

LIBRARY SERVICE DELIVERY AGREEMENT

This **LIBRARY SERVICE DELIVERY AGREEMENT** (“Agreement” or “contract”) is made as of the _____ day of _____, 2025 between: LIBRARY SYSTEMS & SERVICES, LLC, a Maryland limited liability company with a mailing address at 2600 Tower Oaks Drive, Rockville, Maryland 20852 (“LS&S” or “Contractor”); and WARREN COUNTY, with a mailing address at 220 North Commerce Avenue, Front Royal, VA 22630 (“Customer” or “County”). LS&S and Customer are each sometimes referred to herein as a “Party” and collectively, the “Parties”.

The Parties agree as follows:

1. Services and Goods.

(a) *Services.* During the term of this Agreement, LS&S will use commercially reasonable efforts to provide the labor and administrative services described on Schedule A (collectively, “Services”).

(b) *Provision of Goods.* LS&S may purchase goods (“Goods”) for use in the management and operation of the Library (as defined below). At LS&S’s sole discretion, LS&S may select the sources of the Goods. Title to all items purchased by LS&S shall at all times reside in Customer. If LS&S furnishes any goods to Customer, LS&S will use good faith efforts to extend the manufacturer’s warranty, if any, to Customer.

2. Term and Termination.

(a) *Term.* The Term under this Agreement shall be in effect for a period of ten (10) years (“the Term”) commencing on July 1, 2025 (“Effective Date”), and continues in force until June 30, 2035 (“Expiration Date”), unless sooner terminated in accordance with this Section 2. In the event the Commencement of Services (Section 2(f)) begins at a later date, the Effective Date of the Term of this Agreement shall begin on the first day of the month when such services commence and continue in force for a period of ten (10) years.

(b) *Termination for Default.* If either Party breaches any material provision of this Agreement and fails to correct the breach within thirty (30) days after receiving written notice specifying the breach (or, if the breach cannot be corrected within thirty (30) days, fails to progress diligently towards correction), then the other Party may terminate this Agreement by giving written notice to the breaching Party, except that LS&S shall have the right to terminate this Agreement if Customer fails to pay any amount due LS&S and such failure continues for ten (10) days after written notice thereof. Without limiting the foregoing, The Customer may terminate the contract for cause on the following grounds:

- a. LS&S is adjudged bankrupt, makes a general assignment for the benefit of creditors, or a receiver is appointed on account of insolvency.
- b. LS&S persistently or repeatedly refuses or fails to provide the goods and services required under the contract.
- c. LS&S fails to make prompt payment to subcontractors or vendors.
- d. LS&S violates laws, ordinances, or the written instructions of the Customer, or otherwise be guilty of a substantial violation of any provision of the contract.

If cured to the Customer’s satisfaction within 30 days, the Customer may rescind the notice of termination. Otherwise, the termination for cause shall become effective at the end of the 30-day notice period. In the alternative, the Customer may postpone the effective date of the termination notice, at its sole discretion, upon receipt of reassurances from LS&S that the

default will be cured in a time and manner which the Customer finds acceptable. If at any time more than 30 days after the notice of termination, the Customer determines that LS&S has not or is not likely to cure the default in an acceptable manner or within the time allowed, then the Customer may immediately terminate the contract for cause by giving written notice to LS&S. Notices of termination, whether initial or given after a period of postponement, may be served upon LS&S by mail or any other means to the address provided in their proposal. Failure to accept or pick up registered or certified mail addressed to the last known address shall be deemed to be delivery.

Upon termination of the contract, the Customer may take possession of the premises and of all materials, tools, and appliances thereon and finish the work by whatever method it deems expedient. In such case, LS&S shall not be entitled to receive any further payment. If the expense of finishing the work, including compensation for additional managerial and administrative services exceeds the unpaid balance of the contract price, LS&S shall pay the difference to the Customer, together with any other expenses of terminating the contract and having it completed by others.

Termination of the contract under this section is without prejudice to any other right or remedy of the Customer, including the right to procure services from other sources and hold LS&S responsible for any resulting additional purchase and administrative costs.

(c) Renewal. Subject to the termination provisions in accordance with this Section 2, this Agreement shall automatically renew for successive renewal periods equal in duration to the original term of this Agreement (each, a “Renewal Term”) for up to ten (10) years, unless written notice of intent to not renew is given by a Party at least ninety (90) days prior to the expiration of the Term or any Renewal Term. Price increases for Renewal Terms must be stated in Schedule A. If a price increase is not stated in Schedule A for Renewal Terms, then the price at each Renewal Term shall increase by the percentage increase of the most applicable category of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months of which statistics are available.

(d) Termination for Expediency. Either Party may terminate this Agreement for expediency by providing the other Party with no less than one hundred and eighty (180) days’ prior written notice, with termination effective at the conclusion of the County’s fiscal year (June 30). In recognition of the substantial upfront investment made by LS&S during the initial contract period, should the County terminate this Agreement for expediency before the Expiration Date, the County shall reimburse LS&S as follows:

- \$250,000 if terminated on or before June 30, 2026
- \$225,000 if terminated on or before June 30, 2027
- \$200,000 if terminated on or before June 30, 2028
- \$175,000 if terminated on or before June 30, 2029
- \$150,000 if terminated on or before June 30, 2030
- \$125,000 if terminated on or before June 30, 2031
- \$100,000 if terminated on or before June 30, 2032
- \$75,000 if terminated on or before June 30, 2033
- \$50,000 if terminated on or before June 30, 2034
- \$25,000 if terminated on or before June 30, 2035

This reimbursement obligation shall survive termination and be payable by the County within thirty (30) days of the Agreement’s termination date.

(e) Effect of Termination. Upon any termination of this Agreement, each Party shall (i) immediately discontinue all use of the other Party’s Confidential Information; (ii) delete the other Party’s Confidential Information from its computer storage or any other media, including,

but not limited to, online and off-line libraries; (iii) shall return to the other Party or, at the other Party's option, destroy, all copies of such other Party's Confidential Information then in its possession (including the Documentation); and (iv) shall promptly pay all amounts due and remaining payable hereunder.

(f) Commencement of Services. LS&S shall commence the provision of Services on the date on which a location for Library Services is made available to LS&S by the Customer to open for the use of the public (the "Commencement Date"), which date shall be as mutually agreed by the Parties.

(g) Survival of Obligations. The provisions of Sections 5, 8(b), 9, and 10-12, as well as Customer's obligations to pay any amounts due and outstanding hereunder, shall survive termination or expiration of this Agreement.

3. Price and Payment.

(a) Price. LS&S shall perform the Services for the Charges (exclusive of any current or future taxes) set forth in Section E of Schedule A.

