

employees and agents harmless for loss, which is not the result of their willful, negligent, intentional or malicious effort.

#### **SECTION 9.0 COST FORMULA**

The cost to Contractee is determined by the composite percentage among Solano, Napa, and all participating users. The agreed upon formula developed by the library directors of the initial members is detailed in Exhibit B which is attached and incorporated by this reference. This formula is designed to reimburse Solano for the true costs of all services rendered to Contractee and all participating users. Such formula is subject to annual review. If, upon the advice of the Users Group, the cost formula is modified, it shall become part of this Agreement as a revised Exhibit B during the annual renewal period and attached herein, notwithstanding any other provisions to the contrary.

When agreed to by Solano and the SNAP Users Group, one-time start-up costs for new members may be phased in over a multi-year period not to exceed three (3) years.

#### **SECTION 10.0 PAYMENTS**

Solano shall invoice all contractees on a quarterly basis. An estimated quarterly invoice for the fourth quarter shall be sent on or before June 1, followed by a supplemental quarterly invoice once all expenses for the 4<sup>th</sup> quarter have been received. All payments shall be made within 30 days of the invoice date.

#### **SECTION 11.0 COST ALLOCATION**

Contractee recognizes that substantial capital investment has been made by Solano in acquiring the necessary system hardware, software and peripherals and these acquisitions are necessary for Contractee to participate effectively as an integral part of this system. Contractee further recognizes these acquisitions have been made in the contemplation that Contractee shall remain participating and an integral unit of this system for the entire term of this Agreement. In contemplation of the hardship which will be incurred by Solano if Contractee breaches this Agreement, it is agreed by the parties that Contractee shall remain responsible for payment of the cost allocation as specified under Section 9 – Cost Formula during the term of the agreement as defined by Section 3 – Terms of Agreement less any saving to Solano Library occasioned by the reduction of service to Contractee.

#### **SECTION 12.0 CORRECTIVE AND REMEDIAL MEASURES**

Whenever any party believes that another party has committed a remediable breach of any material obligation set forth in this Agreement, it shall give written notice of the alleged breach to the other party, setting forth with reasonable specificity the nature of the alleged breach. The party receiving such notice shall use its best efforts to promptly remedy the breach and (1) shall inform the party giving written notice of the nature of the remedial actions planned and taken, or (2) shall respond to any such notice, with an explanation that sets forth reasonable cause of the breach. When a breach does exist that will not be remedied within thirty (30) days or if a breach requires more than 30 days to remedy and the party does not commence the remedy within 30 days after the party received written notice of it, the parties agree to enter into mediation as specified below. If mediation does not resolve this dispute, the party giving the notice shall be entitled to seek appropriate relief under this Agreement or otherwise under the law, which includes without limitation, termination of the terms of the agreement without liability for that termination. Until such time as the issue is resolved, Solano reserves the right to “lock out,” specific operators or terminals when substantial system damage is occurring, or the security and/or confidentiality of the database is breached.

### **SECTION 13.0 UNFORESEEN CIRCUMSTANCES**

Solano shall not be responsible for any delay beyond the time named for performance of Solano's contract with the vendor when such delay is caused by a natural disaster, war, civil disturbance, labor dispute, or other cause beyond Solano reasonable control, provided Solano gives written notice to Contractee of the cause of the delay within ten (10) days of the start of the delay. In the event the need for services provided for herein is terminated by a natural disaster, war, civil disturbance, labor dispute, or other cause beyond Contractee's reasonable control, Contractee shall only be responsible for payment for services actually received prior to said event and those specified in Section 19 - Termination.

### **SECTION 14.0 INDEMNIFICATION AND HOLD HARMLESS**

Contractee agrees to indemnify and hold harmless Solano, its employees, agents and elective and appointive boards from and against any damages including costs and attorney's fees arising out of negligent or intention acts or omissions of Contractee, its employees or agents.

Solano agrees to indemnify and hold harmless Contractee, its employees, agents and elective and appointive boards from and against any damages including costs and attorney's fees arising out of negligent or intention acts or omissions of Solano, its employees or agents.

