

649



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

FROM: Economic Development Agency

SUBMITTAL DATE:
July 19, 2012

SUBJECT: Third Amendment to the Contract with Library Systems and Services, LLC for Provision of County Library Services

RECOMMENDED MOTION: That the Board of Supervisors ratify and authorize the Chairman of the Board to sign the attached third amendment to the agreement with Library Systems and Services, LLC, for the provision of County library services.

BACKGROUND: Since July 1, 1997, the Riverside County Library System has been operated under an agreement with Library Systems and Services, LLC (LSSI). The County and LSSI are currently negotiating a new agreement. The second amendment expired June 30, 2012 and both parties are still at the table negotiating. This third amendment with LSSI maintains County library services for three months (through September 30, 2012) with month to month extensions allowed through January 31, 2013.

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 7,270,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2012/13

COMPANION ITEM ON BOARD OF DIRECTORS AGENDA: No

SOURCE OF FUNDS: County Library Fund 93.1% and Western County Library Book Funds 6.9%	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

FISCAL PROCEDURES APPROVED
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER
 BY: Samuel Wong 7/23/12
 SAMUEL WONG
 DATE: 7/23/12
 Departmental Concurrence
 NEAL R. KIPNIS
 FORM APPROVED COUNTY COUNSEL
 BY: [Signature] 7/12/12

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

Prev. Agn. Ref.: 3.40 of 6/28/11

District: ALL

Agenda Number:

3.12
EDA 11a-F11
11 (Rev 09/2010)

**THIRD AMENDMENT TO CONTRACT FOR RIVERSIDE COUNTY
LIBRARY SYSTEM ADMINISTRATION
(Fiscal Year 2012-2013 Partial)**

Whereas, effective September 16, 2010, the County of Riverside ("COUNTY") and Library Systems & Services, LLC ("CONTRACTOR") entered into the Contract for Riverside County Library System Administration ("Agreement"), for the administration of library services through June 30, 2011; and the First and Second Amendments to the Agreement extended the term through June 30, 2012. COUNTY and CONTRACTOR now agree to further extend the Agreement effective July 1, 2012.

Now and therefore, COUNTY and CONTRACTOR agree as follows:

1. The terms of the Agreement will remain the same and in effect except as specified in this amendment.

2. Term Extension: The term of the Agreement shall be extended through September 30, 2012. After that date, the term of the Agreement may be further extended, at the option of COUNTY, on a monthly basis pursuant to a letter sent to LSSI from Robert D. Field, Assistant County Executive Officer/EDA. In no case shall the Agreement be extended beyond January 31, 2013. This section shall supersede and replace any other term or period of performance provisions stated in the Agreement (including the First and Second Amendments). Further notice of termination of the Agreement shall not be required beyond what is stated in this section.

3. Payment: The payment terms for this contract extension shall be as stated in Attachment A.

4. COUNTY requires development of a new master agreement that addresses any outstanding and other issues, rather than revising the current Agreement through continuing amendments. Immediately after signature of this amendment by both parties, the parties agree to immediately work together to address these issues and complete a new agreement. The parties agree their firm goal is to have the new agreement completed no later than 100 days after signature of this amendment by both parties, and then submitted to the COUNTY Board of Supervisors for approval. This date is critical in light of the maximum possible extended term of the Agreement for only seven months, after which time the Agreement will be terminated if a new agreement has not been approved.

5. Foundation: The original 1997 agreement established a Foundation for the benefit of the Riverside County Library System known as the "Riverside County Library Foundation". To date, this Foundation has been operated on a minimal level by both

CONTRACTOR and COUNTY. The parties have agreed the Foundation shall be immediately transferred to the full control and operation of COUNTY; and that CONTRACTOR shall have no further role in the control or operation of the Foundation. CONTRACTOR shall fully cooperate with COUNTY in this transfer, including but not limited to prompt: (a) compliance with all reasonable requests from COUNTY to provide documents, information or other assistance necessary to accomplish this transfer; and (b) actions to remove or replace CONTRACTOR directors or officers currently in place with the Foundation.

COUNTY OF RIVERSIDE

CONTRACTOR

Library Systems and Services, L.L.C.

By: _____

John Tavaglione

Chairman, Board of Supervisors

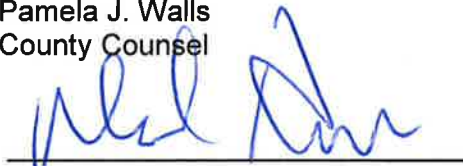
By: 

Name: Ronald A. Dubberly

Title: Chief Executive Officer

APPROVED AS TO FORM:

Pamela J. Walls
County Counsel



Deputy

ATTEST:

Kecia Harper-Ihem
Clerk of the Board

Deputy

ATTACHMENT A

LSSI shall invoice Riverside County for the cost of library operations on a month-to-month basis according to the following schedule:

Description of Services	Billed Amount
1) Daily library operations to manage (3) zones, including West, Mid-south, and Desert Zones	1/12 of amount for previous contract year
2) Data center services	1/12 of amount for previous contract year
3) Courier services	1/12 of amount for previous contract year
4) Automation services - Moreno Valley	1/12 of amount for previous contract year
5) Automation services - City of Murrietta	1/12 of amount for previous contract year
6) Automation services - College of Desert	1/12 of amount for previous contract year
7) La Quinta Museum	1/12 of amount for previous contract year
8) DIF Fund - Mid/South/West Zones	Cost reimbursable up to \$100,000, plus \$5/item processed
9) Opening Collection - Mead Valley	Cost reimbursable up to an additional \$250,000 beyond that in 2011-12 year, plus \$5/item processed
10) Opening Collection - Cabazon	Cost reimbursable up to \$150,000, plus \$5/item processed.

APD
10 July 2012