

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

273



FROM: Economic Development Agency

SUBMITTAL DATE:
September 16, 2010

SUBJECT: Contract with Library Systems and Services, LLC for Provision of County Library Services

RECOMMENDED MOTION: That the Board of Supervisors approve and authorize Chairman to sign the attached Agreement with Library Systems and Services, LLC (LSSI), for the provision of County Library Services through June 30, 2011.

BACKGROUND: Since July 1, 1997, Riverside County Library System has been operated under an agreement with Library Systems and Services, LLC (LSSI). The new Agreement for this fiscal year has successfully realized a savings of nearly \$1.7 million, from the \$14.3 million of last fiscal year, and extends County Library Services through June 30, 2011. LSSI and EDA have worked closely to reduce costs of almost 12% to the county while maintaining library hours and services. The renewed public-private

(Continued)

Robert Field

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 9,102,700	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2010/11

COMPANION ITEM ON BOARD OF DIRECTORS AGENDA: No

SOURCE OF FUNDS: County Library Fund (Fund No. 21200) \$8,917,700 and Western DIF County Library Book Fund (Fund No. 30542) \$185,000

Positions To Be Deleted Per A-30	<input type="checkbox"/>
Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY: *Jennifer Sargent*
Jennifer J. Sargent

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Stone, seconded by Supervisor Buster and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Stone, Benoit and Ashley
Nays: None
Absent: Tavaglione
Date: September 28, 2010
xc: EDA, Auditor

Kecia Harper-Ihem
Clerk of the Board
By: *Kecia Harper-Ihem*
Deputy

3.23

Prev. Agn. Ref.: 3.23 of 6/17/10

District: ALL

Agenda Number:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

FISCAL PROCEDURES APPROVED BY ROBERT E. BYRD, AUDITOR-CONTROLLER
 FORM APPROVED COUNTY COUNSEL BY ANITA C. WILLIS
 DATE
 DEPT RECOMM: Policy
 PER EXEC OFF: Policy
 CONSENT: Consent
 CONSENT: Consent

BACKGROUND: (Continued)

partnership will continue all aspects of operating the Riverside County Library System including:

Automated Services and Technology – LSSI will continue to operate the SIRSI automated library system in conjunction with the San Bernardino County Library System, Inyo County Library System, City of Moreno Valley, City of Murrieta, and College of the Desert.

Book Purchases - \$185,000 is allocated from the Western DIF County Library Book Fund for the purchase of materials for the new Highgrove library.

Grants – LSSI will continue to work cooperatively with the County to seek and administer library grants that will enhance library services. All County costs for existing grant funded projects are covered by this agreement.

Western County Bookmobile – The LSSI agreement provides for full operational funding of the Western County Bookmobile, including Saturday bookmobile service.

Outreach Programs – LSSI will continue successful programs, including reading readiness projects, English language literacy programs, and outreach to the Latino community. LSSI will integrate these important programs into its zone operations.

Library Facility Planning – LSSI's expertise in library planning and development continues to be important as the County Library works with communities to plan, design, and develop new library facilities to serve the County's increasing population. Current projects underway include the renovation of the Palm Desert library and new libraries in Highgrove and Mead Valley, being constructed in conjunction with the County's Redevelopment Agency.

Courier – LSSI will continue to operate four courier routes to facilitate sharing library resources throughout the County and with San Bernardino County.

BOARD OF SUPERVISORS

COUNTY OF RIVERSIDE

CONTRACT FOR RIVERSIDE COUNTY LIBRARY ADMINISTRATION

(Fiscal Year 2010-2011)

This Contract for Riverside County Library System operation ("Agreement") is made and enter into by and between the County of Riverside, a political subdivision of the State of California, and the governing board of the Riverside County Library System, hereafter referred to as County of Riverside, and Library Systems & Services, LLC, commonly known as LSSI, and hereafter referred to as CONTRACTOR. The parties hereto mutually agree as follow:

1.0 DESCRIPTION OF SERVICES

1.1 CONTRACTOR shall diligently provide services to County of Riverside, for the following: Riverside County Library System services, with such services, and performance standards more specifically set forth in Attachments "A" through "H" attached hereto, and incorporated herein by reference, and as further delineated or set forth within this Agreement:

- A. Riverside County Library System Zone operation – West Zone;
- B. Riverside County Library System Zone operation – Mid-South Zone;
- C. Riverside County Library System Zone operation – Desert Zone;
- D. Riverside County Library System courier service
- E. Riverside County Library System automated system service.

1 F. Riverside County Library System Organization Chart

2 G. Riverside County Library System Reporting Requirements; and

3 H. Riverside County Library System Contract Expense Summary

4 1.2 CONTRACTOR shall furnish labor necessary to perform in a complete,
5 skillful and professional manner all those services described in Attachments "A"
6 through "H" attached hereto, and as further delineated or set forth within this
7 Agreement.

8 2.0 PERFORMANCE STANDARDS: The performance of CONTRACTOR
9 shall be determined by the ability of CONTRACTOR to meet the performance
10 standards as set forth in Attachments "A" through "H", attached hereto.

11 3.0 PERIOD OF PERFORMANCE: It is mutually agreed and understood that
12 the obligation of the County of Riverside is contingent upon the amount of dedicated
13 tax proceeds for the Riverside County Library System. In the event that such funds
14 are not forthcoming for any reason, this Agreement shall be rendered null and void,
15 and County of Riverside shall immediately notify CONTRACTOR in writing. This
16 Agreement shall be deemed terminated and of no further force and effective
17 immediately upon County of Riverside's notification to CONTRACTOR. In the event of
18 such termination, CONTRACTOR shall be entitled to reimbursement of costs in
19 accordance with Section 4.0 COMPENSATION.
20

21 3.1 This Agreement shall be effective as of October 1, 2010 and shall
22 continue in effect through June 30, 2011, subject to the annual renewal provisions of
23 Section 3.2, unless terminated as above or as specified in Section 17.0
24 TERMINATION.
25

1 3.2 This Agreement shall be renewable on or before July 1, 2011, at the sole
2 discretion of the County of Riverside, upon authorization by the Board of Supervisors,
3 for a period of one (1) year. The total initial term of this Agreement, with renewal shall
4 not exceed two (2) years.

5 3.3 At least three (3) additional one (1) year options to renew this Agreement
6 shall be available at the end of the first two (2) years of this Agreement. The decision
7 to exercise the option(s) to renew shall be at the sole discretion of the Board of
8 Supervisors of the County of Riverside.

9 4.0 COMPENSATION AND PAYMENT:

10 4.1 In consideration for the rendition of the services described herein, and in
11 the Attachments hereto, the County of Riverside shall pay CONTRACTOR the sum of
12 \$8,917,700 during fiscal year 2010-2011, to be allocated as follows, including the
13 administration and operation of the Riverside County Library System:
14

- 15 a. \$ 2,194,100 for the operation of the West Zone;
16 b. \$ 2,786,525 for the operation of the Mid-South Zone;
17 c. \$ 2,483,515 for the operation of the Desert Zone;

18 In addition, COUNTY shall pay for expenses related to the library automation
19 and delivery of materials in the sum of \$806,306 for the operation of the
20 Riverside County Library automated system and additional amounts for the
21 administration of the following automated services contracts as follows:

- 22 d. \$ 41,250 for the City of Moreno Valley automated services contract;
23 e. \$60,000 for the City of Murrieta automated services contract;
24 f. \$49,129 for the College of the Desert automated services contract;
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1 g. \$218,625 for the operation of Courier System;

2 h. \$128,250 for the operation of the La Quinta Museum.