(b) Payments. Once the Commencement Date has been agreed upon, and after Services have begun, LS&S shall begin to invoice Customer for the monthly amount set forth in Section E of Schedule A. LS&S must list all goods and services ordered, delivered, and accepted on all invoices. Invoices shall be sent directly to the payment address shown on the contract. All invoices shall show the federal employer identification number. Customer shall pay all invoices, without offset or deduction, by bank wire transfer or Automated Clearing House (ACH) direct debit to a bank account designated by LS&S. Customer will issue payments to LS&S within thirty days of receipt (the "Due Date"). The parties agree that if the Commencement of Services, and actual Services, begin after July 1, 2025, then such payment amounts shall be prorated, and that no payments shall be due until Services have begun. Customer reserves the right to withhold any and all payments or portions thereof for LS&S as described in Section 2, Term and Termination. The date of postmark shall be deemed the date of payment when payment is made by mail. If LS&S has not received payment by the Due Date, it may suspend performance contemplated under this Agreement until full payment has been received. All goods or services provided under this contract shall be billed by LS&S at the contract price regardless of which Customer department is billed.

(c) Payments to Subcontractors,

1. LS&S shall take one of the two following actions after the receipt of amounts paid by the Customer for work performed by any subcontractor under the contract:

a. Pay the subcontractor for the proportionate share of the total payment received from the Customer attributable to the work performed by the subcontractor under the contract, paid in accordance with the subcontractors terms and conditions; or

b. Notify the Customer and the subcontractor, in writing, of its intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

2. LS&S shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

3. LS&S's obligation to pay an interest charge to a subcontractor pursuant to the payment clause in this section shall not be construed to be an obligation of the Customer. A

contract modification shall not be made for the purpose of providing reimbursement for such interest charge and a cost reimbursement claim shall not include any amount for reimbursement for such interest charge.

(d) *Taxes.* Sales to the Customer are normally exempt from Virginia sales tax. Virginia sales and use tax certificates of exemption, Form ST-12, or any other reasonably acceptable form, will be issued upon request. If sales or deliveries under the contract are not tax-exempt, LS&S shall be responsible for the payment of such taxes unless the tax law specifically imposes the tax upon the buying entity and prohibits LS&S from offering a tax-included price. Customer shall indemnify LS&S with respect to the nonpayment by LS&S of any such taxes to the extent permitted by the laws of Virginia.

4. Insurance.

(a) *Insurance.* During the term of this Agreement, LS&S shall maintain in force at its own expense commercial general liability insurance coverage of at least one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) annual aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Customer shall be added as an additional insured to the policy by an endorsement. LS&S also shall maintain workers compensation insurance providing the statutory benefits required by law. LS&S shall maintain Automobile Liability coverage of \$1,000,000 combined single limit. (Required only if a motor vehicle not owned by the Customer is to be used in the contract. LS&S must assure that the required coverage is maintained by LS&S (or third-party owner of such motor vehicle.)

(b) *Property Insurance.* Customer will keep its buildings and their contents insured against loss, cost, damage or expense resulting from fire, explosion or any other casualty in an amount equal to the full replacement cost thereof.

5. Confidential Information and Intellectual Property.

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

such breach, the Party whose Confidential Information is threatened to be disclosed shall be entitled to injunctive or other equitable relief.

(b) Exceptions. Notwithstanding the foregoing, the provisions of Section 5(a) above, shall not apply to Confidential Information that (i) is publicly available or in the public domain at the time disclosed; (ii) is or becomes publicly available or enters the public domain through no fault of the recipient; (iii) is rightfully communicated to the recipient by persons not bound by confidentiality obligations with respect thereto; (iv) is already in the recipient's possession free of any confidentiality obligations with respect thereto at the time of disclosure; (v) is independently developed by the recipient; (vi) is approved for release or disclosure by the disclosing Party without restriction; (v) information required to be disclosed pursuant to the Virginia Freedom of Information Act and: (vi) information required to be kept by any legally required records retention requirement. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or to establish a Party's rights under this Agreement, including to make such court filings as it may be required to do.

(c) Intellectual Property. Subject to the terms and conditions of this Agreement, LS&S hereby grants to Customer a limited, non-exclusive, non-transferable, non-sublicensable right and license to use the Documentation, as provided by LS&S, during the term of this Agreement, solely for Customer's internal business purposes. Customer shall not use the Documentation for any purposes beyond the scope of the license granted in this Agreement. Without limiting the generality of the foregoing, Customer shall not (i) market or distribute the Documentation; (ii) make any copies of the Documentation; (iii) assign, sublicense, sell, lease, or otherwise transfer or convey, or pledge as security or otherwise encumber, Customer's rights under the license granted in this Section 5(c); or (iv) modify the Documentation, except with prior written consent of LS&S. The Parties acknowledge and agree that if Customer modifies or improves the Documentation, all such modifications or improvements shall be considered part of the Documentation, and shall be owned by LS&S, and Customer hereby assigns to LS&S all right and title to such modifications or improvements. Other than as set forth in this paragraph, nothing in this Agreement confers any license or right to use any trademark, service mark, copyright or other intellectual property right, whether now owned or hereafter developed, of either Party. For the purposes of this Agreement, "Documentation" means the standard user manuals, instructions and related documentation made available by LS&S to Customer.

6. Customer's Obligations.

(a) Facilities, etc. Customer shall make available to LS&S without charge, solely for LS&S's use in performing the Services, all properties, facilities, furniture, furnishings, equipment, collections, supplies, records, files and data used or useful in the operation of the Library that are in Customer's possession, custody or control as of the date hereof. Customer reserves all ownership rights in such properties and LS&S shall return such properties to Customer, ordinary wear and tear excepted, at the termination or expiration of this Agreement. The County retains all of its ownership rights of the Library building at the Library Facility and, unless there is an existing agreement to the contrary, is responsible for all reasonably required major capital repairs, emergency systems, and

structural maintenance, including HVAC, roofing, plumbing, and electrical systems. The Contractor shall possess the Library Facility for the purposes of performing library operations and programming and shall maintain it in a safe, clean, and functional condition consistent with its public use.

Customer is responsible for the structure, improvements, repairs and property insurance at the Library building (except for damage caused by LS&S). This includes the interior and exterior of the structure, all restrooms, electrical, building systems, and the heating and air conditioning system. LS&S shall work with LS&S Staff and Customer to ensure effective building maintenance by promptly identifying and reporting problems with the facilities. Customer is responsible for maintaining the entire Library site, including landscaping and grounds maintenance.

- (b) *Technology & Telecommunications.* Customer is responsible for providing the telecommunications network and servers in the Library, including periodic replacement of aged or obsolete equipment as outlined in Schedule B. Should LS&S provide any technical services to Customer, such services shall be provided pursuant to a separate agreement.
- (c) *Policies.* Customer shall be responsible for setting all policies that govern the operations of the Library.

7. *Excluded Services.*

Notwithstanding any other provision of this Agreement to the contrary, the Services shall not include, LS&S shall have no responsibility for and Customer shall be fully responsible for the following:

- (a) Any goods or services, including payroll, that were rendered to Customer prior to the Effective Date.
- (b) Unfair labor practices, grievances, or any claims or litigation whatsoever arising out of the hiring and/or firing, layoff, subcontracting, assignment, reassignment or discipline of any Library staff employed by the Customer and not employed by LS&S at the time of the relevant incident.
- (c) Any worker's compensation or other claims arising from injuries sustained prior to the Effective Date by any Library staff employed by the Customer and not employed by LS&S at the time of such injuries.
- (d) Any costs of any current or future employee benefits, including payroll taxes, retirement benefits, voluntary retirement incentives, pension contributions, employee buyouts or other similar programs adopted by Customer.
- (e) Any future increases in wages and salaries mandated by Federal, State or Local regulations or legislation.

