

FISCAL PROCEDURES APPROVED

PAUL ANGULO, CPA, AUDITOR-CONTROLLER
BY: Samuel Wong 5/23/11

FORM APPROVED COUNTY COUNSEL
BY: NEAL R. KIPNIS DATE: 5/23/11

Departmental Concurrence

Dep't Recomm.: ☐ Consent ☒ Policy
Per Exec. Ofc.: ☐ Consent ☒ Policy

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

902



SUBMITTAL DATE:
June 2, 2011

FROM: Economic Development Agency

SUBJECT: Agreement for Library Operations Services for the Temecula Public Library

RECOMMENDED MOTION: That the Board of Supervisors:

Approve and authorize the Chairman of the Board to sign the attached Agreement for Library Operations Services for the Temecula Public Library between the City of Temecula and the County of Riverside.

BACKGROUND: Since its opening on December 14, 2006, the Temecula Public Library has been operated by the Riverside County Library system. This agreement provides for the operation of the Temecula Public Library by setting forth the amount of financial support received from the City of Temecula; staffing levels and provision of services at the library; technology services provided by the city; hours of operation; ownership of the collection, furniture and equipment; and the rights and responsibilities of each party. Under this agreement, the County Library agrees to the continued operation of the Temecula Public Library at 30600 Pauba Road.

(Continued)

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$180,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$0	Budget Adjustment:	No
	Annual Net County Cost:	\$0	For Fiscal Year:	2011/12

COMPANION ITEM ON BOARD OF DIRECTORS AGENDA: No		
SOURCE OF FUNDS: County Library fund and direct payment to the county by the City of Temecula.	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

Prev. Agn. Ref.: N/A

District: 3

Agenda Number:

3.16

BACKGROUND: (Continued)

The City of Temecula agrees to pay up to \$180,000 annually as a supplement to library tax revenues toward the operation of the library through June 2013. This Amendment keeps the same terms and extends the Agreement for an additional five years commencing July 1, 2011, and terminating on June 30, 2016. County Counsel has reviewed and approved this agreement.

**AGREEMENT FOR
LIBRARY OPERATIONS SERVICES
AT THE TEMECULA PUBLIC LIBRARY
BETWEEN THE CITY OF TEMECULA
AND THE COUNTY OF RIVERSIDE**

THIS AGREEMENT is made and effective as of July 1, 2011, between the City of Temecula, a municipal corporation ("City") and the County of Riverside ("County"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. **TERM.** This Agreement shall commence on July 1, 2011, and shall remain and continue in effect until tasks described herein are completed, but in no event later than June 30, 2016 unless sooner terminated pursuant to the provisions of this Agreement.

2. **SERVICES.** County shall perform the services and tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. County shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A.

3. **PERFORMANCE.** County shall at all times faithfully, competently and to the best of its ability, experience, and talent, perform all tasks described herein. County shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of County hereunder in meeting its obligations under this Agreement.

4. **PAYMENT.**

a. City agrees to pay County on a semi-annual basis. City agrees to pay County one hundred and forty dollars (\$140) per hour for every hour exceeding forty (40) hours per week of library operations. In no event shall the total payment to County exceed one hundred eighty thousand dollars (\$180,000) annually unless additional payment is approved as provided in this Agreement. County shall submit invoices on a semi-annual basis for hours of library services performed. Semi-annual

1 periods shall be July 1 through December 31 and January 1 through June 30 of each
2 fiscal year. Invoices shall be submitted within thirty (30) days of the close of a semi-
3 annual billing period. Payment shall be made within thirty (30) days of receipt of each
4 invoice as to all non-disputed fees. Payment shall represent City's total cash
5 contribution to County for the operations of the Temecula Public Library. If City
6 disputes any of County's fees it shall give written notice providing detail to County
7 within 30 days of receipt of an invoice of any disputed fees set forth on the invoice.

