

**RENEWAL CONTRACT**

**FOR**

**MANAGEMENT CONSULTANT SERVICES**

**TO THE**

**JERSEY CITY FREE PUBLIC LIBRARY**

by and between

**LIBRARY SYSTEMS & SERVICES, LLC**

-and-

**THE BOARD OF TRUSTEES  
OF THE  
JERSEY CITY FREE PUBLIC LIBRARY**

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**DATED: MARCH 29, 2001**

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RENEWAL CONTRACT  
FOR  
MANAGEMENT CONSULTANT SERVICES  
TO THE  
JERSEY CITY FREE PUBLIC LIBRARY

This contract (the "Contract") is made this twenty-ninth (29<sup>th</sup>) day of March, 2001 for services to be rendered during a two-year term from June 1, 2001 through May 31, 2003, by and between

**LIBRARY SYSTEMS & SERVICES, LLC**, a Maryland limited liability company, having a mailing address at 20250 Century Boulevard, Germantown, Maryland 20874 (hereinafter "LSSI");

-and-

**THE BOARD OF TRUSTEES OF THE JERSEY CITY FREE PUBLIC LIBRARY**, having a mailing address at 472 Jersey Avenue, Jersey City, New Jersey 07302 (hereinafter the "Board of Trustees");

**W I T N E S S E T H:**

WHEREAS, the Board of Trustees, by and through its employees, operates the Free Public Library of the City of Jersey City, established under and governed by the provisions of N.J.S.A. 40:54-1, *et seq.*, including all the branches thereof ("JCFPL"); and

WHEREAS, pursuant to N.J.S.A. 40:54-12, the Board of Trustees is empowered to contract and to generally do all things necessary and proper for the establishment and maintenance of the Free Public Library within the City of Jersey City; and

WHEREAS, the Board of Trustees in order to improve the quality, quantity and effectiveness of free public library services within the City of Jersey City entered into an initial

contract with LSSI to provide specified management consultant services to the JCFPL for a two-year term; and

① WHEREAS, LSSI has consistently and timely met its obligations under the initial contract which expires May 31, 2001 and, as a result, the quality, quantity and effectiveness of free public library services have improved within the City of Jersey City; and

② WHEREAS, the Board of Trustees has determined that free public library services within the City of Jersey City can be further enhanced by contracting with LSSI to provide certain management consulting services (the "Services") in specific areas (the "Specific Areas") upon which the parties have agreed for an additional two-year period; and

③ WHEREAS, nothing in this Contract shall be construed as creating an "alternative work force" for JCFPL; and

WHEREAS, LSSI, under the direction of the Board of Trustees, will manage the JCFPL Civil Service staff and operations subject to the rules and procedures of the New Jersey Department of Personnel and collective bargaining agreements with JCFPL unions, all current and future library employees remaining Civil Service Title 11A N.J.S.A. employees of the JCFPL; and

WHEREAS, during the term of this Contract, the Board of Trustees will, as it did during the initial contract term, retain the sole authority to purchase goods, services, and equipment for the JCFPL in accordance with the requirements of the laws and regulations of the State of New Jersey;

NOW, THEREFORE, in consideration of the mutual obligations and undertakings herein contained, the Board of Trustees and LSSI hereto agree as follows:

Section 1. Incorporation of Preamble. The language of the Preamble of this Contract is hereby incorporated in full in this Section 1 and hereby made a part of this Contract.

Section 2. Independent Contractor. The relationship of LSSI to the Board of Trustees is that of independent contractor and no partnership, joint venture, agency, employment, joint employment or other relationship is intended or to be implied.

Section 3. Operating Manual. Exhibit A is the document that contains, among other things, the description of the Services to be rendered by LSSI, particularized by the Specific Areas in which such Services shall be rendered together with the rationale for such services and guidelines for the manner in which they will be performed; Exhibit A is hereinafter referred to as the "Operating Manual". The Operating Manual is hereby incorporated in full as if set forth in this Section 3 and hereby made a part of this Contract.

Section 4. Personnel and Time Requirement. During the term of this Contract, LSSI shall provide:

- a. LSSI employees or consultants to provide the Services specified in this Contract, including without limitation, <sup>①</sup>experienced MLS library administrators, library automation experts, and experienced library staff trainers, supervised by the LSSI Head of Library Operations who will be based in Jersey City, and by LSSI's President, Frank Pezzanite. Exhibit B to this Contract, attached hereto and made a part hereof, contains the names, titles, and brief resumes of the members of the LSSI team who will be based in Jersey City to render Services under this Contract.
- b. During the term of this Contract, LSSI shall provide not less than twenty three thousand, seven hundred (23, 700) hours of services in accordance with Exhibit C attached hereto.