8. *Warranties; Disclaimers.*

- (a) **Warranty.** LS&S warrants that it will perform the Services with at least the care, diligence and expertise generally accepted in the library service industry.
- (b) **Disclaimer.** EXCEPT AS OTHERWISE EXPRESSLY WARRANTED IN THIS AGREEMENT, THE SERVICES AND GOODS PROVIDED BY LS&S ARE PROVIDED “AS IS” AND “WITH ALL FAULTS,” AND LS&S EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND OR NATURE, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF OPERABILITY, CONDITION, TITLE, NON-INFRINGEMENT, NON-INTERFERENCE, QUIET ENJOYMENT, VALUE, ACCURACY OF DATA, OR QUALITY, AS WELL AS ANY WARRANTIES OF MERCHANTABILITY, SYSTEM INTEGRATION, WORKMANSHIP, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THE ABSENCE OF ANY DEFECTS THEREIN, WHETHER LATENT OR PATENT. NO WARRANTY IS MADE BY LS&S ON THE BASIS OF TRADE USAGE, COURSE OF DEALING OR COURSE OF TRADE. LS&S DOES NOT WARRANT THAT THE SERVICES OR GOODS WILL MEET CUSTOMER’S REQUIREMENTS OR THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL ERRORS WILL BE CORRECTED. CUSTOMER ACKNOWLEDGES THAT LS&S’ OBLIGATIONS UNDER THIS AGREEMENT ARE FOR THE BENEFIT OF CUSTOMER ONLY, AND THE PARTIES AGREE THAT THERE ARE NO THIRD-PARTY BENEFICIARIES TO THIS AGREEMENT.

9. *Limitation of Liability.* IN NO EVENT SHALL LS&S BE LIABLE TO CUSTOMER OR CUSTOMER BE LIABLE TO LS&S FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, COSTS OF DELAY, ANY FAILURE OF DELIVERY, BUSINESS INTERRUPTION, COSTS OF LOST OR DAMAGED DATA OR DOCUMENTATION OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE, EVEN IF LS&S OR CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION UPON DAMAGES AND CLAIMS IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE. THE CUMULATIVE LIABILITY OF LS&S TO CUSTOMER AND CUSTOMER TO LS&S FOR ALL CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY CAUSE OF ACTION SOUNDING IN CONTRACT, TORT, OR STRICT LIABILITY, SHALL NOT EXCEED THE LESSER OF (I) THE ACTUAL DAMAGES SUFFERED BY THE AGGRIEVED PARTY, OR (II) FIVE HUNDRED THOUSAND DOLLARS (\$500,000). NO PROVISION OF THIS AGREEMENT IS A WAIVER OF CUSTOMER’S SOVEREIGN IMMUNITY.

10. *Conflict of Interest.*

LS&S shall not, directly or indirectly, acquire any interest which will conflict in any manner or degree with the performance of its services hereunder. In this connection, LS&S, its employees and consultants shall make no political contributions to any political campaign or initiative affecting the Customer, nor should the customer make such a request of LS&S to do so.

11. Notices

Any notice regarding the performance of services under this contract shall be considered delivered using regular U.S. mail services, email, or fax to the attention of the parties listed below:

Warren County
County Administrator
220 North Commerce Avenue
Front Royal, VA 22630
With a copy by Email to:
Edaley@warrencountyva.gov
540-636-4600

LS&S
Todd Frager, CEO
2600 Tower Oaks Blvd. Suite 500,
Rockville, MD 20852
Email: Todd.Frager@LSSLibraries.com
Office: 301-540-5100

12. Miscellaneous.

(a) *Independent Contractors.* The relationship of the parties is that of independent contractors, and no partnership, joint venture, agency, employment, or other relationship is intended.

(b) *Assignment.* Neither Party may assign this Agreement to a third party without the prior written consent of the other Party, except that LS&S, with the consent of Customer, may subcontract or delegate portions of the Services; provided, however, that in no case shall Customer be liable to any party other than LS&S, or for any amount in excess of the price specified on Schedule A, plus any additional charges permitted hereunder.

(c) *Nondiscrimination, etc.* LS&S shall not discriminate against any employee or applicant for employment because of race, color, sex, age, ancestry, medical condition (cancer or HIV Positivity including AIDS or ARC), national origin, sexual orientation, creed, religion, age, physical or mental disability, political affiliation, citizenship or any other characteristic prohibited by State or federal law.

(d) *Nonsolicitation of Employees.* Customer acknowledges and agrees that the employees and consultants of LS&S who perform the Services are a valuable asset to LS&S and are difficult to replace. Accordingly, Customer agrees that, during the Term of the Agreement, and for a period of one (1) year after the termination or expiration of this Agreement, it shall not offer employment or engagement (whether as an employee, independent contractor or consultant) to any LS&S employee or consultant who performs any of the Services.

(e) *Force Majeure.* LS&S and Customer shall not be liable for any failure or delay in performance of this Agreement due to causes beyond its control, including, but not limited to, act of god, strike, war or civil disturbance, weather emergency, or general failure of any necessary supply, service, utility or other cause beyond its reasonable control, such failure to perform shall not be grounds for termination of this Agreement.

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

(g) *Notices.* Notices required or permitted under this Agreement shall be effective upon the third (3rd) business day after deposit in First Class mail, or the next business day after deposit

with a recognized overnight courier, or upon receipt if e-mailed or faxed to the respective e-mail addresses or fax numbers, if addressed to the parties' respective addresses and marked to the attention shown on the first page of this Agreement.

(h) Law and Enforceability. This Agreement shall be construed in accordance with the laws of the Commonwealth of Virginia and all claims, disputes, and other matters shall only be decided in the Circuit or General District Courts of Warren County, Virginia. If any provision of this Agreement is declared invalid, illegal or unenforceable by a court of competent jurisdiction, the balance of this Agreement shall remain in full force and effect.

(i) Other Rights. Customer hereby grants to LS&S the limited right to use Customer's name, logo and/or other marks for the sole purpose of listing Customer as a user of the applicable Offering in LS&S's promotional materials. LS&S agrees to discontinue such use within fourteen (14) days of Customer's written request.

(j) Mandatory Contract Terms. The Customer's required Mandatory Contract Terms set forth in Schedule D are incorporated by reference.

(k) Survival. The provisions of Sections 5 and 8 shall survive any termination or expiration of this Agreement.

(k) Entire Agreement. This Agreement, including Schedules A through D inclusive and exhibits 1 and 2 to Schedule B, contains the entire understanding of the parties on the subject matter hereof and supersedes all prior statements and agreements on that subject. No failure or delay by either Party in enforcing any provision of this Agreement shall operate as a waiver. This Agreement may be modified or waived only in writing signed by the Party against whom such modification or waiver is sought to be enforced. This contract represents a fully-negotiated agreement among sophisticated parties with the opportunity to consult with legal counsel and any ambiguity shall not be construed against any party.

