

CONTRACT FOR
LIBRARY MANAGEMENT SERVICES
OF THE FARGO PUBLIC LIBRARY

This Contract ("Contract") is made this 29th day of December, 2000 between:

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

FARGO PUBLIC LIBRARY BOARD OF DIRECTORS, having a mailing address at 200 3rd Street North, Fargo, ND 58107("Board of Directors").

WHEREAS, the Board of Directors, by and through its employees, operates the Fargo Public Library ("FPL"); and

WHEREAS the Board of Directors is empowered to contract and to generally do all things necessary and proper for the establishment and maintenance of the FPL within the City of Fargo; and

WHEREAS, the Board of Directors, wishes to improve the quality, quantity and effectiveness of free public library services within the City of Fargo; and

WHEREAS, entry into this Contract with LSSI will enhance the delivery of free public library services within the City of Fargo;

WHEREAS, the Board of Directors intends to protect the retirement, health, vacation, sick leave, terminal leave, prescription plan and other portions of the salary and benefits package of existing FPL employees, (collectively "Library Workforce");

WHEREAS, the Board of Directors desires to enter into this Contract with LSSI for the management and operation of the FPL.

Now, therefore, the parties agree as follows:

1. *Services and Warranty.* (a) *Services.* During the Term of this Contract, LSSI will provide the following services (collectively, "Services") in connection with those specific tasks shown on the Board Priorities and Performance Expectations and 2001 Operating Budget attached as Schedule A:

(i) *Administrative Services.* LSSI will administer the FPL operations shown on Schedules A and B, including administering, accounting for, and paying those third-party vendors and suppliers, those payroll expenditures, and provision of insurance (which may include the Casualty Insurance described in Section 5c below), utilities, supplies,

goods and services, specifically described on Schedules A and B; provided, however, that in no case shall LSSI be responsible for the payment of any FPL liabilities that occurred prior to the Effective Date of this Contract and in no case shall LSSI's obligation to make payments exceed the aggregate contract amount received by LSSI hereunder.

(ii) *Management Services.* LSSI will provide an on-site MLS-degreed and qualified Library Director/Project Manager that has the background and expertise to fulfill the expectations outlined in Schedule A. The Library Director/Project Manager hired by LSSI shall be assigned to the project at the discretion of the Board of Directors and shall be subject to evaluation and review under existing library policies and procedures. If the Library Director/Project Manager does not meet the Board's expectations as outlined in Schedule A, LSSI will remove the Library Director/Project Manager and provide interim management services while searching for a permanent replacement. The Library Director/Project Manager is responsible for all management and supervision, including hiring, firing, assignment, reassignment and discipline of the LSSI Workforce defined below. To the fullest extent permitted by law, LSSI will provide, through its Library Director/Project Manager, all management and supervision, including the hiring, firing, assignment, reassignment and discipline, of the Library Workforce. It is understood that the current Library Workforce are employees of the City of Fargo and that all personnel decisions must adhere to the City of Fargo Personnel Policies. It is further understood that current Library Workforce consists of civil service employees and accordingly, all discipline must conform to City of Fargo Civil Service regulations and City Personnel policies. If the Library Director/Project Manager does not meet the Board's expectations as outlined in Schedule A, LSSI will remove the Project Director and provide interim management services while searching for a permanent replacement.

(iii) *LSSI Workforce.* LSSI shall provide, by and through its own employees or independent contractors ("LSSI Workforce"), any labor LSSI deems necessary for the operation of the FPL as specifically described on Schedules A and B, other than the Library Workforce. No additional charge over the Operating Budget allocation listed in Schedule A/B may be made for LSSI Workforce.

(iv) *Excluded Services.* Notwithstanding the foregoing, LSSI shall have no responsibility for administration or payment of, or any liability or duty to defend claims for: (A) any goods or services, including payroll, that were rendered to FPL prior to the effective date of this contract; (B) unfair labor practices, grievances, or any litigation whatsoever arising out of the hiring and/or firing, layoff, subcontracting, assignment, reassignment or discipline of the Library Workforce but not LSSI Workforce described in subparagraph (iii) above provided that such claims have not resulted from negligence or wrongful acts of LSSI under federal, state, or municipal law or City of Fargo personnel policies; (C) any Capital Items and any costs of maintenance and upkeep of equipment, properties and facilities; and (D) any increases in the cost of insurance, utilities, rent, fuel, Library Workforce payroll, and any state or federal tariff items over the rate for such items prevailing as of the date of execution of this Contract. Further, LSSI's responsibility and liability with respect to the payroll of the Library Workforce shall be limited to timely refunding to the City of Fargo, out of the proceeds received by LSSI under this contract, the regular wages, payroll taxes, health, vacation and sick leave (other than terminal leave) of the