3 In accordance with the applicable directions and standards as set forth in
4 Attachment "C" \$150,000 in County Library funds shall be used in the Desert Zone for
5 the purchase of books and other library materials for placement in Riverside County
6 Library System branches. In addition, \$185,000 total will be allocated from the
7 Western County Development Impact Fees Program fund. \$185,000 of said sum shall
8 be used exclusively for the purchase of new materials for the new Highgrove library.
9 CONTRACTOR shall be allowed to implement a processing charge of \$5.00 per item.
10 These expenditures are in addition to the agreement for Zone Operation and
11 automation. Any and all purchases of books, other library materials, and
12 reimbursement of the processing charge, shall be subject to the approval of the
13 County Librarian, and/or designee of the Riverside County Economic Development
14 Agency.
15

16 4.2 If the Agreement is renewed by the Board of Supervisors of the County
17 of Riverside on or before July 1, 2011, for an additional one (1) year period, the
18 compensation for the additional period shall be determined at the sole discretion of the
19 County of Riverside,

20 4.3 If the option(s) to renew are exercised by the County of Riverside, the
21 compensation for each additional one (1) year period, as may be applicable, shall be
22 determined at the sole discretion of the County of Riverside.
23

24 4.4 In the event additional funds become available during the term of this
25 Agreement, the amount of this Agreement may be increased by said amount by an

1 amendment signed by the parties here in the same manner as this Agreement was
2 executed, after negotiations by County of Riverside and CONTRACTOR of the
3 description of services and performance standards to reflect the increased available
4 funding have concluded.

5 4.5 In the event funds do not become available in the amount anticipated,
6 after this contract is entered into, the amount of this Agreement shall be decreased, at
7 the sole discretion of County of Riverside, by said amount. The County of Riverside
8 and CONTRACTOR shall re-negotiate the description of services and performance
9 standards to reflect the decrease of available funds, which shall set forth in an
10 amendment signed by the parties hereto in the same manner as this Agreement was
11 executed.
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13 4.6 The sum representing one-twelfth (1/12th) of the annual contract amount,
14 shall be payable prior to the last day of the month in which the services were rendered,
15 upon approval by the Assistant County Executive Officer/EDA or designee of a
16 monthly invoice submitted to County of Riverside, and may be adjusted by any credits,
17 or prior payments. Any additional funds as may be added by amendment to this
18 Agreement shall be payable in equal installments calculated from the time of execution
19 of the amendments over the remaining term of the fiscal year.
20

21 4.7 In the event that a City withdraws from the Riverside County Library
22 System pursuant to Education Code sections 19104, and 19105, the amount of this
23 Agreement and the overall scope of service shall be reduced in the same proportion
24 as the amount of library taxes is reduced as a result of the withdrawal by any City by
25 an amendment authorized and executed by the parties hereto in the same manner as

1 the Agreement was executed.

2 4.8 Compensation for services rendered shall be paid by the Treasurer of
3 the County of Riverside upon approval of the Assistant County Executive Officer/EDA,
4 or designee, upon review of a properly presented invoice or bill for services performed
5 as set forth in Attachments "A" through "H".

6 4.9 In no event shall the total compensation payable to CONTRACTOR
7 under this Agreement for fiscal year 2010-2011 exceed the total sum of \$8,917,700
8 and any additional revenue and/or funds received by CONTRACTOR pursuant to
9 section 35.0 herein.

10 4.10 Whenever the County of Riverside has discretion to establish the level of
11 compensation under this Agreement, including under Sections 4.2, 4.3, 4.4, or 4.5
12 herein, the following procedures shall apply:
13

14 1) The County of Riverside shall advise CONTRACTOR in writing
15 not later than April 30th of each year of the County of Riverside's best
16 estimate of the funding available for this Agreement for the coming
17 fiscal year.

18 2) Within sixty (60) days after receipt of the estimate of available
19 funding, CONTRACTOR shall provide to County of Riverside
20 CONTRACTOR'S written recommended budget and levels of service
21 that CONTRACTOR can provide within the estimate of available
22 funding for the coming fiscal year.

23 3) If the County of Riverside renews this Agreement, as provided in
24 Section 3.2, or exercises any of its option(s) to renew this Agreement,
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as provided in Section 3.3 herein, CONTRACTOR'S written recommended budget and levels of services shall be contained in the renewed agreement document.

4.11 In the event that the County of Riverside is granted discounted telecommunications rates for the Riverside County Library System automated system. Under a state or federal program such as e-rates, then, within thirty (30) days after such discount becomes effective. CONTRACTOR shall make a proposal to County of Riverside for allocation of any savings realized in the automated services budget.

5.0 PERFORMANCE BOND: CONTRACTOR shall obtain a performance bond prior to beginning any performance under this Agreement. The bond shall be in the amount of the total compensation paid under this Agreement, as set forth in Section 4.9 herein, and shall cover the term of the Agreement, as set forth in Section 3.1 herein. If this Agreement is amended and the total compensation increased, CONTRACTOR shall increase the performance bond so that it covers the total compensation then amended.

CONTRACTOR shall furnish a copy of the bond, and evidence of payment (s) of any and all premium(s) for the bond to the County Librarian, and such documentation shall be required as a condition precedent to performance under this Agreement. CONTRACTOR shall maintain the bond during the term of the Agreement, and shall maintain the coverage as is required by County of Riverside. Failure to maintain the performance bond at the level required by County of Riverside shall be cause for immediate termination of this Agreement by County of Riverside.

County of Riverside agrees that the extent of the coverage may be reduced, on

1 a monthly basis, be a factor no greater than one twelfth (1/12th) of the full performance
2 bond at the end of the month. Notwithstanding the foregoing, it shall be in the sole
3 discretion of the County of Riverside to require that the performance bond be retained
4 at its full amount, or at any other level, during the remaining term of the Agreement.

5 If this Agreement is renewed pursuant to the provisions of Sections 3.2, or 3.3
6 herein, CONTRACTOR shall be required to obtain and maintain a performance bond
7 for any subsequent renewal period, subject to the same terms and conditions as set
8 forth herein.

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10 6.0 INDEPENDENT CONTRACTOR: CONTRACTOR and its employees and
11 agents shall be at all times in an independent capacity with regard to performance of
12 services or work rendered pursuant to this contract: and CONTRACTOR and its
13 employees and agents shall not act as, shall not be, and shall not in any manner be
14 considered to be agents, officers or employees of County of Riverside. There shall be
15 no employer-employee relationship between County of Riverside and CONTRACTOR;
16 and, CONTRACTOR and its employee relationship between County of Riverside and
17 CONTRACTOR County of Riverside. There shall be no employer-employee
18 relationship between County of Riverside and CONTRACTOR and CONTRACTOR
19 and its employees and agents shall not be entitled to any benefits payable to County of
20 Riverside employees. CONTRACTOR is responsible for payment and deduction of all
21 employment-related taxes on CONTRACTOR'S behalf and for CONTRACTOR'S
22 employees, including but not limited to all federal and state income taxes and
23 withholdings. County of Riverside shall not be required to make any deductions from
24 compensation payable to CONTRACTOR for these purposes. CONTRACTOR shall
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1 indemnify County of Riverside against any and all claims that may be made against the
2 COUNTY based upon any contention by a third party that an employer-employee
3 relationship exists by reason of this contract; and, CONTRACTOR shall indemnify
4 County of Riverside for any and all federal or state withholding or retirement payments
5 which County of Riverside may be required to make pursuant to federal or state law.

6 7.0 LIBRARY AUTOMATION CENTER: CONTRACTOR shall rent a portion
7 of the Library Automation Center, located at 5840 Mission Blvd., Riverside, CA 92509,
8 for administration and automation services for the Riverside County Library System.
9 The terms and conditions of the lease shall be negotiated by the parties, and shall be
10 set forth in a separate document.

