

FORM APPROVED COUNTY COUNSEL
 BY: GREGORY P. PRIAMOS DATE

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

544



FROM: Economic Development Agency

SUBMITTAL DATE:
 September 13, 2016

SUBJECT: Agreement for Library Operations Services for the City of Temecula for 2 Years, District 3, [\$360,000], City of Temecula 100%

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and authorize the Chairman of the Board to sign the attached Agreement for Library Operations Services for the Temecula Public Library between the City of Temecula and the County of Riverside for Fiscal Years 2016/17 – 2017/18, with the option to extend the Agreement through 2021.
2. Authorize the Assistant County Executive Officer of the Economic Development Agency and/or his designee, based on the availability of funding and as approved by County Counsel to: (a) sign amendments that do not change the substantive terms of the Agreement; (b) to extend the Agreement term as authorized by this Form 11; (c) sign amendments to the revenue provisions that do not exceed up to a 10% increase.

Departmental Concurrence

BACKGROUND:
Summary

(Commences on Page 2)

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	\$ 180,000	\$ 180,000	\$ 360,000	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS: City of Temecula 100%
Budget Adjustment: No
For Fiscal Year: 2016/17-2017/18

C.E.O. RECOMMENDATION:

APPROVE

BY:
 Rohini Dasika

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

Prev. Agn. Ref.: 3-16 of 6/14/11

District: 3

Agenda Number:

3-19

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

Economic Development Agency

FORM 11: Agreement for Library Operations Services for the City of Temecula for 2 Years, District 3, [\$360,000], City of Temecula 100%

DATE: September 13, 2016

PAGE: 2 of 2

BACKGROUND:

Summary

Since its opening on December 14, 2006, the Temecula Public Library has been operated by the Riverside County Library System. This agreement provides for the operation of the Temecula Public Library by setting for the amount of financial support received from the City of Temecula; staffing levels and provision of services at the library; technical services provided by the city; hours of operation; ownership of collection, furniture and equipment; and the rights and responsibilities of each party. Under this agreement, the Riverside County Library System agrees to the continued operation of the Temecula Public Library at 30600 Pauba Road, Temecula, California

The City of Temecula agrees to pay up to \$180,000 annually as a supplement to library tax revenues toward the operation of the library through June 2018. This Agreement keeps the same terms and extends the Agreement for an additional two years with a one year extension, commencing September 1, 2016, and terminating on June 30, 2021.

The Agreement has been approved as to form by County Counsel.

SUPPLEMENTAL:

Additional Fiscal Information

Year One – FY 2016/17	\$180,000
Year Two – FY 2017/18	\$180,000
Total	\$360,000

**AGREEMENT FOR SERVICES BETWEEN
CITY OF TEMECULA AND THE COUNTY OF RIVERSIDE**

**LIBRARY OPERATIONS SERVICES
AT THE RONALD H. ROBERTS TEMECULA PUBLIC LIBRARY**

THIS AGREEMENT is made and effective as of **August 9, 2016**, between the **City of Temecula**, a municipal corporation (hereinafter referred to as "City"), and **County of Riverside**, (hereinafter referred to as "County"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

The services under this agreement shall commence on **September 1, 2016**, and shall remain and continue in effect until **June 30, 2018**, unless sooner terminated pursuant to the provisions of this Agreement. The City may, upon mutual agreement, extend the contract for an additional three (3) year term. In no event shall the contract be extended beyond **June 30, 2021**.

2. SERVICES

County shall perform the services and tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. County shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A.

3. PERFORMANCE

County shall at all times faithfully, competently and to the best of its ability, experience, and talent, perform all tasks described herein. County shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of County hereunder in meeting its obligations under this Agreement.

4. PAYMENT

a. The City agrees to pay County **quarterly, at the rate of one hundred and forty dollars (\$140) per hour for every hour exceeding forty (40) hours per week of Library operations**. This amount shall not exceed **one hundred eighty thousand dollars (\$180,000)** annually unless additional payment is approved as provided in this Agreement.

b. County shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. County shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and County at the time City's written authorization is given to County for the performance of said services.

c. The City Manager may approve additional work up to ten percent (10%) of the amount of this Agreement but in no event shall the total sum of this Agreement exceed \$180,000 annually or the amount approved by City Council. Any additional work in excess of this amount shall be approved by the City Council.

d. County shall submit invoices quarterly for actual Library services performed. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of County's fees, it shall give written notice to County within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Payment shall represent City's total payment contributions to County for the operations of the Ronald H. Roberts Temecula Public Library.

5. COLLECTIONS PROCUREMENT The City reserves the right to contract with any third party procurement company when expending City funds. In addition, there shall be no financial detriment to the Ronald H. Roberts Temecula Public Library's County collection development budget for City funded items and any other non-county materials requiring any level of in-house processing. All supplies required for the physical processing of non-county items will be purchased with City funds.

6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

a. The City or County may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the other party at least one hundred twenty (120) days prior written notice. Upon receipt of said notice, the County shall immediately cease all work under this Agreement, unless the notice provides otherwise. If either party suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

b. In the event this Agreement is terminated pursuant to this Section, the City shall pay to County the actual value of the work performed up to the time of termination, provided that the work performed is of value every hour exceeding forty (40) hours per week to the City. Upon termination of the Agreement, the County will submit an invoice to the City, pursuant to Section 4 entitled "**PAYMENT**" herein.

c. In the event of non-payment by the City as required in Section 4, the County may terminate the contract thirty (30) days after the payment is due.

