

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

133



FROM: Economic Development Agency

SUBMITTAL DATE:

June 16, 2011

SUBJECT: Approval of Memorandum of Understanding with the City of Menifee for Library Development Impact Fees Fund

RECOMMENDED MOTION: That the Board of Supervisors approve and authorize the Chairman of the Board to sign the Memorandum of Understanding with the City of Menifee for Library Developer Impact Fees fund.

BACKGROUND: The City of Menifee is a member of the Riverside County Library System. Upon incorporation, the city adopted the County Development Impact Fees (DIF) set out in Riverside County Ordinance No. 659, including a specific DIF for "Library Books". The city is entitled to such DIF since October 1, 2008, the date of incorporation. The Library Book DIF must be used for books and other library materials that benefit those from whom the fees are collected, i.e. new development within Areas 16 and 17 as set out in Ordinance 659. The city and county wish to provide for the use of such fees for such benefit.

Attachment:
Memorandum of Understanding

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA

Current F.Y. Total Cost:	\$ 0	In Current Year Budget:	No
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: City of Menifee

Positions To Be Deleted Per A-30	<input type="checkbox"/>
Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE

BY:

County Executive Office Signature Jennifer L. Sargent

FORM APPROVED COUNTY COUNSEL BY: NEAL R. KIPNIS DATE: 6/13/11 Departmental Concurrence

- Dept Recomm.: Consent
- Per Exec. Ofc.: Consent
- Policy
- Policy

Prev. Agn. Ref.: N/A

District: 3

Agenda Number:

3.34

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

1 **MEMORANDUM OF UNDERSTANDING (MOU)**
2 **BETWEEN**
3 **THE COUNTY OF RIVERSIDE**
4 **AND**
5 **THE CITY OF MENIFEE**

6 Now, therefore, in consideration of the mutual covenants and conditions set forth herein,
7 the parties agree as follows:

8 1. TERM. This MOU shall commence on the date this MOU is fully executed by
9 both parties and remain and continue in effect until terminated by either party upon 30 days prior
10 written notice to the other.

11 2. REIMBURSEMENT/USE OF LIBRARY BOOK DIF.

12 a. The City agrees to reimburse the County for the actual cost of library
13 materials for the Menifee Branch Library. Such materials shall be and remain the property of
14 City used by the County in the same manner as all other library materials. In the event that the
15 City of Menifee withdraws from the County Library System, these materials shall remain the
16 property of the City. This provision shall survive termination of this MOU.

17 b. The amount of the reimbursement shall be limited to funds available in the
18 City of Menifee Developer Impact Fee (DIF) – Library Fund. City is not obligated for any
19 additional amounts.

20 c. County shall invoice City quarterly for items purchased under this MOU.
21 Such invoices shall include sufficient documentation for the City to identify the type and
22 quantity of materials purchased and to confirm location in the Menifee Branch Library. City
23 shall pay approved invoices in 30 days from date of invoice from Library Book DIF.

24 3. CATEGORIES OF PURCHASES. The Library Book DIF shall be used to
25 purchase library books, periodicals, electronic media delivery devices, audio/visual materials,
26 and any other library materials selected by Menifee Library Branch Managers. At the time of
27 County's billing to City, a list of the materials purchased shall be provided. In the event City
28 staff believes such items do not meet the definition of "materials," the City shall meet and confer

1 with the library branch manager and/or County Librarian. Such review shall not be used for
2 censorship of materials purchased.

3 a. LOCATION OF MATERIALS PURCHASED: All materials initially
4 shall be provided to the Menifee Branch Library, subject only to reciprocal borrowing rights
5 through the inter-library loan system.

6 4. RECORDS. County shall maintain records of all materials purchased hereunder
7 for at least 5 years.

8 5. INDEMNIFICATION: County shall indemnify, defend and hold harmless City,
9 its officers, agents and employees, from and against any claims, demands, liabilities, challenges,
10 or costs (including but not limited to attorneys and expert fees) arising or alleged to arise as a
11 result of County's actions or failure to act hereunder, including but not limited to the types and
12 nature of the materials selected.

13 6. MISCELLANEOUS: This MOU may be amended only in writing signed by both
14 parties. No waiver of any term or condition of this MOU shall be a continuing waiver thereof.
15 In the event of any proceeding to enforce or interpret this MOU, the prevailing party will be
16 entitled to reasonable attorney's fees and costs as determined by the court.

1 County Counsel has reviewed and approved this agreement.

2 **IN WITNESS WHEREOF**, the parties have caused this MOU to be executed this 14th day of
3 June, 2011.

4 **COUNTY OF RIVERSIDE**

CITY OF MENIFEE

7 By: _____

By: _____

8 Bob Buster, Chairman
9 Board of Supervisors

Bill Rawlings
City Manager

11 **ATTEST:**

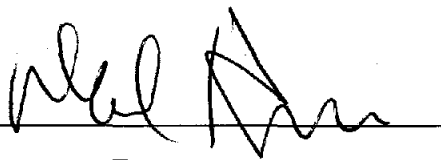
12 Kecia Harper-Ihem
13 Clerk of the Board

16 By: _____

17 Deputy

19 **APPROVED AS TO FORM AND CONTENT:**

20 PAMELA J. WALLS
21 County Counsel

24 By:  _____

25 Deputy

27 DATED: _____