11 7.1 RIGHT TO REVIEW AND MONITOR: County of Riverside and the
12 Economic Development Agency as manager of the County of Riverside's contract with
13 CONTRACTOR shall have the right to review and monitor the facilities, programs, or
14 procedures of CONTRACTOR at any reasonable time.

15 8.0 JANITORIAL / LANDSCAPING SERVICES:

16 8.1 Riverside County Economic Development Agency shall be responsible
17 for negotiating and administering leases for Riverside County Library System
18 branches. All decisions regarding said leases, and subleasing or other use of County
19 of Riverside property shall be handled by County of Riverside Facilities Management
20 under direction of the Assistant County Executive Officer/EDA. Payments on the
21 branch leases will be made outside the contract and are not included in the contract
22 amount specified in Section 4.0.

23 8.2 Riverside County Economic Development Agency shall be responsible
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1 for negotiating and administering contracts and/or agreements for an appropriate level
2 of landscaping and janitorial service at Riverside County Library System branches. All
3 decisions regarding said contracts shall be handled by County of Riverside Facilities
4 Management under direction from the Assistant County Executive Officer/EDA.
5 Payments to the providers of these services shall be made directly by the COUNTY.

6 **9.0 CONTRACTOR / AGREEMENTS WITH OTHER ENTITIES FOR**
7 **AUTOMATED SERVICES:** County of Riverside has entered into, or will be entering
8 into certain contracts/agreements as referenced in Attachment "E", for the provision of
9 automated services in libraries operated by other entities. CONTRACTOR agrees to
10 provide the services specified in those certain contracts/agreements, and
11 CONTRACTOR shall submit an invoice to County of Riverside for the services
12 rendered. The total amount invoiced shall not exceed the total aggregate amount of
13 those certain contracts/agreements as referenced in Attachment "E". Payment for
14 those contract/agreement services shall be made outside the contract amount
15 specified in Section 4.0.
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17 **10.0 MEDIA USE OF RIVERSIDE COUNTY LIBRARY SYSTEM**
18 **INFORMATION AND USE OF PATRON LIST:**

19 10.1 CONTRACTOR and its employees may not speak publicly on behalf of
20 the County of Riverside, or the Riverside County Library System without the express
21 consent of the County Librarian, and/or the County Executive Officer, or designee.
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23 10.2 CONTRACTOR agrees to provide the County Librarian and/or the
24 Assistant County Executive Officer/EDA, or designee with information, upon request,
25 which is necessary to respond to media and/or public inquiries regarding the provision

1 of library and/or ancillary services for the Riverside County Library System.

2 Whenever such information requested exceeds the scope of the customarily collected,
3 maintained and reported information by CONTRACTOR in connection with its
4 operations under this Agreement, CONTRACTOR shall be entitled to reimbursement
5 of its actual costs of collecting and reporting such information subject to mutual
6 consent obtained in advance between County of Riverside and CONTRACTOR.

7 10.3 CONTRACTOR shall not use specific information regarding the
8 Riverside County Library System, including photographs or other pictorial
9 representations, without the prior review and/or approval of the Assistant County
10 Executive Officer/EDA or designee. This review and/or approval shall apply to use in
11 any of CONTRACTOR'S marketing activities and articles and/or papers for publication
12 or consideration by trade and /or professional organizations or conferences.

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14 10.4 CONTRACTOR shall not utilize the patron list of the Riverside County
15 Library System, library circulation records kept for the purpose of identifying the
16 borrower of items available through the Riverside County Library System, or any other
17 information identifying patrons of the Riverside County Library System, for any
18 commercial use. CONTRACTOR may not make the list(s) available to any other entity
19 for any reason, except as approved by the County Librarian.

20 11.0 POLICIES AND PROCEDURES OF OPERATION:

21 11.1 CONTRACTOR agrees to the provisions of the Project Organization
22 Chart, and the General Division of Responsibilities as contained in Attachment "F"
23 hereto. Attachment "F" may be modified by mutual agreement of the Assistant County
24 Executive Officer/EDA, or designee, and CONTRACTOR.
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1 11.2 The existing Library Policy and Procedures manual shall remain in effect
2 for the operation of the Riverside County Library System. CONTACTOR may alter this
3 document only with the mutual agreement of the County Librarian and/or the Assistant
4 County Executive Officer/EDA or designee. Alterations to the document shall not
5 require formal amendments to this Agreement, unless the alterations result in
6 significant changes in the scope of services, as provided herein.

7 12.0 STAFF OF CONTRACTOR:

8 12.1 The selection process of any Project Manager, Library Manager, Zone
9 Manager, and/or Grant Manager under this Agreement shall require direct participation
10 by the County Librarian and/or the Assistant County Executive Officer/EDA, or
11 designee and the appointment of any of their positions shall require prior approval by
12 the Assistant County Executive Officer/EDA or designee.
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14 12.2 CONTRACTOR shall apprise County of Riverside, at the first reasonable
15 opportunity of any management changes within Library Systems & Services, LLC
16 throughout the period of performance of this Agreement.

17 12.3 County of Riverside Reserves the right to remove or cause to be
18 removed any key personal of CONTRACTOR from any activities relating to the
19 performance under this Agreement.

20 12.4 CONTRACTOR shall forward monthly staffing levels pursuant to this
21 Agreement to the County Librarian.

22 13.0 REPORTS

23 13.1 CONTRACTOR shall provide quarterly reports to the County of Riverside
24 of its allocated of its compensation under this Agreement by branch and by the
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1 categories as shown in Attachment "G", attached hereto. The reports shall be
2 separately detailed by the compensation amounts for the West Zone, Mid-South Zone,
3 Desert Zone, courier service, automation system, and any additional categories as
4 requested by the County Librarian.

5 13.2 Annually, CONTRACTOR shall timely report to County of Riverside all
6 statistical information necessary to meet State reporting requirements.

7 13.3 In addition to the foregoing, CONTRACTOR shall provide other reports
8 as mutually agreed upon between CONTRACTOR and County of Riverside.

9 13.4 In addition to the foregoing, CONTRACTOR agrees to make available to
10 County of Riverside copies of any documents necessary to verify billing, for payment
11 of invoices, as payment agent, as well as necessary for audit purposes.
12

13 13.5 CONTRACTOR shall provide such additional financial reports as may be
14 requested by the County of Riverside, at CONTRACTOR'S expense, during the period
15 of performance of this Agreement and/or prior to any renewal(s) of this Agreement.
16 Any financial reports requested by County of Riverside shall reflect the current contract
17 year of CONTRACTOR.

18 13.6 CONTRACTOR agrees that on or before July 30th after the close of any
19 contract year CONTRACTOR shall furnish financial statements of CONTRACTOR and
20 its parent companies certified by their respective Chief Financial Officers (CFOs), for
21 the most recent contract year ending June 30th. The certified financial statements
22 shall be forwarded to the County Librarian.
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24 13.7 CONTRACTOR agrees that at the sole discretion of the County of
25 Riverside, County may on an annual basis request an independent audit of

1 CONTRACTORS performance of this Agreement conducted by an auditor
2 selected by County of Riverside. CONTRACTOR agrees to cooperate in the audit and
3 CONTRACTOR shall use CONTRACTOR'S best efforts to ensure that the audit is
4 completed timely, with no administrative delays. CONTRACTOR agrees to cover the
5 costs of such audit costs not to exceed \$20,000 per audit.

6 14.0 INDEMNIFICATION: CONTRACTOR shall indemnify, and hold harmless
7 the County of Riverside, special districts, their respective directors, Board of
8 Supervisors, officers, employees, elected and appointed officials, and agents from any
9 liability whatsoever, including wrongful death, based or asserted upon any act or
10 omission of CONTRACTOR, its employees, subcontractors or agents, connected with
11 the accomplishment of the work or performance of service under this Agreement. As
12 part of the foregoing indemnity, CONTRACTOR agrees to protect and defend at its
13 own expense, including but not limited to, attorney's fees, the County of Riverside,
14 special districts, their respective directors, Board of Supervisors, officers, employees,
15 elected and appointed officials, and agents in any legal action based upon any such
16 alleged liability.

