

**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

206



**FROM:** County Library

**SUBMITTAL DATE:**  
June 23, 2009

**SUBJECT:** Fourth Amendment to the Agreement with Library Systems and Services, LLC (LSSI) for Provision of County Library Services for Fiscal Year 2009-2010

**RECOMMENDED MOTION:** That the Board approve and authorize the Chairman to sign the attached Fourth Amendment to the Agreement with Library Systems and Services, LLC, for the provision of County Library Services for Fiscal Year 2009-2010.

**BACKGROUND:** Since July 1, 1997, the Riverside County Library System has been operated under an agreement with Library Systems and Services, LLC (LSSI). This new agreement with LSSI adjusts and maintains County Library Services through June 30, 2010.

(Continued on page 2)

Attachments

*Nancy Johnson*  
\_\_\_\_\_  
Nancy Johnson, County Librarian

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 14,366,443	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2009-2010

<b>SOURCE OF FUNDS:</b> County Library Fund: \$12,616,443 Western Riverside County Library Book Funds: \$1,750,000	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input checked="" type="checkbox"/>

**C.E.O. RECOMMENDATION:**

APPROVE  
BY: *Gary M. Christmas*  
Gary M. Christmas

**County Executive Office Signature**

FORM APPROVED BY COUNTY COUNSEL  
DATE 6/10/09  
BY: PATTI F. SMITH  
Departmental Concurrence

- Policy
- Policy
- Consent
- Consent

Dept's Recomm.:  
Per Exec. Ofc.:

Prev. Agn. Ref.: 6/24/08 3.23 | District: All | Agenda Number:

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

**3.18**

June 23, 2009

**BACKGROUND (Cont):** This agreement with LSSI is consistent with the direction furnished by the Board of Supervisors, and with the current consensus of the Library Zone Advisory Board and the County Free Library Advisory Committee.

**Key Points in this agreement are:**

**Terms** – The original agreement from 1997, the second agreement from 2002, and the third agreement from 2008 have been consolidated into this agreement.

**Automated Services and Technology** – LSSI will continue to operate the SIRSI automated library system in conjunction with the San Bernardino County Library System, Inyo County Library, City of Moreno Valley, City of Murrieta, and College of the Desert. The County Library will continue to add RFID (Radio Frequency Identification) and wireless Internet access at additional selected sites throughout the system. The leased computer replacement program will systematically update computer stations on a rotation basis. The completion of the installation of a fiber optic network will improve the performance of library computers. New software will improve information access within the library and permit patrons to access resources across several library jurisdictions. LSSI's automation staff will be responsible for implementing these projects.

**Zone Operation** – LSSI operation of three zones include the incremental cost of introducing a fiber optic network and contains the cost for zone management at a level slightly below that for 2008-2009.

**Grants** – LSSI will continue to work cooperatively with the County to seek and administer library grants that will enhance library services. All County costs for existing grant funded projects are covered by this agreement.

**County Bookmobile** – The LSSI agreement provides for full operational funding of the Western County Bookmobile and the Coachella Valley Mobile Library.

**Outreach Programs** – LSSI will continue successful programs, including reading readiness projects, English language literacy programs, and outreach to the Latino community. Several substantial grants, which made possible the inception of these programs, have expired or are greatly reduced. LSSI will integrate these important programs into its zone operations.

**Library Facility Planning** – LSSI's expertise in library planning and development continues to be important as the County Library works with EDA, school districts, and communities to plan, design, and develop new library facilities to serve the county's rapidly increasing population.

Form 11 - Fourth Amendment to the Contract with Library Systems and Services, LLC for Provision of County Library Services (Fiscal Year 2009-2010)

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June 23, 2009

Current projects underway include new libraries in Rubidoux and Highgrove, being constructed in conjunction with the County's redevelopment agency; a replacement library for the City of Indio; the expansion of library facilities in Sun City, and improvements to the Grace Mellman Library in Temecula. LSSI will also continue to work with the county and the cities of Calimesa, Coachella, Lake Elsinore and Palm Desert as they determine how to expand or renovate their library facilities.

**Mitigation Fees** – Under the LSSI agreement, the county library materials and book budget for the West and Mid-South Zones will be increased by an additional \$1,750,000 by using Western County mitigation funds collected for the purpose. Combined with the on-going materials and book budget, the County will spend \$2.15 million on library materials in Fiscal Year 2009-2010, increasing library resources for County residents.

**Courier** – LSSI will continue to operate four courier routes to facilitate sharing library resources throughout the county and with San Bernardino County.