8 b. County shall not be compensated for any services rendered in
9 connection with its performance of this Agreement which are in addition to those set
10 forth herein, unless such additional services are authorized in advance and in writing
11 by the City Manager. County shall be compensated for any additional services in the
12 amounts and in the manner as agreed to by City Manager and County at the time City's
13 written authorization is given to County for the performance of said services.

14 c. The City Manager may approve additional work up to ten percent
15 (10%) of the amount of this Agreement but in no event shall the total sum of this
16 Agreement exceed \$180,000 annually or the amount approved by City Council. Any
17 additional work in excess of this amount shall be approved by the City Council.

18 **5. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT**
19 **CAUSE.**

20 a. City or County may at any time, for any reason, with or without
21 cause, suspend or terminate this Agreement, or any portion hereof, by serving upon
22 other party at least one hundred and twenty (120) days prior written notice. Upon
23 receipt of said notice, County shall cease all work under this Agreement, unless the
24 notice provides otherwise. If either party suspends or terminates a portion of this
25 Agreement such suspension or termination shall not make void or invalidate the
26 remainder of this Agreement.

27 b. In the event this Agreement is terminated pursuant to this Section,
28 City shall pay to County the actual value of every hour exceeding forty (40) hours per

1 week up to the time of termination. Upon termination of this Agreement pursuant to
2 this Section, County shall submit an invoice to City pursuant to Section 4.

3 c. In the event of non-payment by the City as required in Section 4,
4 the County may terminate the contract thirty (30) days after the payment is due.

5 **6. DEFAULT OF COUNTY.**

6 a. County's failure to comply with the provisions of this Agreement
7 shall constitute a default. In the event that County is in default for cause under the
8 terms of this Agreement, City shall have no obligation or duty to continue
9 compensating County for any work performed after the date of default and can
10 terminate this Agreement immediately by written notice to County. If such failure by
11 County to make progress in the performance of work hereunder arises out of causes
12 beyond County's control, and without fault or negligence of County, it shall not be
13 considered a default.

14 b. If the City Manager or his delegate determines that County is in
15 default in the performance of any of the terms or conditions of this Agreement, it shall
16 serve County with written notice of the default. County shall have (10) business days
17 after service upon it of said notice in which to cure the default by rendering a
18 satisfactory performance. In the event that County fails to cure its default within such
19 period of time, City shall have the right, notwithstanding any other provision of this
20 Agreement, to terminate this Agreement without further notice and without prejudice to
21 any other remedy to which it may be entitled at law, in equity or under this Agreement.

22 **7. OWNERSHIP OF DOCUMENTS.**

23 a. County shall maintain adequate records of services provided in
24 sufficient detail to permit an evaluation of services. All such records shall be
25 maintained in accordance with generally accepted accounting principles and shall be
26 clearly identified and readily accessible. County shall provide free access to the
27 representatives of City or its designees at reasonable times to such records, and shall
28 give City the right to examine and audit said records, shall permit City to make

1 transcripts there from as necessary, and shall allow inspection of all work, data,
2 documents, proceedings and activities related to this Agreement. Such records,
3 together with supporting documents, shall be maintained for a period of three (3) years
4 after receipt of final payment.

5 **8. INDEMNIFICATION.**

6 a. City agrees to defend, indemnify, protect and hold harmless
7 County, its officers, officials, employees and volunteers from and against any and all
8 claims, demands, losses, defense costs or expenses, or liability of any kind or nature
9 which County, its officers, agents and employees may sustain or incur or which may be
10 imposed upon them for injury to or death of persons, or damage to property arising out
11 of City's negligent or wrongful acts or omissions in performing or failing to perform
12 under the terms of this Agreement, or which may arise from the ownership of the
13 Property, excepting only liability arising out of the negligence of County.

