ordered through Brodart can easily be reinforced or converted to hard covers using either of our affordable techniques.

Brodart's in-house service protects your paperbacks without delaying your initial order. Your paperbacks are processed quickly and shipped with the rest of your items, saving you the time and expense of preparing separate purchase orders or receiving separate shipments.

BrodartConvert

Brodart's BrodartConvert service will stretch your book budget dollars by prolonging the life of your paperback books. The process uses the original paper cover of books at least 1/4" thick, laminated onto heavy binder board and rebound with strong, permanently flexible glue. The result is a book with hardcover durability for a little more than the cost of a paperback. BrodartConvert is guaranteed to your satisfaction.

BrodartGuard

BrodartGuard reinforces a paperback book using a 10-mil laminate to increase circulation durability. The one-piece process includes a 2-mil spine section to allow flexibility in movement and prevention of bubbling as seen in similar processes. The crystal clear, 100% optical clarity material and non-yellowing adhesive keeps the cover art attractive and bright. BrodartGuard is guaranteed to your satisfaction.

Both BrodartGuard and BrodartConvert processes are available for paperbacks ordered with or without additional cataloging and processing options.

Both of these reinforcement processes:

- have been perfected over 30 years of successful use.
- are easy to order—simply indicate on your order the paperbacks you would like to have reinforced.
- have no minimum order requirements.
- feature bindings that are individually handcrafted to ensure quality workmanship.
- are guaranteed to your satisfaction. If you receive a book and the bind quality is unacceptable, you may return the book for replacement as long as the book is available from the publisher.

Brodartbound Books

Turtleback's high-quality bindings significantly extend the life of a book by using the finest materials and processes in the industry. More durable double-fan adhesive or sewn binding replaces the publisher's original binding. The publisher's colorful, illustrated paperback cover is scanned, digitized, and reprinted to produce new cover sheets that are wrapped around heavy hardback board.

A lifetime guarantee on workmanship and materials accompanies the binding of every Turtleback book.

Turtleback's growing collection of titles contains over 8,000 of the most popular titles for children and adults including Picture Books, Beginning Readers, Chapter Books, Middle Grade, Young Adult, Graphic Novels, Juvenile Nonfiction, Literature, Adult Fiction, Adult Nonfiction, Reference and Spanish. Easily access Turtleback's title collection through Bibz.

ORDER MANAGEMENT SERVICES

Our order management process provides a complete package of services that can be customized to meet the requirements of any library. Hundreds of configurations are available to design the account setup, ordering options, invoicing, packaging, shipping and delivery requirements needed to integrate with your unique workflow. Your choice of management reports is also available to keep you informed of the status of your orders.

Placing Orders

Brodart will set up accounts for your library based on your specifications and provide as many accounts as required. You may add new accounts, delete old accounts, or change existing accounts. Multiple ship-to accounts will be linked to the appropriate bill-to account. Each ship-to account will include a five-line address and account number. The information will link to related cataloging and processing specifications.

Rush accounts can be established for ordering materials that are time-sensitive. Advanced orders can be placed 6 months or more before publication date. Orders for special events can be monitored by your Customer Care Associate to ensure on-time delivery for your event.

Brodart offers a number of methods for submitting orders:

- Submit your order through Bibz, Brodart's online collection development and ordering tool.
- Submit orders through your Polaris system. If desired, on-order records created in Bibz can be imported into Polaris with or without the distribution information in a format developed especially for the Polaris system. Brodart fully supports X12 or EDIFACT formatted electronic business transactions including purchase orders, order acknowledgements, and invoices.