Section 5. JCFPL System. LSSI's Services will be provided to the JCFPL System. The JCFPL System will include (a) its library premises consisting of the Main Library, four (4) regional branch libraries, seven (7) neighborhood branch libraries and any new or renovated library premises that are acquired to be operated by the Board of Trustees during the term of the Contract; (b) the library programs and services provided by JCFPL, including,

without limitation, the Bookmobile, the Community Awareness Series, the Historical Project, and the Literacy Program; and (c) the JCFPL employees of the Board of Trustees.

Section 6. Day-to-Day Operations. Subject to the provisions of Section 8 of this Contract, LSSI shall provide on behalf of the Board of Trustees the Services required to assure orderly day-to-day operation of the JCFPL System.

Section 7. Additional Specific Areas. In addition to day-to-day operations, LSSI shall provide management consultant services in the following Specific Areas:

- a. Continuing liaison with JCFPL's integrated library automation system (ILAS) software vendor, SIRSI, to meet JCFPL's requirements and continuing training of the JCFPL staff to provide public service through the new ILAS;
- b. Developing and improving public service and support service by the JCFPL staff through in-house and professional training;
- c. Providing a performance planning and review process for each JCFPL staff member during the first year of this Contract; and
- d. Completing the following Special Projects:
  - (1) Continuing to review and assess objectives described in the JCFPL Long Range Service Plan and to achieve those objectives deemed necessary to improve Library service;
  - (2) Updating the JCFPL Technology Plan for the period from 2001 through 2003;
  - (3) Creating JCFPL's Collection Development Plan;
  - (4) Establishing a Marketing Plan;
  - (5) Recruiting a Fundraising Director (who shall be an employee of the JCFPL) and providing necessary support staff to develop and implement a Fundraising Plan;

- (6) Provide planning and supervising support for the construction of any new library premises authorized during the term of the Contract (being understood that this supervision is as project manager and does not imply that LSSI possesses specialized construction or architectural expertise); and
- (7) By September 2001, developing a Library Management Restoration Plan for the JCFPL System, which would include without limitation, a detailed proposed Table of Organization, and detailed job descriptions of all administration titles included in that Table, a proposed timetable for implementation and a projected budget.

Section 8. Primacy of the Board of Trustees. Under this Contract and notwithstanding anything to the contrary herein, the powers and authorities vested in the Board of Trustees under N.J.S.A. 40:54-1, et seq. and the powers and obligations of the Board of Trustees contained in N.J.S.A. 11A:2-1, et seq., N.J.S.A. 4A:1-1, et seq., N.J.S.A. 34:13A-1, et seq. (including any administrative regulations promulgated thereunder) or under any other New Jersey law, to make policy, to maintain authority over the JCFPL, to hire, fire, discipline, terminate, layoff, demote, transfer, assign, reassign, negotiate with and pay the JCFPL workforce remain exclusively in the Board of Trustees.

Section 9. Provision of Support to LSSI. The Board of Trustees shall make available to LSSI, without charge, for use by LSSI, office space, facilities, equipment, supplies, records, files and data used or useful in the operation of the JCFPL System that is subject to the possession, custody and control of the Board of Trustees.

Section 10. Insurance; Indemnification; Subrogation. Obligations and rights of the Board of Trustees and LSSI (hereinafter collectively, "the parties," and each individually as "the party") in terms of insurance, indemnification and waiver of subrogation follow:

- a. During the term of this Contract, LSSI shall maintain in force at its own expense

comprehensive general liability insurance coverage of at least one million (\$1,000,000.00) dollars combined single limit. LSSI shall name the Board of Trustees, its agents, servants and employees as additional insureds under this insurance policy.

- b. LSSI shall defend, indemnify and hold the Board of Trustees harmless from and against any loss, amount paid in settlement, cost or expense (including reasonable attorneys' fees) arising out of injury or death of any person (except losses covered by worker compensation insurance), or loss or damage of any property caused by the negligent or willful act of LSSI or its employees or agents in performance of this Contract. Nothing herein shall preclude the Board of Trustees from refusing such defense and indemnification.
- c. The Board of Trustees will defend any judicial proceeding challenging the validity of the Contract under any federal statute or statute of the State of New Jersey or any common law. Such defense, but only if it may be maintained by common counsel (due to and in the continuing absence of conflict), shall be on behalf of all parties to the Contract and shall be at the sole cost and expense of the Board of Trustees. In addition, the Board of Trustees will defend LSSI against any judicial proceeding arising directly or indirectly out of any action taken by the Board of Trustees in the management of the JCFPL, including, but not limited, to discipline, demotion, or discharge of any employee of the JCFPL, provided that selection of counsel to represent LSSI shall be within the sole discretion of the Board of Trustees and provided further that any claims over that the Board of Trustees may have under this contract against LSSI shall not be prejudiced. Nothing herein shall preclude LSSI from refusing any defense to which it has a right hereunder. The Board of Trustees will not indemnify, defend or hold harmless LSSI, against or arising out of any act or omission, of LSSI, its employees, agents and/or servants, if same is contrary to the terms and conditions of the within agreement, the By Laws of the Free Public Library, of laws of the State of New Jersey. In that instance, LSSI, shall have the

right and obligation to secure counsel of its own choosing to defend its interests at its own cost.