FOURTH AMENDMENT TO CONTRACT FOR RIVERSIDE COUNTY  
LIBRARY SYSTEM ADMINISTRATION

(Fiscal Year 2009-2010)

WHEREAS, effective July 1, 2008, the County of Riverside (hereinafter referred to as "COUNTY") and Library Systems & Services, LLC ("CONTRACTOR") entered into the Third Amendment to Contract for Riverside County Library System Administration ("Agreement"), for the administration of library services for Fiscal Year 2008-2009. COUNTY and CONTRACTOR now agree to further amend the Agreement to be effective beginning July 1, 2009.

NOW AND THEREFORE, COUNTY and CONTRACTOR agree as follows:

Section 3.1 of the Contract for Riverside County Library Services Administration is amended as follows:

A. This Fourth Amended Contract shall be effective as of July 1, 2009, shall continue in effect through June 30, 2010, and shall be subject to the annual renewal provisions of Section 3.2 of the Contract for Riverside County Library System Administration ("Contract"), unless terminated prior to the contracted end date, or as specified in Section 17.0 of the Contract.

Section 4.1 of the Contract is amended as follows:

B. In consideration of the services described herein, and in the Attachments hereto, COUNTY shall pay CONTRACTOR the sum of \$12,616,443.00, which includes the administration and operation of the Riverside County Library System during the Fiscal Year 2009-2010, and is to be allocated as follows:

- a. \$3,151,032.00 for the operation of the West Zone;
- b. \$4,085,813.00 for the operation of the Mid-South Zone; and
- c. \$3,641,518.00 for the operation of the Desert Zone.

In addition, COUNTY shall pay for expenses related to the library automation and delivery of materials in the sum of \$1,075,075.00, for the operation of the Riverside County Library automated system, and additional amounts for the administration of the following automated services contracts as follows:

- d. \$55,000.00 for the City of Moreno Valley automated services contract;
- e. \$80,000.00 for the City of Murrieta automated services contract;
- f. \$65,505.00 for the College of the Desert automated services contract;
- g. \$291,500.00 for operation of the Courier System;
- h. \$171,000 for operation of the La Quinta Museum.

In accordance with the applicable directions and standards as set forth in Attachments "A-C," of said sum, \$400,000.00 total shall be used for the purchase of books and other library materials for placement in Riverside County Library System branches.

For the 2009-2010 Fiscal Year, at least \$1,750,000.00 will be allocated from the Western County Mitigation Funds (collected as part of a development fee), and shall be used exclusively for the purchase of books and other library materials in the Western and Mid-South Zones. CONTRACTOR shall be allowed to implement a processing charge for purchases from the Western County Mitigation funds of not more than \$5.00 per item. These expenditures are in addition to the agreement for Zone Operation and Automation. Any and all purchases of books, other library materials and reimbursement of the processing charge, shall be subject to the approval of the County Librarian, and/or County Executive Officer or designee.

Section 4.2 of the Contract is amended as follows:

C. If on or before July 1, 2010, this Fourth Amended Contract is renewed by the Board of Supervisors of the County of Riverside for an additional one (1) year period, the

compensation for the additional period shall be determined at the sole discretion of the COUNTY.

Section 4.9 of the Contract is amended as follows:

D. Under this Fourth Amended Contract for Fiscal Year 2009-2010, in no event shall the total compensation, payable to CONTRACTOR, exceed the total sum of \$12,616,443.00.

E. ATTACHMENTS "A-E" is amended as attached hereto, all other ATTACHMENTS "A-G", as amended, shall remain unchanged and shall remain in full force and effect.

F. All other terms and conditions of the Contract and prior amendments shall remain unchanged, and shall remain in full force and effect.

G. Certification of Authority to Execute this Amendment:

CONTRACTOR certifies that the individual signing below has authority to execute this Fourth Amendment to Contract for Riverside County Library System Administration on behalf of the CONTRACTOR, and may legally bind CONTRACTOR to the terms and conditions of this Fourth Amended Contract and any attachments hereto.

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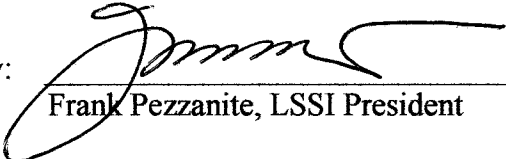
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IN WITNESS WHEREOF, the parties have caused this Fourth Amendment to Contract for Riverside County Library System Administration to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

COUNTY OF RIVERSIDE

CONTRACTOR  
Library Systems and Services, L.L.C.