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

WARREN COUNTY, VA

**LIBRARY SYSTEMS & SERVICES,
LLC**

By: _____
Name: _____
Title: _____

By: _____
Todd Frager
CEO

APPROVED AS TO FORM:

Jason Ham, County Attorney

Schedule A

Library Service Delivery Agreement

A. Statement of Work

LS&S will administer the operations of Customer's library facility - Warren County Public Library (collectively, "Library"), including the accounting for, purchase of and payment for payroll services and goods and services from vendors for budgeted supplies, other direct operating expenditures, Library Materials (as defined below) and Capital Items (as defined below) sufficient to operate the Library in accordance with the policies and guidelines approved by Customer.

LS&S shall provide, by and through its own employees or independent contractors ("LS&S Staff") any labor LS&S deems necessary for the operation of the Library. The cost of the LS&S Staff shall be paid by LS&S and is included in the Operating Budget (as defined below). LS&S shall have the sole and absolute right to hire, manage, evaluate and terminate the employment of the LS&S Staff from time to time to perform work under this Agreement. LS&S will provide the appropriate staffing levels to keep the Library open to the public six (6) days and for fifty-four (54) hours per week. LS&S shall comply with guidance set forth in Virginia Code 17VAC15 et. seq applicable to enabling the receipt of state and federal aid and the certification of however many library professionals as are required to run the Library in accordance with law. The Library may be closed on Federal Holidays, and may be closed on additional days at the discretion of the Library Board or when remaining open is unsafe due to weather or other events.

Sample Hours, subject to change by agreement between LS&S and Customer:

Monday: 10 am to 8 pm
Tuesday: 10 am to 8 pm
Wednesday: 10 am to 8 pm
Thursday: 10 am to 8 pm
Friday: 10 am to 5 pm
Saturday: 10 am to 5 pm
Sunday: Closed

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

This Plan, when approved by Customer, will help govern the direction and focus of the LS&S Staff in fulfillment of their mission of providing effective and efficient Library service to meet the personal, professional and lifelong learning needs of the patrons served by the Library.

B. Scope of Work

1. Governance –
 - a. LS&S shall be responsible for daily operations of the Library Facility and shall ensure the provision of reliable, high-quality public library services to all patrons under the oversight and governance of the Library Board.
 - b. Develop and maintain effective working relationships with local staff, elected officials, Library Board members, other appointed officials and community groups such as the Friends of the Library.

2. Fiscal Responsibility:

- a. LS&S shall prepare and manage an annual operating budget in close coordination with the Library Board and in accordance with the Agreement.
- b. LS&S shall provide such financial data to the Library Board and/or County upon request and in formats suitable for analysis.
- c. Additional funding, including grants, donations, and other contributions (the “Additional Funding”) shall be disclosed to the County and the Library Board on a quarterly basis. All Additional Funding shall be used to enhance and not supplant the services provided by Contractor under the Agreement.
- d. Develop and maintain effective and efficient financial procedures.
- e. Review all aspects of Library operation and service for efficiency and cost-effectiveness, while making changes as appropriate.
- f. Lead preparation of annual operating and capital budget requests in conformance with the Agreement.
- g. Continue to seek innovative means of adding value for Customer at little or no additional cost, including completing grant applications.
- h. All computers, other electronic devices, books, subscriptions, digital materials, and all other property whatsoever that is purchased using County funding or Additional Funding (the “Materials”) shall be the property of Customer. Contractor shall keep accurate records as to all Materials purchased with Customer funding and Additional Funding.
- i. Maintaining complete, accurate, and transparent recordkeeping of expenditures, revenues, and fund balances.
- j. Preparing an annual operating and capital budget proposal for review by the Library Board and subsequent approval by the Customer.
- k. Ensuring adherence to generally accepted accounting principles (GAAP) and Customer fiscal policies.
- l. Exercising sound fiscal management, including cost-effectiveness, avoidance of unnecessary expenditures, and clear justification of all expenditures from major budget categories.
- m. LS&S shall also file for, or assist the Library Board and Customer in filing for, state grants, donations, and other funding to support the operations of the library.

3. Reporting:

- a. Prepare and provide regular reports to Customer, describing Library activities and recommending changes in policies and operations as necessary and appropriate.

- b. Prepare and provide timely statistical reports to the Customer on Library activities.
 - c. Prepare and provide annual statistical report to the Library of Virginia.
 - d. Monthly and annual circulation statistics, including in-depth metrics that provide clear and actionable insights, such as breakdowns by the 10 Dewey Classes in non-fiction and by genre in fiction.
 - e. Program attendance and feedback.
 - f. Provide key performance indicators (KPIs) and usage metrics annually and upon request, including but not limited to library cardholder growth, circulation per capita, program attendance per capita, digital resource usage, usage turnover, patron satisfaction ratings, and other KPIs as determined in collaboration with the Library Board.
 - g. State Library of Virginia reporting requirements.
4. Staffing:
- a. LS&S shall recruit, hire, train, supervise, and retain qualified staff sufficient to carry out all responsibilities under this contract.
 - b. Integrate the existing resources and work processes of the library into a structure that enables all existing or newly-hired staff to accomplish their work, either independently and/or through teams, with clarity, specificity, necessary resources and within a supportive environment that encourages achievement and professional development.
 - c. Employ a qualified Library Director.
 - d. Ensure sufficient staffing for various roles, which may include Youth Section, Adult Section, Community Outreach, Volunteer Liaison, Technical Services, Reference Desk and Circulation; such roles may be held by more than one person, or one person may hold several roles.
 - e. Provide job descriptions for all roles.
 - f. Ensure all employees undergo appropriate background checks.
 - g. Maintain compliance with federal and state labor laws
5. Volunteers - Support a robust volunteer program with a plan for retention, training and management, including coordination with the Friends of the Library and similar support organizations.
6. Staff Development and Coaching:
- a. Support the professional development of all LS&S Staff.
 - b. Provide leadership and guidance to maximize LS&S Staff effectiveness in Library operations.
 - c. The Library will be closed on a mutually agreed upon day in writing by the Customer and LS&S for an annual All-Staff training day.
7. Public Services:
- a. Provide prompt, friendly and accurate assistance in the use of the Library.

- b. Provide prompt and accurate circulation and information services.
 - c. Provide requested materials promptly.
8. Collections – Provide high quality materials on a wide variety of subjects in varied formats for the community, according to established collection development plans.
9. Programming – Provide high quality, effective programs of interest to all major demographic groups in the community. LS&S shall offer a diverse calendar of educational and cultural programs for all age groups. The Library Director, in consultation with the Library Board, has the right to discontinue and replace any of the current programs.