### **SECTION 15.0 INSURANCE**

A. Without limiting Solano's and Contractee's obligation to mutually indemnify each other, each shall maintain the following insurance coverage during term of this Agreement:

(1) Commercial General Liability coverage, including but not limited to, premises and operations, independent contractor, products and complete operations, contractual liability and personal liability, in an amount not less than one million dollars (\$1,000,000) combined single limit for each occurrence and in the aggregate. Said coverage shall be endorsed with the following language:

Solano and Dixon, its officers, agents, and employees, shall be named as additional insured for all liability arising out of the operations by or on behalf of the other as named insured for all activities arising out of or in connection with the Agreement.

(2) Automobile liability coverage for bodily injury and property damage for all activities arising out of or in connection with the Agreement, including coverage for hired and non-owned vehicles, in an amount no less than three hundred thousand dollars (\$300,000) combined single limit for each occurrence.

(3) As required by the Labor Code of the State of California, Workers' Compensation coverage for all employees providing services in connection with this Agreement.

(4) Property and casualty coverage on all property owned, purchased and maintained by Solano located on Contractee's property.

B. All coverage required above may be provided through purchased insurance, self-insurance, and/or participation in a public entity risk-sharing pool, or any combination.

C. This agreement shall be of no force or effect until proof of appropriate required coverage is provided by each party and approved by its Risk Management.

**SECTION 16.0 DRUG FREE WORKPLACE**

Both parties warrant that they are knowledgeable of Government Code section 8305, et seq. regarding a drug free workplace and shall abide by and implement its statutory requirements.

**SECTION 17.0 NONDISCRIMINATION**

Both parties shall comply with all applicable federal, state and local laws, rules, and regulations and shall not discriminate on the basis of age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion or sexual orientation.

**SECTION 18.0 MODIFICATION**

This Agreement may be modified or amended only by written instrument signed by the parties.

**SECTION 19.0 TERMINATION**

This Agreement may be terminated by either party by giving written notice to the other party no later than January 1 for termination on or after the following July 1. Time is of the essence and a failure to notify by January 1 constitutes an automatic renewal for the following year.

If Contractee withdraws from this Agreement, according to the terms and conditions set forth in it, Contractee shall be entitled to retrieve from the database a machine-readable copy of their bibliographic file, patron file, item file and transaction file to the degree to which such records have been converted to a machine-readable format and loaded into the database, contingent on the system's capability. In the event that the process of creating these files incurs cost, Contractee shall pay that cost.

If Solano withdraws from this Agreement, according to the terms and conditions set forth in it, Solano shall provide Contractee with a machine-readable copy of their bibliographic file, patron file, item file and transaction file to the degree to which such records have been converted to a machine-readable format and loaded into the database, contingent on the system's capability. In the event that the process of creating these files incurs cost, Solano shall pay that cost.

Following termination by either party, Solano shall be reimbursed, as specified in Section 11 – Cost Allocation, for all expenditures made in good faith in accordance with the terms of this Agreement that are unpaid at the time of termination.

Following termination by either party, Contractee shall be reimbursed a portion of the SNAP reserve fund in the amount equal to the cost allocation, calculated pursuant to Section 9 above, in place for Contractee at the time of termination.

Notice of termination by Contractee shall be given by the Contractee's designated officer.

**SECTION 20.0 NOTICE**

Any notice necessary to the performance of this Agreement shall be given in writing by personal delivery or by prepaid first-class mail addressed as follows:

SOLANO  
Director of Library Services  
Solano County Library  
1150 Kentucky Street  
Fairfield, CA 94533

CONTRACTEE  
District Librarian  
Dixon Unified School District Library District  
230 N. First Street  
Dixon, CA 95620

If notice is given by personal delivery, notice is effective as of the date of personal delivery. If notice is given by mail, notice is effective as of the day following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

**SECTION 21.0 CHOICE OF LAW**

This Agreement has been executed and delivered in the County of Solano, State of California. The validity, enforceability or interpretation of this Agreement shall be governed by the laws of the State of California. Solano County shall be the venue for any action or proceeding, in law or equity that may be brought in connection with this Agreement.