By: \_\_\_\_\_  
Chair, Board of Supervisors

By:   
Frank Pezzanite, LSSI President

ATTEST:  
Clerk

By: \_\_\_\_\_  
Deputy

APPROVED AS TO FORM AND CONTENT:

PAMELA J. WALLS  
County Counsel

By:   
Deputy County Counsel

## ATTACHMENT A

### DESCRIPTION OF SERVICES AND PERFORMANCE STANDARDS LIBRARY OPERATION - WEST ZONE

#### LIBRARY SERVICE HOURS AND STAFFING

The CONTRACTOR will provide at least 429 hours of library service per week in the West Zone as specified below utilizing 49.0 full-time equivalent (FTE) staff.

<b>Library</b>	<b>Weekly Hours of Operation</b>
Glen Avon	52
Norco	46
Robidoux	40
Eastvale	30
Home Gardens	50
Highgrove	25
Calimesa	40
Perris	52
Nuview	20
El Cerrito	20
Paloma Valley	30
Western County Bookmobile	30
<b>Total</b>	<b>435</b>

#### LIBRARY SERVICES

Each branch will offer basic reference service. The Glen Avon Regional Library will serve as the Principal Reference Center in the West Zone offering second level reference. Third level reference services to be provided per agreement with the Inland Library System. Ancillary programs (e.g., children's programs, homework help, senior programs, etc.) will be offered throughout branches. Community groups will be encouraged to participate in the establishment of such programs.

#### BOOKS AND MATERIALS

At least \$133,333 in contract and development impact fees shall be used for the purchase of books and other library materials for placement in library branches located in the West Zone. Selection of materials shall be subject to the approval of the County Librarian.

#### BOOKMOBILE

The Western County Bookmobile will be stationed at Perris. The schedule will be approved by the County Librarian. CONTRACTOR shall perform preventive maintenance on the bookmobile in accordance with the manufacturer's suggested schedule.

## ATTACHMENT B

### DESCRIPTION OF SERVICES AND PERFORMANCE STANDARDS LIBRARY OPERATION – MID-SOUTH ZONE

#### LIBRARY SERVICE HOURS AND STAFFING

The CONTRACTOR will provide at least 572.5 hours of library service per week in the Southwest Zone as specified below utilizing 74 full-time equivalent (FTE) staff.

<b>Library</b>	<b>Weekly Hours of Operation</b>
Temecula	40
Temecula (new)	63
Valle Vista	45
San Jacinto	59.5 (joint-use with San Jacinto Unified School District)
Sun City	50
Romoland	20 (joint-use with Perris Union High School District)
Lake Elsinore	43
Lakeside	52
Idyllwild	30
Canyon Lake	30
Mission Trail	45
Anza	51 (joint-use with Hemet Unified School District)
Woodcrest	44
<b>Total</b>	<b>572.5</b>

#### LIBRARY SERVICES

Each branch will offer basic reference service. The new Temecula Library will serve as the Principal Reference Center in the Mid-South Zone offering second level reference. Third level reference services to be provided per agreement with the Inland Library System. Ancillary programs (e.g., children's programs, homework help, senior programs, etc.) will be offered throughout branches. Community groups will be encouraged to participate in the establishment of such programs.

#### BOOKS AND MATERIALS

At least \$133,333 in contract and development impact fees shall be used for the purchase of books and other library materials for placement in library branches located in the Mid-South Zone. Selection of materials shall be subject to the approval of the County Librarian.

## ATTACHMENT C

### DESCRIPTION OF SERVICES AND PERFORMANCE STANDARDS LIBRARY OPERATION - DESERT ZONE

#### LIBRARY SERVICE HOURS AND STAFFING

The CONTRACTOR will provide at least 379 hours of library service per week in the Desert Zone as specified below with 47.0 full-time equivalent (FTE) staff.

<b>Branch Library</b>	<b>Weekly Hours of Operation</b>
Palm Desert	52
Cathedral City	44
Indio	40
La Quinta	50
Coachella	39
Lake Tamarisk	20
Mecca	40
Coachella Valley Bookmobile	16
Thousand Palms	40
Desert Hot Springs	38
<b>Total</b>	<b>379</b>

#### LIBRARY SERVICES

Each branch will offer basic reference service. The Palm Desert Library will serve as the Principal Reference Center in the Desert Zone offering second level reference. Third level reference services to be provided per agreement with the Inland Library System. Ancillary programs (e.g., children's programs, homework help, senior programs, etc.) will be offered throughout branches. Community groups will be encouraged to participate in the establishment of such programs.

#### BOOKS AND MATERIALS

At least \$133,333 in contract amount shall be used for the purchase of books and other library materials for placement in library branches located in the Desert Zone. Selection of materials shall be subject to the approval of the County Librarian.