7. DEFAULT OF COUNTY

a. The County's failure to comply with the provisions of this Agreement shall constitute a default. In the event that County is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating County for any work performed after the date of default and can terminate this Agreement immediately by written notice to the County. If such failure by the County to make progress in the performance of work hereunder arises out of causes beyond the County's control, and without fault or negligence of the County, it shall not be considered a default.

b. If the City Manager or his delegate determines that the County is in default in the performance of any of the terms or conditions of this Agreement, it shall serve the County with written notice of the default. The County shall have ten (10) business days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the County fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

8. OWNERSHIP OF DOCUMENTS

a. County shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of services under this Agreement. County shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. County shall provide free access to the representatives of City or its designees at reasonable times to such books and records, shall give City the right to examine and audit said books and records, shall permit City to make transcripts there from as necessary, and shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

b. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused or otherwise disposed of by the City without the permission of the County. With respect to computer files containing data generated for the work, County shall make available to the City, upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

9. INDEMNIFICATION

a. To the fullest extent permitted by applicable law, County shall and does agree to indemnify, protect, defend and hold harmless City, its agencies, districts, special districts and departments, their respective directors, officers, elected and appointed officials, employees, agents and representatives (collectively, "**Indemnitees**") for, from and against any and all liabilities, claims, damages, losses, liens, causes of action, suits, awards, judgments and expenses, attorney and/or consultant fees and costs, taxable or otherwise, of any nature, kind or description of any person or entity, directly or indirectly arising out of, caused by, or resulting from (1) the Services performed hereunder by County, or any part thereof, (2) the Agreement, including any approved amendments or modifications, or (3) any negligent act or omission of County, its officers, employees, subcontractors, agents, or representatives (collectively, "**Liabilities**"). Notwithstanding the foregoing, the only Liabilities with respect to which County's obligation to indemnify, including the cost to defend, the Indemnitees does not apply is with respect to Liabilities resulting from the negligence or willful misconduct of an Indemnatee, or to the extent such claims do not arise out of, pertain to or relate to the Scope of Work in the Agreement.

b. To the fullest extent permitted by applicable law, City shall and does agree to indemnify, protect, defend and hold harmless County, its agencies, departments, directors, officers, agents, Board of Supervisors, elected and appointed officials and representatives (collectively, "**Indemnitees**") for, from and against any and all liabilities, claims, damages, losses, liens, causes of action, suits, awards, judgments and expenses, attorney and/or consultant fees and costs, taxable or otherwise, of any nature, kind or description of any person or entity, directly or indirectly arising out of, caused by, or resulting from (1) the services performed hereunder, by City, or any part

thereof, (2) the Agreement, including any approved amendments or modifications, or (3) any negligent act or omission of City its officers, employees, subcontractors, agents, or representatives (collectively, "**Liabilities**"). Notwithstanding the foregoing, the only Liabilities with respect to which City's obligation to indemnify, including the cost to defend, the Indemnitees does not apply is with respect to Liabilities resulting from the negligence or willful misconduct of an Indemnitee, or to the extent such claims do not arise out of, pertain to or relate to the Scope of Work in the Agreement.

10. INDEPENDENT CONTRACTOR

a. County is and shall at all times remain as to the City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of County shall at all times be under County's exclusive direction and control. Neither City nor any of its officers, employees, agents, or volunteers shall have control over the conduct of County or any of County's officers, employees, or agents except as set forth in this Agreement. County shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the City. County shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner.

b. No employee benefits shall be available to County in connection with the performance of this Agreement. Except for the fees paid to County as provided in the Agreement, City shall not pay salaries, wages, or other compensation to County for performing services hereunder for City. City shall not be liable for compensation or indemnification to County for injury or sickness arising out of performing services hereunder.

11. LEGAL RESPONSIBILITIES

The County shall keep itself informed of all local, State and Federal ordinances, laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The County shall at all times observe and comply with all such ordinances, laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the County to comply with this section.

12. RELEASE OF INFORMATION

a. All information gained by County, or County subcontractors, in performance of this Agreement shall be considered confidential and shall not be released by County without City's prior written authorization. County, its officers, employees, agents or subcontractors, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided County gives City notice of such court order or subpoena.

b. County shall promptly notify City should County, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work

performed there under or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent County and/or be present at any deposition, hearing or similar proceeding. County agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by County. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

13. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, that provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by Notice. Notice shall be effective upon delivery to the addresses specified below or on the third business day following deposit with the document delivery service or United States Mail as provided above.

Mailing Address: City of Temecula
Attn: City Manager
41000 Main Street
Temecula, CA 92590

To County: County of Riverside
Economic Development Agency
Suzanne Holland, Assistant Director
3403 Tenth Street, Suite 300
Riverside, CA 92501

14. ASSIGNMENT

The County shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Upon termination of this Agreement, County's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the City Council and the County.

15. LICENSES

At all times during the term of this Agreement, County shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement.

16. GOVERNING LAW

The City and County understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with geographic jurisdiction over the City of Temecula. In the event such litigation is filed by one party against the other to enforce its rights under this Agreement, the prevailing party, as determined by the Court's judgment, shall be entitled to reasonable attorney fees and litigation expenses for the relief granted.

17. PROHIBITED INTEREST

No officer or employee of the City of Temecula that has participated in the development of this agreement or its approval shall have any financial interest, direct or indirect, in this Agreement, the proceeds thereof, the County, or County's sub-contractors for this project, during his/her tenure or for one year thereafter. The County hereby warrants and represents to the City that no officer or employee of the City of Temecula that has participated in the development of this agreement or its approval has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, the proceeds thereof, or in the business of the County or County's sub-contractors on this project. County further agrees to notify the City in the event any such interest is discovered whether or not such interest is prohibited by law or this Agreement.

18. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

19. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of County warrants and represents that he or she has the authority to execute this Agreement on behalf of the County and has the authority to bind County to the performance of its obligations hereunder. The City Manager is authorized to enter into an amendment on behalf of the City to make the following non-substantive modifications to the agreement: (a) name changes; (b) extension of time; (c) non-monetary changes in scope of work; (d) agreement termination.

20. NO THIRD PARTY BENEFICIARIES.

No person or entity shall be deemed to be a third party beneficiary hereof, and nothing in this Agreement (either express or implied) is intended to confer upon any person or entity, other than County, City, and their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF TEMECULA

COUNTY OF RIVERSIDE

(Two Signatures of corporate officers required unless corporate documents authorize only one person to sign the agreement on behalf of the corporation.)