14 b. County agrees to defend, indemnify, protect and hold harmless
15 City, its officers, officials, employees and volunteers from and against any and all
16 claims, demands, losses, defense costs or expenses, or liability of any kind or nature
17 which City, its officers, agents and employees may sustain or incur or which may be
18 imposed upon them for injury to or death of persons, or damage to property arising out
19 of County's negligent or wrongful acts or omissions in performing or failing to perform
20 under the terms of this Agreement, excepting only liability arising out of the negligence
21 of City.

22 **9. INDEPENDENT CONTRACTOR.**

23 a. County is and shall at all times remain as to City a wholly
24 independent contractor. County's personnel performing the services under this
25 Agreement on behalf of County shall at all times be under County's exclusive direction
26 and control. Neither City nor any of its officers, employees, agents, or volunteers shall
27 have control over the conduct of County or any of County's officers, employees, or
28 agents except as set forth in this Agreement. County shall not at any time or in any

1 manner represent that it or any of its officers, employees or agents are in any manner
2 officers, employees or agents of City. County shall not incur or have the power to incur
3 any debt, obligation or liability whatsoever against City, or bind City in any manner.

4 b. No employee benefits shall be available to County in connection
5 with the performance of this Agreement. Except for the fees paid to County as
6 provided in this Agreement, City shall not pay salaries, wages, or other compensation
7 to County for performing services hereunder for City. City shall not be liable for
8 compensation or indemnification to County for injury or sickness arising out of
9 performing services hereunder.

10 **10. LEGAL RESPONSIBILITIES.** County shall keep itself informed of
11 all local, state and federal ordinances, laws and regulations which in any manner
12 affect those employed by it or in any way affect the performance of its service
13 pursuant to this Agreement. County shall at all times observe and comply with all
14 such ordinances, laws and regulations. City, and its officers and employees, shall not
15 be liable at law or in equity occasioned by failure of County to comply with this section.

16 **11. RELEASE OF INFORMATION.**

17 a. All information gained by County in performance of this Agreement
18 shall be considered confidential and shall not be released by County without City's prior
19 written authorization. County, its officers, employees, agents or subcontractors, shall
20 not, without written authorization from the City Manager, or unless requested by the
21 City Attorney, voluntarily provide declarations, letters of support, testimony at
22 depositions, response to interrogatories or other information concerning the work
23 performed under this Agreement or relating to any project or property located within
24 City. Response to a subpoena or court order shall not be considered "voluntary"
25 provided County gives City notice of such court order or subpoena.

26 b. County shall promptly notify City should County, its officers,
27 employees, agents or subcontractors be served with any summons, complaint,
28 subpoena, notice of deposition, request for documents, interrogatories, request for

1 admissions or other discovery request, court order or subpoena from any party
2 regarding this Agreement and the work performed there under or with respect to any
3 project or property located within City. City retains the right, but has no obligation, to
4 represent County and/or be present at any deposition, hearing or similar proceeding.
5 County agrees to cooperate fully with City and to provide City with the opportunity to
6 review any response to discovery requests provided by County. However, City's right
7 to review any such response does not imply or mean the right by City to control, direct,
8 or rewrite said response.

9 **12. NOTICES.** Any notices which either party may desire to give to
10 the other party under this Agreement must be in writing and may be given either by (i)
11 personal service, (ii) delivery by a reputable document delivery service, such as but not
12 limited to, Federal Express, that provides a receipt showing date and time of delivery,
13 or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt
14 requested, addressed to the address of the party as set forth below or at any other
15 address as that party may later designate by Notice. Notice shall be effective upon
16 delivery to the addresses specified below or on the third business day following deposit
17 with the document delivery service or United States Mail as provided above.

18 To City: City of Temecula
19 Mailing Address:
20 P.O. Box 9033
21 Temecula, California 92589-9033
22 43200 Business Park Drive
23 Temecula, California 92590
24 Attention: City Manager

25 To County: County of Riverside
26 3499 10th Street, Suite 100
27 Riverside, California 92501
28 Attention: County Librarian

13. **ASSIGNMENT.** County shall not assign the performance of this
Agreement, nor any part thereof, nor any monies due hereunder, without prior written

1 consent of City. Upon termination of this Agreement, County's sole compensation shall
2 be payment for actual services performed up to, and including, the date of termination
3 or as may be otherwise agreed to in writing between the City Council and County.