Required services include a combination of:

- a. Early childhood literacy programs.
 - b. School-age and teen activities.
 - c. STEM/STEAM/STREAM and Maker programs, particularly aimed at youth and teens.
 - d. Home School Programs and other activities.
 - e. Book clubs, Summer Reading and similar groups.
 - f. Adult education and lifelong learning.
 - g. ESL, technology training, and local author events.
 - h. Annual public surveys covering topics that shall include usage, overall satisfaction, engagements, collection adequacy (physical and digital), and visioning.
 - i. Program evaluation surveys and other feedback opportunities.
 - j. Specific programs for seniors and older adults, including tech help, memory cafes, or wellness programs.
 - k. Workforce development and career readiness programming, including resume workshops, job search assistance, and small business resources.
 - l. Civic literacy local history programs, such as sessions on local government, voter registration, or historical talks in partnership with local museums.
 - m. Digital literacy instruction, such as how to use online government services cybersecurity basics, or social media safety.
10. Policy - In collaboration with the Library Board, LS&S shall assist in developing policies covering all operations of the library, including, but not limited to, the following: Child Safety Policy; Computer & Internet Use Policy; Meeting Room Policy; Personnel Policy; Social Media Policy; Conflict of Interest Policy; and others, to be jointly determined.
11. Information Technology – In cooperation with the Customer and the Customer’s County Information Services, develop and implement short and long range plans to address the installation and support of sufficient hardware, software, network, telecommunications and other resources necessary to support the Library’s mission. LS&S shall:
- a. Support public and staff computing resources.
 - b. Maintain the Integrated Library System (e.g., Polaris or similar ILS system).
 - c. Ensure cybersecurity, backups, and network integrity.
 - d. Assume/develop, maintain, and continuously improve a robust, user-friendly library website that provides convenient online access to all essential library services. At a minimum, the website shall include:
 - i. Online catalog access and account management.
 - ii. Room booking.

- iii. Access to digital collections (eBooks, audiobooks, streaming media, databases).
 - iv. Program calendars and online event registration.
 - v. Library policy documents, contact information, and hours of operation.
 - vi. Volunteer and donation portals.
 - vii. Real-time announcements and service updates.
 - viii. Public access to meeting agendas, minutes, and Library Board policies.
 - ix. The website shall be ADA-compliant, if required by law, mobile-responsive, and maintained with current, accurate content.
 - x. Its functionality and accessibility shall be subject to periodic review by the Library Board and the County.
12. Marketing – Effectively disseminate information and promote use of the Library, resources and services.
- a. Engage with community groups and stakeholders.
 - b. Promote the Library through marketing and media.
 - c. Participate in community events and civic engagement
13. Space Planning, Design, Renovation and Outreach – LS&S understands the paradigm shift surrounding municipal library design. LS&S will work in partnership with the Customer on positioning the Library for the future, and making it accurately reflect the community it serves. During the course of the agreement LS&S will assist the Customer in Space and Service Planning for the existing and potential new facility in order to optimize and expand the library’s capacity. This will include a comprehensive Needs Assessment process as well as leveraging our expertise in technology and the latest trends and current and future best uses for libraries. LS&S recognizes the importance of building consensus amongst the stakeholders involved and will support community outreach and education efforts for public funding initiatives.
14. Facilities – Work with LS&S Staff and local officials to ensure effective building maintenance by promptly identifying and reporting problems with the physical plant. LS&S’s responsibilities shall include:
- a. Maintaining the day-to-day cleanliness, safety, and general usability of the Library Facility, including all public areas, workspaces, restrooms, entrances, and outdoor patron areas.
 - b. Providing or managing routine custodial and janitorial services, unless otherwise provided by the County.
 - c. Ensuring that the Library Facility is maintained in compliance with ADA, fire codes, and health and safety regulations.
 - d. Promptly reporting all maintenance issues or building deficiencies to the County, and providing follow-up status as requested.
 - e. Working collaboratively with County personnel or contractors on preventative maintenance scheduling, inspections, and emergency response.
 - f. Participating in capital planning discussions related to building improvements, layout changes, signage, or space utilization, with recommendations submitted to the Library Board and County.
 - g. Maintaining any interior furniture, equipment, signage, and décor items, including those provided by the contractor.

- h. Notifying the County immediately in the event of fire, flood, structural damage, environmental hazard, or other emergencies.
- i. Any alterations or improvements made to the Library Facility by LS&S must be approved in writing by the County in advance and shall become the property of the County unless otherwise agreed in writing.

15. Emergency Response - LS&S shall develop and maintain an Emergency Response and Continuity of Operations Plan, to be reviewed annually with the County and Library Board.

C. Library Materials and Materials Handling Fee

LS&S shall develop and manage a well-rounded, diverse and up-to-date collection of physical and digital materials responsive to the needs of the Warren County community. Responsibilities include:

- a. Selection and acquisition of books, media, periodicals, and electronic resources.
- b. Cataloging and processing.
- c. Weeding and inventory control, particularly replacement of worn or obsolete materials, or materials that have not been sufficiently utilized by patrons.
- d. Overall modernization of current holdings.
- e. Usage-based collection review and development policies.
- f. Proposing cost-effective interlibrary loan arrangements.

On behalf and for the benefit of Customer, LS&S will negotiate favorable discounts and prices from Library suppliers for the purchase of all Library materials, which shall include, but not be limited to, books, periodicals, newspapers, microfilms, e-books and other electronic publications, electronic database subscriptions, standing orders, audio and video materials and cases, automated reference services, binding, cataloging and processing costs (collectively, "Library Materials"). The responsibility for Library collection development policies will remain with Customer, and all Library Materials selections will be the responsibility of LS&S. LS&S will have sole authority to select vendors, place orders with the suppliers and perform the accounting functions related to those orders, including prompt payment of the invoices. In accounting for the cost of the Library Materials, LS&S shall include a fee of ten percent (10%) of the cost of the Library Materials ordered ("Materials Handling Fee").

D. Excluded Costs

Customer shall be responsible for the following:

- (a) Any costs, expenses, damages or losses occurring prior to the Effective Date.
- (b) Any Capital Items, which shall mean any capital acquisitions, improvements or replacements of any of the properties, facilities, equipment, furniture, furnishings, fixtures or leasehold improvements of the Library, except that such Capital Items proposed by LS&S for its benefit shall be approved by Customer and paid for by LS&S.
- (c) Any amount of costs for unbudgeted repairs of Capital Items owned by Customer.
- (d) Any increases in the cost of any state or federal tariff items over the rate for such items prevailing as of the date of execution of this Agreement.

- (e) Any increases in the minimum wage mandated by federal, state or local governments following the Effective Date are not included in the above compensation schedule and Customer will be responsible for reimbursing LS&S for such increases. The Parties acknowledge and agree that the minimum wage rates specified in Schedule C shall apply as of the Effective Date.
- (f) Any patron accommodations regarding the Library facilities required by the Americans with Disabilities Act (ADA) or any similar federal, state or local regulations.
- (g) LS&S will comply with established Customer processes and protocols for Library volunteers, including any required background checks.