Library Workforce to be paid through the City of Fargo's established payroll accounts and systems; and further limited to an amount that, when added to amounts paid under Section 1(a)(i) above, will not exceed the aggregate contract amount received by LSSI hereunder. The City of Fargo shall be solely responsible for remitting all payroll amounts so funded by LSSI, together with those additional amounts for which LSSI is not responsible, to the Library Workforce. Notwithstanding any other provisions of this Agreement, LSSI shall have no responsibility for any worker's compensation claims from any Library Workforce employee, and such claims shall be handled outside of the charges listed in FPL annual operating budget ("Operating Budget") as shown in Schedules A/B.

(v) *Capital Items.* Capital Items means all capital acquisitions, improvements and replacements of the Library in excess of \$1,000 (one thousand dollars) per item.

(vi) *Positions.* LSSI's responsibilities under Section 1 (a)(ii) above are limited to the Library Workforce positions, which exist at the Library as of the date hereof, and not any additional positions. The Board of Directors agrees not to increase the number of employees in existing positions or add positions to the Library Workforce after January 1, 2001 and during the term of this Contract. LSSI shall have the sole and absolute right to hire LSSI employees to perform work under this Contract.

(b) *Warranty on Services.* LSSI warrants that it will perform the Services with at least the care, diligence and expertise generally accepted in the library service industry.

(c) *Provision of Goods.* LSSI may purchase goods for use in the management and operation of the FPL under this Contract. LSSI may select sources of goods, which may include affiliates of LSSI, at LSSI's discretion. Transactions with LSSI affiliates must be reasonable and conducted at arms length. Title to items purchased by LSSI out of the proceeds received by LSSI under this Contract that are used directly in the day-to-day operations of FPL shall at all times reside in the Board of Directors. LSSI agrees not to sell, transfer or remove any such items during the term of this Contract. Title to all other items purchased by LSSI out of the proceeds received by LSSI under this Contract shall at all times reside in LSSI. Whenever LSSI furnishes any goods to Board of Directors, whether during the term of this Contract or upon its termination, LSSI will use its good faith efforts to assign, to the Board of Directors, without recourse, the manufacturer's warranty, if any. **LSSI makes no other warranties, express or implied, including warranties of merchantability or fitness for particular purpose.**

2. *Board of Directors' Obligations.* (a) *Facilities, etc.* Board of Directors shall make available to LSSI without charge, solely for LSSI's use in performing the Services, all properties, facilities, equipment, collections, supplies, records, files and data used or useful in the operation of the FPL that is in the Board of Directors' possession, custody or control as of the date hereof.

(b) *Indemnification.* To the fullest extent allowed by law, Board of Directors shall defend, indemnify, and hold LSSI, its employees, officers, directors, members and agents harmless from and against any and all charges, suits, claims, demands, disputes, costs, losses and expenses (including reasonable attorney fees and disbursements except that the

Board of Directors shall have the absolute right to assign or retain counsel to defend LSSI) that may be incurred by or accrued against LSSI arising out of or relating to (i) any retirement, pension or 403(b) plan benefits for the Library Workforce; (ii) unfair labor practices, grievances, or any litigation whatsoever arising out of the hiring, firing, layoff, subcontracting, assignment, reassignment or discipline or any employment action whatever relating to the Library Workforce; (iii) any matter of any kind whatsoever arising or accruing before execution of this Contract, except for those matters described in section 5(b) and except for LSSI's actual bad faith. Bad faith shall include, but not be limited to, a failure of LSSI to follow federal, state, or local laws, ordinances, or City Personnel Policies.

(c) *Powers.* Under this Contract, and notwithstanding anything to the contrary herein, the powers and authorities vested in the Board of Directors under any North Dakota law, to make policy, to maintain authority over the FPL, to contract, to exercise essential Board of Director powers, and to hire (except as provided in the second sentence of section 1 (a) (vi) above), fire, discipline, terminate, layoff, demote, transfer, assign, reassign, negotiate with and pay the Library Workforce remains exclusively in the Board of Directors and the City of Fargo.

3. Term and Termination. (a) *Term.* This Contract takes effect on January 1, 2001 ("Effective Date"), and continues in force until December 31, 2002, unless sooner terminated in accordance with this Section 3. This contract shall be subject to the availability and the appropriation of funds to the Board of Directors by the Fargo City Commission, it being understood that the Board of Directors shall use its best efforts to ensure such availability and appropriation.