By: 
Michael S. Naggar, Mayor

By: _____
John J. Benoit, Chairman
Board of Supervisors

ATTEST:

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By: 
Randi Johl, City Clerk


By: _____
Deputy

APPROVED AS TO FORM:

Gregory P. Priamos
County Counsel

APPROVED AS TO FORM:

By: 
Peter M. Thorson, City Attorney

By:  8/17/16
Neal Kipnis
Deputy County Counsel

County of Riverside
Economic Development Agency
Suzanne Holland, Assistant Director
3403 Tenth Street, Suite 300
Riverside, CA 92501
951-955-1219
sholland@rivcoeda.org

PM Initials: 
Date: _____

EXHIBIT A

Services and Tasks to be Performed

The specific elements (scope of work) and tasks of this service include:

All the following services, duties and tasks described in this Exhibit A shall be performed with regard to the Ronald H. Roberts Temecula Public Library, located at 30600 Pauba Road, Temecula, CA 92592.

1. STAFFING.

A. Library Staff. County shall provide an adequate number of professional Library staff persons for the efficient and effective operations of the Ronald H. Roberts Temecula Public Library. County shall have sole authority to recruit, select, and hire the Ronald H. Roberts Temecula Public Library staff except for the positions of Manager, Department Heads and Reference Librarians. Manager, Department Heads, and Reference Librarians will be selected via a panel interview process with the panel comprising one (1) representative each from LS&S administration and City of Temecula, as well as the incumbent Library Manager. The selection of candidates for these positions shall be by mutual agreement between the City and County. In addition, Department Heads will be included on the interview panel for openings in their departments.

B. City and County may review and alter the number and classification of staff persons from time to time for the effective operation of the Ronald H. Roberts Temecula Public Library. In the event that City is dissatisfied with the performance of a Library staff employee, City and County shall work together to resolve the matter in a manner that is mutually acceptable.

C. County currently provides Library staff and Library services through a separate agreement with Library Systems and Services ("LS&S"). City acknowledges and agrees that staff and other services shall be provided to the Ronald H. Roberts Temecula Public Library through the County's agreement with LS&S.

D. The Ronald H. Roberts Temecula Public Library Manager and the Temecula Community Services Director or his or her designee shall meet regularly to exchange information, pertaining to the day to day operation of the Library, including but not limited to maintenance and custodial issues, information systems, Library supply needs, Friends of the Temecula Libraries and to provide status updates regarding the Library and facility operations of the Ronald H. Roberts Temecula Public Library. Issues pertaining to Library policy and Library contracts and agreements shall be referred to the Zone Manager for the Mid-South Zone.

E. Technology Homework Center. County shall provide a three-tenths (0.3) full-time equivalent employee to provide assistance in the Technology Homework Center. The Technology Homework Center's employee(s) shall be classified as referenced in the Joint Use Cooperative Agreement between the County of Riverside, the Temecula Valley Unified School District ("TVUSD") and the City of Temecula for the Joint Use of Facilities Located at the Ronald H. Roberts Temecula Public Library, dated March 18, 2003. County shall work with the TVUSD and City to provide, as necessary, additional employees, volunteers and resources for students in the Technology Homework Center.

F. Technology Systems. City shall provide adequate staff persons to maintain and operate the technology systems, including, but not limited to, computers, Radio Frequency Identification ("RFID") equipment and systems, copiers, telephones, wireless networks, and teleconference equipment, or contract with a third party to provide same. In the event that the City elects to subcontract technology systems support, the City retains the right to determine which, if any, hardware will remain the property of the City of Temecula.

G. Maintenance. City shall provide adequate staff persons to provide janitorial services, landscape maintenance and building maintenance for the Ronald H. Roberts Temecula Public Library.

2. OPERATING HOURS.

The Ronald H. Roberts Temecula Public Library shall operate at least sixty three (63) hours per week. The days and hours of operations shall be as follows:

Monday – Thursday	10:00 a.m. to 9:00 p.m.
Friday	10:00 a.m. to 6:00 p.m.
Saturday	10:00 a.m. to 5:00 p.m.
Sunday	1:00 p.m. to 5:00 p.m.

The Ronald H. Roberts Temecula Public Library shall observe the City of Temecula's holiday schedule with the addition of Columbus Day. The Library will be closed one additional day per calendar year for staff training.

3. SECURITY SYSTEMS.

A. Key Cards. City shall administer proximity key cards that provide door access and support various levels of security to the Ronald H. Roberts Temecula Public Library. These key cards shall be issued by City's Information Technology ("IT") Department.

B. Radio Frequency Identification. City shall maintain and support a Radio Frequency Identification ("RFID") system, which is the Ronald H. Roberts Temecula Public Library's book security and inventory system.

4. TECHNOLOGY SERVICES.

A. Patron LAN and Wireless LAN. City's IT Department shall equip, maintain and support the Patron Local Area Network ("LAN") and the Wireless LAN, or contract with a third party to provide same. At its discretion, the City may request the County to provide such services, subject to a mutually agreed upon amendment to this Agreement, or the City may subcontract, subject to the County's approval, with a third party to provide these services.

B. Administrative LAN. The Administrative LAN shall be maintained and supported by Library Systems and Services, Incorporated (LS&S).

C. Firewall Separation. City shall maintain firewall separation of the Patron LAN, Wireless LAN and Administrative LAN.

D. LS&S shall notify the City Information Technology (IT) staff not less than ten (10) days in advance of any planned changes to Library automation / technology support service availability. LS&S shall make every effort to notify the City IT staff as soon as possible of any immediate situations that require a system reset or that will impact the Ronald H. Roberts Temecula Public Library user community.

5. AUTHENTICATION SERVICES.

A. **Wireless Authentication.** City shall provide wireless authentication consistent with other automated systems within the Library.