E. Operating Budget and Charges

Fiscal Year July 1 - June 30	County Contribution	State Aid**	Grants/ Donations/ Fines/Fees**	Total Funding
Year 1	\$1,024,000	\$236,000	\$46,643	\$1,306,643
Year 2	\$1,024,000	\$236,000	\$46,643	\$1,306,643
Year 3	\$1,024,000	\$236,000	\$46,643	\$1,306,643
Year 4	\$1,024,000	\$236,000	\$46,643	\$1,306,643
Year 5	\$1,024,000	\$236,000	\$46,643	\$1,306,643
Year 6	\$1,054,720	\$243,080	\$48,042	\$1,345,842
Year 7	\$1,086,362	\$250,372	\$49,484	\$1,386,218
Year 8	\$1,118,952	\$257,884	\$50,968	\$1,427,804
Year 9	\$1,152,521	\$265,620	\$52,497	\$1,470,638
Year 10	\$1,187,097	\$273,589	\$54,072	\$1,514,757

**Total funding of State Aid, Grants, Donations, Fines, and Fees estimated by LS&S, this number is subject to change based on contributions from the State of Virginia, Grants, Donations, Fines, and Fees each year, County contribution does not change regardless of the status of other funding.

Fiscal Year July 1 - June 30	Charges ("Operating Budget")			
	Library Ops	Materials*	Total	Monthly
Year 1 (2026)	\$1,181,643	\$125,000	\$1,306,643	\$108,887
Year 2 (2027)	\$1,181,643	\$125,000	\$1,306,643	\$108,887
Year 3 (2028)	\$1,181,643	\$125,000	\$1,306,643	\$108,887
Year 4 (2029)	\$1,181,643	\$125,000	\$1,306,643	\$108,887
Year 5 (2030)	\$1,181,643	\$125,000	\$1,306,643	\$108,887
Year 6 (2031)	\$1,217,092	\$128,750	\$1,345,842	\$112,154
Year 7 (2032)	\$1,253,605	\$132,613	\$1,386,218	\$115,518
Year 8 (2033)	\$1,291,213	\$136,591	\$1,427,804	\$118,984
Year 9 (2034)	\$1,329,950	\$140,689	\$1,470,638	\$122,553
Year 10 (2035)	\$1,369,848	\$144,909	\$1,514,757	\$126,230

* Total cost of Library Materials is not included in the Operating Budget and shall include the Materials Handling Fee. After the first year, funding for Books and Materials shall be determined by the Customer annually, and recommendations submitted to the County for approval consideration. The above amounts reflect the minimum that LS&S recommends the Customer budget for Books and Materials. Expenditures for Books and Materials will be invoiced at the same time as bills for Services and will include LS&S's Material Handling Fee

- **Donated Funds, Grants, Fines, Fees, E-rate, and Copier Revenue/Expenses:** These items, to the extent inconsistent with the amounts set forth in this section E, are excluded from the operating budget and will be remitted to the County net of any expenses.
- **Budgeted Expenses for the (Operating Budget and Charges):** Budgeted Expenses for the (Operating Budget and Charges): The following items are included in the Operating Budget and Charges (baseline amounts as reflected in FY25 budget):
 - Salaries and Benefits
 - Library Materials
 - Utilities
 - LS&S shall be responsible for utilities (gas, electric, water, sewer) at the base year rate of \$80,000, any increases above the base rate in excess of 3% would be the County's responsibility at the actual cost incurred
 - Databases
 - Newspapers and Magazines
 - Library Services and Supplies
 - Special Projects
 - Community Outreach
 - Children's Programs
 - Adult Programs
 - Buildings, Grounds, and Maintenance
 - Office Expenses
 - Library Technology
 - Automated Systems

Community Assessment and Strategic Plan: In Year 1, LS&S will conduct a Community Assessment and collaborate with the Library Board and County to develop a long-term Strategic Plan. This plan will inform the appropriate spending allocations for Years 2 through 10.

Capital Financing

Following the Commencement date, LS&S will contribute an additional \$125,000 in Year 1 to revitalize the Library's Collection, ensuring its relevance and appeal. Moreover, recognizing the importance of access, LS&S will donate \$150,000 to commission a mobile outreach van, enabling the Library to extend its valuable services throughout the County, or utilize the funds to make FF&E improvements within the Library.

Termination

If County or LS&S terminates this Agreement pursuant to Section 2: Term and Termination, County shall pay back LS&S the prorated amount of Capital Financing remaining, based on a ten-year contract. County shall have 30 days to pay LS&S.

Example: If County terminates the contract at the conclusion of Year 7, County will pay LS&S \$82,500. (\$275,000/10 years = \$27,500 annually); (\$27,500 x 3 remaining years = \$82,500)

Schedule B Technology Support Services

Section 1: Purpose

The purpose of this Schedule B is to set forth additional terms of the Agreement regarding the responsibilities of the Customer, acting through its Information Services Department and LS&S, acting through its employees assigned to operate the Library.

Section 2: Definitions

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

“ILS” means Integrated Library System.

“IS Department” means Customer’s Information Services Department.

“IS Director” means Customer Director of Information Services or designee.

“Library Director” means LS&S’s employee serving in the position of Director of the Library.

“Library Staff” means LS&S’s employees, including the Library Director, assigned by LS&S to perform the on-site services provided by LS&S to Customer pursuant to this Agreement.

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

Section 3: Scope and Responsibilities

A. Administration and Management

- (1) *Technology Coordination.* LS&S shall be responsible for managing the day-to-day technology operations and support services related to Library operations. LS&S will meet with the Customer, at a minimum of once every six (6) months at a mutually agreeable date and time, to provide updates, review ongoing efforts, and discuss any upcoming technology initiatives or concerns.
- (2) *Technology Procurements.* LS&S is responsible for all costs associated with maintaining and updating the Library’s technology. LS&S will be responsible for the configuration and preparation of the technology equipment to ensure it is ready for use in Library operations. All procured equipment will become the property of the Customer and must conform to agreed-upon technical standards.
- (3) *Vendor service agreements and contracts.* LS&S will enter into and maintain applicable service agreements or support contracts on Customer-provided computer equipment. Licensing will be appropriate and valid for the Library systems **and software**. Maintenance agreements and software support agreements will be kept current and accessible for support requirements.

- (4) *Technology planning and budgeting.* Library Staff and LS&S IT shall be responsible for preparing a written annual Technology Plan that defines the needs and technology solutions to meet those needs. Library shall solicit and receive comments and suggestions from Customer and other interested parties identified by the Customer in defining existing problems, necessary changes, and/or desired enhancements to technology services at the Library. LS&S, through the Library Director and LS&S IT, and Customer, through the IS Director, shall work together to review and define the Library's technology needs for purposes of long range planning, development of mid-year and fiscal year budgets and inclusion in the annually updated Technology Plan.
- (5) *Equipment inventory and lifecycle management.* LS&S shall be responsible for maintaining and updating inventories of Customer-owned technology assets, including the software installed on all Customer-owned computers. LS&S shall also be responsible for picking up and properly preparing Customer-owned equipment for disposal, ensuring that all data is securely removed in accordance with industry standards and Customer policies. LS&S will update the inventory regularly and provide inventory revisions to the Customer upon request.
- (6) *Audit and Review of Third-Party Network Connections.* Any third-party systems or connections into the Customer's computer network must be pre-approved and will be subject to initial and periodic security review by the Customer. Any required corrective actions are to be implemented immediately, and closure is to be confirmed by the IS Director.
- (7) ***Internet content filtering management. LS&S shall be responsible for:***
 - (a) Administering and monitoring the Internet Filter that serves the Library patron computers; and
 - (b) Providing annual support and maintenance costs associated with the filtering software for public terminals.
 - (c) Library computers will be filtered for protection against Web-based threats, such as: malware, spyware, malicious sites, botnets and key loggers.
- (8) *Library website and URL namespace.* LS&S shall be responsible for the setup and maintenance of the Library's content on the Library's web portal. LS&S will maintain the annual renewal for the Library's URL namespace. LS&S shall be responsible for hosting the library website in accordance with service levels outlined below.
- (9) *Compliance with IT Department policies and procedures.* LS&S employees using Customer-provided computing technology and equipment will be expected to adhere to all Customer technology usage policies, requirements and standards.
- (10) *Customer-provided user and email accounts.* The IS Department shall be responsible for creation and maintenance of all Customer domain user accounts and Customer e-mail accounts. The Library Director shall inform the IS Director as soon as possible after any staff terminations so that user access to core information technology resources can be revoked in a timely manner. To the extent feasible, the Library Director shall inform the IS Director in advance of any employment termination date of a Library Staff employee if there is reason to believe the employee whose

