

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

401



FROM: Economic Development Agency

SUBMITTAL DATE:
June 17, 2010

SUBJECT: Fifth Amendment to the Agreement with Library Systems and Services, LLC for Provision of County Library Services through September 30, 2010

RECOMMENDED MOTION: That the Board of Supervisors approve and authorize the Chairman to sign the attached Fifth Amendment to the Agreement with Library Systems and Services, LLC (LSSI), for the provision of County Library Services through September 30, 2010.

BACKGROUND: Since July 1, 1997, the Riverside County Library System has been operated under Agreement with LSSI. As the management of the Riverside County Library System has moved from the Executive Office to the Economic Development Agency within the organizational structure of the County, and the current Agreement with LSSI expires June 30, 2010, this new Agreement with LSSI maintains County Library Services through September 30, 2010, allowing time for necessary adjustments to be made to the current Agreement.

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 3,591,610	In Current Year Budget:	No
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2010/11

COMPANION ITEM ON BOARD OF DIRECTORS AGENDA: No

SOURCE OF FUNDS: 87.8% County Library Fund (\$3,154,110); 12.2% Western Riverside County Library Book Funds (\$437,500)	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE

BY: Jennifer L. Sargent

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
BY: NEAL R. KIPNIS DATE: 6/22/10 Departmental Concurrence

- Dep't Recomm.: Consent Policy
- Per Exec. Ofc.: Consent Policy

Prev. Agn. Ref.: 3.18 of 6/23/09

District: ALL

Agenda Number:

3.23

FIFTH AMENDMENT TO CONTRACT FOR RIVERSIDE COUNTY

LIBRARY SYSTEM ADMINISTRATION

(Fiscal Year 2010-2011)

WHEREAS, effective July 1, 2009, the County of Riverside (hereinafter referred to as "COUNTY") and Library Systems & Services, LLC ("CONTRACTOR") entered into the Fourth Amendment to the Contract for Riverside County Library System Administration ("Agreement"), for the administration of library services for Fiscal Year 2009-2010. COUNTY and CONTRACTOR now agree to further amend the Agreement to be effective beginning July 1, 2010.

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 Fifth Amended Contract shall be effective as of July 1, 2010, shall continue in effect through September 30, 2010, and shall be subject to 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, COUNTY shall pay CONTRACTOR the sum of \$3,154,110.00, which includes the administration and operation of the Riverside County Library System, and is to be allocated as follows:

a. \$787,758.00 for the operation of the West Zone;

1 b. \$1,021,453.00 for the operation of the Mid-South Zone; and

2 c. \$910,380 for the operation of the Desert Zone.

3 At least \$437,500.00 will be allocated from the Western County Mitigation
4 Funds for the purchase of books and other library materials in the Western
5 and Mid-South Zones.

6 Section 4.2 of the Contract is amended as follows:

7 C. If on or before September 30, 2010, this Fifth Amendment is renewed by
8 the Board of Supervisors of the County of Riverside for an additional one
9 (1) year period, the compensation for the additional period shall be
10 determined at the sole discretion of the COUNTY.

11 Section 4.9 of the Contract is amended as follows:

12 D. Under this Fifth Amended Contract for Fiscal Year 2010-2011, in no event
13 shall the total compensation payable to CONTRACTOR exceed the total
14 sum of \$3,154,110.00.

15 E. All attachments shall remain unchanged and shall remain in full force and
16 effect.

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

19 G. Certification of Authority to Execute this Amendment:

20 CONTRACTOR certifies that the individual signing below has authority to
21 execute this Fifth Amendment to Contract for Riverside County Library
22 System Administration on behalf of the CONTRACTOR, and may legally
23 bind CONTRACTOR to the terms and conditions of this Fifth Amended
24 Contract and any attachments hereto.
25

1 **IN WITNESS WHEREOF**, the parties have caused this Fifth Amendment to
2 Contract for Riverside County Library System Administration to be executed this
3 _____ day of _____, 2010.

4
5 **COUNTY OF RIVERSIDE**

CONTRACTOR

Library Systems and Services, L.L.C.

6
7 By: _____
8 Marion Ashley, Chairman
Board of Supervisors

By: _____
Frank Pezzanite, LSSI President


9
10
11 **ATTEST:**

12 Kecia Harper-Ihem
13 Clerk of the Board

14 By: _____
15 Deputy

16
17 **APPROVED AS TO FORM AND CONTENT:**

18 Pamela J. Walls
County Counsel

19
20 By:  _____
21 Deputy