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18 15.0 CONTRACTOR INSURANCE: Without limiting or diminishing the
19 CONTRACTOR'S obligation to indemnify or hold the County of Riverside harmless,
20 CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost
21 and expense, the following insurance coverage's during the term of this Agreement.

22
23 15.1 WORKERS' COMPENSATION: If the CONTRACTOR has employees as
24 defined by the State of California, the CONTRACTOR shall maintain statutory
25 Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the

1 State of California. Policy shall include Employers' Liability (Coverage B) including
2 Occupational Disease with limits not less than \$1,000,000 per person per accident.
3 The policy shall be endorsed to waive subrogation in favor of The County of Riverside,
4 and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

5 15.2 COMMERCIAL GENERAL LIABILITY: Commercial General Liability
6 insurance coverage, including but not limited to, premises liability, contractual liability,
7 products and completed operations liability, personal and advertising injury, and cross
8 liability coverage, covering claims which may arise from or out of CONTRACTOR'S
9 performance of its obligations hereunder. Policy shall name the County of Riverside,
10 its Agencies, Districts, Special Districts, and Departments, their respective directors,
11 officers, Board of Supervisors, employees, elected or appointed officials, agents or
12 representatives as Additional Insured's. Policy's limit of liability shall not be less than
13 \$1,000,000 per occurrence combined single limit. If such insurance contains a general
14 aggregate limit, it shall apply separately to this agreement or be no less than two (2)
15 times the occurrence limit.
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17 15.3 VEHICLE LIABILITY: If vehicles or mobile equipment are used in the
18 performance of the obligations under this Agreement, then CONTRACTOR shall
19 maintain liability insurance for all owned, non-owned or hired vehicles so used in an
20 amount not less than \$1,000,000 per occurrence combined single limit. If such
21 insurance contains a general aggregate limit, it shall apply separately to this
22 agreement or be no less than two (2) times the occurrence limit. Policy shall name the
23 County of Riverside, its Agencies, Districts, Special Districts, and Departments, their
24 respective directors, officers, Board of Supervisors, employees, elected or appointed
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1 officials, agents or representatives as Additional Insured's.

2 15.4 GENERAL INSURANCE PROVISIONS – ALL LINES:

3 1) Any insurance carrier providing insurance coverage hereunder
4 shall be admitted to the State of California and have an A M BEST
5 rating of not less than A: VIII (A:8) unless such requirements are
6 waived, in writing, by the County Risk Manager. If the County's Risk
7 Manager waives a requirement for a particular insurer such waiver is
8 only valid for that specific insurer and only for one policy term.

9 2) The CONTRACTOR'S insurance carrier(s) must declare its
10 insurance self-insured retentions. If such self-insured retentions
11 exceed \$500,000 per occurrence such retentions shall have the prior
12 written consent of the County Risk Manager before the
13 commencement of operations under this Agreement. Upon
14 notification of self insured retention unacceptable to the COUNTY,
15 and at the election of the Country's Risk Manager, CONTRACTOR'S
16 carriers shall either; 1) reduce or eliminate such self-insured retention
17 as respects this Agreement with the COUNTY, or 2) procure a bond
18 which guarantees payment of losses and related investigations,
19 claims administration, and defense costs and expenses.

20 3) CONTRACTOR shall cause CONTRACTOR'S insurance
21 carrier(s) to furnish the County of Riverside with either 1) a properly
22 executed original Certificate(s) of Insurance and certified original
23 copies of Endorsements effecting coverage as required herein, and
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1 2) if requested to do so orally or in writing by the County Risk
2 Manager, provide original Certified copies of policies including all
3 Endorsements and all attachments thereto, showing such insurance
4 is in full force and effect. Further, said Certificate(s) and policies of
5 insurance shall contain the covenant of the insurance carrier(s) that
6 thirty (30) days written notice shall be given to the County of
7 Riverside prior to any material modification, cancellation, expiration or
8 reduction in coverage of such insurance. In the event of a material
9 modification, cancellation, expiration, or reduction in coverage, this
10 Agreement shall terminate forthwith, unless the County of Riverside
11 receives, prior to such effective date, another properly executed
12 original Certificate of Insurance and original copies of endorsements
13 or certified original policies, including all endorsements and
14 attachments thereto evidencing coverage's set forth herein and the
15 insurance required herein is in full force and effect. *CONTRACTOR*
16 *shall not commence operations until the COUNTY has been*
17 *furnished original Certificate (s) of Insurance and certified original*
18 *copies of endorsements and if requested, certified original policies of*
19 *insurance including all endorsements and any and all other*
20 *attachments as required in this Section. An individual authorized by*
21 *the insurance carrier to do so on its behalf shall sign the original*
22 *endorsements for each policy and the Certificate of Insurance.*
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24 4) It is understood and agreed to by the parties hereto that the
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CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or, the term of this Agreement, including any extensions thereof, exceeds five (5) years the COUNTY reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverage's currently required herein, if; in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

8) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

1 16.0 COUNTY OF RIVERSIDE INSURANCE: The County of Riverside shall
2 maintain or cause to be maintained property insurance covering all buildings used as
3 libraries under this Agreement except for those buildings wherein a lease or other
4 agreement specifically provides for others to provide such insurance. In addition, the
5 County of Riverside shall provide property insurance for all books, periodical and other
6 materials contained in the libraries. CONTRACTOR shall advise the County Librarian of
7 the County of Riverside, the County Risk Manager and any other contact that the
8 County Librarian has provided to CONTRACTOR of any loss or damage to property
9 associated with any library immediately after the loss. Subsequent to any loss,
10 CONTRACTOR shall cooperate fully with all request made by the County's Risk
11 Manger or their designees. CONTRACTOR agrees to monitor and protect the
12 property associated with this Agreement in the manner described herein.
13

14 17.0 TERMINATION PROVISION: Either party may terminate this Agreement,
15 with or without cause, upon six (6) months written notice served upon the other party.
16 If, for any reason, the Agreement is terminated prior to full completion of services,
17 CONTRACTOR agrees to immediately furnish to County of Riverside copies of all
18 documents related to this Agreement.

19 18.0 ADMINISTRATION: The Assistant County Executive Officer/EDA of the
20 County of Riverside, or designee, shall administer this Agreement on behalf of the
21 County of Riverside.
22

23 19.0 ASSIGNMENT: CONTRACTOR may not delegate the obligations
24 hereunder, either in whole or in part, without prior written consent of County of
25 Riverside. CONTRACTOR may not assign the rights hereunder, either in whole or in

1 part, without the prior written consent of County of Riverside. Any attempted
2 assignment or delegation in derogation of this paragraph shall be void.

3 20.0 ALTERATION AND/OR AMENDMENT: No alteration, amendment, or
4 variation of the terms of this Agreement shall be valid unless made in writing and
5 signed by the parties hereto, and no oral Understanding or agreement not
6 incorporated herein, shall be binding on any of the parties hereto. Only the Board of
7 Supervisors of the County of Riverside may authorize any alteration or revision of this
8 Agreement on behalf of the County of Riverside. The parties expressly recognize that
9 County of Riverside personnel, including the Assistant County Executive Officer/EDA
10 of the County of Riverside are without authorization to either change or waive any
11 requirements of this Agreement.
12

13 21.0 NONDISCRIMINATION: This Agreement hereby incorporates by
14 reference the provision of Title 2, California Code of Regulations (CCR), Section 8107
15 et Seq., as may be amended from time to time. CONTRACTOR agrees to comply with
16 the provisions of Title 2, CCR, Section 9107 et. Seq., and further agrees to include this
17 Nondiscrimination Clause in any and all subcontracts to perform services under this
18 Agreement.

