

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

227



FROM: Economic Development Agency

SUBMITTAL DATE:
July 24, 2014

SUBJECT: Approval of Memorandum of Understanding with the City of Lake Elsinore for Library Development Impact Fees Fund, District 1/District 1, [\$48,000], City of Lake Elsinore 83.3%, County Library Fund 16.7%

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 Lake Elsinore for Library Development Impact Fees Fund.

BACKGROUND:
Summary

The City of Lake Elsinore desires to provide funding from their Library Development Impact Fees (DIF) Fund in the amount of \$20,000 for the Lake Elsinore Library and \$20,000 for the Lakeside Library through June 30, 2015. The Library DIF will be used to purchase new books and materials.

(Continued)

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	\$ 48,000	\$ 0	\$ 48,000	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS: City of Lake Elsinore 83.3%, County Library Fund 16.7%

Budget Adjustment: No
For Fiscal Year: 2014/15

C.E.O. RECOMMENDATION:

APPROVE

BY:
Rohini Dasika

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

FORM APPROVED BY COUNTY COUNSEL
BY: NEAL R. KIPNIS
DATE: 7/21/14

Departmental Concurrence

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

Prev. Agn. Ref.: 3-13 of 1/29/13 | **District:** 1/1 | **Agenda Number:**

3-10

SUBMITTAL 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 Lake Elsinore for Library Development Impact Fees Fund, District 1/District 1, [\$48,000], City of Lake Elsinore 83.3%, County Library Fund 16.7%

DATE: July 24, 2014

PAGE: 2 of 2

BACKGROUND:

Summary (Continued)

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 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 Riverside County Library Fund.

Impact on Citizens and Businesses

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

Additional Fiscal Information:

City of Lake Elsinore "Library" DIF through 6/30/15	\$40,000
Estimated \$5 per item fee (20% of Library DIF funds)	\$ 8,000
Total	\$48,000

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MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN
THE COUNTY OF RIVERSIDE
AND
THE CITY OF LAKE ELSINORE

This Memorandum of Understanding (“MOU”) is entered into by and between the COUNTY OF RIVERSIDE (“County”) and the CITY OF LAKE ELSINORE (“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 June 30, 2015 or until terminated by either party upon 30 days prior written notice to the other.

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 Lake Elsinore and Lakeside 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 Lake Elsinore 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 \$20,000 per library for a total of \$40,000. City is not obligated for any additional amounts.

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 the type and quantity of library materials purchased and to confirm location in the Lake Elsinore or Lakeside Library. City shall pay approved invoices in 30 days from date of invoice from City’s DIF - Library Fund.

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

15 a. LOCATION OF MATERIALS PURCHASED: All library materials
16 initially shall be provided to the Lake Elsinore or Lakeside Library, subject only to reciprocal
17 borrowing rights through the inter-library loan system.

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

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

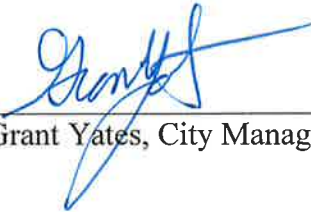
25 6. MISCELLANEOUS. This MOU may be amended only in writing signed by both
26 parties. No waiver of any term or condition of this MOU shall be a continuing waiver thereof. In
27 the event of any proceeding to enforce or interpret this MOU, the prevailing party will be entitled
28 to reasonable attorney's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

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 LAKE ELSINORE:

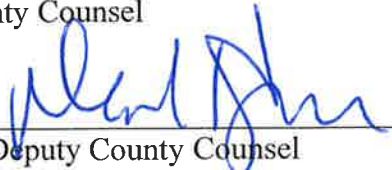
5
6 By: _____
7 Jeff Stone, Chairman
8 Board of Supervisors

By:  _____
Grant Yates, City Manager

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

12 By: _____
13 Deputy

14 APPROVED AS TO FORM:
15 Pamela J. Walls
16 County Counsel

17 By:  _____
18 Deputy County Counsel