Section 11. Term and Termination; Survival of Provisions. Provisions regarding the term and termination of this Contract follow:

- a. This Contract takes effect on June 1, 2001 (Effective Date), and continues in force until May 31, 2003, unless sooner terminated in accordance with this Section 11.
- b. The parties recognize that the ability of the Board of Trustees to make payments to LSSI as required hereunder is subject to the continuing availability and appropriation of funds to the Board of Trustees by the Municipal Council of the City of Jersey City (the "Municipal Council"). If, at any time during the term of this Contract, the Board of Trustees is precluded from making payment because of the failure of the Municipal Council to appropriate and to make requisite funds available to the Board of Trustees, then, in such circumstance(s), LSSI may terminate this contract without liability and the Board of Trustees shall not be deemed in breach of this Contract and shall not be liable to LSSI for damages of any kind.
- c. The Board of Trustees may terminate this Contract at any time without cause by giving LSSI one hundred and eighty (180) days written notice of termination.
- d. LSSI may terminate this Contract at any time, with or without cause, by giving the Board of Trustees one hundred and eighty (180) days written notice of termination.
- e. The Board of Trustees, without further liability, may terminate this Contract as a consequence of a material default by LSSI if LSSI fails to correct such default within forty-five (45) days after receiving written notice from the Board of Trustees specifying such default. Recognizing that the Board of Trustees is a public body and further recognizing that the breadth and nature of the Services to be performed under this Contract by LSSI defy that definition applicable to activities set forth in those



agreements subject to the public bidding process, the Board of Trustees may treat as a material default the failure to perform any of the Services required of LSSI under the Contract, its exercise of such right being invested with a rebuttable presumption of correctness. By way of example, but not in limitation, the refusal or the inability (as a consequence of death or disability) of member of the LSSI team, named in Section 4(a) of this Contract or Exhibit B to this Contract, to perform his or her services required hereunder shall constitute a material default.

- f. LSSI, without further liability, may terminate this Contract as a consequence of a material default by the Board of Trustees, if the Board of Trustees fails to correct such default within forty-five (45) days after receiving written notice from LSSI specifying such default.
- g. The provisions of Sections 10, 13 and 14 shall survive any termination or expiration of this Contract. In the case of any termination of this Contract, the Board of Trustees' obligation to pay in accordance with Section 12 of this Contract shall be prorated to the effective date of termination and shall be subject to the fulfillment by LSSI of its Section 12 reporting and invoicing obligations for the period ending on the date of termination.

Section 12. Fees; Invoices; Reports; Payments. Subject to the requirements set forth in Section 12(b),(c) and (d), LSSI shall be paid the following fees for and in consideration of the Services provided under this Contract:

- a. *Base Fees*
  - (1) Year 1 – Commencing June 1, 2001 - \$660,000  
[payable in twelve (12 ) equal installments of \$55,000]
  - (2) Year 2 – Commencing June 1, 2002 - \$660,000  
[payable in twelve (12) equal installments of \$55,000]
- b. *Incentive Fees*
  - (1) Year 1 – Commencing June 1, 2001 up to a maximum of \$125,500

[payable according to the fee schedule described in Exhibit A]

(2) Year 2 – Commencing June 1, 2001 up to a maximum of \$137,500

[payable according to the fee schedule described in Exhibit A]

- c. *Invoices* – LSSI shall issue its monthly invoice to the Board of Trustees together with its monthly report.
- d. *Reports* – LSSI shall <sup>①</sup> deliver a written monthly report to the Board of Trustees with its monthly invoice, containing an accounting of the hours of Services provided under the Contract, including the names of the persons performing the Services, the nature and type of the Services rendered identified by Specific Areas, and the number of hours rendered by each such person. <sup>②</sup> Throughout the term of the Contract, LSSI shall provide written monthly progress reports at meetings of the Board of Trustees and <sup>③</sup> will report orally on particular Services as requested by the Board of Trustees.
- e. *Payment* – The Board of Trustees shall appoint one or more JCFPL administrative employees as Contract Monitor(s) to review the report and Invoice in terms of LSSI's obligations under the Operating Manual. No later than ten (10) days after the receipt of this report by the Contract Monitor(s), the Contract Monitor(s) will inform the Board President of their approval of the report. In the event the Contract Monitor(s) have questions about the report, LSSI will supply sufficient additional information to enable the Contract Monitor(s) to approve the report. LSSI's invoice will be paid no later than ten (10) days after the Contract Monitor(s) approve the report.

Section 13. Information; Intellectual Property; LSSI Employees. The following provisions contain the parties' specific agreements regarding information, intellectual property and LSSI's employees.