19 22.0 CONFLICT OF INTEREST: CONTRACTOR shall have no interest, and
20 shall not acquire any interest, direct or indirect, which will conflict in any manner or
21 degree with the performance of services required under this Agreement.
22

23 23.0 NOTICES: Notices under this Agreement shall be sent to the parties at
24 the addresses set forth below, or to such other addressees as the parties designate in
25 writing and provide to the other party:

1 COUNTY OF RIVERSIDE

CONTRACTOR

2 Economic Development Agency

Library Systems & Services, LLC

3 3403 Tenth Street, Suite 300

12850 Middlebrook Road, Suite 400

4 Riverside, CA 92501-3679

Germantown, MD 20874-5244

5 Attn.: County Librarian

Attn.: Frank Pezzanite, President

6
7 All correspondence and notices required or contemplated by this Agreement shall be
8 deemed submitted five (5) days after their deposit in the United States mail, postage
9 prepaid

10 24.0 REQUIRED AUTHORIZATION TO CONDUCT BUSINESS IN

11 CALIFORNIA: CONTRACTOR shall obtain, and shall maintain any authorization
12 required by the laws of the State of California for CONTRACTOR to operate in the
13 State of California at all times while performing services under this Agreement.
14 CONTRACTOR shall furnish certified copies of the required authorizations to the
15 Assistant County Executive Officer/EDA, or designed, prior to the commencement of
16 the term of this Agreement. Failure to obtain any of these prior to the commencement
17 of the term of the Agreement, or failure to maintain any of these during the term of the
18 Agreement, shall be grounds for immediate suspension, and/or termination of this
19 Agreement by the County of Riverside.
20

21 25.0 NON-PROFIT FOUNDATION: CONTRACTOR has established a non-
22 profit foundation for the benefit of the Riverside County Library System, and shall
23 continue to operate and maintain this non-profit foundation. CONTRACTOR agrees
24 that the governing board of this foundation shall be composed of trustees from
25

1 CONTRACTOR, and appointments from the County of Riverside. CONTRACTOR
2 agrees that the decisions as to the disbursement of any and all funds, generated or
3 received by the foundation, shall require prior authorization from the Foundation Board
4 of Trustees, and shall receive input from the Zone Advisory Boards. Any significant
5 expenditures, generally considered at a value of five thousand (\$5,000) or more, shall
6 be subject to review by the Assistant County Executive Officer/EDA, or designee
7 and/or the Board of Supervisors for Riverside County, as appropriate. Gift(s) and/or
8 donation(s) accepted by the Foundation or County for use at a specific library branch
9 shall be used in accordance with the terms and conditions of that gift(s) and/or
10 donation(s).
11

12 26.0 WAIVER: Any waiver by County of Riverside of any breach of any one
13 (1) or more terms of this Agreement shall not be construed to be a waiver of any
14 subsequent or other breach of the same term or of any other term herein.

15 27.0 WORK PRODUCT: All reports, finding, data or documents compiled or
16 assembled by CONTRACTOR under this Agreement becomes the property of the
17 County of Riverside, and shall be transmitted to County of Riverside at the termination
18 of this Agreement. CONTRACTOR may retain copies of any statistical, policy or
19 procedural information produced by CONTRACTOR in performance of this
20 Agreement, excluding any information relation to specific library patron(s).
21

22 28.0 GOVERNING LAW: This Agreement and its construction and
23 interpretation as to validity, performance and breach shall be construed under the laws
24 of the State of California applicable to agreements both entered into, and to be
25 performed in California.

1 28.1 The provisions of the Government Claims Act (Government Code
2 Section 900, et. Seq.) must be followed first for any disputes under this Agreement.

3 28.2 All actions and proceedings arising in connection with this Agreement
4 shall be tried and litigated exclusively in the state or federal (if permitted by law and an
5 party elects to file an action in federal court) courts located in the County of Riverside,
6 State of California.

7 28.3 CONTRACTOR agrees that it will be subject to, and will be in
8 compliance with the provisions of the Public Records Act (Govt. Code section 6250 et.
9 Seq.), and the Ralph M. Brown Act (Govt. Code section et. Seq.) for the provision of
10 services under this Agreement.

11 29.0 SEVERABILITY: In the event any provision in this Agreement is held by
12 a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining
13 provisions will nevertheless continue in full force without being impaired or invalidated
14 in any way.

15 30.0 SUBCONTRACT FOR WORK OR SERVICES: No contract or agreement
16 shall be made by CONTRACTOR with any party for the furnishing of any of the work
17 or services described herein, and in Attachments "A" through "H," attached hereto,
18 without the prior written approval of the Administrator of the contract for County of
19 Riverside, as designed herein. This provision shall not require the approval of
20 contracts or agreements for the employment between CONTRACTOR and personnel
21 which have been specifically named in this Agreement or in any attachments hereto,
22 except to the extent as provided in section 12.0 herein. No subcontract shall terminate
23 or alter the responsibilities of CONTRACTOR to County of Riverside pursuant to this
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1 Agreement.

2 31.0 DISALLOWANCE: In the event CONTRACTOR receives payment for
3 services under this Agreement which are later disallowed for nonconformance with the
4 terms and conditions herein, CONTRACTOR shall promptly refund the disallowed
5 amount to County of Riverside on request. County of Riverside retains the option to
6 offset the amount disallowed from any payment due to CONTRACTOR under this
7 Agreement, or under any other contract or agreement between CONTRACTOR and
8 County of Riverside.

9 32.0 ENTIRE AGREEMENT: This Agreement, and attachments hereto,
10 constitute the entire Agreement between the parties hereto with respect to the subject
11 matter herein and all prior or contemporaneous Agreements of any kind or nature
12 relating to the same shall be deemed to be merged herein. Any modifications to the
13 terms of this Agreement must be in writing as required herein.

14 33.0 BANKRUPTCY: Notwithstanding any provision in this Agreement, if at
15 any time there shall be filed by or against CONTRACTOR, in any court, tribunal,
16 administrative agency or any other forum having jurisdiction, pursuant to any
17 applicable law either of the United States or of any state, a petition in bankruptcy or
18 insolvency or for reorganization or for the appointment of a receiver, trustee or
19 conservator of all or a portion of CONTRACTOR'S property, or if CONTRACTOR
20 makes an assignment for the benefit of creditors, and if this action is not dismissed
21 after ninety (90) calendar days, this Agreement may, at the sole discretion of County of
22 Riverside, be immediately canceled and terminated by County of Riverside. Notice
23 shall be given within ten (10) working days to County of Riverside of any filing for
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1 bankruptcy, insolvency or for reorganization of a receiver, trustee or conservator, or
2 assignment to creditors.

3 34.0 PERFORMANCE STANDARD REVIEW: CONTRACTOR agrees that
4 annually, in consultation with the County Librarian, a qualitative performance standard
5 review shall be conducted. The scope of the review shall be determined by the
6 County of Riverside.

7 35.0 ADDITIONAL FUNDS FROM COUNTY OF RIVERSIDE: To the extent
8 that the County of Riverside can provide additional fiscal resources for capital
9 resources for the Riverside County Library System, including, but not limited to,
10 Community Development Block Grant funds, CONTRACTOR, upon request of the
11 County of Riverside, shall allocate a commensurate or appropriate amount to enhance
12 library operations, including, but not limited to, service hours and/or materials. The
13 expenditure of the allocated funds shall be subject to approval by the Assistant County
14 Executive Officer/EDA, or designee.

