

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



915

**FROM:** Economic Development Agency

**SUBMITTAL DATE:**

November 10, 2011

**SUBJECT:** Amendment to the Agreements with the City of Palm Desert for Additional Library Services

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Ratify and approve the Tenth Amendment to the Agreement to Provide Library Services (Additional Staff) with the City of Palm Desert and the County of Riverside Library System for Fiscal Years 2011-2012;
2. Ratify and approve the Seventh Amendment to the Agreement to Provide Library Services (Additional Hours) with the City of Palm Desert and the County of Riverside Library System for Fiscal Years 2011-2012; and
3. Authorize the Chairman of the Board of Supervisors to execute the Amendments to the Agreements.

**BACKGROUND:** (Commences on Page 2)

Robert Field  
Assistant County Executive Officer/EDA

<b>FINANCIAL DATA</b>	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:** N/A

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

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

BY:   
Jennifer V. Sargeny

**County Executive Office Signature**

COUNTY OF RIVERSIDE  
 ECONOMIC DEVELOPMENT AGENCY  
 1031  
 DEPARTMENTAL CONCURRENCE

Dept't Recomm.:  Consent  Policy  
 Per Exec. Ofc.:  Consent  Policy

Prev. Agn. Ref.: 3.20 of 6/23/09, 3.25 of 9/18/07

District: 4

Agenda Number: **3.6**

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

**BACKGROUND:**

In March 1998, the City of Palm Desert and County of Riverside entered into an agreement for library services. Since that initial agreement, the City of Palm Desert has elected to fund additional library services through these two amended agreements to provide additional staff and additional hours of operation. Employees funded through the agreements are employed and supervised by LSSI, pursuant to LSSI's contract with the County to operate the County Library System.

LSSI will continue to invoice the City of Palm Desert directly for the cost of these additional services. The County Librarian will oversee the agreements. These amended agreements with Palm Desert maintain County Library Services through June 30, 2012.

**TENTH AMENDMENT TO AGREEMENT TO PROVIDE LIBRARY SERVICES**

**(Additional Staff)**

**COUNTY OF RIVERSIDE - RIVERSIDE COUNTY LIBRARY SYSTEM**

**and the CITY OF PALM DESERT**

**(Fiscal Years 2011-2012)**

WHEREAS, the County of Riverside, Riverside County Library System ("County") and the City of Palm Desert ("City") and contract administer for County, Library Systems and Services, LLC ("LSSI"), have entered into an agreement effective March 3, 1998 to provide library services (Additional Staff) ("Agreement"), as amended. The parties wish to further amend the Agreement effective July 1, 2011.

NOW THEREFORE, the parties agree as follows:

A. Section 1. RESPONSIBILITY OF THE PARTIES is amended as follows:

1. Sub-section 1.1 – Services Performed by County: is amended in the first sentence to read as follows:

"The County shall provide the following staff: one (1) Events/Volunteer Coordinator, one (1) part-time Computer Instructor/Lab Technician, one (1) Reference Librarian, one (1) Young Adult Librarian, and one (1) Receptionist / Library Assistant for the Palm Desert Library for the term of the contract as set forth in Section 4.2, as amended."

B. Section 4.2 Term is amended to add the following paragraph to the end of the existing section, as amended:

"The term of this Agreement is extended, and shall include the time period from July 1, 2011 through June 30, 2012. City or County may terminate this Agreement, as amended, for no cause, on the giving of thirty (30) days written notice to the other party."

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

1 IN WITNESS WHEREOF, County and City have caused this Tenth Amendment to be  
2 duly executed by the parties hereto:

3  
4 **CITY OF PALM DESERT**

**COUNTY OF RIVERSIDE**

5  
6  
7 By:   
8 Jean M. Benson, Mayor


By: \_\_\_\_\_  
Bob Buster, Chairman  
Board of Supervisors

9  
10 **ATTEST:**

11 Rachelle D. Klassen  
12 City Clerk

**ATTEST:**

Kecia Harper-Ihem  
Clerk of the Board

13 By:   
14 Clerk

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

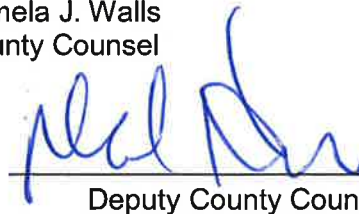
15  
16 **APPROVED AS TO FORM AND CONTENT:**