- a. *Information* – In the performance of this Contract, LSSI may be exposed to information regarding the identity of JCFPL patrons, and the Board of Trustees may be exposed to information regarding LSSI's proprietary library management

techniques and either party may be exposed to other information designated in writing by the disclosing party as confidential (collectively, "Confidential Information"). Each party, subject to the mandates of New Jersey Law, 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 only to employees having a need to know in connection with performance of this Contract and who are informed of the contents of this provision prior to disclosure. This provision shall survive termination or expiration of this Contract, and on such termination or expiration, each party shall return all Confidential Information, including all copies, to the owner and, if requested, shall certify in writing that all such Confidential 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. *Intellectual Property* – Nothing in this Contract confers any license or right to use any trademark, service mark, copyright or other intellectual property right, whether now owned or hereafter developed, of the other party.
- c. *LSSI Employees* – The Board of Trustees shall not actively solicit to hire any employee of LSSI during the term of this Contract or for a period of six (6) months after termination or expiration of this Contract, unless such employee previously was an employee of the Board of Trustees.

Section 14. Additional Agreements. The parties hereby agree to each of the following additional provisions related to this Contract.

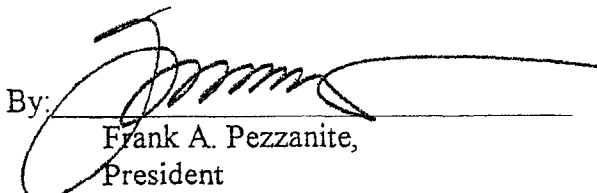
- a. *Assignment* – Neither party may assign or delegate its obligations under this Contract without the prior written consent of the other party.

- b. *Act of God* – Neither the Board of Trustees nor LSSI shall be liable for any failure or delay in performance of this Contract due to causes beyond such party's control, including but not limited to, strike, slowdown or other job action; war or civil disturbance; weather emergency or general failure of any necessary supply, service or utility.
- c. *Legal Capacity* – The Board of Trustees and LSSI each represents that it has all necessary legal authority to enter into this Contract and that the person executing this Contract on its behalf is legally authorized to do so.
- d. *Notices* – Notices required or permitted under this Contract shall be deemed given the fifth (5<sup>th</sup>) day after the deposit in First Class mail or the third (3<sup>rd</sup>) day after deposit with a recognized overnight courier, if addressed to the parties' respective addresses shown on the first (1<sup>st</sup>) page of this Contract and, if to LSSI, addressed to Frank Pezzanite, President or, if to the Board of Trustees, addressed to the President of the Board of Trustees.
- e. *Governing Law* – This Contract shall be governed by, and construed in accordance with, the laws of the State of New Jersey.
- f. *Severability* – If any provision of this Contract is conclusively determined to be illegal, invalid or unenforceable, then such provision shall be severed and, if not material hereunder, then the remaining provisions of this Contract shall be so construed as to carry out, as nearly as legally permitted, the intentions of the parties.
- g. *Complete Agreement; Waiver; Modification* – This Contract contains the complete agreement of the parties on the subject matter hereof and supercedes all prior statements and agreements on this subject matter. No failure or delay by either party in enforcing any provision of this Contract shall operate as a waiver. This Contract may be modified or waived only in writing signed by an authorized agent of the party against whom such waiver or modification is sought to be enforced.

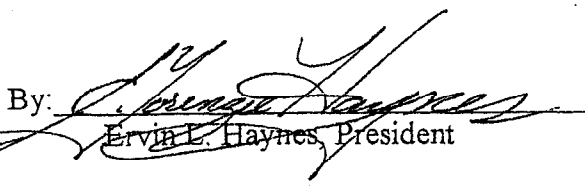
- h. *Limitation on LSSI's Liability* – In no event shall LSSI be liable for any damages, losses, costs or expenses in an action for breach of contract (except for matters described in Section 10 hereof) in excess of an amount equal to the lesser of (1) actual damages suffered by the Board of Trustees or (2) the amount of monies earned by LSSI to the date of the breach of contract.

INTENDING TO BE LEGALLY BOUND, the parties have caused this Contract to be executed by their duly authorized representatives on the above written day, month and year.

LIBRARY SYSTEMS & SERVICES, LLC

By:   
Frank A. Pezzanite,  
President

THE BOARD OF TRUSTEES OF THE  
JERSEY CITY FREE PUBLIC LIBRARY

By:   
Ervin L. Haynes, President

## Exhibit A Operating Manual

### Overview

In the last year and a half, the Board of Trustees and LSSI have made great strides in creating the internal infrastructure necessary to enhance library service, e.g. automation. Now, the focus moves externally, to creating and nurturing a positive presence of the JCFPL System in the community as summarized in the JCFPL Mission Statement. As part of this effort, the Board has created a contract with LSSI's compensation comprised of a base fee and several incentive fees. It is the Board's intention that by providing incentive fees directly related to specific tasks and responsibilities the Board will ensure that LSSI, the JCFPL staff, as well as the public, understand the Board's priorities for the next two years.