B. **Library Patron Authentication.** Library patrons shall be authenticated by the Comprise Smart Access Management ("Comprise SAM") System or comparable system. The Temecula Library system shall enable patrons to easily manage their accounts, including adding funds with a credit card through the Internet, at a Library kiosk, or through a Ronald H. Roberts Temecula Public Library librarian or cashier.

6. COMMERCIAL CARRIER SERVICES.

A. The Ronald H. Roberts Temecula Public Library shall access the Internet with broadband internet circuit which will support the Wireless LAN and the Patron LAN.

B. The Administrative LAN shall be supported by an LS&S provisioned broadband internet circuit.

7. **VOICEMAIL SERVICES.** City shall provide and support voicemail accounts and respond to the Ronald H. Roberts Temecula Public Library Branch Manager's request for any telephone additions or changes to users in the Voice over Internet Phone ("VOIP") system. The Ronald H. Roberts Temecula Public Library telephones shall be answered by a live Library staff member or system approved by City during the Ronald H. Roberts Temecula Public Library's operational hours.

8. LICENSING SERVICES.

A. **Patron LAN and Wireless LAN.** Software license products shall be purchased, updated, and maintained by City when used on either the Patron LAN or the Wireless LAN.

B. **Administrative LAN.** Software license products shall be purchased and maintained by LS&S on the Administrative LAN.

9. **INTERNET SERVICES.** City shall maintain and support the Ronald H. Roberts Temecula Public Library's Internet domain temeculalibrary.org. Internet usage at the Ronald H. Roberts Temecula Public Library shall be in compliance with the County Library's Internet Usage Policy. Content filtering shall be supported by a Children's Internet Protection Act ("CIPA") compliant content filtering system.

10. ON-GOING COLLECTIONS DEVELOPMENT.

A. **Annual Collections Development.** County shall provide collections development support for the Ronald H. Roberts Temecula Public Library on an annual basis.

B. Invoicing Required. County shall work with vendors to provide copies of invoices to City evidencing the total value of the volumes purchased for the Ronald H. Roberts Temecula Public Library collection. Invoicing shall include the cost of the volume and all processing by County's third party procurement company. Invoices shall be submitted as collection materials are received and inventoried to the collection.

C. Collections Maintenance. County shall provide maintenance support to the Ronald H. Roberts Temecula Public Library's staff. Staff will ensure that collection remains consistent with professional library practices. This includes but is not limited to procurement, processing, mending, and de-accessioning of collections. The Ronald H. Roberts Temecula Public Library's collections shall be developed in accordance with the materials selection policy adopted by the Riverside County Board of Supervisors. All collections will remain property of the City.

11. FURNITURE, FIXTURES AND EQUIPMENT.

A. Ownership by City. City shall own all furniture, fixtures, and equipment in the Ronald H. Roberts Temecula Public Library, except for the LS&S equipment that support the following:

- i. Administrative LAN;
- ii. SIP2 protocol equipment;
- iii. Microsoft Windows servers that support Domain Naming System (DNS);
- iv. The domain controller for caching administrative staff authentication credentials;
- v. Microsoft Client Access License (CAL) for Office Suite and Exchange Email.

B. Maintenance by City. City shall be responsible for the maintenance, repair and replacement of the furniture, fixtures and equipment, except for the LS&S equipment, as necessary and determined by City.

C. Maintenance by County. County shall be responsible for the maintenance, repair and replacement of the LS&S equipment used for supporting LS&S staff functions.

12. UTILITIES. All utilities shall be recorded in City's name. City shall be responsible for the payment of all utilities costs, including electricity, gas, water, and telephone services, associated with the operations of the Ronald H. Roberts Temecula Public Library.

13. FEES AND FINES.

- A. City Property.** All fees and fines received at the Ronald H. Roberts Temecula Public Library or on its website will be property of City. Fees and fines for unclaimed holds; overdue, lost, or damaged materials; printing, faxing, and copying services; and facilities and equipment rentals shall be consistent with City fee schedules.
- B. Collection of Fees and Fines.** Fees and fines shall be collected by LS&S staff at the Ronald H. Roberts Temecula Public Library.

C. Software for Fees and Fines. City shall provide and maintain software consistent with other City systems for the receipting and reconciling of fees and fines.

D. Fees for Printing. City shall determine the fees for printing and copying.

14. FACILITY RENTALS.

A. Development of Rental Policy. City shall develop a Ronald H. Roberts Temecula Public Library facilities rental policy ("Rental Policy") that includes, but is not limited to, information regarding the areas within the Ronald H. Roberts Temecula Public Library available for rental purposes, the equipment available for rental, the rental fees, and the reservation procedures. The Rental Policy shall also set forth which Library patrons receive priority for rental areas.

B. Administration of Rental Policy. City shall administer City's Rental Policy, assist in the preparation of the rental areas, including but not limited to setting up and taking down tables and chairs, collecting required deposits, rental forms, proof of insurance, and other required documentation, and remit any rental-related documentation to City. County shall remit all rental fees to City on a daily basis with reconciling documentation.

C. Rental Fee Software. City shall provide and maintain software consistent with other City systems for the receipting and reconciling of rental fees.

15. TECHNOLOGY HOMEWORK CENTER. City shall determine and schedule any computer classes provided in the Technology Homework Center other than those provided by the Temecula Valley Unified School District. City shall work with County to ensure that such scheduling of computer classes does not conflict with other programs or staffing needs. Classes may be provided by contracted instructors, Library staff or City staff.

16. LIBRARY MATERIALS DISTRIBUTION TO SCHOOL DISTRICT.

A. TVUSD Distribution Site. County shall add the Temecula Valley Unified School District's District Office ("TDO") as a daily distribution site for Library materials requested by students or TVUSD staff through the online public catalog.

B. Distribution System. County shall develop a distribution system with the TVUSD to check-out, check-in, and account for all Library materials distributed through this distribution system. County shall work with the TVUSD Library Media Specialist to develop a check-out and check-in process at the TVUSD that is integrated with the County system to track the distribution of and protect the Public Libraries' collections.