4 **14. LICENSES.** At all times during the term of this Agreement, County
5 shall have in full force and effect, all licenses required of it by law for the performance
6 of the services described in this Agreement.

7 **15. GOVERNING LAW.** City and County understand and agree that
8 the laws of the State of California shall govern the rights, obligations, duties and
9 liabilities of the parties to this Agreement and also govern the interpretation of this
10 Agreement. Any litigation concerning this Agreement shall take place in the municipal,
11 superior, or federal district court with geographic jurisdiction over the City of Temecula.
12 In the event such litigation is filed by one party against the other to enforce its rights
13 under this Agreement, the prevailing party, as determined by the Court's judgment,
14 shall be entitled to reasonable attorney fees and litigation expenses for the relief
15 granted.

16 **16. PROHIBITED INTEREST.** No officer, or employee of the City of
17 Temecula shall have any financial interest, direct or indirect, in this Agreement, the
18 proceeds thereof, the County, or County's sub-contractors for this project, during
19 his/her tenure or for one year thereafter. The County hereby warrants and represents
20 to City that no officer or employee of the City of Temecula has any interest, whether
21 contractual, non-contractual, financial or otherwise, in this transaction, or in the
22 business of the County or County's sub-contractors on this project. County further
23 agrees to notify City in the event any such interest is discovered whether or not such
24 interest is prohibited by law or this Agreement.

25 **17. ENTIRE AGREEMENT.** This Agreement contains the entire
26 understanding between the parties relating to the obligations of the parties described in
27 this Agreement. All prior or contemporaneous agreements, including Agreement for
28 Library Operations Services at the Temecula Public Library between the City of

1 Temecula and the County of Riverside dated November 14, 2006, understandings,
2 representations and statements, oral or written, are merged into this Agreement and
3 shall be of no further force or effect. Each party is entering into this Agreement based
4 solely upon the representations set forth herein and upon each party's own
5 independent investigation of any and all facts such party deems material.

6 **18. AUTHORITY TO EXECUTE THIS AGREEMENT.** The person or
7 persons executing this Agreement on behalf of County warrants and represents that he
8 or she has the authority to execute this Agreement on behalf of County and has the
9 authority to bind County to the performance of its obligations hereunder.

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19. **NO THIRD PARTY BENEFICIARIES.** No person or entity shall be deemed to be a third party beneficiary hereof, and nothing in this Agreement (either express or implied) is intended to confer upon any person or entity, other than County, City, and their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF TEMECULA

COUNTY OF RIVERSIDE

Ron Roberts, Mayor

Bob Buster
Chair, Board of Supervisors

Attest:

Attest:
Clerk to the Board of Supervisors

Susan W. Jones, MMC, City Clerk

Deputy

Approved As to Form:

Approved As to Form:

Pamela Walls
County Counsel

Peter M. Thorson, City Attorney

Deputy County Counsel

1 EXHIBIT A

2
3 SERVICES AND TASKS TO BE PERFORMED

4
5 All the following services, duties and tasks described in this Exhibit A shall be
6 performed with regard to the Temecula Public Library, located at 30600 Pauba Road,
7 Temecula, CA 92592.

8 1. **STAFFING.**

9
10 A. **Library Staff.** County shall provide an adequate number of professional
11 library staff persons for the efficient and effective operations of the Temecula Public
12 Library. County shall have the authority to hire the Temecula Public Library staff. City
13 and County may review and alter the number and classification of staff persons from
14 time to time for the effective operation of the Temecula Public Library. In the event that
15 City is dissatisfied with the performance of a library staff employee, City and County
16 shall work together to resolve the matter in a manner that is mutually acceptable.