17 City Attorney

**APPROVED AS TO FORM AND CONTENT:**

18 Pamela J. Walls  
19 County Counsel

20 By:   
City Attorney

By:   
Deputy County Counsel

21 **LIBRARY SYSTEMS AND SERVICES, LLC**

22  
23 By:   
24 Mark Smith, Deputy Administrator

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Riverside }

On October 18, 2011 before me, M. G. Martinez, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Robert A. Spiegel  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature: [Handwritten Signature]  
Signature of Notary Public

Place Notary Seal Above

## OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

### Description of Attached Document

Title or Type of Document: Contract No. C141610 Library Services (Additional)  
 Document Date: FY 2011-2012 Number of Pages: 2 pgs. Staff

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Individual  
 Partner —  Limited  General  
 Attorney in Fact  
 Trustee  
 Guardian or Conservator  
 Other: \_\_\_\_\_  
 Signer Is Representing: \_\_\_\_\_



Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Individual  
 Partner —  Limited  General  
 Attorney in Fact  
 Trustee  
 Guardian or Conservator  
 Other: \_\_\_\_\_  
 Signer Is Representing: \_\_\_\_\_



**SEVENTH AMENDMENT TO AGREEMENT TO PROVIDE LIBRARY SERVICES  
(Additional Hours)**

**COUNTY OF RIVERSIDE - RIVERSIDE COUNTY LIBRARY SYSTEM  
and the CITY OF PALM DESERT  
(Fiscal Years 2011 – 2012 and 2012 – 2013)**

WHEREAS, the County of Riverside, Riverside County Library System ("County"), the City of Palm Desert ("City") and contract administrator for the County, Library Systems and Services, LLC, ("LSSI"), entered into an agreement effective July 1, 2000, to provide library services (additional hours) ("Agreement"), as amended. The parties wish to further amend the Agreement effective July 1, 2011.

NOW, THEREFORE, the parties agree as follows:

A. Section 1.2 City Payment for Additional Hours is amended to read as follows: "City shall pay for the additional hours at the rate of \$236.50 per hour, at an amount not to exceed ninety thousand dollars (\$90,000.00)" for the term of the contract as set forth in section 4.2, as amended.

B. Section 4.2 Term is amended to add the following paragraph to the end of the existing section, as amended.

"The term of this Agreement is extended, and shall include the time period from July 1, 2011 through June 30, 2012. City or County may terminate this Agreement, as amended, for no cause, on the giving of thirty (30) days written notice to the other party."

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

///  
///  
///  
///

1 IN WITNESS WHEREOF, County and City have caused this Seventh Amendment to be  
2 duly executed.

3  
4 **CITY OF PALM DESERT**

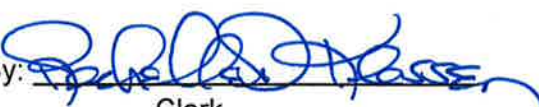
**COUNTY OF RIVERSIDE**

5  
6  
7 By:   
8 Pa Mayor, Jean M. Benson

By: \_\_\_\_\_  
Bob Buster, Chairman  
Board of Supervisors

9  
10 **ATTEST:**  
11 Rachelle D. Klassen  
12 City Clerk

**ATTEST:**  
Kecia Harper-Ihem  
Clerk of the Board

13  
14 By:   
15 Clerk

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

16  
17 **APPROVED AS TO FORM AND CONTENT:**  
18 City Attorney

**APPROVED AS TO FORM AND CONTENT:**  
Pamela J. Walls  
County Counsel

19  
20 By:   
21 City Attorney

By:   
Deputy County Counsel

22 **LIBRARY SYSTEMS AND SERVICES, LLC**

23  
24 By:   
25 Mark Smith, Deputy Administrator

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Riverside

On October 18, 2011 before me, M.G. Martinez, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Robert A. Spiegel  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal Above

Signature: [Handwritten Signature]  
Signature of Notary Public

## OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

### Description of Attached Document

Title or Type of Document: Contract No. C18027 Library Services (Additional)

Document Date: FY 2011-2012 Number of Pages: 2 Pgs. Hours

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_ Signer's Name: \_\_\_\_\_

Corporate Officer — Title(s): \_\_\_\_\_  Corporate Officer — Title(s): \_\_\_\_\_

Individual  Partner —  Limited  General  Individual  Partner —  Limited  General

Attorney in Fact  Attorney in Fact

Trustee  Trustee

Guardian or Conservator  Guardian or Conservator

Other: \_\_\_\_\_  Other: \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_ Signer Is Representing: \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_

