

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

779



FORM APPROVED COUNTY COUNSEL  
 BY: GREGORY P. PRIAMOS DATE: 7/27/15

**FROM:** Economic Development Agency

**SUBMITTAL DATE:**  
August 6, 2015

**SUBJECT:** Approval of Memorandum of Understanding – Three Years, with the City of Lake Elsinore for Library Development Impact Fees Fund, District 1, [\$144,000], City of Lake Elsinore 83.3%, County Library Fund 16.7%

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

1. 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 per fiscal year through June 30, 2018. Effective July 1, 2015, the MOU will replace the previous MOU for Library DIF. The funds 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	\$ 48,000	\$ 144,000	\$ 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: 2015/16-  
2017/18

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

APPROVE

BY:   
Imelda Delos Santos

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

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

Prev. Agn. Ref.: 3-10 of 8/5/14 | District: 1 | Agenda Number:

3-21

FISCAL PROCEDURES APPROVED  
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER  
 BY: Susana Garcia-Bocanegra 8/4/15  
 Departmental Concurrence

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

Economic Development Agency

**FORM 11:** Approval of Memorandum of Understanding – Three Years, with the City of Lake Elsinore for Library Development Impact Fees Fund, District 1, [\$144,000], City of Lake Elsinore 83.3%, County Library Fund 16.7%]

**DATE:** August 6, 2015

**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 June 30, 2018	\$120,000
Estimated \$5 per item fee (20% of Library DIF funds)	\$ 24,000
Total	\$144,000

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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 July 1, 2015 and remain and continue in effect until June 30, 2018 or until terminated by either party with or without cause upon 30 days prior written notice to the other.

2. REIMBURSEMENT/USE OF LIBRARY BOOK DIF.

a. Subject to the limits in subsection b, below, 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 the lesser of \$20,000 or the actual cost incurred by County for purchasing new library materials in accordance with this MOU per library per fiscal year (July 1 through June 30) for a maximum total reimbursement amount not to exceed \$120,000. City is not obligated for any additional amounts.

1 c. County shall invoice City quarterly for new library materials purchased  
2 under this MOU. Such invoices shall include sufficient documentation for the City to identify  
3 the type and quantity of library materials purchased and to confirm location in the Lake Elsinore  
4 or Lakeside Library. City shall pay approved invoices in 30 days from date of invoice from  
5 City's DIF - Library Fund.

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

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

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

26 5. NOTICES. All correspondence and notices required or contemplated by this  
27 MOU, shall be delivered to the respective parties at the addresses set forth below and are deemed  
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1 submitted three days after being postmarked for deposit in the United States mail, postage  
2 prepaid:

3	COUNTY OF RIVERSIDE	CITY OF LAKE ELSINORE
4	Economic Development Agency	Attn: City Manager
5	Attn: Riverside County Library System	130 S. Main Street
6	3403 10 <sup>th</sup> Street, Suite 400	Lake Elsinore, CA 92530
	Riverside, CA 92501	

7 6. INDEMNIFICATION.

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

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

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

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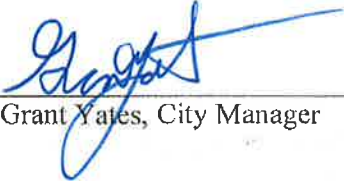
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IN WITNESS WHEREOF, County and City have caused this MOU to be duly executed this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

COUNTY OF RIVERSIDE:

CITY OF LAKE ELSINORE:

By: \_\_\_\_\_  
Marion Ashley, Chairman  
Board of Supervisors

By:   
Grant Yates, City Manager

ATTEST:  
Kecia Harper-Ihem  
Clerk of the Board

ATTEST:  
Virginia J. Bloom  
City Clerk

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

By:   
City Clerk

APPROVED AS TO FORM:  
Gregory P. Priamos  
County Counsel

APPROVED AS TO FORM:  
Leibold McClendon & Mann, PC

By:   
Deputy County Counsel  
Neal Kipnis

By:   
Barbara Leibold, City Attorney