- Fax orders to 800.999.6799.
- Telephone orders by calling 800.474.9802.
- E-mail orders to bookscs@brodart.com.
- Mail orders to: Brodart Co. Books & Library Services, 500 Arch Street, Williamsport, PA 17701

Brodart System Interfaces

Brodart has long-standing relationships with every major integrated library system vendor. We continuously work with all of these ILS vendors to manage existing interfaces and develop new functionality when the opportunity arises. We currently have established interfaces with each integrated library system for acquisitions, invoicing, collection development and cataloging. We fully support EDI ordering as well as EDI invoicing. Our interfaces include:

- EDI Ordering — Brodart has the ability to receive orders created in Polaris and return EDI order acknowledgements to update the Polaris system.
- 9XX Ordering - Brodart also has the ability to upload on-order records with or without 9XX order information from Bibz to Polaris. In addition, item level information received in enriched EDI orders is utilized for both cataloging and processing to meet library's customized requirements.
- Invoicing Services — For orders placed via EDI, electronic invoices can be generated and posted to our FTP site for immediate download. Print invoices can also be mailed to the address designated by the library.
- Collection Development Services — Brodart's selection lists can be loaded into your Polaris system.
- Cataloging Services — Brodart has developed interfaces with all of the major ILS systems for all levels of our automated and customized cataloging services. Cataloging records as well as holdings records can also be customized to meet your Polaris requirements.

Order Fulfillment

Brodart stocks materials according to public library demand. Material can be ordered 6 months or more prior to publication date. Items ordered pre-publication or not in Brodart's inventory will be ordered immediately from the appropriate publisher. Our order fulfillment system places orders with all publishers on a daily basis.

In order to provide the fastest possible service to our libraries, we do not require minimum order quantities and we do not accumulate customer orders to meet a minimum order quantity. This policy allows us to fill 85% of all customer back orders in 3 weeks, with overall fill rates of greater than 98% of available titles.

Street Dates

Brodart understands the importance of receiving pre-publication materials prior to street release date. Our policy is to catalog, process and ship books immediately upon receipt from the publisher. As a result, the library should receive popular titles prior to street date. Please note shipment of pre-published titles is dependent upon when these titles are received at Brodart from the publisher.

Because these items arrive at the library on or before the street release date, we ask that our customers have policies in place to ensure that they are not released to the public prior to this date. The street release date will be clearly identified on your packing list.

Packaging and Marking of Shipments

Cartons are labeled with the account type and the number of cartons in the shipment, so that when they arrive at the library the account type can be clearly identified. The shipping label includes the account name, purchase order number and packing slip number and is applied to the top of each box.

We take special care when packing your order. Brodart's boxes are made of heavy corrugated cardboard and are extremely durable. Larger items are packed first, then smaller ones and are packed spine-to-spine to prevent damage. The number of items, their thickness, and weight determine the size of the box used for packaging. Boxes are filled with thin newspaper-type packing paper. Selfadhesive shipping labels are applied to the top of every box. Boxes are sealed with tape that is constructed of paper, string, and glue. Boxes within a shipment are numbered (i.e. 1 of 6, 2 of 6, etc.) and indicated on the top of each box.

Shipping and Delivery

Brodart's single inventory location in Williamsport, Pa. enables us to fill orders quickly and efficiently. Shipments are sent via best method (common carrier, USPS, or UPS Ground) F.O.B. destination from our warehouse to the branch libraries.

Advanced Shipping Notification

Brodart is able to support a library's Advanced Shipping Notification (ASN), carton-level receiving process which provides efficiencies to the library by eliminating the scanning of individual items. The library's ILS system must support the EDI 856 ASN standard protocol.

For libraries set up with ASN Brodart will scan each item on a packing slip into a carton(s). Once packing is complete an EDI 856 ASN-compliant transaction file is generated and a carton label is printed with a corresponding SSCC (Serial Shipment Container Code) barcode (see carton label image — SSCC barcode outlined in red). The SSCC barcode number matches to the ASN transaction file. Upon shipment Brodart will transmit an EDI 856 ASN transaction file to the library.

Upon receipt, with a scan of the SSCC barcode on the carton label, all the items in the box are marked as received in the library's ILS system. There is no need for item-by-item scanning. This process speeds the time-to shelf for items received by the library.

Credits and Returns

Any item received damaged, defective, or not as ordered (wrong title supplied, short shipment, etc.) will be replaced or a credit will be issued. Freight costs for these returns will be covered by Brodart. All vendor errors will be handled in this manner. Requests to return items for any other reason will be handled on an individual basis. While we make every attempt to satisfy our customers regarding defective items, we ask that items showing normal wear and tear not be returned. Authorization from your Customer Care Associate is necessary prior to returning any item(s).