(b) *Termination for Convenience.* Board of Directors may terminate this Contract with or without cause by giving LSSI six (6) calendar months' written notice of termination. If Board of Directors gives notice of termination of this Contract other than for LSSI's material default prior to fifteen (15) months after the Effective Date, then Board of Directors shall pay LSSI within thirty (30) days after the termination becomes effective, as liquidated damages for LSSI's start-up costs and not as a penalty, an amount equal to LSSI's final monthly invoice which is equal to 1/12 of the approved FPL Operating Budget. The Board of Directors acknowledges the reasonableness of such liquidated damages.

(c) *Termination for Convenience by LSSI.* LSSI may terminate this Contract at any time, with or without cause, by giving the Board of Directors six (6) calendar months' written notice.

(d) *Termination for Default.* If either party breaches any material provision of this Contract, 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, or fails to progress diligently towards correction) then the other party may terminate this Contract by giving written notice to the breaching party, except that LSSI shall have the right to terminate this Contract if Board of Directors fails to pay any amount due LSSI and such failure continues for ten (10) days after written notice thereof.

(e) *Renewal.* This Contract may be renewed or extended with the written consent of both parties.

(f) *Survival.* The provisions of Sections 2, 6, and 7 shall survive any termination or expiration of this Contract. In case of any termination or expiration of this Contract, Board of Directors' obligation to pay in accordance with Section 4 shall be pro-rated to the effective date of termination or expiration as the case may be.

4. *Price and Payment.* (a) *Price.* For the period from the Effective Date until December 31, 2002, LSSI shall perform the Services for the Charge shown on Schedule A. Commencing not later than September 30, 2001, and each September 30th thereafter during the term of this Contract, Board of Directors and LSSI shall use their good faith efforts to negotiate the Charge and the Statement of Work as defined in Schedule A applicable to the periods January 1, 2002 through December 31, 2002, and each subsequent year thereafter, through the expiration of this Contract, respectively. If the parties have failed to agree upon the Charge and Statement of Work applicable to such periods by the first day of such respective periods, and to amend Schedule A to reflect such agreed Charge and Statement of Work, then this Contract shall nevertheless continue in force, the monthly Charge shall be one-twelfth (1/12th) of the approved FPL Operating Budget, and the Statement of Work shall remain as last in force, immediately preceding such period.

(b) *Materials Handling Fee.* On behalf and for the benefit of the Board of Directors, LSSI will use its best efforts to negotiate the most favorable discounts and prices from library suppliers for the purchase of all library materials. The responsibility for collection development policies will remain with the Board of Directors, and all book and material selection will be the responsibility of the Library Workforce and LSSI's on-site workforce. LSSI will place orders with the suppliers and perform all the accounting functions related to those orders, including prompt payment of the invoices. For this service, Board of Directors shall pay LSSI five percent (5%) of the cost of the materials ("Materials Handling Fee"). Such fee will be added to all invoices for library materials in accounting for LSSI's Costs, as defined in Section 4 (e) below.

(c) *Payment.* Each month that this Contract is in force, LSSI shall invoice Board of Directors monthly on the first of the month in the amount of one-twelfth (1/12th) of the total Operating Budget shown on Schedule A. Invoices are payable by the fifteenth (15th) of the month in which they are rendered. If LSSI has not received payment by the 15th, it may suspend disbursements required under this contact until payment has been received. LSSI shall add to its invoices any unknown current or future taxes (other than LSSI's income tax) payable by LSSI on account of this Contract, the Services or Board of Directors' payments hereunder, except to the extent Board of Directors furnishes a valid certificate of exemption from such taxes. Both parties understand that the FPL is exempt from sales tax and that the FPL Board of Directors will furnish to LSSI documentation of such.

(d) *Payroll Reimbursement.* Each payroll period, the Board of Directors shall cause the City of Fargo to make payroll disbursements for the Library Work Force. Three days prior to each payday the City of Fargo will notify LSSI of the Library Workforce payroll expenses incurred for that pay period. LSSI will transfer funds to the City of Fargo

electronically prior to payday to cover the Library Work Force payroll for the period. The parties agree that LSSI shall only be responsible to reimburse the City of Fargo for those FPL payroll expenses that occur during the term of this contract.