17
18 County currently provides library staff and library services through a separate
19 agreement with Library Systems and Services, Inc. ("LSSI"). City acknowledges and
20 agrees that staff and other services shall be provided to the Temecula Public Library
21 through the County's agreement with its contractor.

22
23 The Temecula Public Library Manager and the Temecula Community Services Director
24 or his or her designee shall meet regularly to exchange information, pertaining to the
25 day to day operation of the library, including but not limited to maintenance and
26 custodial issues, information systems, library supply needs, Friends of the Temecula
27 Library and to provide status updates regarding the library and facility operations of the
28

1 Temecula Public Library. Issues pertaining to library policy and library contracts and
2 agreements shall be referred to the Zone Manager for the Mid-South Zone.

3
4 **B. Technology Homework Center.** County shall provide a three-tenths
5 (0.3) full-time equivalent employee to provide assistance in the Technology Homework
6 Center. The Technology Homework Center's employee(s) shall be classified as
7 referenced in the Joint Use Cooperative Agreement between the County of Riverside,
8 the Temecula Valley Unified School District ("TVUSD") and the City of Temecula for
9 the Joint Use of Facilities Located at the Temecula Public Library, dated March 18,
10 2003. County shall work with the TVUSD and City to provide, as necessary, additional
11 employees, volunteers and resources for students in the Technology Homework
12 Center.

13 **C. Technology Systems.** City shall provide adequate staff persons to
14 maintain and operate the technology systems, including, but not limited to, computers,
15 Radio Frequency Identification ("RFID") equipment and systems, copiers, telephones,
16 wireless networks, and teleconference equipment.

17 **D. Maintenance.** City shall provide adequate staff persons to provide
18 janitorial services, landscape maintenance and building maintenance for the Temecula
19 Public Library.

20 **2. OPERATING HOURS.**

21 The Temecula Public Library shall operate at least sixty three (63) hours per
22 week. The days and hours of operations shall be as follows:

23 Monday – Thursday 10:00 a.m. to 9:00 p.m.

24 Friday 10:00 a.m. to 6:00 p.m.

25 Saturday 10:00 a.m. to 5:00 p.m.

26 Sunday 1:00 p.m. to 5:00 p.m.

27 The Temecula Public Library shall observe a holiday schedule mutually agreed
28 upon by the City and County.

1 **3. SECURITY SYSTEMS.**

2 **A. Key Cards.** City shall administer proximity key cards that provide door
3 access and support various levels of security to the Temecula Public Library. These
4 key cards shall be issued by City's Information Systems ("IS") Department.

5 **B. Radio Frequency Identification.** City shall maintain and support a
6 Radio Frequency Identification ("RFID") system, which is the Temecula Public Library's
7 book security and inventory system.

8 **4. TECHNOLOGY SERVICES.**

9 **A. Patron LAN and Wireless LAN.** City's IS Department shall equip,
10 maintain and support the Patron Local Area Network ("LAN") and the Wireless LAN.

11 **B. Administrative LAN.** The Administrative LAN shall be maintained and
12 supported by Library Systems and Services, Incorporated (LSSI).

13 **C. Firewall Separation.** City shall maintain firewall separation of the Patron
14 LAN, Wireless LAN and Administrative LAN.

15 **D. LSSI will notify the City Information Systems (IS) staff not less than ten**
16 **(10) days in advance of any planned changes to Library automation / technology**
17 **support service availability. LSSI will make every effort to notify the City IS staff as**
18 **soon as possible of any immediate situations that require a system reset or that will**
19 **impact the Temecula Public Library user community.**

20 **5. AUTHENTICATION SERVICES.**

21 **A. Wireless Authentication.** City shall provide wireless authentication
22 consistent with other automated systems within the library.