17. WIRELESS TELEPHONE USAGE. County staff persons shall enforce the following policy regarding wireless telephone usage at the Ronald H. Roberts Temecula Public Library. Wireless telephone usage shall be limited to the following specific areas within and around the Ronald H. Roberts Temecula Public Library:

- Inspiration Garden
- Front foyer
- Parking lot
- Staff offices and staff lounge

- Study rooms

18. FOOD AND BEVERAGES.

A. Concessions. City may operate a concessions operation within the Ronald H. Roberts Temecula Public Library. All revenues and expenditures associated with the concessions shall be City's responsibility.

B. Designated Areas for Food Consumption. City may permit food and beverages to be consumed in all Ronald H. Roberts Temecula Public Library common areas, staff offices, staff lounge, and the garden.

19. LIBRARY TAX CREDIT. City's Library Tax Credit shall be used to offset County Library services for the basic forty (40) hours per week at the Ronald H. Roberts Temecula Public Library and the basic forty (40) hours per week, including maintenance at the Grace Mellman Library located at 41000 County Center Drive, Temecula, California.

EXHIBIT B

Payment Schedule

The City agrees to pay County **quarterly, at the rate of one hundred and forty dollars (\$140) per hour for every hour exceeding forty (40) hours per week of Library operations.** This amount shall not exceed **one hundred eighty thousand dollars (\$180,000) annually unless additional payment is approved as provided in this Agreement.**

**AGREEMENT FOR SERVICES BETWEEN
CITY OF TEMECULA AND THE COUNTY OF RIVERSIDE**

**LIBRARY OPERATIONS SERVICES
AT THE RONALD H. ROBERTS TEMECULA PUBLIC LIBRARY**

THIS AGREEMENT is made and effective as of **August 9, 2016**, between the **City of Temecula**, a municipal corporation (hereinafter referred to as "City"), and **County of Riverside**, (hereinafter referred to as "County"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

The services under this agreement shall commence on **September 1, 2016**, and shall remain and continue in effect until **June 30, 2018**, unless sooner terminated pursuant to the provisions of this Agreement. The City may, upon mutual agreement, extend the contract for an additional three (3) year term. In no event shall the contract be extended beyond **June 30, 2021**.

2. SERVICES

County shall perform the services and tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. County shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A.

3. PERFORMANCE

County shall at all times faithfully, competently and to the best of its ability, experience, and talent, perform all tasks described herein. County shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of County hereunder in meeting its obligations under this Agreement.

4. PAYMENT

a. The City agrees to pay County **quarterly, at the rate of one hundred and forty dollars (\$140) per hour for every hour exceeding forty (40) hours per week of Library operations**. This amount shall not exceed **one hundred eighty thousand dollars (\$180,000)** annually unless additional payment is approved as provided in this Agreement.

b. County shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. County shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and County at the time City's written authorization is given to County for the performance of said services.

c. The City Manager may approve additional work up to ten percent (10%) of the amount of this Agreement but in no event shall the total sum of this Agreement exceed \$180,000 annually or the amount approved by City Council. Any additional work in excess of this amount shall be approved by the City Council.

d. County shall submit invoices quarterly for actual Library services performed. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of County's fees, it shall give written notice to County within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Payment shall represent City's total payment contributions to County for the operations of the Ronald H. Roberts Temecula Public Library.

5. COLLECTIONS PROCUREMENT The City reserves the right to contract with any third party procurement company when expending City funds. In addition, there shall be no financial detriment to the Ronald H. Roberts Temecula Public Library's County collection development budget for City funded items and any other non-county materials requiring any level of in-house processing. All supplies required for the physical processing of non-county items will be purchased with City funds.

6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

a. The City or County may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the other party at least one hundred twenty (120) days prior written notice. Upon receipt of said notice, the County shall immediately cease all work under this Agreement, unless the notice provides otherwise. If either party suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

b. In the event this Agreement is terminated pursuant to this Section, the City shall pay to County the actual value of the work performed up to the time of termination, provided that the work performed is of value every hour exceeding forty (40) hours per week to the City. Upon termination of the Agreement, the County will submit an invoice to the City, pursuant to Section 4 entitled "**PAYMENT**" herein.

c. In the event of non-payment by the City as required in Section 4, the County may terminate the contract thirty (30) days after the payment is due.

7. DEFAULT OF COUNTY

a. The County's failure to comply with the provisions of this Agreement shall constitute a default. In the event that County is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating County for any work performed after the date of default and can terminate this Agreement immediately by written notice to the County. If such failure by the County to make progress in the performance of work hereunder arises out of causes beyond the County's control, and without fault or negligence of the County, it shall not be considered a default.

b. If the City Manager or his delegate determines that the County is in default in the performance of any of the terms or conditions of this Agreement, it shall serve the County with written notice of the default. The County shall have ten (10) business days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the County fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

8. OWNERSHIP OF DOCUMENTS

a. County shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of services under this Agreement. County shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. County shall provide free access to the representatives of City or its designees at reasonable times to such books and records, shall give City the right to examine and audit said books and records, shall permit City to make transcripts there from as necessary, and shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

b. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused or otherwise disposed of by the City without the permission of the County. With respect to computer files containing data generated for the work, County shall make available to the City, upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

9. INDEMNIFICATION

a. To the fullest extent permitted by applicable law, County shall and does agree to indemnify, protect, defend and hold harmless City, its agencies, districts, special districts and departments, their respective directors, officers, elected and appointed officials, employees, agents and representatives (collectively, "**Indemnitees**") for, from and against any and all liabilities, claims, damages, losses, liens, causes of action, suits, awards, judgments and expenses, attorney and/or consultant fees and costs, taxable or otherwise, of any nature, kind or description of any person or entity, directly or indirectly arising out of, caused by, or resulting from (1) the Services performed hereunder by County, or any part thereof, (2) the Agreement, including any approved amendments or modifications, or (3) any negligent act or omission of County, its officers, employees, subcontractors, agents, or representatives (collectively, "**Liabilities**"). Notwithstanding the foregoing, the only Liabilities with respect to which County's obligation to indemnify, including the cost to defend, the Indemnitees does not apply is with respect to Liabilities resulting from the negligence or willful misconduct of an Indemnitee, or to the extent such claims do not arise out of, pertain to or relate to the Scope of Work in the Agreement.