**SECTION 22.0 ENTIRE AGREEMENT**

This Agreement, including any exhibits, constitutes the entire agreement between the parties and there are no inducements, promises, terms, conditions or obligations made or entered into by the parties other than those contained in it.

COUNTY OF SOLANO, a  
Political Subdivision of the  
State of California

DIXON UNIFIED SCHOOL DISTRICT  
LIBRARY DISTRICT, a  
Political Subdivision of the  
State of California

By \_\_\_\_\_  
\_\_\_\_\_, Chair  
Solano County Board of Supervisors  
Date \_\_\_\_\_

By \_\_\_\_\_  
Irina Okhremtchouk, President  
Board of Trustees  
Date \_\_\_\_\_

APPROVED AS TO CONTENT

APPROVED AS TO CONTENT

By \_\_\_\_\_  
Bonnie A. Katz  
Director of Library Services

By \_\_\_\_\_  
Vanessa Christman  
District Librarian

APPROVED AS TO FORM

By \_\_\_\_\_  
Dennis Bunting  
Solano County Counsel

ATTEST

By \_\_\_\_\_  
Solano County Clerk of the Board

CONTRACT BETWEEN  
DIXON PUBLIC LIBRARY DISTRICT  
and  
SWITZER ENTERPRISES

This Contract Agreement made on this 14th day of February, 2007, by and between the Dixon Public Library District ("DPL") and Switzer Enterprises ("Switzer").

WHEREAS, DPL requires the services for various Network Administration/Network Engineer tasks and does not have the staff resources to provide such services; and

WHEREAS, Switzer, is qualified to provide such services to DPL,

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties do agree as follows:

1. DESCRIPTION OF SERVICES – In connection with the initiation of this technology support service and coinciding with the installation of new network hardware and software, Switzer shall perform initial network reconfiguration services (attached as Exhibit 1) which shall be invoiced separately.

Following the successful completion of the network reconfiguration services, Switzer shall perform the services as generally listed below, and agrees to retain professional staffing adequate to perform the services. The expected level of effort is for 3 hours per week on site, twice daily server monitoring, and daily backups over the contract period (attached as Exhibit 2). Services may be performed at a frequency greater or lesser in shorter time periods at the request and/or approval of the District Librarian. Compensation for services rendered will be paid as specified below. Switzer will be responsible for

- the ongoing operation of the library's LAN, and its connection to the SNAP system;
- design, installation, maintenance, and upgrade of the library's LAN wiring and hardware system relating to connectivity capacity and topology;
- installation and troubleshooting PC hardware;
- operation and maintenance of the DPL web site[s];
- providing advice on the automation hardware and software needs of the library;
- providing budget projections for DPL's automation needs prior to budget preparation;
- training the DPL staff in automation procedures; and
- overseeing other staff with computer- or- network-related job functions

Examples of services: Install new software releases and system upgrades; evaluate and install patches and resolve software related problems; perform system backups and recovery; research, resolve and document issues as they relate to security concerns, application functionality, hardware/software errors or failures, overall system performance, etc.; perform installations and resolution of issues within a timely manner; provide training to the staff and public as needed; develop and implement the library's Internet presence and provide technical and professional support for all its Internet and online database services; evaluate, recommend and install new technologies for integration into the library's computer services; perform other related duties as agreed by the parties.

Switzer agrees to provide reasonable response time to DPL requests for assistance. Generally, reasonable is understood to mean response within four (4) hours during business hours and eight (8) hours for non-business hours concerning disruptions of service/emergency situations. Response to non-emergency situations shall be within

three (3) days or other time agreed upon between DPL and Switzer.