23 **B. Library Patron Authentication.** Library patrons shall be authenticated
24 by the Comprise Smart Access Management ("Comprise SAM") System or comparable
25 system. The Temecula Library system shall enable patrons to easily manage their
26 accounts, including adding funds with a credit card through the Internet, at a library
27 kiosk, or through a Temecula Public Library librarian or cashier.

28 **6. COMMERCIAL CARRIER SERVICES.**

1 **A.** The Temecula Public Library shall access the Internet with broadband
2 internet circuit which will support the Wireless LAN and the Patron LAN.

3 **B.** The Administrative LAN shall be supported by an LSSI provisioned
4 broadband internet circuit.

5 **7. VOICEMAIL SERVICES.** City shall provide and support voicemail accounts and
6 respond to the Temecula Public Library Branch Manager's request for any telephone
7 additions or changes to users in the Voice over Internet Phone ("VOIP") system. The
8 Temecula Public Library telephones shall be answered by a live library staff member or
9 system approved by City during the Temecula Public Library's operational hours.

10 **8. LICENSING SERVICES.**

11 **A. Patron LAN and Wireless LAN.** Software license products shall be
12 purchased, updated, and maintained by City when used on either the Patron LAN or
13 the Wireless LAN.

14 **B. Administrative LAN.** Software license products shall be purchased and
15 maintained by LSSI on the Administrative LAN.

16 **9. INTERNET SERVICES.** City shall maintain and support the Temecula Public
17 Library's Internet domain temeculalibrary.org. Internet usage at the Temecula Public
18 Library shall be in compliance with the County Library's Internet Usage Policy. Content
19 filtering shall be supported by a Children's Internet Protection Act ("CIPA") compliant
20 content filtering system.

21 **10. ON-GOING COLLECTIONS DEVELOPMENT.**

22 **A. Annual Collections Development.** County shall provide collections
23 development for the Temecula Public Library on an annual basis.

24 **B. Invoicing Required.** County shall provide copies of invoices to City
25 evidencing the total value of the volumes purchased for the Temecula Public Library
26 collection. Invoicing shall include the cost of the volume and all processing by
27 County's third party procurement company. Invoices shall be submitted as collection
28 materials are received and inventoried to the collection.

1 **C. Collections Maintenance.** County shall provide maintenance of the
2 Temecula Public Library's collections consistent with professional library practices.
3 This shall include, but not be limited to, procurement, processing, mending and de-
4 Accessioning of the collections. The Temecula Public Library's collections shall be
5 developed in accordance with the materials selection policy adopted by the Riverside
6 County Board of Supervisors.

7 **11. FURNITURE, FIXTURES AND EQUIPMENT.**

8 **A. Ownership by City.** City shall own all furniture, fixtures, and equipment
9 in the Temecula Public Library, except for the LSSI equipment that support the
10 following:

- 11 i. Administrative LAN;
- 12 ii. SIP2 protocol equipment;
- 13 iii. Microsoft Windows servers that support Domain Naming System
14 (DNS);
- 15 iv. The domain controller for caching administrative staff
16 authentication credentials;
- 17 v. Microsoft Client Access License (CAL) for Office Suite and
18 Exchange Email.

19 **B. Maintenance by City.** City shall be responsible for the maintenance,
20 repair and replacement of the furniture, fixtures and equipment, except for the LSSI
21 equipment, as necessary and determined by City.

22 **C. Maintenance by County.** County shall be responsible for the
23 maintenance, repair and replacement of the LSSI equipment used for supporting
24 LSSI staff functions.

25 **12. UTILITIES.** All utilities shall be recorded in City's name. City shall be
26 responsible for the payment of all utilities costs, including electricity, gas, water, and
27 telephone services, associated with the operations of the Temecula Public Library.

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1 **13. FEES AND FINES.**

2 **A. City Property.** All fees and fines shall be the property of City. Fees and
3 fines for overdue, lost or damaged materials, printing and copying services and
4 facilities and equipment rentals shall be consistent with City fee schedules.