b. To the fullest extent permitted by applicable law, City shall and does agree to indemnify, protect, defend and hold harmless County, its agencies, departments, directors, officers, agents, Board of Supervisors, elected and appointed officials and representatives (collectively, "**Indemnitees**") for, from and against any and all liabilities, claims, damages, losses, liens, causes of action, suits, awards, judgments and expenses, attorney and/or consultant fees and costs, taxable or otherwise, of any nature, kind or description of any person or entity, directly or indirectly arising out of, caused by, or resulting from (1) the services performed hereunder, by City, or any part

thereof, (2) the Agreement, including any approved amendments or modifications, or (3) any negligent act or omission of City its officers, employees, subcontractors, agents, or representatives (collectively, "**Liabilities**"). Notwithstanding the foregoing, the only Liabilities with respect to which City's obligation to indemnify, including the cost to defend, the Indemnitees does not apply is with respect to Liabilities resulting from the negligence or willful misconduct of an Indemnitee, or to the extent such claims do not arise out of, pertain to or relate to the Scope of Work in the Agreement.

10. INDEPENDENT CONTRACTOR

a. County is and shall at all times remain as to the City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of County shall at all times be under County's exclusive direction and control. Neither City nor any of its officers, employees, agents, or volunteers shall have control over the conduct of County or any of County's officers, employees, or agents except as set forth in this Agreement. County shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the City. County shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner.

b. No employee benefits shall be available to County in connection with the performance of this Agreement. Except for the fees paid to County as provided in the Agreement, City shall not pay salaries, wages, or other compensation to County for performing services hereunder for City. City shall not be liable for compensation or indemnification to County for injury or sickness arising out of performing services hereunder.

11. LEGAL RESPONSIBILITIES

The County shall keep itself informed of all local, State and Federal ordinances, laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The County shall at all times observe and comply with all such ordinances, laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the County to comply with this section.

12. RELEASE OF INFORMATION

a. All information gained by County, or County subcontractors, in performance of this Agreement shall be considered confidential and shall not be released by County without City's prior written authorization. County, its officers, employees, agents or subcontractors, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided County gives City notice of such court order or subpoena.

b. County shall promptly notify City should County, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work

performed there under or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent County and/or be present at any deposition, hearing or similar proceeding. County agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by County. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

13. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, that provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by Notice. Notice shall be effective upon delivery to the addresses specified below or on the third business day following deposit with the document delivery service or United States Mail as provided above.

Mailing Address: City of Temecula
Attn: City Manager
41000 Main Street
Temecula, CA 92590

To County: County of Riverside
Economic Development Agency
Suzanne Holland, Assistant Director
3403 Tenth Street, Suite 300
Riverside, CA 92501

14. ASSIGNMENT

The County shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Upon termination of this Agreement, County's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the City Council and the County.

15. LICENSES

At all times during the term of this Agreement, County shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement.

16. GOVERNING LAW

The City and County understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with geographic jurisdiction over the City of Temecula. In the event such litigation is filed by one party against the other to enforce its rights under this Agreement, the prevailing party, as determined by the Court's judgment, shall be entitled to reasonable attorney fees and litigation expenses for the relief granted.

17. PROHIBITED INTEREST

No officer or employee of the City of Temecula that has participated in the development of this agreement or its approval shall have any financial interest, direct or indirect, in this Agreement, the proceeds thereof, the County, or County's sub-contractors for this project, during his/her tenure or for one year thereafter. The County hereby warrants and represents to the City that no officer or employee of the City of Temecula that has participated in the development of this agreement or its approval has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, the proceeds thereof, or in the business of the County or County's sub-contractors on this project. County further agrees to notify the City in the event any such interest is discovered whether or not such interest is prohibited by law or this Agreement.

18. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

19. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of County warrants and represents that he or she has the authority to execute this Agreement on behalf of the County and has the authority to bind County to the performance of its obligations hereunder. The City Manager is authorized to enter into an amendment on behalf of the City to make the following non-substantive modifications to the agreement: (a) name changes; (b) extension of time; (c) non-monetary changes in scope of work; (d) agreement termination.

20. NO THIRD PARTY BENEFICIARIES.

No person or entity shall be deemed to be a third party beneficiary hereof, and nothing in this Agreement (either express or implied) is intended to confer upon any person or entity, other than County, City, and their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF TEMECULA

COUNTY OF RIVERSIDE

(Two Signatures of corporate officers required unless corporate documents authorize only one person to sign the agreement on behalf of the corporation.)

By: 
Michael S. Naggar, Mayor

By: _____
John J. Benoit, Chairman
Board of Supervisors

ATTEST:

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By: 
Randi Johl, City Clerk

By: _____
Deputy

APPROVED AS TO FORM:

Gregory P. Priamos
County Counsel

APPROVED AS TO FORM:

By: 
Peter M. Thorson, City Attorney

By:  8/17/16
Neal Kipnis
Deputy County Counsel

County of Riverside
Economic Development Agency
Suzanne Holland, Assistant Director
3403 Tenth Street, Suite 300
Riverside, CA 92501
951-955-1219
sholland@rivcoeda.org

PM Initials: 
Date: _____

EXHIBIT A

Services and Tasks to be Performed

The specific elements (scope of work) and tasks of this service include:

All the following services, duties and tasks described in this Exhibit A shall be performed with regard to the Ronald H. Roberts Temecula Public Library, located at 30600 Pauba Road, Temecula, CA 92592.

