

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

219



**FROM:** Economic Development Agency

**SUBMITTAL DATE:**  
July 24, 2014

**SUBJECT:** Approval of Memorandum of Understanding with the City of Wildomar for Library Development Impact Fees Fund, District 1/District 1, [\$194,948], City of Wildomar 83.3%, County Library Fund 16.7%

**RECOMMENDED MOTION:** That the Board of Supervisors approve and authorize the Chairman to sign the Memorandum of Understanding with the City of Wildomar for Library Development Impact Fees Fund.

**BACKGROUND:**  
Summary

The City of Wildomar 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" until a fee program unique to the city's needs could be established. The city is entitled to such DIF since July 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.

(Continued)

*[Signature]*

Robert Field  
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 97,474	\$ 48,737	\$ 194,948	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

<b>SOURCE OF FUNDS:</b> City of Wildomar 83.3%, County Library Fund 16.7%	<b>Budget Adjustment:</b> No
	<b>For Fiscal Year:</b> 2014/15-2023/24

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

APPROVE

BY:

*[Signature]*  
Rohini Dasika

**County Executive Office Signature**

**MINUTES OF THE BOARD OF SUPERVISORS**

FISCAL PROCEDURES APPROVED  
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER  
 BY: *[Signature]* 7/22/14  
 Susana Garcia-Bocanegra  
 Departmental Concurrence  
 FORM APPROVED COUNTY COUNSEL  
 BY: *[Signature]* 7/16/14  
 NEAL R. KIPNIS  
 DATE

- ☐ A-30  
☐ 4/5 Vote  
☐ Positions Added  
☐ Change Order

Prev. Agn. Ref.: 3-13 of 1/29/13

District: 1/1

Agenda Number:

3-9

# UBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

Economic Development Agency

**FORM 11:** Approval of Memorandum of Understanding with the City of Wildomar for Library Development Impact Fees Fund, District 1/District 1, [\$194,948], City of Wildomar 83.3%, County Library Fund 16.7%

**DATE:** July 24, 2014

**PAGE:** 2 of 2

## **BACKGROUND:**

### **Summary**

On April 1, 2014, the City of Wildomar adopted a new DIF program that does not include a category for the collection of library books and materials for the Mission Trail Library. The MOU will remain in effect until the funds are exhausted.

The County of Riverside has an agreement with Library Systems and Services, LLC (LSSI) for operation of the Riverside County Library System. LSSI will select the new books and materials for the Mission Trail Library and submit an invoice to the county for reimbursement. According to the terms of the agreement, LSSI is entitled to a \$5.00 per item processing fee for new books, media and materials. The fee will be paid by the County Library Fund.

### **Impact on Citizens and Businesses**

This MOU will provide additional library books and materials for the residents of the City of Wildomar and the surrounding community.

### **Additional Fiscal Information:**

City of Wildomar "Library" DIF balance as of February 5, 2014	\$162,457
Estimated \$5 per item fee (20% of Library DIF funds)	\$ 32,491
Total	\$194,948

Schedule	Estimated
Year One – FY 2014/15	\$ 97,474
Year Two – FY 2015/16	\$ 48,737
Remaining Years 2016/17-2023/24	\$ 48,737
Total	\$194,948

There are no net county costs and no budget adjustment is required.

**MEMORANDUM OF UNDERSTANDING (MOU)**  
**BETWEEN**  
**THE COUNTY OF RIVERSIDE**  
**AND**  
**THE CITY OF WILDOMAR**

This Memorandum of Understanding ("MOU") is entered into by and between the COUNTY OF RIVERSIDE ("County") and the CITY OF WILDOMAR ("City"). The County and City may be individually or collectively referred to as a "party" or the "parties".

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

1. TERM. This MOU shall commence on the date this MOU is fully executed by both parties and remain and continue in effect until terminated by either party upon 30 days prior written notice to the other or when the balance of the City's Developer Impact Fee (DIF) – Library Fund has been exhausted.

2. REIMBURSEMENT/USE OF LIBRARY BOOK DIF.

a. The City agrees to reimburse the County for its actual cost of purchasing new library materials for the Mission Trail Library operated by the County and located within the City from its DIF – Library Fund. Library materials purchased with City DIF – Library Fund monies shall be and remain the property of City used by the County in the same manner as all other library materials. In the event that the City of Wildomar withdraws from the County Library System, these library materials purchased with City DIF – Library Funds shall remain the property of the City. This provision shall survive termination of this MOU.

b. The amount of reimbursement shall be limited to funds available in the City's DIF - Library Fund. City is not obligated for any additional amounts. The audited balance of the DIF Library Fund as of June 30, 2013 was \$143,702.08. The unaudited balance as of February 5, 2014 was \$162,457.08. Unaudited amounts will become available only after an audit has been performed.

c. County shall invoice City quarterly for new library materials purchased under this MOU. Such invoices shall include sufficient documentation for the City to identify

1 the type and quantity of library materials purchased and to confirm location in the Mission Trail  
2 Library. City shall pay approved invoices in 30 days from date of invoice from City's DIF -  
3 Library Fund.

4 3. CATEGORIES OF PURCHASES. The City's DIF - Library Fund shall be used  
5 to purchase library materials. Library materials mean books, periodicals, magazines, electronic  
6 media delivery devices, eBooks, iPads, audio/visual materials, and other similar items for use by  
7 library patrons selected by Mission Trail Library Branch Manager. Library materials do not  
8 include furniture, fixtures, or items that are for the exclusive use of library staff. At the time of  
9 County's billing to City, a list of the library materials purchased shall be provided. The County's  
10 billing will also include a signed statement that library materials were ordered following the  
11 Riverside County Library System Materials Selection Policy. The Policy has been reviewed and  
12 approved by the County's Board of Supervisors. In the event City staff believes such items do  
13 not meet the definition of "library materials," the City shall meet and confer with the library  
14 branch manager and County Librarian or Assistant County Executive Officer/EDA, or a  
15 designee, and use its best efforts to resolve this dispute. Such review shall not be used for  
16 censorship of materials purchased. Nonetheless, the City retains the absolute and sole discretion  
17 to determine whether an item is a "library material" eligible for reimbursement pursuant to this  
18 MOU.

19 a. LOCATION OF MATERIALS PURCHASED: All library materials  
20 initially shall be provided to the Mission Trail Library, subject only to reciprocal borrowing  
21 rights through the inter-library loan system.

22 4. RECORDS. County shall maintain records of all library materials purchased  
23 hereunder for at least 5 years.

24 5. IDEMNIFICATION. County shall indemnify, defend and hold harmless City, its  
25 officers, agents and employees, from and against any claims, demands, liabilities, challenges, or  
26 costs (including but not limited to attorneys and expert fees) arising or alleged to arise as a result  
27 of County's actions or failure to act hereunder, including but not limited to the types and nature  
28 of library materials selected.

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

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1 IN WITNESS WHEREOF, County and City have caused this MOU to be duly executed  
2 this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

3  
4 COUNTY OF RIVERSIDE:

CITY OF WILDOMAR:

5  
6 By: \_\_\_\_\_  
7 Jeff Stone, Chairman  
8 Board of Supervisors

By:   
Gary Nordquist, City Manager

9 ATTEST:  
10 Kecia Harper-Ihem  
11 Clerk of the Board

ATTEST:

12 By: \_\_\_\_\_  
13 Deputy

  
Debbie A. Lee, CMC, City Clerk

14 APPROVED AS TO FORM:  
15 Neal Kipnis  
16 County Counsel

APPROVED AS TO FORM:

17 By:   
18 Deputy County Counsel

  
Thomas D. Jex, City Attorney