5 Upon request by County and accompanied by appropriate documentation, City shall
6 remit to County the fines for lost and damaged materials. County shall use said funds
7 to replace lost and damaged materials in the City's collections. Any fines collected by
8 the Temecula Public Library for collections belonging to another library shall be used
9 by County to replace that library's materials. County shall maintain a system that
10 clearly delineates the original ownership of the lost or damaged materials.

11 County shall request the fines for lost and damaged materials not less than once per
12 fiscal year and not more frequently than once per quarter.

13 **B. Collection of Fees and Fines.** Fees and fines shall be collected by
14 LSSI staff. County shall remit all fees and fines to City for reconciling documentation
15 purposes.

16 **C. Software for Fees and Fines.** City shall provide and maintain software
17 consistent with other City systems for the receipting and reconciling of fees and fines.

18 **D. Fees for Printing.** City shall determine the fees for printing and copying.

19 **14. FACILITY RENTALS.**

20 **A. Development of Rental Policy.** City shall develop a Temecula Public
21 Library facilities rental policy ("Rental Policy") that includes, but is not limited to,
22 information regarding the areas within the Temecula Public Library available for rental
23 purposes, the equipment available for rental, the rental fees, and the reservation
24 procedures. The Rental Policy shall also set forth which library patrons receive priority
25 for rental areas.

26 **B. Administration of Rental Policy.** County shall administer City's Rental
27 Policy, assist in the preparation of the rental areas, including but not limited to setting
28 up and taking down tables and chairs, collecting required deposits, rental forms, proof

1 of insurance, and other required documentation, and remit any rental-related
2 documentation to City. County shall remit all rental fees to City on a daily basis with
3 reconciling documentation.

4 **C. Rental Fee Software.** City shall provide and maintain software
5 consistent with other City systems for the receipting and reconciling of rental fees.

6 **15. TECHNOLOGY HOMEWORK CENTER.** City shall determine and schedule any
7 computer classes provided in the Technology Homework Center other than those
8 provided by the Temecula Valley Unified School District. City shall work with County to
9 ensure that such scheduling of computer classes does not conflict with other programs
10 or staffing needs. Classes may be provided by contracted instructors, library staff or
11 City staff.

12 **16. LIBRARY MATERIALS DISTRIBUTION TO SCHOOL DISTRICT.**

13 **A. TVUSD Distribution Site.** County shall add the Temecula Valley Unified
14 School District ("TVUSD") as a daily distribution site for library materials requested by
15 students or TVUSD staff through the Internet.

16 **B. Distribution System.** County shall develop a distribution system with
17 the TVUSD to check-out, check-in, and account for all library materials distributed
18 through this distribution system. County shall work with the TVUSD Library Media
19 Specialist to develop a check-out and check-in process at the TVUSD that is integrated
20 with the County system to track the distribution of and protect the Temecula Public
21 Library's collections.

22 **17. WIRELESS TELEPHONE USAGE.** County staff persons shall enforce the
23 following policy regarding wireless telephone usage at the Temecula Public Library.
24 Wireless telephone usage shall be limited to the following specific areas within and
25 around the Temecula Public Library:

- 26 • Inspiration Garden
- 27 • Front courtyard
- 28 • Parking lot

- Staff offices and staff lounge
- Study rooms

18. FOOD AND BEVERAGES.

A. Concessions. City may operate a concessions operation within the Temecula Public Library. All revenues and expenditures associated with the concessions cart shall be City's responsibility.

B. Designated Areas for Food Consumption. City may permit food and beverages to be consumed in all Temecula Public Library common areas, staff offices, staff lounge, and the garden.

19. LIBRARY TAX CREDIT. City's Library Tax Credit shall be used to offset County library services for the basic forty (40) hours per week at the Temecula Public Library and the basic forty (40) hours per week, including maintenance at the Grace Mellman Library located at 41000 County Center Drive, Temecula, California.

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