15
16 36.0 AUTHORIZATION TO ACCEPT GIFTS, REQUESTS, DONATIONS
17 AND/OR GRANTS: CONTRACTOR shall accept any gifts, bequests, donations
18 and/or grants, as identified, and authorized by the County Librarian, pursuant to the
19 authority as granted by the Board of Supervisors, on behalf of the Riverside County
20 Library System. It is understood that gifts, bequests and donations made directly to
21 CONTRACTOR may not be tax-deductible to the donor, and that therefore, gifts,
22 bequests and donations will ordinarily be made to County of Riverside or Riverside
23 County Library Foundation, and applied in accordance with the provisions of this
24 Agreement. CONTRACTOR shall expend any revenue and/or funds contained in such
25

1 gifts, bequests, donations and/or grants, subject to any restrictions placed on the use
2 of the revenues and/or funds at the time of receipt by the County Librarian, and/or the
3 Board of Supervisors.

4 37.0 EQUIPMENT/FURNITURE:

5 37.1 County of Riverside shall provide the facilities and furniture, and
6 CONTRACTOR shall provide operational equipment and supplies, and shall manage
7 the staff and operate library facilities as necessary to properly provide the Riverside
8 County Library System at a level consistent with the funding level provided by the
9 County of Riverside. Provision for any new automation equipment and
10 telecommunication equipment, including payments, shall be acquired by mutual
11 consent of the parties. Any additional equipment and supplies specifically provided by
12 the County of Riverside for use by CONTRACTOR in the provision of Riverside
13 County Library System service shall be and shall remain the property of the County of
14 Riverside.
15

16 37.2 County of Riverside shall indemnify, and hold harmless CONTRACTOR,
17 its officers, employees, and agents from any liability for personal injury (including
18 wrongful death) or property damage, arising out of County of Riverside's failure to
19 perform needed facility maintenance, however, this indemnification and hold harmless
20 will only apply if CONTRACTOR has met all obligations stated in Section 37.3 below.
21

22 37.3 As a result of carrying out this Agreement, CONTRACTOR becomes the
23 day-to-day custodian of the property associated with the subject libraries of this
24 Agreement. Such property shall include the land upon which the library is located:
25 including but not limited to landscaping, walkways, parking and stairs; the building;

1 including (to the extent observable by CONTRACTOR) but not limited all building
2 systems such as heating, air conditioning, plumbing, electrical and security, and all
3 contents including but not limited to books, shelves, furniture, computers and all other
4 articles of personal property. As custodian of County of Riverside property,
5 CONTRACTOR shall take reasonable actions that would be expected of a reasonably
6 prudent custodian of real and personal property. Such actions will include, but not be
7 limited to, the observation of the property on days of library operation noting any
8 apparent hazards, damage, needed maintenance and security concerns. Hazards are
9 physical conditions of the premises that could cause physical injury to visitors or staff.
10 CONTRACTOR shall take immediate action, upon discovery, to prevent any hazard(s)
11 from causing damage to others, and such action taken shall be appropriate for the
12 hazard(s) involved up to and including the evacuation and closure of the library until
13 the hazard(s) are corrected. For most hazards discovered, immediate, minor actions
14 can be taken to prevent injury such as, but not limited to: cordoning off an area, taping
15 a rip in the carpet, posting warning signs or closing off a room. Hazards that come to
16 the attention of the CONTRACTOR should be reported to the County Librarian after
17 CONTRACTOR has taken any immediate, protective action CONTRACTOR deems
18 prudent. If, in the opinion of CONTRACTOR, a reported hazard has not been
19 corrected in a timely manner, the hazard should be reported to the County Risk
20 Manager. CONTRACTOR shall advise the County Librarian of minor damage and
21 maintenance needs of the property. In the event of serious damage to the property
22 from any cause, including but not limited to fire, CONTRACTOR shall first notify the
23 appropriate emergency services and then notify the County Librarian and County Risk
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25

1 Management.

2 This Section is NOT intended to be a blanket authorization for the
3 CONTRACTOR to upgrade furniture or fixtures unilaterally, nor is the intent of this
4 clause for the CONTRACTOR to spend funds not approved by the County Librarian.
5 CONTRACTOR shall, while awaiting emergency services and afterwards, protect all
6 undamaged property with any means available and will properly secure the remaining
7 structure to prevent vandalism or any type of further damage. CONTRACTOR shall
8 cooperate with and provide claim related information requested by County of
9 Riverside's insurance company representatives after any loss. CONTRACTOR shall
10 train the manager of each Library as to their duties as required herein and make sure
11 they have the equipment, knowledge and training to respond correctly.
12

13 37.4 All assets, including capital expenditures which are purchased and/or
14 procured by CONTRACTOR for use in the operation of the branches of the Riverside
15 County Library System, or for the operation of the Riverside County Library System
16 automated system, pursuant to this Agreement, shall be and shall remain the property
17 of the County of Riverside.

18 37.5 CONTRACTOR shall keep a current inventory of any and all the
19 equipment and/or furniture of the Riverside County Library System and on a monthly
20 basis, CONTRACTOR shall provide a report of any and all equipment purchased in
21 that month for the Riverside County Library System, and the location for the use of
22 such equipment. Disposal or exchange of any equipment and/or furniture shall require
23 prior approval of the County Librarian.
24

25 38.0 COLLECTION DEVELOPMENT:

1 38.1 Where materials, including books, are required to be purchased by
2 CONTRACTOR for the Riverside County Library System, pursuant to this Agreement:
3 On an annual basis, CONTRACTOR shall conduct a competitive bidding process for
4 general material acquisitions with a minimum of two (2) vendors, shall retain all
5 documents relating to those bid(s) during the term of this Agreement, and shall make
6 all materials on the bids, the selection process and criteria, and the final award
7 available to the County Librarian, and/or Assistant County Executive Officer/EDA, or
8 designee, upon request of the County Librarian, and/or the Assistant County Executive
9 Officer/EDA or designee. All general material acquisitions shall be presented for prior
10 approval by the County Librarian, and shall not be acquired by CONTRACTOR until
11 approval has been granted by the County Librarian.
12

13 38.2 CONTRACTOR agrees that any materials deemed by CONTRACTOR to
14 be ready for weeding out of the collection of the Riverside County Library System shall
15 not be discarded without the prior approval of the County Librarian, and/or the
16 Assistant County Executive Officer/EDA, or designee.

17 39.0 RECOVERY OF ASSESSMENTS AGAINST COUNTY: In any instance
18 where funds other than those described in Section 4.0 of this Agreement have been
19 forwarded from the County of Riverside, and/or are paid directly from any source, to
20 CONTRACTOR for the performance of duties outside the scope of this Agreement,
21 including but not limited to donations for extra staff, extra hours, extra services, and/or
22 special purpose grants, CONTRACTOR agrees that it shall refund to the County of
23 Riverside, immediately upon request of the County Librarian, any funds which have or
24 have not been applied by CONTRACTOR to the required out-of-scope special
25

1 purposes, work or services that are required to be returned by County of Riverside to
2 the requesting entity.

3 40.0 BOOKMOBILES: Included within the scope of services of this
4 Agreement, CONTRACTOR has the care, custody and control of two bookmobiles that
5 are owned by the COUNTY and CONTRACTOR has agreed to be responsible for the
6 day-to-day operation and maintenance of the bookmobiles in their possession.

7 CONTRACTOR also agrees, as part of this Agreement, to accept all liability
8 associated with the existence and operation of the bookmobiles while the bookmobiles
9 are in the care, custody or control of the CONTRACTOR. CONTRACTOR also agrees
10 to provide insurance for the bookmobiles as provided for in Section 15.0 INSURANCE
11 and to indemnify and defend the County of Riverside as provided for in Section 14.0
12 INDEMNIFICATION.
13

14 41.0 COMPLIANCE: CONTRACTOR agrees to be in compliance with, and
15 remain in compliance with all existing and future Federal, State and Local Statutes,
16 Laws and Ordinances, Rules and Regulations.