Management Reports

We offer a variety of documents to keep you informed of your order status. Most are available in paper or electronically via e-mail or FTP.

Packing Slip

Brodart's packing slip, which includes the title, author, ISBN, quantity shipped, customer purchase order, and list price of each item, is packed in the last carton of every shipment. The carton indicates that a packing slip is enclosed. This packing document shows a control number, which can be matched with a corresponding invoice.

Consolidated Shipping Statement

In addition to the paper packing slip that accompanies the shipment, we also offer a Consolidated Shipping Statement, an Excel spreadsheet that contains title and order detail as well as tracking information for every item in the shipment. This report provides advanced notice to the library of all items in a given shipment. It is available electronically via e-mail or FTP on the day the material ships.

Fund Reports

Fund reports can be sent to the library on a weekly or monthly basis so that staff can monitor expenditures for the collection. Brodart's Do-Not-Exceed (DNE) system provides accurate fund accounting for all orders placed with Brodart. This system allows the library to specify the exact amount of money budgeted by branch, category or account type and will fulfill all orders up to, but not exceed the monetary limit.

In addition to the budgeted amount for each defined category the Fund Report states the invoiced amount, backordered amount, cancelled amount and the total amount encumbered (ordered, backordered, in-process and invoiced). Brodart's DNE system will encumber items at the actual invoice price (net price of the item plus processing charges). This will provide Fund Reports to ensure the cost of the collection does not exceed the budgeted amount.

Confirmation Report

Confirmation of titles ordered as firm orders or standing orders can be supplied to the library when orders are entered. The Confirmation Report will include the author/editor, title, ISBN, list price, discount, extended price, and status (not yet published, out of print, must order direct) and is available via e-mail or FTP. The confirmation reports are generated by account number, and titles will be arranged alpha by author or by title.

Orders transmitted via EDI will receive an EDI acknowledgment within an hour stating the status of each item ordered. Website orders transmitted through Bibz, Brodart's online collection development and ordering tool, will receive same-day order status information.

On-order Title Status Report

Brodart offers a number of options for reporting order status information. The Order History tab in Bibz allows the library to access not only orders that have been submitted through Bibz, but also orders submitted to Brodart via EDI, telephone, or any other order method. A summary is provided indicating current status (entered, booked or closed). Orders may be searched and sorted to provide quick reference of specific details. Each order can be opened to show title level detail with current status information such as shipped, in process, back ordered, cancelled, etc. This can be used in place of or in conjunction with confirmation, status and cancellation reports.

If preferred, the library can receive order status information via Brodart's On-Order Title Status Report. This report will identify, by account number, the status of outstanding titles on order. This report includes the ISBN, quantity ordered, author, title, customer purchase order number, list price and order date. The On-Order Title Status Report is available weekly, monthly, or upon request via e-mail or FTP.

Cancellation Reports

Brodart notifies all libraries of cancellations on a title-by-title basis. The Cancellation Report will include the ISBN, quantity ordered, author, title, list price, purchase order number, and the reason the title was cancelled. Cancellation reports are available weekly or monthly via e-mail or FTP.

Statements

Brodart customers receive monthly statements only when there is a balance due on their account. This statement includes the account's billing address and Brodart bill-to account number. It also includes the invoice number, item date, purchase order number, item amount, and balance owed.

Invoices and Payment

Brodart offers a number of invoicing options:

- an invoice to match every packing slip
- a consolidated weekly invoice
- a consolidated monthly invoice

Invoices are available in paper or electronically via e-mail or FTP. Our invoices include the title, author, ISBN, publisher, published date, quantity, list price, discount, unit price, and extended price, appropriate sales tax as well as your purchase order number. Cataloging and processing charges can be either billed on a separate invoice or listed on an item invoice as a separate line item. EDI formatted invoices are available for orders sent to Brodart in an EDI formatted purchase order transaction. Our payment terms are net 30 days from the date of the invoice.

Management Plan

To ensure customers receive exemplary service, our team follows a proven methodology for implementation of services. This process enables us to remain laser-focused on fine details, while being organized, thorough, and methodical throughout.