The base fee will be paid to LSSI to continue managing the day-to-day operations of the JCFPL as it has been doing during the current contract. This management role is also described in this new Contract and below as part of the new Operating Manual. In addition, incentive payments have been created that identify five additional specific areas of responsibility. These priorities are, in order of importance: <sup>1</sup>staff development and training, <sup>2</sup>library foundation and fund-raising, <sup>3</sup>management restoration plan, <sup>4</sup>marketing plan and implementation, and <sup>5</sup>revenue enhancement.

### **(I) MANAGEMENT CONSULTING SERVICES TO BE PROVIDED TO BE PROVIDED TO EARN BASE FEE (DAY-TO-DAY OPERATIONS)**

#### **A) On-Site Management Services**

LSSI's Head of Library Operations ("HLO") will serve as LSSI's JCFPL operations manager, reporting to the Board of Trustees and will be responsible for all day-to-day operations of the System.

The goal of the HLO will be to insure that the business of the library is conducted in a professional manner and excellent public service is delivered to the citizens of Jersey City as outlined herein and in accordance with the policies and practices of the Board of Trustees.

The responsibilities of the HLO will be, without limitation, the following:

- 1) to delegate, coordinate, and implement recommendations made by the Board of Trustees.
- 2) to participate in the execution of the Jersey City Free Public Library's long range Service Plan
- 3) to report to the Board of Trustees orally and in writing on the progress of work performed by LSSI under this contract and provide the Board of Trustees with a monthly accounting of the hours of management consulting services provided under this contract including the names of the persons performing the services, the nature and type of the services rendered, and the hours spent by each person.
- 4) to serve on all Library Board committees (or name a designate to serve), in order to ensure that committees operate effectively and to remain informed about all system-wide activities.
- 5) to regularly brief the president of the Library Board of Trustees.
- 6) to direct and guide the library staff as they continue to prepare annual action plans that will provide for the successful implementation of the JCFPL's long-range service plan, as well as delivering information, collections, and programs to adults and children of all ages.
- 7) to inform the Board of Trustees of personnel issues and will make recommendations to the Board of Trustees as to the best course of action.
- 8) to monitor the public's response to the library, staying attuned to the needs of the public, and identify appropriate plans of action.
- 9) to promote the library to the public and enable the community to become fully aware of all services available to them.
- 10) to continue to work closely with the Automation Team to implement the Technology Plan and to support the training needs of staff in the area of technology.

## B) Other Tasks

The HLO will have responsibilities in two broad areas of service: Direct Public Service and Support Services. The HLO will have overall responsibility for the areas of Planning, Communication, Information Services, Collection, Programming, Facilities, Marketing, Personnel, and Fund Raising; some of these areas will involve direct public service responsibilities.

### 1. Data collection and reporting

As a valuable benefit of automation, comprehensive and credible data regarding operations of the JCFPL System are now becoming available. The Board is committed to using these new data as vital tools in guiding the System's direction. As part of this contract, LSSI will collect, aggregate, trend, and report these data to the Board in writing

monthly. The exact data to be collected will be determined by a Library Performance Measurement Committee comprised of Trustees, LSSI representatives, and JCFPL staff. The broad categories of data that will be measured are in the areas of Direct Public Service Responsibilities and Support Service Responsibilities as described below.

*Direct Public Service Responsibilities* -- the areas of Information, Collections, Programming/Outreach, and Technology are essential to the operations of the public library. The needs of both children and adults will be addressed by LSSI when designing programs for these areas. As we enter into the second contract period, LSSI has successfully developed and positioned staff to implement performance measurement objectives.

The following are examples of activities and related performance measurements that may be included in the monthly reports.

*Programming/ Outreach --*

- Number of programs offered
- Program attendance
- Number of community outreach efforts
- Summer Reading Program attendance (annual measurement)
- Earning by Learning Program participation (annual measurement)
- Number of class visits to libraries (students participating)
- Number of visits to schools (students contacted)
- Report on the programming component of the long range service plan
- Present and report on the progress of the quarterly programming calendar

*Usage/Community Impact --*

- Total circulation, including ILL
- New registrations
- Registration renewals

*Collections --*

- Percentage of selection by type (fiction, non-fiction, adult, juvenile)
- Percentage of selection by medium (print, video, audio, electronic data bases)
- Report on the progress of training staff in collection development and merchandising techniques (see training and staff development)

*Technology --*

- Retrospective Conversion (divided into levels of difficulty)
- Measure web page usage
- Measure electronic data base usage



*Support Service Responsibilities* -- the smooth coordination of facilities, equipment, materials, and personnel is required for the seamless day-to-day operation of the library. LSSI will work closely with department heads to develop and refine service responses and remain focused on the mission of the library.