Switzer will coordinate with Solano County Library IT staff with respect to system changes and interface with the Solano County Library Network ("SNAP"), and North Bay Cooperative Library System ("NBCLS"), as necessary. Switzer will abide by the DPL contract with Solano County Library (attached as exhibit A) and North Bay Cooperative Library System (attached as exhibit B) as it pertains to hardware and software installations and upgrades. The District Librarian will be notified of any problems arising from this and be the final authority on disputes.

Switzer will maintain proper licensing for all software they install or maintain on DPL hardware. Documentation will be provided to DPL.

Switzer staff will provide monthly updates on services provided for DPL to the District Librarian, and will meet on a regular basis every week with the District Librarian. Open communication is instrumental in assuring success of this contract.

2. PERIODS OF PERFORMANCE AND TERMINATION -- The term of this agreement shall be from the date of execution of this agreement, first written above, to June 30, 2008. However, the contract may be terminated without cause within the first 60 calendar days from the date of the contract. After the initial 60-day period, this contract may be terminated with 4 weeks written notice by either party, one to the other. It may be extended by mutual agreement of the parties.
3. METHODS OF COMPENSATION - Compensation for services rendered pursuant to paragraph 1 above will be paid for on the following basis:
  - Initial network reconfiguration: one payment of \$4,680.00 to be paid in advance;
  - Monthly Service: a fixed price of \$2,450.00 per month, to be paid monthly upon presentation of invoice.
  - Expenses - Expenses for purchased hardware, software, and other items agreed to by the DPL will be reimbursed at Switzer's cost.
4. INVOICES – Switzer will provide a detailed invoice within 30 days of any purchase or expense of Switzer agreed upon by the District Librarian.
5. CHANGES AND OTHER REQUIREMENTS -
  - DPL may make changes in the Scope of Work as necessary and agreed to by Switzer.
  - Changes to the overall level of effort (hours per month) may be made with agreement of both parties.
  - Switzer agrees to follow all applicable Library Policies and Procedures as set forth by DPL.
6. INDEMNIFICATION AND INSURANCE - DPL shall indemnify Switzer for actions taken on the premises of DPL. DPL shall maintain general commercial insurance to cover all activities associated with this Agreement. Switzer shall maintain general commercial insurance to cover all activities associated with this Agreement
7. OWNERSHIP - All Internet World Wide Web products become the property of the DPL, to be used as whole or as the DPL sees fit.

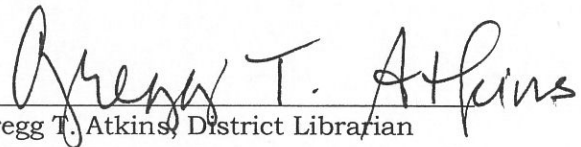
8. RECORDS - Records of services provided and expenses incurred under this Agreement shall be maintained under generally recognized accounting methods and shall be available for audit or inspection by either party.
9. EXTENT OF AGREEMENT - This agreement contains all of the agreements, representations, and understandings of the parties and supersedes any previous understandings, commitments, or agreements, whether oral or written. Further, this agreement shall only be modified or amended by a written instrument signed by the parties.
10. CHOICE OF LAW - This agreement shall be interpreted under and subject to the laws of the State of California.

IN WITNESS WHEREOF the parties hereto have caused the Agreement to be executed by their duly authorized officers on the date first written above.

DIXON PUBLIC LIBRARY DISTRICT

3-23-2007

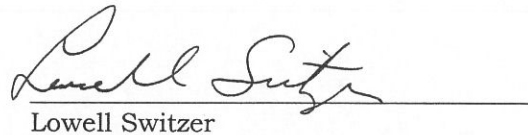
Date

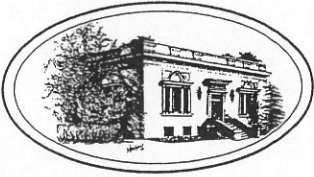
  
Gregg T. Atkins, District Librarian

SWITZER ENTERPRISES

3-23-2007

Date

  
Lowell Switzer



## DIXON PUBLIC LIBRARY

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*Gregg T. Atkins*  
*District Librarian*

230 North First Street • Dixon, California 95620  
(707) 678-1805 • (707) 678-3515 Fax • atkinsg@dixonlibrary.com

May 6, 2011

Mr. Lowell Switzer, Switzer Enterprises  
630 Davis St.  
Vacaville, CA 95688

RE: Contract for Network Administration Services

Dear Mr. Switzer:

As provided in Section 2 of the *Contract Between Dixon Public Library District and Switzer Enterprises, A Corporation*, the Library District wishes to extend the date of the contract for three (3) years to June 30, 2014.