Because each library is unique, learning as much as possible at the outset is essential to delivering services that meet your expectations. Our team will meet with you to develop detailed specifications related to collection development, ordering preferences, delivery, invoicing, fund control, types of accounts needed and generation of monthly reports.

At Brodart, the sale does not end with delivery of the product. We value an ongoing, supportive relationship with your library. Our Customer Care staff is happy to answer any of your questions or provide any additional information you may need. We pride ourselves on our 24-hour response time.

Brodart provides a tiered management approach that results in outstanding customer support.

Mary Miller, your Customer Care Associate, will monitor all ongoing aspects of your services. She will provide day-to-day support and will work with you to guarantee your expectations have been met. Mary's responsibilities include any questions related to setup, claims, orders, delivery, invoicing, cancellations, and any other issue that

may arise. She will escalate issues as needed and involve the appropriate members of the management team when necessary, depending on the nature of each issue.

Our collection development team is also available to help you build and maintain a quality collection for your library. They have the knowledge, experience and customized tools to identify new, forthcoming and retrospective titles that match your preferences. We currently provide many public libraries with an array of specialized Collection Development Services for both ongoing and opening day collection needs.

In addition, our Management Team will meet on a regular basis to ensure all service levels and quality standards are within acceptable levels. Alicia Snarr, your local Library Services Consultant, will schedule regular on-site visits to review our service and quality levels.

Mary is available by calling 800.233.8467 or via email at Mary.Miller@brodart.com, Monday through Friday 8:00 a.m. to 5:00 p.m. E.S.T. Alicia can be reached any time by calling 800.233.8467 ext. 6380 or via email at Alicia.Snarr@brodart.com.

Our unrivaled customer care sets Brodart apart from other vendors. We offer a dedicated team of customer care associates, account managers, information technology, collection development, cataloging, and acquisitions specialists, all who provide top-quality customer support. They are experts in their fields and in serving large and small public libraries across the country. Brodart's long and successful history has built countless partnerships with libraries and enabled us to provide the most experienced workforce in the industry.

Quality Control

Brodart's commitment to quality is vital to all we do. This is reflected in the flexibility of our services. We believe that quality begins and ends with our customers and we strive to always satisfy your needs.

Our automated conveyor system uses state-of-the-art technology to transport and manage orders through the production area. This warehouse management system monitors the status and location of every order at every moment throughout the process, minimizing errors and maximizing service time.

Once production has begun, our quality control staff will ensure that your specifications are met. Brodart goes to great lengths to ensure the accuracy of our cataloging, linking and physical processing. Our goal is to ensure that our staff has a full understanding of your specifications and local practices and is always informed if your specifications are changed.

Quality control checks occur throughout our process to make certain your specifications are met. Checkpoints include data entry, picking, title checking, stamping, jacketing, labeling and packing. Materials are also inspected for publisher defects and when found are rejected and returned to the publisher.

Our goal is to provide our customers with the highest quality service in the industry. This commitment is rooted in our values and is essential to our success.

EXHIBIT “B”

**SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)**

N/A

EXHIBIT "C"