(e) *Reporting.* Each month LSSI shall report to the Board of Directors regarding LSSI's expenditures under this contract, including its direct and indirect costs, and including the materials handling fee noted in section 4(c). (collectively, "LSSI's Costs"). At least once a quarter LSSI shall include in this report information regarding LSSI's indirect costs (including general, administrative, and other indirect costs) which shall not to exceed fifteen percent of the pro rata Operating Budget. The Board of Directors reserves the right to audit any or all transactions paid on behalf of the Fargo Public Library. Within forty-five (45) days after each year this Contract is in force, LSSI shall present an accounting of LSSI's Costs. Any losses LSSI incurs due to LSSI's Costs exceeding the Operating Budget ("LSSI Loss") will be accrued and applied against any Operation Budget remainders in ensuing years. Year-end cut off procedures will follow generally accepted accounting practice. If, at the end of any year, funds remain unencumbered, LSSI will deduct any LSSI Loss carried over from prior years and then expend a minimum of 20% of the remainder to implement improvements in FPL operations, as authorized by the Board of Directors.

5. Insurance and Indemnification. (a) *Insurance.* 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 dollars (\$1,000,000) combined single limit. LSSI shall name the Board of Directors, its agents, servants and employees as additional insureds under this insurance policy.

(b) *Indemnification.* Except as provided in Section 5(c) below, LSSI shall defend, indemnify, and hold Board of Directors harmless from and against any loss, amount paid in settlement, cost or expense (including reasonable attorney 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 in performance of this Contract.

(c) *Waiver of Subrogation.* Board of Directors agrees to keep the contents of FPL buildings 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 (Casualty Insurance) through City of Fargo policies and standard practices. If any loss, cost, damage or expense resulting from fire, explosion, or any other casualty or occurrence is incurred by Board of Directors and the City of Fargo in connection with the contents of FPL buildings, then Board of Directors hereby releases LSSI from any liability it may have on account of such loss, cost, damage or expense to the extent of any amount receivable by reason of such Casualty Insurance, and waives any right of subrogation which might otherwise have existed or accrued to any person on account thereof. The parties recognize and agree that the City of Fargo is insured under the North Dakota State Fire and Tornado Fund.

6. Information, Intellectual Property and Employees. (a) *Information.* In the performance of this Contract, LSSI may be exposed to information regarding the identity of FPL patrons, Board of Directors 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 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 Contract; (3) disclose 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; and (4) comply with applicable law, including North Dakota Century Code Section 40-38-12. 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 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. It is the intent of this paragraph that the parties will use due care to treat confidentially all matters except those things which of necessity must become part of a public record. It is further specifically understood and agreed in this regard that the Board of Directors is a public body under North Dakota law and thus is subject to the open records and open meeting laws.

(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) *Employees.* Board of Directors 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 Directors.

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

(b) *Assignment.* Neither party may assign this contract without the prior written consent of the other party, which consent shall not be unreasonably withheld. Further, LSSI agrees that without prior notification to the Board of Directors, it will not enter into any sale, exchange, or transaction that will result in change of control of its present ownership and management.

(c) *Limitation of Liability.* In no case shall LSSI be liable for any damages, losses, costs or expenses under or in connection with this Contract, whether for breach of contract, tort or otherwise, except for those matters described in Section 5, in excess of an amount equal to the lesser of (i) the actual damages suffered by Board of Directors, or (ii) one-twelfth (1/12th) of the Charge shown on Schedule A/B, as it may be amended.

(d) *Force Majeure.* LSSI shall not be liable for any failure or delay in performance of this Contract due to causes beyond its 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.

(e) *Board of Directors Representation.* Board of Directors 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.

(f) *Notices.* Notices required or permitted under this Contract shall be deemed given the fifth (5th) day after deposit in First Class mail, or the third (3rd) day after deposit with a recognized overnight courier, if addressed to the parties' respective addresses shown on the first page of this Contract, and marked to the attention of (if to LSSI) Frank A. Pezzanite, President, or, as applicable, to the President of the Board of Directors or his designee.

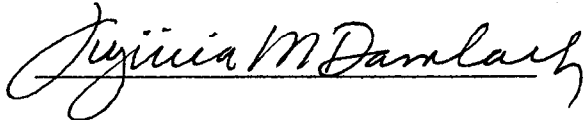
(g) *Law.* This Contract shall be governed by and construed in accordance with the laws of the State of North Dakota. It is understood and agreed that the Board of Directors is a public body under North Dakota law and is thus subject to the open records and open meeting laws.