1. STAFFING.

A. Library Staff. County shall provide an adequate number of professional Library staff persons for the efficient and effective operations of the Ronald H. Roberts Temecula Public Library. County shall have sole authority to recruit, select, and hire the Ronald H. Roberts Temecula Public Library staff except for the positions of Manager, Department Heads and Reference Librarians. Manager, Department Heads, and Reference Librarians will be selected via a panel interview process with the panel comprising one (1) representative each from LS&S administration and City of Temecula, as well as the incumbent Library Manager. The selection of candidates for these positions shall be by mutual agreement between the City and County. In addition, Department Heads will be included on the interview panel for openings in their departments.

B. City and County may review and alter the number and classification of staff persons from time to time for the effective operation of the Ronald H. Roberts Temecula Public Library. In the event that City is dissatisfied with the performance of a Library staff employee, City and County shall work together to resolve the matter in a manner that is mutually acceptable.

C. County currently provides Library staff and Library services through a separate agreement with Library Systems and Services ("LS&S"). City acknowledges and agrees that staff and other services shall be provided to the Ronald H. Roberts Temecula Public Library through the County's agreement with LS&S.

D. The Ronald H. Roberts Temecula Public Library Manager and the Temecula Community Services Director or his or her designee shall meet regularly to exchange information, pertaining to the day to day operation of the Library, including but not limited to maintenance and custodial issues, information systems, Library supply needs, Friends of the Temecula Libraries and to provide status updates regarding the Library and facility operations of the Ronald H. Roberts Temecula Public Library. Issues pertaining to Library policy and Library contracts and agreements shall be referred to the Zone Manager for the Mid-South Zone.

E. Technology Homework Center. County shall provide a three-tenths (0.3) full-time equivalent employee to provide assistance in the Technology Homework Center. The Technology Homework Center's employee(s) shall be classified as referenced in the Joint Use Cooperative Agreement between the County of Riverside, the Temecula Valley Unified School District ("TVUSD") and the City of Temecula for the Joint Use of Facilities Located at the Ronald H. Roberts Temecula Public Library, dated March 18, 2003. County shall work with the TVUSD and City to provide, as necessary, additional employees, volunteers and resources for students in the Technology Homework Center.

F. Technology Systems. City shall provide adequate staff persons to maintain and operate the technology systems, including, but not limited to, computers, Radio Frequency Identification ("RFID") equipment and systems, copiers, telephones, wireless networks, and teleconference equipment, or contract with a third party to provide same. In the event that the City elects to subcontract technology systems support, the City retains the right to determine which, if any, hardware will remain the property of the City of Temecula.

G. Maintenance. City shall provide adequate staff persons to provide janitorial services, landscape maintenance and building maintenance for the Ronald H. Roberts Temecula Public Library.

2. OPERATING HOURS.

The Ronald H. Roberts Temecula Public Library shall operate at least sixty three (63) hours per week. The days and hours of operations shall be as follows:

Monday – Thursday	10:00 a.m. to 9:00 p.m.
Friday	10:00 a.m. to 6:00 p.m.
Saturday	10:00 a.m. to 5:00 p.m.
Sunday	1:00 p.m. to 5:00 p.m.

The Ronald H. Roberts Temecula Public Library shall observe the City of Temecula's holiday schedule with the addition of Columbus Day. The Library will be closed one additional day per calendar year for staff training.

3. SECURITY SYSTEMS.

A. Key Cards. City shall administer proximity key cards that provide door access and support various levels of security to the Ronald H. Roberts Temecula Public Library. These key cards shall be issued by City's Information Technology ("IT") Department.

B. Radio Frequency Identification. City shall maintain and support a Radio Frequency Identification ("RFID") system, which is the Ronald H. Roberts Temecula Public Library's book security and inventory system.

4. TECHNOLOGY SERVICES.

A. Patron LAN and Wireless LAN. City's IT Department shall equip, maintain and support the Patron Local Area Network ("LAN") and the Wireless LAN, or contract with a third party to provide same. At its discretion, the City may request the County to provide such services, subject to a mutually agreed upon amendment to this Agreement, or the City may subcontract, subject to the County's approval, with a third party to provide these services.

B. Administrative LAN. The Administrative LAN shall be maintained and supported by Library Systems and Services, Incorporated (LS&S).

C. Firewall Separation. City shall maintain firewall separation of the Patron LAN, Wireless LAN and Administrative LAN.

D. LS&S shall notify the City Information Technology (IT) staff not less than ten (10) days in advance of any planned changes to Library automation / technology support service availability. LS&S shall make every effort to notify the City IT staff as soon as possible of any immediate situations that require a system reset or that will impact the Ronald H. Roberts Temecula Public Library user community.

5. AUTHENTICATION SERVICES.

A. **Wireless Authentication.** City shall provide wireless authentication consistent with other automated systems within the Library.

B. **Library Patron Authentication.** Library patrons shall be authenticated by the Comprise Smart Access Management ("Comprise SAM") System or comparable system. The Temecula Library system shall enable patrons to easily manage their accounts, including adding funds with a credit card through the Internet, at a Library kiosk, or through a Ronald H. Roberts Temecula Public Library librarian or cashier.

6. COMMERCIAL CARRIER SERVICES.

A. The Ronald H. Roberts Temecula Public Library shall access the Internet with broadband internet circuit which will support the Wireless LAN and the Patron LAN.

B. The Administrative LAN shall be supported by an LS&S provisioned broadband internet circuit.

7. **VOICEMAIL SERVICES.** City shall provide and support voicemail accounts and respond to the Ronald H. Roberts Temecula Public Library Branch Manager's request for any telephone additions or changes to users in the Voice over Internet Phone ("VOIP") system. The Ronald H. Roberts Temecula Public Library telephones shall be answered by a live Library staff member or system approved by City during the Ronald H. Roberts Temecula Public Library's operational hours.

8. LICENSING SERVICES.

A. **Patron LAN and Wireless LAN.** Software license products shall be purchased, updated, and maintained by City when used on either the Patron LAN or the Wireless LAN.

B. **Administrative LAN.** Software license products shall be purchased and maintained by LS&S on the Administrative LAN.