SCHEDULE OF COMPENSATION

I. City will compensate Consultant for the Commodities purchased via Purchase Order and submission of a valid invoice.

PURCHASE ORDER GENERAL CONDITIONS

1. In accepting the award of a Purchase Order from the City of Murrieta, the Supplier agrees to having read and acknowledged these General Conditions.
2. This purchase order shall be governed by the laws of the State of California.
3. All sales, use, excise or similar taxes to be paid by City must be itemized separately hereon and on invoices. City is exempt from payment of Federal Excise Tax and supplier shall not charge this tax to City. Charges for Shipping and Handling should be separated and reflected on the invoice.
4. City's obligation to pay the sum herein stated for any one fiscal year shall be contingent upon the City Council appropriating the necessary funds. A fiscal year commences on July 1 and ends on June 30 of the following year. If the City Council fails to appropriate the necessary funds for any fiscal year, then the Purchase Order shall terminate at no additional cost or obligation to City.
5. Time is of the essence. If at any time Supplier believes that goods, materials, equipment, supplies ("item"), labor or services will not be made as scheduled, supplier shall immediately give notice stating the cause of the delay to City.
6. Supplier warrants that the items delivered and the work or services performed shall conform to the specifications, drawings, samples or other description specified by City and shall be fit and sufficient for the purpose intended, merchantable, of good materials and workmanship, in good working order and free from defect or faulty workmanship for a period of at least ninety (90) days, after delivery. When defective items or faulty workmanship is discovered, Supplier shall provide all labor, materials, parts and equipment to correct such defect or make such replacement at no expense to the City. Defective items not meeting City's specifications shall be held for Supplier's instructions at Supplier's risk and, if Supplier so directs, will be returned at Supplier's expense.
7. City shall not be liable for, and Supplier shall defend (with attorneys approved by City), indemnify, and hold harmless City and its officers, agents, employees and volunteers (collectively "City Parties"), against any and all claims, deductibles, self insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs ("Claims"), which arise out of or are in any way connected to the work performed by Supplier, and covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Supplier or its officers, employees, agents,

contractors, licensees or servants. Supplier shall have no obligation, however, to defend or indemnify City Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of City Parties.

8. City reserves the right to terminate this Purchase Order, or any part of it, at any time even though Supplier is not in default. On receipt of notice of termination, Supplier shall, unless such notice otherwise directs, immediately discontinue all work on the Purchase Order and deliver, if and as directed, to City all completed and partially completed items and work in process. This section shall not limit or affect the right of City to terminate this Purchase Order immediately upon Supplier's breach.

9. City reserves the right to terminate this Purchase Order or any part of it and reject delivery of items if delivery is not made when and as specified. Supplier shall be charged for any losses sustained by City by reason of such delay or failure, except losses caused by a delay for reasons beyond Supplier's reasonable control. Direct losses shall include any costs to City in excess of the Purchase Order price of obtaining items or services from other sources similar to those terminated or rejected.

10. Supplier shall not substitute items without approval of the City Purchasing Agent or designee.

11. Supplier shall keep confidential and not disclose or use in any way confidential business or technical information that the City may disclose in conjunction with this Purchase Order that Supplier may learn as a result of entering City property to deliver items or services or to perform work hereunder.

12. Supplier shall not assign this Purchase Order or any part hereof or any payments due hereunder or delegate any duties without City's prior written approval.

13. This Purchase Order shall not be amended, modified or rescinded, except by written agreement signed by the parties and expressly referring to this Purchase Order.

14. Supplier shall comply with all applicable federal, state and local laws, rules, regulations and ordinances pertaining to the subject matter hereof, and shall obtain all necessary licenses and permits related to the items, work or services.

15. Supplier, its employees, and agents shall be considered independent contractors and not employees or agents of City.

16. City's purchases are based on its actual needs and requirements. City is obligated only to purchase those items and those quantities that City needs and requires, regardless of any estimated quantities provided to the Supplier.

17. Shipping – Deliveries must be prepaid. City will not accept COD shipments. Packing lists must accompany each shipment, showing purchase order number, description and part number for each item. Shipments must be identified as "PARTIAL" or "COMPLETE". Over shipments, unless specifically authorized, will not be accepted.

18. Material is subject to Purchasing Agent's inspection and approval within a reasonable time after delivery; if specifications are not met, material may be returned at Supplier's expense.

19. Invoicing – Send invoice promptly for each partial or complete shipment, showing purchase order number. Invoice each Purchase Order separately, in duplicate.

20. Payment - Supplier shall submit invoices to the City for payment of goods and services rendered. Unless otherwise specified, the City shall pay properly submitted invoices not more than 30 days after (i) the acceptance of goods or services by the City; and (ii) receipt of an undisputed invoice. Late payment penalties shall not apply to this order.

II. The total compensation for all Services shall not exceed the Contract Sum as provided in the Cover Page of this Agreement.