(h) *Enforceability.* If any provision of this Contract is conclusively determined to be illegal, invalid or unenforceable, then such provision shall be severed, and the remaining provisions of this Contract shall be so construed to carry out, as nearly as legally permitted, the intentions of the parties.

(i) *Entire Agreement.* This Contract 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 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 modification or waiver is sought to be enforced.

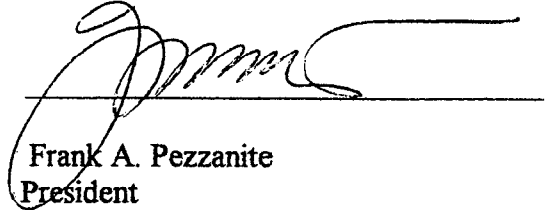
Intending to be legally bound, the parties have caused this Contract to be executed by their duly authorized representatives.

THE BOARD OF DIRECTORS
OF THE
FARGO PUBLIC
LIBRARY

A handwritten signature in cursive script, reading "Virginia M. Dambach", written over a horizontal line.

Virginia M. Dambach
Board Chair

LIBRARY SYSTEMS &
SERVICES, LLC

A handwritten signature in cursive script, reading "Frank A. Pezzanite", written over a horizontal line.

Frank A. Pezzanite
President

Schedule A
Fargo Public Library
Board Priorities and Performance Expectations
and
2001 Operating Budget

LSSI will manage the 2001 library budget of \$1,489,506.00 which is attached as Schedule B. In year two, LSSI will manage the allocated Operating Library budget developed and requested by the Board, and as approved by the City Commission.

The Board of Directors has requested supplemental funds from the City for a User/Non-User survey that, if funding is approved, LSSI will conduct in year one on behalf of the Board of Directors for an additional \$40,000.

The Board of Directors expects LSSI to initiate a development and training program for the library staff to enhance the ability of the FPL staff to provide top-notch library service to the people of Fargo, to establish effective internal and external communications, to develop a system of periodic needs assessments, and to rebuild the Fargo Public Library's credibility and stature within the City and within the community which will result in a measurable increase in library card holders and in library use and circulation.

During the contract term, LSSI will maintain library operating hours at the current level or higher, expend the books and materials budgets allocated in each year in full for that purpose, and will maintain an adequate workforce necessary to provide circulation, reference, children's and other library services to the public at current levels or higher.

During the contract term, the Board of Directors will periodically evaluate the performance of LSSI in meeting the requirements of the Contract. The LSSI Library Director/Manager will report to the Board of Directors and assist the Board in its efforts to plan for the future of library services, develop various elements of the Phase II Expansion project, and ensure effective management of daily library operations.

The LSSI Library Director/Project Manager, under the direction of the Board of Directors, will manage all aspects of the day-to-day administration of the Fargo Public Library in order to provide improved and more efficient administration and delivery of services to Library patrons.

The Library Director/Project Manager will exhibit demonstrated competencies in the following core management areas with specific emphasis on those areas noted below:

- a. *planning-sets short and long term goals and objectives reflecting a course of action that continually improves library service, procedures and policies that meet the changing requirements of FPL

- b. *organization-integrates the resources and work processes of the library into a departmental structure that enables staff to accomplish their work, either independently and/or through teams, with clarity, specificity, necessary resources and within a supportive environment that encourages achievement
- c. *control-monitors adherence to FPL's organizational policies and procedures that ensure consistent and objective standards of work performance for subordinate staff
- d. staffing-interviews and selects qualified staff for employment and supports the orientation and ongoing personal and professional development of all subordinate staff to ensure the productive deployment of approved human resources
- e. *coaching-provides leadership and guidance for FPL staff in departmental work processes to maximize productivity and enhance the outcomes of FPL's strategic plan
- f. communication-organizes and presents information in an effective manner, speaks and/or writes clearly and concisely, and listens and checks for understanding; actively anticipates others' need for information and attentively bridges the communication loop; interacts effectively with the media
- g. support-provides essential support to FPL's Board of Trustees, FPL staff, cross-functional teams, committees and task forces as required to achieve group outcomes
- h. professional development-recognizes the need for and serves as a role model by personally demonstrating enhancements in his/her own skill base, and actively encourages FPL staff to participate in activities that ensure professional growth
- i. demonstrated experience as an agent of positive change in difficult turn-around situations; such experience in a library setting is preferred but not essential
- j. personal attributes of intellectual vigor, emotional endurance, effective stress management, cultural/gender/age sensitivity, poise under public pressure, tolerance for managing within a political structure and inspired courage for a worthy challenge
- k. effectiveness in gaining support of city hall leadership, and an ability to role-model excellent human resource management to other city managers
- l. familiarity with employment law generally, and civil service regulations, specifically