17 42.0 CERTIFICATION OF AUTHORITY TO EXECUTE THIS AGREEMENT:
18 CONTRACTOR certifies that the individual signing below has authority to execute this
19 Agreement on behalf of CONTRACTOR, and may legally bind CONTRACTOR to the
20 terms and conditions of this Agreement, and any attachments hereto.

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IN WITNESS WHEREOF, the parties have caused this Contract for Riverside County Library System Administration to be executed this 28th day of September, 2010.

COUNTY OF RIVERSIDE

CONTRACTOR

Library Systems and Services, L.L.C.

By: Marion Ashley
Marion Ashley, Chairman
Board of Supervisors

By: Frank Pezzanite
Frank Pezzanite, LSSI President

ATTEST:

Kecia Harper-Ihem
Clerk of the Board

By: [Signature]
Deputy

APPROVED AS TO FORM AND CONTENT:

PAMELA J. WALLS
County Counsel

By: [Signature]
Deputy

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ATTACHMENT A

DESCRIPTION OF SERVICES AND PERFORMANCE STANDARDS

LIBRARY OPERATION – WEST ZONE

LIBRARY SERVICE HOURS AND STAFFING

The CONTRACTOR will provide at least 429 hours of library service per week in the West Zone as specified below utilizing 49.0 full-time equivalent (FTE) staff. Service hours will increase 10 hours and FTE will increase 2.0 with the opening of the new Highgrove Library in January 2011.

Library	Weekly Hours of Operation
Glen Avon	52
Norco	46
Robidoux	40
Eastvale	30
Home Gardens	50
Highgrove	25 (35 new library)
Calimesa	40
Perris	52
Nuview	20
El Cerrito	20
Paloma Valley	30
Western County Bookmobile	30
Total	435 (445 new library)

1 LIBRARY SERVICES

2 Each branch will offer basic reference service. The Glen Avon Regional Library will
3 serve as the Principal Reference Center in the West Zone offering second level
4 reference. Third level reference services to be provided per agreement with the Inland
5 Library System. Ancillary programs (e.g., children's programs, homework help, senior
6 programs, etc.) will be offered throughout branches. Community groups will be
7 encouraged to participate in the establishment of such programs.

8
9 BOOKS AND MATERIALS

10 Under the Fifth Amendment to this agreement at least \$218,750.00 in mitigation fees
11 shall be used for the purchase of books and other library materials for placement in
12 library branches located in the West Zone. Selection of materials shall be subject to
13 the approval of the County Librarian.

14
15 BOOKMOBILE

16 The Western County Bookmobile will be stationed at Perris. The schedule will be
17 approved by the County Librarian. CONTRACTOR shall perform preventive
18 maintenance on the bookmobile in accordance with the manufacturer's suggested
19 schedule.

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ATTACHMENT B

DESCRIPTION OF SERVICES AND PERFORMANCE STANDARDS

LIBRARY OPERATION – MID-SOUTH ZONE

LIBRARY SERVICE HOURS AND STAFFING

The CONTRACTOR will provide at least 572.5 hours of library service per week in the Mid-South Zone as specified below utilizing 74 full-time equivalent (FTE) staff.

Library	Weekly Hours of Operation
Temecula (Grace Mellman)	40
Temecula	63
Valle Vista	45
San Jacinto	59.5 (joint use with San Jacinto Unified School District)
Sun City	50
Romoland	20 (joint use with Perris Union High School District)
Lake Elsinore	43
Lakeside	52
Idyllwild	30
Canyon Lake	30
Mission Trail	45
Anza	51 (joint use with Hemet Unified School District)
Woodcrest	44
Total	572.5

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ATTACHMENT C

DESCRIPTION OF SERVICES AND PERFORMANCE STANDARDS

LIBRARY OPERATION – DESERT ZONE

LIBRARY SERVICE HOURS AND STAFFING

The CONTRACTOR will provide at least 379 hours of library service per week in the Desert Zone as specified below utilizing 47.0 full-time equivalent (FTE) staff.

Library	Weekly Hours of Operation
Palm Desert	52
Cathedral City	44
Indio	40
La Quinta	50
Coachella	39
Lake Tamarisk	20
Mecca	40
Coachella Valley Bookmobile	16
Thousand Palms	40
Desert Hot Springs	38
Total	379

LIBRARY SERVICES

Each branch will offer basic reference service. The Palm Desert Library will serve as the Principal Reference Center in the Desert Zone offering second level reference. Third level reference services to be provided per agreement with the Inland Library System. Ancillary programs (e.g., children's programs, homework help, senior

1 programs, etc.) will be offered throughout branches. Community groups will be
2 encouraged to participate in the establishment of such programs

3 **BOOKS AND MATERIALS**

4 At least \$150,000.00 in County Library funds shall be used for the purchase of books
5 and other library materials for placement in library branches located in the Desert
6 Zone. Selection of materials shall be subject to the approval of the County Librarian.

7
8 **BOOKMOBILE**

9 The Coachella Valley Bookmobile will be operated from the Indio library and stationed
10 at the City of Indio Corporate Yard located at 83101 Avenue 45, Indio, CA, 92201.
11 The schedule will be approved by the County Librarian. CONTRACTOR shall perform
12 preventive maintenance on the bookmobile in accordance with the manufacturer's
13 suggested schedule.

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ATTACHMENT D
DESCRIPTION OF SERVICES AND PERFORMANCE STANDARDS
COURIER SERVICE

LIBRARY MATERIALS

The CONTRACTOR will collect items from County library branches, sort and identify the destination of those items, and deliver the items to the appropriate branch. Items will be sorted en route as possible to expedite delivery. All County library branches will receive regular delivery and pick up, with the exception of the three Principal Resource Libraries (Temecula, Palm Desert, and Glen Avon), which will receive delivery and pick up twice daily each day the branch is open. Saturday service to Principal Resource Libraries will be once daily. Courier services will not be provided on Sundays. The Contractor will also provide inter-county delivery service to the San Bernardino County Library System a minimum of two times per week.

INTER-BRANCH CORRESPONDENCE

The Contractor will provide delivery of inter-branch correspondence and equipment as needed.

OTHER MATERIALS

The CONTRACTOR will provide delivery of library equipment to/from branches.

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ATTACHMENT E
DESCRIPTION OF SERVICES AND PERFORMANCE STANDARDS
AUTOMATION SYSTEM

INLAND LIBRARY NETWORK (ILN)

The CONTRACTOR will operate the Inland Library Network Automated System (consisting of the Riverside County, Moreno Valley, Murrieta, and College of the Desert Libraries, and the San Bernardino County Library) for the purpose of :

1. Maintaining ILS software – manage the integrated library system (ILS) software (SirsiDynix Unicorn) that operates the Inland Library Network, including performing upgrades and modifying policy files as needed.
2. Online Catalog – a database that currently includes bibliographic records for all holdings in the ILN system.
3. Bookkeeping – for the libraries of Riverside County (including Moreno Valley, Murrieta, and College of the Desert) to record monetary and receipt information for related acquisitions and bookkeeping tasks.
4. Material Reservations – reserve and order materials at any library in the ILN system.
5. Online Databases – maintain access to articles from more than 6,000 online magazines and journals, 140 newspapers, and many reference books for the libraries of Riverside County.
6. Reporting – generate routine reports consistent with reporting requirements as specified in Attachment G of this agreement for the libraries of Riverside County.