#### BOOKMOBILE

The Coachella Valley Bookmobile will be operated from the Indio Library and stationed at Sunline Transit. The schedule will be approved by the County Librarian.

## ATTACHMENT D

### DESCRIPTION OF SERVICES AND PERFORMANCE STANDARDS COURIER SERVICE

#### LIBRARY MATERIALS

The CONTRACTOR will collect items from County library branches, sort and identify the destination of those items, and deliver the items to the appropriate branch. Items will be sorted en route as possible to expedite delivery. All County library branches will receive daily delivery and pick up every day the branch is open, with the exception of the three Principal Resource Libraries (Temecula, Palm Desert, and Glen Avon), which will receive pick up and delivery twice daily each day the branch is open. Saturday service to Principal Resource Libraries will be once daily. Courier services will not be provided on Sundays. The Contractor will also provide inter-county delivery service to the San Bernardino County Library System a minimum of two times per week.

#### INTER-BRANCH CORRESPONDENCE

The CONTRACTOR will provide delivery of inter-branch correspondence and equipment as needed.

#### OTHER MATERIALS

The CONTRACTOR will provide delivery of library equipment to/from branches.

## ATTACHMENT E

### DESCRIPTION OF SERVICES AND PERFORMANCE STANDARDS AUTOMATION SYSTEM

#### INLAND LIBRARY NETWORK (ILN)

The CONTRACTOR will operate the Inland Library Network Automated System (consisting of the Riverside County, Moreno Valley, Murrieta, and College of the Desert Libraries, and the San Bernardino County Library) for the purpose of:

1. Maintaining ILS software – manage the integrated library system (ILS) software (SirsiDynix Unicorn) that operates the Inland Library Network, including performing upgrades and modifying policy files as needed.
2. Online Catalog – a database that currently includes bibliographic records for all holdings in the ILN system.
3. Bookkeeping – for the libraries of Riverside County (including Moreno Valley, Murrieta, and College of the Desert) to record monetary and receipt information for related acquisitions and bookkeeping tasks.
4. Material Reservations – reserve and order materials at any library in the ILN system.
5. Online Databases – maintain access to articles from more than 6,000 online magazines and journals, 140 newspapers, and many reference books for the libraries of Riverside County.
6. Reporting – generate routine reports, consistent with reporting requirements as specified in Attachment G of this agreement for the libraries of Riverside County.
7. Notices – will process overdue, collection and holds notification notices for the libraries of Riverside County.
8. Policy Changes – at the request of ILN members, modify library circulation software to govern the circulation transactions in those libraries, including adding materials and patron types, changing circulation parameters, and fine and fee structures.
9. Communications – convene regular meetings of the Inland Library Network Technical Advisory Group (TAG) to provide a forum for the sharing of ideas by all libraries in the ILN.
10. New Fiber Optic System – Install, maintain and manage a new fiber optic system to increase network efficiency.

ILN servers are located at the Riverside County Administrative Office at 4080 Lemon Street in Riverside.

## RIVERSIDE COUNTY LIBRARY SYSTEM

In addition to those tasks outlined above that are provided for the benefit of all libraries in the Inland Library Network, CONTRACTOR shall perform the following services specifically for the libraries of the Riverside County Library System:

Maintain hardware – including computers (449 for public Internet use, 494 for staff use, 56 for online catalog access use, and 61 servers to support public, staff, and network services) in all county library sites and bookmobiles (except public computers in the Temecula Public Library, which are maintained by the City of Temecula). Other network and supporting hardware such as routers, switches, and all peripheral devices such as public and staff printers, barcode scanners, and receipt printers.

RCLS database – provide constant update, maintenance and support for the approximately 725,000 bibliographic records and 650,000 patron records of the Riverside County Library System.

Web page – constant monitoring, updating and improving online services provided to online library users, including maintaining ready access to the library's catalog and databases, user accounts, services such as Live Homework Help and downloadable audio books, as well as separate web sites for each location in the Riverside County Library System.

Online calendar software – maintain an online, searchable, interactive calendar of library events via the RCLS web page.

Enhanced search capabilities – install, configure and maintain software that provides enhanced searching of the library catalog and databases provided by the Riverside County Library System.

PC management system – install and maintain software that manages online customer reservations and provides filtering of public Internet access compatible with County policy.

Wireless systems – install and maintain wireless systems in new locations and other sites as directed by the County.

Phone systems – Maintain phone systems in specific sites upon consultation with the County and as resources allow.

Radio Frequency Identification (RFID) – install RFID systems, including collection tagging, security systems, circulation, self-check and inventory - in new locations and in existing locations as directed by the County.