separation from employment may result in a risk to the condition or security of the hardware, software, or data to which said employee has access. The Customer will make appropriate allowances for LS&S employees' access to LS&S business systems such as Email, HQ, Timesheets, etc. for the purposes of conducting normal LS&S business operations. This may include the requirement to install non-Customer software or modify software to accommodate the normal operation.

- (11) *Inventory Lists; Support Matrix.* IS Department staff and Library Staff and LS&S IT shall coordinate and cooperate in the preparation and maintenance of an inventory list of the hardware, installed software, and other computing technology equipment located in or assigned for use as part of Library operations. The inventory shall set forth the owner or provider of the hardware, software or equipment. IS Department staff and Library Staff shall also coordinate and cooperate with respect to development of a support matrix relating to the above inventory setting forth the party responsible for obtaining and/or providing support relative to the hardware, software, and/or equipment shown on the inventory.

B. Customer Facility

- (1) *Security cameras.* If applicable, Customer is responsible for the configuration and maintenance of the security cameras and associated equipment and network at the Library.
- (2) *Technology equipment rooms.* The Customer IS Department is responsible for coordinating and working with Customer's Facilities Management Department to maintain , UPS, air conditioning, environmental monitoring of the functioning equipment rooms.
- (3) *Audio visual equipment.* Customer is responsible for providing maintenance and support for all new and existing audio/video, systems in use at the Library. Support includes: projector lamps, supplies, parts, repairs, preventative maintenance and any necessary adjustments. LS&S shall be responsible for failures caused by improper operation, cleaning or maintenance; accidents, damage, misuse or abuse caused by a LS&S employee. The Customer will be responsible for providing appropriate documentation and training on the proper usage of the equipment.

C. Library Automation System (Polaris)

LS&S is responsible for providing and supporting the Polaris Integrated Library System (ILS), as well as other automation systems required for effective operation of the Library. LS&S shall be responsible for acquisition, licensing and maintenance of any service/hardware required for the automation systems.

D. Desktop Computing

- (1) *General.* All Customer-owned desktops and laptops will have antivirus and desktop management agents installed, where applicable. Only software provided by or approved by the Customer shall be loaded on Customer-owned computers. Any computer, server or network hardware provided by LS&S or any third-party must be pre-approved by the IS Department and must adhere to Customer standards before being connected to Customer-owned computer hardware or the Customer's data

network. LS&S shall be responsible for ensuring that all Customer-owned equipment is well maintained, operated in accordance with the manufacturer's instructions and the Customer's direction. LS&S shall be responsible for failures caused by improper operation, cleaning or maintenance; accidents, damage, misuse or abuse caused by a LS&S employee.

- (2) *Staff computers.* LS&S is responsible for the support of all Customer-provided computers which are designated for use by Library staff in performing their job functions. Support includes: installation of hardware and software, configuration, installation of operating system patches and updates, and troubleshooting of hardware, software or network connectivity problems. LS&S staff will provide assistance with supported applications which shall include: installation and updating of software; troubleshooting of common problems; and help with basic usage.
- (3) *Patron computers.* LS&S is responsible for the support of all Customer provided computers which are designated for use by library patrons which shall include operating system patches and updates; the troubleshooting of hardware, software or network connectivity problems. Customer IS Department staff will work in conjunction with Library Staff and LS&S IT to troubleshoot and resolve any connectivity issues that may be associated with the Customer-provided data network.
- (4) *Other LS&S owned and provided hardware/software.* LS&S shall be responsible for the support and maintenance of all LS&S-owned or provided hardware and/or software.

E. Server Hardware and Operating Systems

- (1) *Customer provided Servers.* LS&S is responsible for the support of all Customer-provided servers which are housed at the Library or designated for use by Library Staff or patrons, which shall include: installation, configuration, installation of operating system patches and updates and the troubleshooting of hardware, software or network connectivity problems. LS&S shall be responsible for the licensing, administration and maintenance of the business applications running on this hardware.
- (2) *LS&S provided Servers.* LS&S shall be responsible for acquisition; licensing and maintenance of any LS&S-provided computing system or service. Any computer, servers or network hardware provided by LS&S or any third-party must be pre-approved by the IS Director and adhere to Customer standards before being connected to Customer-owned computer hardware or the Customer's data network.

F. Telephony, Network, Internet, and Printers

- (1) *Customer network connectivity (to facility and to staff).* LS&S is responsible for the maintenance and operation of all Customer-provided network equipment, including the configuration, support and maintenance of all routers, switches, firewalls and associated Ethernet and fiber connectivity.
- (2) *Wireless network connectivity.* LS&S is responsible for the maintenance and operation of all Customer-provided wireless network equipment, including the configuration, support and maintenance of wireless access points and associated routers, firewalls and cabling.

- (3) *Customer internet connectivity.* LS&S is responsible for the maintenance and operation of Customer-provided internet connectivity, including: modems, routers, switches and associated cabling. As of the Effective Date, Customer provides internet connectivity for the use of library patrons and Library Staff computers.
- (4) *Telephone system.* LS&S is responsible for the maintenance and operation of all Customer provided voice communications equipment at the Library, including: VoIP/PBX equipment, handsets and associated cabling.
- (5) *Printers and Copiers.* LS&S Staff is responsible for the support of all Customer provided printers and copiers which are designated for use by library patrons. LS&S shall be responsible for the paper, toner, maintenance and repair costs of all printers and copiers for use by library patrons.

Exhibit 1 to Schedule B

Software used in Library:

Software	Operational Responsibility	Financial Responsibility
Polaris	LS&S	LS&S
Deep Freeze on Enterprise Server	LS&S w/Customer IT support	Customer
Antivirus	Customer	Customer
Windows	LS&S w/Customer IT support	Customer
MS Office	LS&S w/Customer IT support	Customer

Exhibit 2 to Schedule B

Service Level Agreements

This section is reserved for guidelines on measurable service level objectives. The intent of service level definition is to understand the expectations for key library and technology services and mechanisms for measurement.

Technology Metrics

The metrics identified are critical to the reliable service delivery and operations of a library.

