

ADMINISTRATIVE SERVICES AGREEMENT

THIS AGREEMENT is made and entered into on the 1st day of August, 2019, by and between the City of Charlottesville, Virginia (hereinafter the "City"), and the Jefferson-Madison Regional Library (hereinafter "JMRL").

WITNESSETH:

For and in consideration of the mutual premises contained herein, the parties agree as follows:

1. **Scope of City's Obligation.** For the term of this Agreement, the City agrees to serve in the capacity as fiscal agent to the JMRL Board of Library Trustees (hereinafter "Board"), and as such, the City, primarily through its Departments of Human Resources, Information Services, and Finance shall provide personnel, financial, and computer/information services to the Board. These services shall include, but are not necessarily limited to the following:
 - a. Administration of the Board's personnel regulations. The Board adopts the City's personnel regulations as its own, except where specifically superseded in this document or in a Board personnel policy manual. The Board may adopt or revise its own personnel regulations as circumstances warrant. The City's Department of Human Resources shall be notified of any proposed revisions to the Board personnel policy manual regulations prior to approval by the Board. The City's Department of Human Resources shall use reasonable efforts to inform Board employees of applicable regulations. See Paragraph 7 below.
 - b. Assistance in providing unemployment services and record keeping for purposes of payroll, retirement, health insurance, workers compensation, and other insurance, to the extent practicable. This assistance does not include procuring alternate services or coverage should the need arise for the Board.
 - c. Provision of financial accounting and bookkeeping services, including the processing and payment of bills, assistance with the procurement of goods and services, and payroll services.
 - d. All Information Technology Services as detailed in the "Information Technology Service Level Agreement" attached hereto as Exhibit "A."
2. **Description of Employer-Employee Relationship.** Notwithstanding any language in this Agreement which might suggest otherwise, Board employees receiving any services described herein shall remain employees of the Board and shall not be considered for any purposes to be City employees. Consistent with this provision, the Board and/or Board employees shall be charged the costs of all personnel services and benefits administered or extended under this Agreement.
3. **Board's Payment for Services.** In lieu of cash payment for personnel, financial, and computer/information services administered by the City pursuant to this Agreement, the Board shall pay to the City an annual fiscal agent fee equal to 2% of the Board's annual budget in order to cover the costs of these services. The Library cash balances shall accrue interest and the earnings shall be accrued to the Library fund, pursuant to the 2013 Regional Library Agreement.
4. **Term.** This agreement shall extend for a term of three (3) years (from August 1, 2019, to July 31, 2022) and may be extended by mutual written agreement signed by both parties. Either party may terminate this Agreement during this term upon giving six (6) months' notice to the other party, subject to the terms of the 2013 Regional Library Agreement. This agreement is subject to modification upon the mutual written consent of both parties.

5. **Nonappropriation of Funds.** This Agreement is subject to annual funding of City Departments obligated to perform the services specified herein. In the event any City Council fails to appropriate the funds necessary to perform such services, the Agreement shall be deemed canceled and of no effect provided notice of such cancellation is given to the Board within ninety (90) days of City Council's final approval of the annual City budget.
6. **Insurance.** The Board agrees to furnish a valid certificate of insurance naming the City as an additional insured solely for the City's potential liability for the acts of the Jefferson- Madison Regional Library, the Library employees or Board members. Such insurance shall remain in effect during the term of this Agreement.
7. **Personnel Regulations Variances.** The Board's personnel regulations, while based upon the City Department of Human Resources Personnel Regulations, are separate and distinct. The following is a list of differences between the two at the time of the execution of this Agreement. Additional differences may be adopted by the Board at a later date, in accordance with section 1(a) above.
 - The Library Board recruits and appoints the Library Director.
 - The Library Director is the appointing authority for the Library.
 - The Library Board establishes vacation and sick leave policies for its employees.

Specific sections of the City Personnel Regulations that are modified include:

- 6.1 (Under Approved Positions) Add the Library Board approves positions.
- 6.3 (Under Abolishing a Position) Add the Library Board approves the elimination of positions.
- 7.9.2 (Under Rules of Conduct) Library Board employees are not subject to mandatory pre-employment drug screening.
- 7.12.3 (Under Probationary Period – Duration) Add the Library's standard.
- 15 Section 15 (Compensation Plan) is replaced in its entirety by the Library Board's Compensation Plan.
- 13.8 (Under Grievance Procedure) Add (wherever department head is shown in Step II) the department head or the "Library Director." Under Step III, replace "City Manager" with "Library Board."

The Library's annual Holiday and Closed Schedule differs from the City of Charlottesville and is submitted for Board review each year. The annual schedule includes fourteen (14) leave days, 12 closed holidays and 2 personal leave days.

IN WITNESS WHEREOF, the City and the Board have executed this Agreement through their duty Authorized Representatives on the day and year first written above.