If Switzer Enterprises is willing to agree to the extension, please sign one copy of this letter and return it to the Library District. The other copy is for your files.

The Library District continues to rely upon the excellent service and support provided by your firm. I am particularly pleased assistance you have provided in reconfiguring and improving the capabilities of our servers, and in improving reliability transmission speeds for our patrons.

Sincerely,

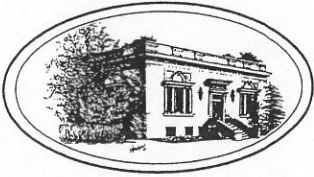
*Gregg T. Atkins*

I agree to the extension of *Contract Between Dixon Public Library District and Switzer Enterprises, A Corporation* to June 30, 2014.

*Lowell Switzer*  
Lowell Switzer, Switzer Enterprises

5-12-2011  
Date





## DIXON PUBLIC LIBRARY

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*Gregg T. Atkins*  
*District Librarian*

230 North First Street • Dixon, California 95620  
(707) 678-1805 • (707) 678-3515 Fax • atkinsg@dixonlibrary.com

May 1, 2009

Mr. Lowell Switzer, Switzer Enterprises  
630 Davis St.  
Vacaville, CA 95688

RE: Contract for Network Administration Services

Dear Mr. Switzer:

As provided in Section 2 of the *Contract Between Dixon Public Library District and Switzer Enterprises, A Corporation*, the Library District wishes to extend the date of the contract for two (2) years to June 30, 2011.

If Switzer Enterprises is willing to agree to the extension, please sign one copy of this letter and return it to the Library District. The other copy is for your files.

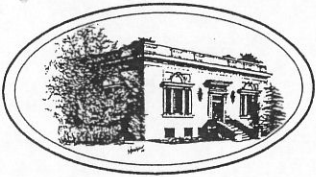
The Library District continues to rely upon the excellent service and support provided by your firm. I am particularly pleased with the strong working relationship which you have developed with Sandy Myers, Administrative Support Manager.

Sincerely,

I agree to the extension of *Contract Between Dixon Public Library District and Switzer Enterprises, A Corporation* to June 30, 2011.

\_\_\_\_\_  
Lowell Switzer, Switzer Enterprises

5-5-2009  
Date



## DIXON PUBLIC LIBRARY

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*Gregg T. Atkins*  
*District Librarian*

230 North First Street • Dixon, California 95620  
(707) 678-1805 • (707) 678-3515 Fax • atkinsg@dixonlibrary.com

May 2, 2008

Mr. Lowell Switzer, Switzer Enterprises  
630 Davis St.  
Vacaville, CA 95688

RE: Contract for Network Administration Services

Dear Mr. Switzer:

As provided in Section 2 of the *Contract Between Dixon Public Library District and Switzer Enterprises, A Corporation*, the Library District wishes to extend the date of the contract for one (1) year to June 30, 2009.

If Switzer Enterprises is willing to agree to the extension, please sign one copy of this letter and return it to the Library District. The other copy is for your files.

The Library District is very pleased with the excellent service and support provided by your firm. I am particularly pleased with the strong working relationship which you have developed with SNAP staff.

Sincerely,

*Gregg T. Atkins*

I agree to the extension of *Contract Between Dixon Public Library District and Switzer Enterprises, A Corporation* to June 30, 2009.

*Lowell Switzer*  
\_\_\_\_\_  
Lowell Switzer, Switzer Enterprises

*5-7-2008*  
\_\_\_\_\_  
Date