9. **INTERNET SERVICES.** City shall maintain and support the Ronald H. Roberts Temecula Public Library's Internet domain temeculalibrary.org. Internet usage at the Ronald H. Roberts Temecula Public Library shall be in compliance with the County Library's Internet Usage Policy. Content filtering shall be supported by a Children's Internet Protection Act ("CIPA") compliant content filtering system.

10. ON-GOING COLLECTIONS DEVELOPMENT.

A. **Annual Collections Development.** County shall provide collections development support for the Ronald H. Roberts Temecula Public Library on an annual basis.

B. Invoicing Required. County shall work with vendors to provide copies of invoices to City evidencing the total value of the volumes purchased for the Ronald H. Roberts Temecula Public Library collection. Invoicing shall include the cost of the volume and all processing by County's third party procurement company. Invoices shall be submitted as collection materials are received and inventoried to the collection.

C. Collections Maintenance. County shall provide maintenance support to the Ronald H. Roberts Temecula Public Library's staff. Staff will ensure that collection remains consistent with professional library practices. This includes but is not limited to procurement, processing, mending, and de-accessioning of collections. The Ronald H. Roberts Temecula Public Library's collections shall be developed in accordance with the materials selection policy adopted by the Riverside County Board of Supervisors. All collections will remain property of the City.

11. FURNITURE, FIXTURES AND EQUIPMENT.

A. Ownership by City. City shall own all furniture, fixtures, and equipment in the Ronald H. Roberts Temecula Public Library, except for the LS&S equipment that support the following:

- i. Administrative LAN;
- ii. SIP2 protocol equipment;
- iii. Microsoft Windows servers that support Domain Naming System (DNS);
- iv. The domain controller for caching administrative staff authentication credentials;
- v. Microsoft Client Access License (CAL) for Office Suite and Exchange Email.

B. Maintenance by City. City shall be responsible for the maintenance, repair and replacement of the furniture, fixtures and equipment, except for the LS&S equipment, as necessary and determined by City.

C. Maintenance by County. County shall be responsible for the maintenance, repair and replacement of the LS&S equipment used for supporting LS&S staff functions.

12. UTILITIES. All utilities shall be recorded in City's name. City shall be responsible for the payment of all utilities costs, including electricity, gas, water, and telephone services, associated with the operations of the Ronald H. Roberts Temecula Public Library.

13. FEES AND FINES.

A. City Property. All fees and fines received at the Ronald H. Roberts Temecula Public Library or on its website will be property of City. Fees and fines for unclaimed holds; overdue, lost, or damaged materials; printing, faxing, and copying services; and facilities and equipment rentals shall be consistent with City fee schedules.

B. Collection of Fees and Fines. Fees and fines shall be collected by LS&S staff at the Ronald H. Roberts Temecula Public Library.

C. Software for Fees and Fines. City shall provide and maintain software consistent with other City systems for the receipting and reconciling of fees and fines.

D. Fees for Printing. City shall determine the fees for printing and copying.

14. FACILITY RENTALS.

A. Development of Rental Policy. City shall develop a Ronald H. Roberts Temecula Public Library facilities rental policy ("Rental Policy") that includes, but is not limited to, information regarding the areas within the Ronald H. Roberts Temecula Public Library available for rental purposes, the equipment available for rental, the rental fees, and the reservation procedures. The Rental Policy shall also set forth which Library patrons receive priority for rental areas.

B. Administration of Rental Policy. City shall administer City's Rental Policy, assist in the preparation of the rental areas, including but not limited to setting up and taking down tables and chairs, collecting required deposits, rental forms, proof of insurance, and other required documentation, and remit any rental-related documentation to City. County shall remit all rental fees to City on a daily basis with reconciling documentation.

C. Rental Fee Software. City shall provide and maintain software consistent with other City systems for the receipting and reconciling of rental fees.

15. TECHNOLOGY HOMEWORK CENTER. City shall determine and schedule any computer classes provided in the Technology Homework Center other than those provided by the Temecula Valley Unified School District. City shall work with County to ensure that such scheduling of computer classes does not conflict with other programs or staffing needs. Classes may be provided by contracted instructors, Library staff or City staff.

16. LIBRARY MATERIALS DISTRIBUTION TO SCHOOL DISTRICT.

A. TVUSD Distribution Site. County shall add the Temecula Valley Unified School District's District Office ("TDO") as a daily distribution site for Library materials requested by students or TVUSD staff through the online public catalog.

B. Distribution System. County shall develop a distribution system with the TVUSD to check-out, check-in, and account for all Library materials distributed through this distribution system. County shall work with the TVUSD Library Media Specialist to develop a check-out and check-in process at the TVUSD that is integrated with the County system to track the distribution of and protect the Public Libraries' collections.

17. WIRELESS TELEPHONE USAGE. County staff persons shall enforce the following policy regarding wireless telephone usage at the Ronald H. Roberts Temecula Public Library. Wireless telephone usage shall be limited to the following specific areas within and around the Ronald H. Roberts Temecula Public Library:

- Inspiration Garden
- Front foyer
- Parking lot
- Staff offices and staff lounge

- Study rooms

18. FOOD AND BEVERAGES.

A. Concessions. City may operate a concessions operation within the Ronald H. Roberts Temecula Public Library. All revenues and expenditures associated with the concessions shall be City's responsibility.

B. Designated Areas for Food Consumption. City may permit food and beverages to be consumed in all Ronald H. Roberts Temecula Public Library common areas, staff offices, staff lounge, and the garden.

19. LIBRARY TAX CREDIT. City's Library Tax Credit shall be used to offset County Library services for the basic forty (40) hours per week at the Ronald H. Roberts Temecula Public Library and the basic forty (40) hours per week, including maintenance at the Grace Mellman Library located at 41000 County Center Drive, Temecula, California.

EXHIBIT B

Payment Schedule

The City agrees to pay County **quarterly, at the rate of one hundred and forty dollars (\$140) per hour for every hour exceeding forty (40) hours per week of Library operations.** This amount shall not exceed **one hundred eighty thousand dollars (\$180,000)** annually unless additional payment is approved as provided in this Agreement.