CITY OF CHARLOTTESVILLE

Approved as to Form:

John C. Blair, II
City Attorney or designee

BY: M W 7.3.19
City Manager

JEFFERSON-MADISON REGIONAL LIBRARY
BOARD OF TRUSTEES

BY: M M 2/19
President

EXHIBIT "A"

INFORMATION TECHNOLOGY SERVICE LEVEL AGREEMENT

This Service Level Agreement documents the understanding between the City of Charlottesville's Department of Information Technology (City IT) and the Jefferson-Madison Regional Library (JMRL).

1. Support Services **included** in the Administrative Services Agreement fee:

A. City Data Center:

- i. Data Center rack space for servers belonging to JMRL
- ii. Daily backup of JMRL servers in the City Data Center

B. City Enterprise Applications:

- i. City Email – up to five (5) users
- ii. City Intranet (Citynet) – up to five (5) users
- iii. SAP – up to six (6) users

C. JMRL Network:

- i. Connectivity:
 - a. Fiber from City Hall to JMRL (excluding service provider fees)
 - b. Internal LAN wiring
 - c. Internal networking switches
 - d. Internet Access (excluding service provider fees)
 - e. WAN connectivity (routes)
- ii. Security – Firewall configuration management

D. Service Request Resolution:

The City IT Helpdesk provides a single-point-of-contact for all requests relative to services included in this agreement.

When a service request is received, Helpdesk opens a Ticket. If feasible, the request is completed; otherwise, the Ticket is routed to the appropriate City IT staff member. Helpdesk tracks request completion progress and handles Ticket escalation when appropriate.

Response Time Guidelines – Although City IT makes every effort to meet these target timelines, they are not guaranteed.

Request Priorities	All requests will be classified into four (4) levels of severity.	<p>Severity I: The ability to conduct business has stopped (e.g., network is down)</p> <p>Severity II: Service is operational but seriously degraded (e.g., slow network Response times)</p> <p>Severity III: Problem or incident affects a single user (e.g., one user is unable to use a network printer)</p> <p>Severity IV: Requests for new services</p>
Request Reporting	All requests are sent to the Helpdesk.	<p>Business Hours (M-F 8am-5pm): Call (434) 970-3194 or Email helpdesk@charlottesville.org</p> <p>Non-Business Hours (Emergencies Only): Call (434) 260-0999</p>
Request Acknowledgement	Helpdesk staff will contact the requestor to acknowledge request receipt and provide a ticket number for reference.	<p>Business Hours (M-F 8am-5pm):</p> <p>Severity I: 30 minutes</p> <p>Severities II & III: 90 minutes</p> <p>Severity IV: 24 hours</p> <p>Non-Business Hours Emergency:</p> <p>Severity I only: 60 minutes</p>
Request Progress Update(s)	City IT staff will provide progress updates by email or phone.	<p>Business Hours (M-F 8am-5pm):</p> <p>Severity I: 1 hour</p> <p>Severities II & III: As appropriate</p> <p>Severity IV: By request</p> <p>Non-Business Hours Emergency:</p> <p>Severity I only: 2 hours</p>
Request Completion	The amount of time needed to complete a request depends on severity level and complexity.	<p>Business Hours (M-F 8am-5pm):</p> <p>Severity I: 2 hours</p> <p>Severities II & III: 6 hours</p> <p>Severity IV: As appropriate</p> <p>Non-Business Hours Emergency:</p> <p>Severity I only: 3 hours</p>

2. Support Services **not included** in the Administrative Services Agreement fee:
 - A. Application software

- B. End-User devices (PCs, laptops, tablets, etc.)
 - C. Internet service provider fees
 - D. Printers
 - E. Servers
 - F. Wide-Area-Network (WAN) service provider fees
3. Information Technology Consultation and Strategic Planning Services **not included** in the Administrative Services Agreement fee but **available by request** at an hourly rate of \$100 per assigned IT staff member(s):
- A. Data Center design and implementation planning for (but not limited to):
 - i. Active Directory
 - ii. Corporate messaging system
 - iii. End-User device deployment and management (desktop PCs, laptops, tablets, etc.)
 - iv. Server architecture
 - B. Network design and implementation planning for (but not limited to):
 - i. Audio Visual technology (including video conferencing)
 - ii. Network architecture for new facilities
 - iii. VoIP telephony
 - C. Policies and Procedures development for (but not limited to):
 - i. Data Security
 - ii. Disaster Recovery and Business Continuity
 - iii. IT related equipment replacement
4. JMRL Responsibilities:
- A. Communicate IT related issues and resolutions to JMRL staff
 - B. Consult with City IT before purchasing or upgrading IT related equipment or software (excluding end-user devices)
 - C. Cover all costs for hardware, software and vendor fees
 - D. Designate a JMRL staff member to serve as a single point of contact
 - E. Ensure all devices connected to the network are configured according to City standards
 - F. Ensure all hardware and software is either covered by warranty or vendor maintenance agreement
 - G. Manage and maintain software and hardware licenses
 - H. Maintain current anti-virus operating system patches on servers and end-user devices
 - I. Provide City IT staff with physical access to buildings and equipment when required