New library installations – provide all data systems for new library projects, including public and staff computers, circulation system, PC reservation system, wireless, RFID and phone systems.

Fiber Optic – Complete installation of fiber optic network.

E-Rate – meet all requirements and deadlines to ensure that Riverside County receives all eligible E-Rate discounts.

COLLEGE OF THE DESERT AGREEMENT FOR LIBRARY SERVICES

The County has an agreement to provide library services to the College of the Desert through 2010. The CONTRACTOR will provide the service for the duration of the Agreement and will submit a separate invoice to the County for services rendered under this Agreement.

CITY OF MORENO VALLEY AGREEMENT FOR LIBRARY SERVICES

The County has an agreement to provide library services to the Moreno Valley Library through 2011. The CONTRACTOR will provide the service for the duration of the Agreement and will submit a separate invoice to the County for services rendered under this Agreement.

CITY OF MURRIETA AGREEMENT FOR LIBRARY SERVICES

The County has an agreement to provide library services to the Murrieta Library through 2011. The CONTRACTOR will provide the service for the duration of the Agreement and will submit a separate invoice to the County for services rendered under this Agreement.

INYO COUNTY AGREEMENT FOR LIBRARY SERVICES

The County has an agreement to provide library services to Inyo County through 2011. The CONTRACTOR will provide the service for the duration of the Agreement.

## ATTACHMENT F

### PROJECT ORGANIZATION CHART GENERAL DIVISION OF RESPONSIBILITIES

General division of responsibilities between the CONTRACTOR and COUNTY are specified below.

	<u>Responsibility</u>	<u>CONTRACTOR</u>	<u>COUNTY</u>
X	Regulations (regarding library etiquette)	X	X
X	Type of Library Service (e.g., reference, children's, etc.)	X	X
X	Level of Staff	X	X
X	Operation of Automated System	X	
X	Policy for Meeting Room Use	X	X
X	Fees	X	X
X	Use of Gifts and Memorials (below \$1,000), consistent with terms of gift	X	
X	Materials Selection	X	X
X	Books Sales by Friends Groups	X	X
X	Annual Filing for Public Library Fund		X
X	Manage landscaping/janitorial contracts for County Library facilities		X
X	Funding for County Library Services		X
X	Minimum amount of contract to be expended for books/materials	X	X
X	Management of County Library Branch Leases		X
X	Minimum Operating Hours for Each Branch	X	X

X	Use of Gifts and Memorials over \$1,000		X
X	Staff Liaison to CFLAC		X
X	Staff Liaison to Zone Advisory Boards		X
X	Planned Closure of Library Facilities (other than observed holidays)	X	X
X	Coordination of Significant Written Press Releases regarding County Library facilities and/or operational changes	X	X

## ATTACHMENT G

### GENERAL REPORTING REQUIREMENTS

1) ALA standardized data collection by **System, Zone**, and by **Branch** (Annually)

Reference Transaction per capita  
Circulation per Capita  
Circulations per Registered Borrower  
Borrower Registration as a Percentage of Population  
Collection Turnover Rate

2) Statistical Data and other Information by **Zone** and by **Branch** (Annually, Quarterly and Monthly)

**Annually** - Branch

Floor area in sq. ft.  
Estimated population served  
Items held  
Subscriptions received  
Hours open per week

**Quarterly** - (To be provided no later than 15 days following the end of the quarter)

Materials Acquisitions  
Number of volumes by Zone and Branch  
Titles by Zone and Branch  
Expenditure by Zone

**Monthly** - Branch (To be provided no later than the end of the following month)

Attendance (Number of people coming in the door)  
Total items checked out  
ILL Requests (Incoming/Outgoing)  
Children's % of total circulation  
New Borrower registrations  
Meeting Room Use  
Attendance  
Reference questions asked  
Number of Toddler/Pre-School Story times  
Attendance  
Number of uses of Public Access Computers

Number of School-age & Teen Programs  
    Attendance  
Visits from School Classes  
    Attendance  
Number of Schools Visited  
Literacy Learners Instructed  
Literacy Tutors Trained  
Literacy Volunteer Hours and Number of Volunteers  
Volunteer Hours and Number of Volunteers  
Shut-ins Served  
Blind & Physically Disabled Residents Served  
Materials Delivered to Shut-ins  
Materials loaned to Blind and Disabled Residents  
Books Bound  
Government Documents Received  
Staffing levels  
Meetings with Friends  
Complaints  
    Number and Nature  
    Action taken  
Incentive Awards given to staff  
Acclamation received  
User Suggestions (submitted thru Suggestion Box)  
Detailed expenditure report on all grants or contracts