The charge to the LSSI's Contract Manager is to:

1. Assume responsibility for library director work goals as defined and re-prioritized in the approved FPL 2000-2001 Board priorities
2. Commence internal change processes that result in clearly defined policies, expectations and consequences for staff performance.
3. Collaborate with FPL Board on Phase II planning
4. Positively reposition FPL's troubled image within the region

LSSI's performance will be measured by its ability to address the requirements articulated above as well as to meet the Board of Directors' adopted goals for Library management listed below:

Planning and Evaluation

Written Technology Plan
Lead Phase II Planning Process
 Secure consultant
 Work to secure funding
 Work with community committee
Lead Board of Directors in the development of a plan for future funding including
 Identifying sources and resources
 Identifying capital campaign consultant
 Developing fundraising goals/giving opportunities
 Developing case statement
 Developing leadership team
Develop Organization Chart for Library staff
Develop written training plan and implementation timetable
Develop technology training plan and implementation timetable
Develop collection development policy

Personnel

Develop, with Board of Directors, a specific plan to remedy staff discontent and/or to assure no break in FPL services to patrons
Seek support and cultivate key members of the staff to participate in the change process
Conduct and/or oversee performance reviews for every library employee
Promote teamwork among staff; confront and resolve conflict within the parameters set by the City of Fargo Civil Service system and policies
Encourage and promote continuing education, including MLS training, among existing staff
Build ratio of MLS trained librarians as natural vacancies occur

Public and Board of Directors Relations

Continue to develop and build cooperative relations with Moorhead, West Fargo and Cass County
Continue to advance library visibility in the community as an essential service
Maintain Board of Directors' confidence in ability to manage staff and communication issues
Specify what you need from the Trustees and the City to be successful
Participate in community meetings, activities, and regional organizations to advance visibility of FPL.
Seek media opportunities to communicate FPL's mission and programs to the community

Enrich board meetings with pertinent policy review, issues and relevant management data; involve Board of Directors in FPL planning activities.
Demonstrate organizational skills and leadership at board meetings

Operational and Financial Management

Review financial procedures and internal record keeping and reporting for efficiency and effectiveness

Lead budget preparation for FY2002

Continually assess library service delivery and physical plant to provide increase efficiency and effectiveness; implement change as necessary

The Library Director/Project Manager will manage and administer the library workforce under the personnel policies and procedures established by the City of Fargo and under the guidelines of the Civil Service Commission.

LSSI will provide full-time, qualified, on-site Director/Project Manager to handle all tasks traditionally handled by a Library Director.

Schedule B
Line Item FPL 2001 Operating Budget

Full Time Staff	\$633,930
Full Time-OT	0
Part Time w benefits	\$181,377
Health Insurance	\$40,548
FICA 6.2%	\$50,419
Medicare 1.45%	\$11,792
City Pension 5.5%	\$33,262
Life Insurance Benefit	\$400
Planning Grant	\$25,000
Legal Services	0
Other Services	\$18,330
Building Repair	0
General Eqpt Repair	\$1,600
Computer Equipment Repair	\$8,000
Vehicle Repair	\$1,500
Maintenance Service Contract	\$15,500
Property Insurance	\$5,000
Automobile Liability	\$581
General Liability	\$4,842
Regular phone service	\$3,000
Cellular Phone service	\$4,500
Other communications	\$1,400
ODIN System	\$38,000
Minitex/OCLC	\$21,000
UND Telecommunications	\$4,000
Marketing	\$5,000
Recruitment	0
Meals/Lodging/Other Travel	0
Mileage Reimbursement	0
In State Travel Expenses	\$3,150
Out of State Travel Expenses	\$5,250
Dues & Membership In State	\$175
Dues and Membership Out of State	\$270
Seminar & Conferences In State	\$800
Seminar & Conferences Out of State	\$1,500
Office Supplies	\$30,000
Medical Supplies	\$1,000
General Supplies	\$1,160
Janitorial Supplies	0
Postage	\$6,900
Books & Materials	\$287,500
Diesel Fuel	\$2,200
Electricity	\$29,380
Misc	\$500
Safety Compliance	\$100
Vehicles (Bookmobile) Capital Outlay	\$10,640
TOTAL LIBRARY BUDGET	\$1,489,506

2002 Budget to be attached upon approval