The following are examples of activities and related performance measurements that may be included in the monthly reports.

*Operational*

Shelving turnaround time

Shelving accuracy testing

Shelf reading accuracy

Use of overtime

Materials system-wide budget expenditure by department and unit; and year-to-date

*Personnel*

Oversee and monitor the Performance Planning and Review Process

2. Planning

The ability to set planning goals and meet planning objectives is necessary to stay on course and achieve results. In order to meet these planning objectives, LSSI's management team will compile the following documentation:

Staff Development Plan

Action Plans as needed for specific special library projects

Recommendations to the Library Board on the current Technology Plan

3. Automation

LSSI has successfully automated the Jersey City Free Public Library. The implementation of the new automated system provides the cornerstone for all library operations and allows library administration to statistically monitor performance objectives. LSSI management staff will:

Oversee the retrospective conversion of the collection

Systematically adjust print and electronic collections according to identified patterns of use

Recommend automated security systems for all library locations

Write and revise circulation handbooks as needed

Review, refine, organize, and improve the library's Web Pages to meet changing community needs

Review the JCFPL Technology Plan 1998-2000 and make recommendations for any revisions and/or extensions to the plan.

Review all automation efforts undertaken by JCFPL to date

Review the most recent SIRSI software releases

Review the Network design and implementation

Review and select vendors for system software relative to today's offerings

Review computer furniture needs for staff and public to provide an ergonomic environment.

#### 4. Communication

An important aspect of communication is conveying a vision of public library service to the public, staff, Board of Trustees, and elected officials. LSSI's management team will continue to refine inter-staff communication. Regularly scheduled meetings with supervisory staff will provide an opportunity for sharing ideas, making assignments, developing action plans, compiling staff handbooks, and implementing the recommendations formulated from the Telephone Survey. Effective communication with elected officials, Board of Trustee members, other City department heads and support staff will be essential. LSSI's management team will:

Actively engage in effective communication

Develop Staff Handbook and/or Policy Manual

Establish a smooth delivery system between branches and within the main library

Report monthly to the Board of Trustees on the progress of the management consultant services being performed under this contract

#### 5. Information Services

The automation of the library will be crucial to the improvement of Jersey City Free Public Library. The recommendations of the Automation Team to the Board of Trustees will be integrated by LSSI into the daily operation of the library and will become a major focus of staff training plans. LSSI's team will:

Implement recommendations from the Telephone Survey

Market the services of the library to the public

Incorporate technology into the delivery of information services

#### 6. Collection

LSSI will apply the experience of its team of experts to create a Collection Development Plan that addresses the diverse needs of the JCFPL System. LSSI will:

- Systematically adjust print and electronic collections according to identified patterns of use
- Implement approved recommendations from the Telephone Survey
- Ensure that collections reflect the needs of patrons
- Merchandise the collections to encourage patron usage
- Train staff in collection development
- Incorporate community suggestions into selection decisions

### 7. Programming

One of the most useful tools available to a skilled library administrator to generate teamwork and momentum among the staff, and library use and recognition from the community, is programming. LSSI will utilize this tool in all areas of staff development and library promotion to the citizens of Jersey City. LSSI's management team will:

- Implement the programming component of the long range service plan
- Implement recommendations from the Telephone Survey and regularly scheduled branch visits
- Develop a monthly, quarterly, and annual programming calendar
- Present a variety of programs focusing on technology
- Develop programs meeting the diverse needs of Jersey City's population

### 8. Facilities

All activities involving building planning, maintenance, delivery, and security will be coordinated and organized to meet the needs of the public, staff, and other interested parties with a connection to the library. Recommendations will be made to the Board of Trustees to address problems associated with the aging of the library buildings, as well as other problems identified in the Telephone Survey. LSSI's management team will:

- Coordinate the activities of the maintenance staff, delivery staff, and security
- Conduct library walk-through inspections
- Oversee the successful completion of all building improvements
- Make recommendations to the Board to improve the conditions of the buildings
- Provide clean and secure buildings for the public and staff
- Prepare a Building Program for each library facility and the system as a whole, including concept, design, and implementation phases
- Prepare a Capital Improvement Plan recommending sizes and services to be offered in

each facility to match the needs of the specific community, and the best sites for each facility

Prepare a detailed Maintenance Plan for each library facility to schedule routine aesthetic and structural review, repair, and enhancement

## 9. Personnel

The role of LSSI's HLO will be to provide strong leadership on behalf of the Board of Trustees for the JCFPL staff, following the lines of authority outlined in Exhibit B. In conjunction with the Assistant Directors, Department Heads, Branch Managers, and Coordinators, the HLO will oversee the process of performance evaluations, comply with Civil Service rules, and respond to union grievances in a timely fashion, following the grievance procedures described in the JCFPL Labor Agreements. The approved individual staff Action Plans will serve as a guideline for monitoring performance and insuring that staff members receive the necessary training to perform their jobs. The development of skills in the areas of technology and electronic resources will be addressed by LSSI as part of the Technology Plan. LSSI's management team will:

- Provide strong leadership in directing the activities of staff
- Oversee the process of performance evaluations
- Assist with the recruitment of highly qualified professional librarians
- Address all personnel issues in a timely manner
- Review and monitor procedures for updating personnel files
- Design an effective staff training model
- Promote staff development to enable staff to keep informed of changes in the delivery of library services
- Sharpen staff skills with computers, electronic reference, and other technological library changes

In addition, LSSI will continue to provide skills development for library staff and administrators, so that the administrators and employees will be better positioned to provide top-notch library services to the people of Jersey City. LSSI's management team will:

- Insure the implementation of the Performance Planning and Review Process
- Implement recommendations from the Telephone Survey
- Market the services of the library to the public
- Incorporate technology into the delivery of information services

## 10. Labor/Management Relations

LSSI will serve as the agent of the Board of Trustees for the implementation and development of the Board's agreements with the collective bargaining units. If requested by the Board of Trustees, LSSI will work directly with the designated representatives of the collective bargaining units. LSSI will process grievances in accordance with the grievance procedures described in the JCFPL labor agreements and otherwise confer and meet with collective bargaining unit representatives to ensure that the terms of the labor agreements are met. They will perform this function only after union contracts have been successfully negotiated and signed.

## **(II) ADDITIONAL SPECIFIC AREAS WITH ASSOCIATED INCENTIVE FEES**

### **A. Staff Development and Training - maximum earnable fee: \$60,000 per year**

1. *Performance Review Process* – LSSI will design and develop a Personnel Performance Review Process for all employees that incorporates: (a) quantifiable individual performance measurements that directly correlate to the overall goals of the Library system; and (b) a continual personal improvement process that follows a closed-loop annual cycle.

#### Annual Performance Review Cycle

- 1) Initial Review/Annual Review: Supervisor meets with employee, discusses written evaluation of the employee's strengths and areas for improvement. Supervisor and employee then generate a personal development program for the employee (including a training component).
- 2) Six-month Follow-up: Supervisor meets with the employee, discusses written follow-up evaluation of the employee's progress on their personal development program.
- 3) Annual Review: As above, supervisor meets with the employee, discusses written evaluation of the employee's strengths and areas for improvement within the context of the prior year's review and personal development program.

Incentive Fee Schedule - up to a maximum of \$45,000 per year

1. Upon delivery of Performance Review Process, to be updated annually (action plan, schedule, etc.) \$5,000
2. After all employees have had their initial review \$15,000
3. After all employees have had their six-month follow-up \$25,000

2) *Staff Training* -- LSSI will provide staff training as determined by (a) employee personal development plans; and (b) a system-wide need identified by LSSI's HLO. Training will emphasize computer competency and customer service.

It is the Board's intention that training be an ongoing, regular activity that spans across the calendar year. There will be a total of 1200 hours of training each contract year. Recognizing differing needs among employees, these training hours are not meant to be spread evenly among staff. The number of training hours afforded an employee should match that employee's particular needs. Training shall consist of a formal agenda that describes the training content, a short exit evaluation completed by the employee, and a formal follow-up quality test to determine effectiveness of the training. Evaluations, numbers of hours in training, scores on follow-up quality tests, and other data will be collected, trended, and presented to the Board monthly.

**Incentive Fee Schedule - up to a maximum of \$15,000 per year**

1. Upon delivery of the Staff Training Program  
(action plan, schedule, etc.) \$1,500
2. After employees have had 400 training hours and related data have been reported \$1,500
3. After employees have had 800 training hours and related data have been reported \$6,000
4. After employees have had 1200 training hours and related data have been reported \$6,000

**B. Foundation Development - maximum earnable fee: \$25,000 per year**

LSSI will create and implement a Library Foundation which will (1) work to improve the Library's outreach to the Jersey City community including the Mayor, the City Council, the New Jersey State Library, the New Jersey Library Association, local civic and trade groups, and various media organizations; and (2) organize and oversee an annual viable fund-raising campaign.

**Incentive Fee Schedule**

**Contract Year One:**

1. after recruiting a Foundation Director (who shall be an employee of the JCFPL) and other support personnel \$7,500
2. after the foundation is formed \$5,000
3. after coordinating, developing, and maintaining Foundation membership, etc., payable at the end of the year: \$5,000
4. after presenting the annual fund-raising campaign \$1,000
5. after implementing the annual fund-raising campaign (after the annual fund-raising event) \$6,500

**Contract Year Two:**

1. for continuing to grow Foundation membership, for maintaining the foundation, the Foundation Director, other support personnel \$10,000 payable at the end of the year
2. after presenting the annual fund-raising campaign \$1,000
3. after implementing the annual fund-raising campaign (after the annual fund-raising event) \$14,000

**C. Management Restoration Plan - maximum earnable fee: \$25,000 per year**

The Board of Trustees needs to have a plan in place specifying how the JCFPL staff will provide the management services needed to operate the JCFPL System. The Board of Trustees recognizes that components of the plan will change as the Library progresses through various improvements, e.g. automation; and the Board will therefore require annual updates to the plan. LSSI will provide this Management Restoration Plan to the Board annually.