Measurement

- Response to Troubles or Trouble Tickets – Response to priority 1 issues will be 4 hours after notification. Once issues are acknowledged, the responsible party will act appropriately to resolve the issue. Priority 1 issues will receive the highest response and activity until resolved or downgraded. Responses to lower priority items will be based on acknowledge and assignment of action within a time that is appropriate to the condition or impact.
- Wi-Fi and Circuit Availability – access to communications is critical to normal operations of a library. Patron access to reliable communications is to be maintained at or above 98% availability during normal business/library hours.
- Wi-Fi and Circuit Throughput and bandwidth – Libraries provide a necessary public service to patron and staff via wireless and internet communications. It is expected that these services be monitored and measured to ensure patrons are not experiencing consistent delays and packet latency. As a benchmark, latency to the internet should be under 30 ms Round Trip delay as measured to the nearest server on a public network. Upload and Download speeds will be appropriate to the size of the library community and will be monitored and adjusted as needed.
- Patron Computers and Printers – access to patron computers, printers, and copies are to be maintained to 98 % availability. Patron computers are to be protected by anti-spam and anti-virus and locked down in such a manner as to allow for normal user interaction without allowing installation and modification.
- Staff Computers – access to the LS&S library management systems is critical to the operations of a library. While staff systems have “off line” modes available with limited function, it is expected that all staff computers be maintained and provided at 99% availability. This availability is slightly higher than patron systems due to its role in the library. Updates to operating system are to be reviewed and applied routinely or minimally quarterly.
- Web Systems Availability – access to the library web site will be maintained to 98% availability.
- Security – systems integrity will be protected by firewalls, policies, and physical controls maintained by the Customer. LS&S is responsible for the security of Polaris or similar software, and any software used for collection administration. Filters and changes to virus definitions are to be maintained and updated within 72 hours of release. Critical server updates are to be applied as per vendor’s release schedule.

Definitions

- Priority 1 issue is an out of service condition that impacts library operations and patron activity.
- Priority 2 issues are an equipment or process failure that is limited in scope or impact. Priority 2 issues can be a single system or process being out of service or impaired. Priority 2 impacts are limited as to scope and service delivery.
- Priority 3 issues are minor in scope or limited in span and impact. This can also include items that require order or installation.
- Notification – call, email, text, trouble ticket generation, or conversation indicating an issue.
- Response – initial notification and confirmation of an issue.
- Resolution – Ticket closure with satisfactory return to normal operations.

Schedule C
Minimum Wage Rates

Virginia state minimum wage rate is \$12.41 per hour. The minimum wage applies to most employees in Virginia, with limited exceptions.

Schedule D
Mandatory Contract Terms

AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH: Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. The County may void this contract if Contractor fails to remain in compliance with the provisions of this section.

ANTI-DISCRIMINATION: For any contract greater than \$10,000, Contractor agrees to the following:

1. Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of Contractor. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
2. Contractor, in all solicitations or advertisements for employees placed by it or on its behalf, will state that Contractor is an equal opportunity employer.
3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
4. Contractor shall include the provisions of the foregoing paragraphs of this section in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

COMPLIANCE WITH FEDERAL IMMIGRATION REFORM AND CONTROL ACT:

Contractor certifies that it does not and shall not during the performance of this contract knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986, as amended.

DRUG-FREE WORKPLACE: For any contract greater than \$10,000, Contractor agrees, during performance of the contract, to (i) provide a drug-free workplace for Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, “*drug-free workplace*” means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

CHANGES TO THE CONTRACT: Changes to the contract may only be made as follows:

1. The terms, conditions, or scope of the contract may be modified by a written addendum executed by the County and Contractor. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract Goods or Services, or within the same broad product or service categories as were included in the contract. Any increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of the contract addendum.
2. The County may order changes within the scope of the contract at any time by written notice to Contractor including, but not limited to, changes to the services to be performed, the method of packing or shipment, and the place of delivery or installation. If the County issues a change order that requires an adjustment to compensation, Contractor shall be compensated for any additional costs incurred as the result of the order and the County shall be credited for any savings. Contractor must assert any claim for an adjustment in price by written notice to the County within 30 days from the date of receipt of the change order. Any adjustment to compensation shall be determined as follows:
 - (a) By written agreement of the parties;
 - (b) If the work can be expressed in units, by agreeing upon a unit price or using a unit price set forth in the contract, and Contractor accounts for the number of additional units of work performed, subject to reasonable verification by the County; or
 - (c) By Contractor proceeding with the work and keeping a record of all costs incurred and savings realized, including adjustment for overhead and profit if provided by the contract. Upon completion of the work, Contractor shall present the County with all vouchers and records of expenses incurred and savings realized. The County shall have the right to audit Contractor’s records to verify costs and savings.

EXAMINATION AND RETENTION OF CONTRACTOR’S RECORDS: The County or any of its duly authorized representatives shall have access to and the right to examine Contractor’s directly pertinent books, documents, papers, or other records involving transactions related to this contract for five years after final payment.

AVAILABILITY OF FUNDS: The parties expressly acknowledge and agree that the County’s obligations under this contract are expressly contingent upon appropriation by the County’s Board of Supervisors.

HOLD HARMLESS AND INDEMNIFICATION: Contractor shall defend, indemnify and hold the County, the Library Board, and the County's and Library Board's officials, employees, agents, and volunteers (the "Indemnified Parties") harmless, from and against any and all damage claim, liability, cost, or expense (including, without limitation, attorney's fees and court costs) of every kind and nature (including, without limitation, those arising from any injury or damage to any person, property or business) incurred by or claimed against Contractor, its employees, agents, and volunteers, or incurred by or claimed against the Indemnified Parties arising out of, or in connection with, negligent acts or omissions or willful misconduct in the performance of the services hereunder by Contractor. This indemnification and hold harmless includes, but is not limited to, any financial or other loss, any adverse regulatory, agency or administrative sanctions or civil penalties incurred by the Indemnified Parties due to the unlawful, negligent, fraudulent, willful, or criminal acts of Contractor or any of Contractor's officers, shareholders, employees, agents, contractors, subcontractors, or any other person or entity acting on behalf of Contractor. Contractor's indemnification obligations hereunder shall not be limited in any way by the amount or type of damages, compensation, or benefits payable by or for Contractor under worker's compensation acts, disability benefit acts, other employee benefit acts, or benefits payable under any insurance policy. This paragraph shall survive the expiration or termination of the contract.

WORK SITE DAMAGES: Contractor shall repair any damage to utilities, equipment or finished surfaces resulting from the performance of this contract to the County's satisfaction at Contractor's expense.

RIGHT IN DATA AND PATENT RIGHTS (OWNERSHIP AND PROPRIETARY INTEREST): The County shall have exclusive ownership of all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents discovered or produced by Contractor pursuant to the terms of this contract, including, but not limited to, reports, memoranda or letters concerning the research and reporting tasks of the contract.

CONTRACTUAL CLAIMS: All contractual claims for monetary or other relief shall be adjudicated utilizing the procedures set forth in § 38A-12.3 of the Code of the County of Warren, Virginia, which are incorporated herein by reference.