III. Consultant's billing rates for Commodities are attached as Exhibit C-1.

EXHIBIT "C-1"

SCHEDULE OF COMPENSATION



PRICING PROPOSAL

MURRIETA PUBLIC LIBRARY

DISCOUNTS

Items will be supplied to the Murrieta Public Library at publisher's list price less the following discounts:

<u>FORMAT</u>	<u>DISCOUNT</u>
Trade Hardcover Editions	45.5%
Non-Trade Hardcover & Paperback Editions (short discount)	12.0 %
Publisher's Library Editions	22.0 %
BrodartBound	22.0 %
Hardcover Reinforced Editions (School & Library)	45.5 %
Trade & Mass Market Paperbacks	40.0 %

Titles for which Brodart receives minimal or no discount, and/or the publisher requires prepayment, will be invoiced at the non-trade discount (12.0%) or invoiced at the publisher's list price.

Publisher's list prices are subject to change without notice.

REINFORCEMENT SERVICES

<u>SERVICE OPTIONS</u>	<u>PRICE PER BOOK</u>
BrodartGuard (Paperback reinforced with laminate)	\$2.30
BrodartConvert (Paperback conversion to hardcover)	\$4.50

COLLECTION DEVELOPMENT SERVICES

The Murrieta Public Library may select any of the following Collection Development options.

<u>SERVICE OPTIONS</u>	<u>DESCRIPTION</u>	<u>PRICE</u>
Collection Builder	Online collection development and ordering tool	No charge
	Customized selection lists	No charge
FASTips	Standing orders	No charge
TIPS, Silver	Standard specialty selection lists	No charge
TIPS, Diamond	Customized selection lists	Up to 3 profiles for \$100 monthly Up to 8 profiles for \$200 monthly Up to 15 profiles for \$300 monthly

SHIPPING AND DELIVERY

<u>DESCRIPTION</u>	<u>PRICE</u>
Processed material shipments will be made by best means (USPS, common carrier or UPS ground) and will arrive prepaid for inside delivery.	No Charge

NOTE

The above pricing and discounts will remain in effect for the duration of this contract.

EXHIBIT D

SCHEDULE OF PERFORMANCE

N/A

EXHIBIT E

INSURANCE REQUIREMENTS

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000 per occurrence**. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2. Workers’ Compensation insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000 per accident for bodily injury or disease**. (Not required if consultant provides written verification it has no employees)

3. Professional Liability (Errors and Omissions) Insurance appropriate to the Consultant’s profession, with limit no less than **\$2,000,000 per occurrence or claim, \$2,000,000 aggregate**.

4. Cyber: Vendor/Consultant shall procure and maintain for the duration of the contract insurance against claims for security breaches, system failures, injuries to persons, damages to software, or damages to property (including computer equipment) which may arise from or in connection with the performance of the work hereunder by the Vendor, its agents, representatives, or employees. Vendor shall procure and maintain for the duration of the contract insurance claims arising out of their services and including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data.

Cyber Liability Insurance, with limits not less than **\$2,000,000 per occurrence or claim, \$2,000,000 aggregate**. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage

For any claims related to this contract, the Consultant's **insurance coverage shall be primary and non-contributory** and at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Umbrella or Excess Policy

The Consultant may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Consultant's primary and excess liability policies are exhausted.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

Waiver of Subrogation

Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of

subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City. The City may require the Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$25,000 [fill in the amount for your comfort level for the specific Consultant and job – it could be much higher, or in the case of a very small Consultant, you might want it lower] unless approved in writing by City. Any and all deductibles and SIRs shall be the sole responsibility of Consultant or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. City may deduct from any amounts otherwise due Consultant to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. City reserves the right to obtain a copy of any policies and endorsements for verification. **Acceptability of Insurers** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

Claims Made Policies (note – should be applicable only to professional liability, see below)

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**
3. If coverage is canceled or non-renewed, and not replaced **with another claims-made policy form with a Retroactive Date prior** to the contract effective date, the Consultant must purchase “extended reporting” coverage for a minimum of **five (5) years after completion of work.**

Verification of Coverage

Consultant shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause **and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements.** All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these

specifications, at any time. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors.

Duration of Coverage

CGL & Excess liability policies **for any construction related work, including, but not limited to, maintenance, service, or repair work**, shall continue coverage for a minimum of 5 years for Completed Operations liability coverage. Such Insurance must be maintained, and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work**.

Special Risks or Circumstances

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.