**Incentive Fee Schedule**

1. In year one, after delivering initial plan, approved by the Contract Monitors no later than August 15, 2001 \$1,000
2. In year one, after the plan is accepted by the Board of Trustees, no later than November 1, 2001 \$9,000
3. In year one, after implementing the plan \$15,000
4. In year two, after delivering an updated plan, approved by the Contract Monitors no later than August 15, 2002 \$1,000
5. In year two, after the updated plan is accepted by the Board of Trustees, no later than November 1, 2002 \$9,000
6. In year two, after implementing the plan \$15,000

**D. Marketing - maximum earnable fee: \$25,000 per year**

As part of the new external focus, the Board desires a concerted, comprehensive marketing campaign. LSSI will provide management and oversight to this campaign, including the supervision of the creation of the marketing plan and its execution. LSSI will report monthly on the progress of the campaign, e.g. how many billboards were rented, how many advertisements were taken, etc. The marketing plan shall be presented to the Board of Trustees within one month.

**Incentive Fee Schedule**

1. After each report on the campaign, equal monthly payments for a total of \$25,000

annually

**E. Revenue Enhancements - maximum earnable fee: \$15,000 plus 20% of fines collected**

LSSI will work to bring smart cards, debit cards, and other revenue enhancements to the Library system, with a focus on greatly increasing the collection of fines. In addition, LSSI will identify opportunities for improvements in efficiency and operations.

1. Annually, after delivering a plan for revenue enhancement and improving operational efficiency: \$1,500
2. Annually, after implementing the plan: \$13,500
3. At the end of each month: 20% of the total fines collected



Exhibit B  
LSSI Team



## LSSI Team

During the term of this agreement, LSSI will assign several highly talented and experienced individuals to collectively provide twenty-two thousand, two hundred and sixty (22,260) hours of on-site management and fourteen hundred and forty (1,440) hours of off-site consultant services. LSSI shall provide staff to fill the positions listed below. It is understood that the people LSSI has assigned to these positions may change during the term of this contract.

### On-site Staff:

- Head of Operations: Fran Ware. Ms. Ware has an M.L.S degree from Atlanta University and more than 25 years of progressively more responsible library experience in the areas of project management, public library administration, staff supervision and development, public services, and outreach programs. Ms. Ware will be LSSI's on-site manager and responsible for all day-to-day operations.
- Assistant Head of Operations: Gregory S. Pringle. Mr. Pringle has an M.L.S. degree from the University of Wisconsin-Madison, where he was the *Outstanding Student of the Year* in 1995. Prior to joining LSSI, Mr. Pringle worked for the San Antonio Public Library where he held several progressively more responsible positions in the areas of reference and media services. Mr. Pringle will assist the Head of Operations in the management of day-to-day operations, with particular focus on programming and community outreach.
- Automation Coordinator: Victor J. Enriquez. Mr. Enriquez has a degree in Computer Information Systems from Mercy College. Prior to joining LSSI, he was the Library Automation and Technical Services Specialist for Mercy College. Mr. Enriquez will be responsible for managing and maintaining the JCFPL automated systems and technology initiatives.
- Manager of Materials Management: New Hire. This person will be responsible for managing Technical Services to insure the orderly and timely cataloging and processing of all new materials. He/she will also be assigned to oversee special projects in the areas of materials utilization and revenue generation.
- Manager of Staff Development: New Hire. This person will be responsible for coordination all training and on-going development of the JCFPL staff.
- Fundraising Consultant: New Hire. This person will assist the JCFPL Director of Fundraising in the establishment of a foundation for JCFPL and in the coordination and promotion of all fundraising activities.

- Administrative Assistant: Lisa Kee. Ms. Kee will be responsible for providing administrative support to the LSSI on-site staff.

**Off-site Staff:**

- Contract Manager: Frank A. Pezzanite, President of LSSI. Mr. Pezzanite has more than 30 years of experience in corporate and project management, and in the management of systems development projects for libraries. He will be directly responsible to the overall coordination and implementation of the contract.
- Operational Support: Judy C. M. Pezzanite, Vice President of Operations for LSSI. Ms. Pezzanite has an M.L.S. degree from the University of Maryland. She has over 25 years of successful experience in library project management. LSSI's Head of Operations will report directly to Ms. Pezzanite, who will provide on going managerial support and guidance for all operational issues pertaining to this contract.