- 1 7. Notices – process overdue, collection and holds notification notices for the
2 libraries of Riverside County.
- 3 8. Policy Charges – at the request of ILN members, modify library circulation
4 software to govern the circulation transactions in those libraries, including
5 adding materials and patron types, changing circulation parameters, and
6 fine and fee structures.
- 7 9. Communications – convene regular meetings of the Inland Library Network
8 Technical Advisory Group (TAG) to provide a forum for the sharing of ideas
9 by all libraries in the ILN.
- 10 10. New Fiber Optic System – maintain and manage the new fiber optic system
11 to increase network efficiency.
12 ILN servers are located at the Riverside County Library Administrative
13 Offices at 5840 Mission Blvd in Riverside.

14
15 RIVERSIDE COUNTY LIBRARY SYSTEM

16 In addition to those tasks outlined above that are provided for the benefit of all libraries
17 in the Inland Library Network, CONTRACTOR shall perform the following services
18 specifically for the libraries of the Riverside County Library System:

19
20 Maintain hardware – including computers (403 for public Internet use, 320 for staff
21 use, 50 for online catalog access use, and 51 servers to support public, staff, and
22 network services) in all county library sites and bookmobiles (except public computers
23 in the Temecula Public Library, which are maintained by the City of Temecula). Other
24 network and supporting hardware such as routers, switches, and all peripheral devices
25 such as public and staff printers, barcode scanners, and receipt printers.

1 RCLS database – provide constant update, maintenance and support for the
2 approximately 1.6 million bibliographic records and 681,000 patron records of the
3 Riverside County Library System.

4
5 Web Page – provide current and accurate information through constant monitoring,
6 updating, and improving online services provided to online library users, including
7 maintaining ready access to the library's catalog and databases, user accounts,
8 services such as Live Homework Help and downloadable audio books, as well as
9 separate web sites for each location in the Riverside County Library System.

10
11 Online calendar software – maintain an online, searchable, interactive calendar of
12 events via the RCLS web page.

13
14 Enhanced search capabilities – install, configure, and maintain software that provides
15 enhanced searching of the library catalog and databases provided by the Riverside
16 County Library System.

17
18 PC management system – install and maintain software that manages online customer
19 reservations and provides filtering of public Internet access compatible with County
20 policy.

21
22 Wireless systems – install and maintain wireless systems in new locations and other
23 sites as directed by the County.

24
25 Phone systems – Maintain phone systems in specific sites upon consultation with the

1 County and as resources allow.

2 Radio Frequency Identification (RFID) – install RFID systems, including collection
3 tagging, security systems, circulation, self-check, and inventory in new locations and in
4 existing locations as directed by the County.

5
6 New library installations – coordinate installation of all data systems for new library
7 projects, including public and staff computers, circulation system, PC reservation
8 system, wireless, RFID and phone systems as directed by the County.

9
10 Fiber Optic – Maintain fiber optic network as directed by the County.

11
12 E-Rate – meet all requirements and deadlines to ensure that Riverside County
13 receives all eligible E-Rate discounts.

14
15 COLLEGE OF THE DESERT AGREEMENT FOR LIBRARY SERVICES

16 The County has an agreement to provide library services to the College of the Desert
17 through 2011. The CONTRACTOR will provide the service for the duration of the
18 Agreement and will submit a separate invoice to the County for services rendered
19 under this Agreement.

20
21 CITY OF MORENO VALLEY AGREEMENT FOR LIBRARY SERVICES

22 The County has an agreement to provide library services to the Moreno Valley Library
23 through 2011. The CONTRACTOR will provide the service for the duration of the
24 Agreement and will submit a separate invoice to the County for services rendered
25 under this Agreement.

1 CITY OF MURRIETA AGREEMENT FOR LIBRARY SERVICES

2 The County has an agreement to provide library services to the Murrieta Library
3 through 2011. The CONTRACTOR will provide the service for the duration of the
4 Agreement and will submit a separate invoice to the County for services rendered
5 under this Agreement.
6

7 INYO COUNTY AGREEMENT FOR LIBRARY SERVICES

8 The County has an agreement to provide library services to Inyo County through 2011.
9 The CONTRACTOR will provide the service for the duration of the Agreement.

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1 **ATTACHMENT F**

2 **PROJECT ORGANIZATION CHART**

3 **GENERAL DIVISION OF RESPONSIBILITIES**

4 General division of responsibilities between the CONTRACTOR and COUNTY are
5 specified below.

6

7 <u>Responsibility</u>	<u>CONTRACTOR</u>	<u>COUNTY</u>
9 Regulations (regarding library etiquette)	X	X
10 Type of Library Service (ex. reference, children's, etc.)	X	X
11 Level of Staff	X	X
12 Operation of Automated System	X	
13 Policy for Meeting Room Use	X	X
14 Fees	X	X
15 Use of Gifts and Memorials below \$1,000	X	
16 consistent with terms of gift		
17 Use of Gifts and Memorials over \$1,000		X
18 Materials Selection	X	X
19 Book Sales by Friends Groups	X	X
20 Annual Filing for Public Library Fund		X
21 Manage landscaping/janitorial contracts for County Library facilities		X
22 Funding for County Library Services		X
23 Minimum amount of contract to be expended for books/materials	X	X
24 Management of County Library Branch Leases		X
25 Minimum Operating Hours for Each Branch	X	X

1	Staff Liaison to CFLAC		X
2	Staff Liaison to Zone Advisory Boards		X
3	Planned Closure of Library Facilities	X	X
4	(other than observed holidays)		
5	Coordination of Significant Written Press Releases regarding	X	X
6	County Library facilities and/or operational changes		
7	Approval of County Librarian prior to applying for grants	X	
8	Copies of grant applications, claims, and reports prior to filing	X	X
9	Provide descriptive summary of bill and attachments on invoices	X	
10	Management of security and fire service contracts		X
11	Management of maintenance and improvement requests		X
12	Fingerprinting of staff as required by contract agencies	X	
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ATTACHMENT G

GENERAL REPORTING REQUIREMENTS

ALA standardized data collection by **System, Zone**, and by **Branch** (Annually)

Reference transactions per capita

Circulations per capita

Circulations per registered borrower

Borrower registration as a percentage of population

Collection turnover rate

Statistical Data and other information by **Zone** and by **Branch** (Annually, Quarterly, and Monthly)

Annually by Branch

Floor area in sq. ft.

Estimated population served

Items held

Subscriptions received

Hours open per week

Quarterly by Zone and Branch (to be provided no later than 15 days following the end of the quarter)

Materials acquisitions

Number of volumes by Zone and Branch

Titles by Zone and Branch

Expenditure by Zone

Monthly by Branch (to be provided no later than the end of the following month)

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Attendance (number of people coming in the door)

Total items checked out

ILL requests (incoming/outgoing)

Children's percentage of total circulation

New borrower registrations

Meeting room use and attendance

Reference questions asked

Number of toddler/pre-school story times and attendance

Number of uses of Public Access Computers

Number of school-age and teen programs and attendance

Visits from school classes and attendance

Number of schools visited

Literacy learners instructed

Literacy tutors trained

Literacy volunteer hours and number of volunteers

Volunteer hours and number of volunteers

Number of shut-ins served

Number of blind and physically disabled residents served

Number of materials delivered to shut-ins

Number of materials loaned to blind and disabled residents

Books bound

Government documents received

Staffing levels

Meetings with Friends Groups

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Number and nature of complaints and action taken

Incentive awards given to staff

Acclamation received

User suggestions (submitted through suggestion box)

Detailed expenditure report on all grants and contracts

Weekly by Branch (to be provided no later than the end of the following week)

Copy of signed tally form showing daily over/shorts and bank deposit
slip showing total deposit

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Attachment H

Contract Expenses Summary

West Zone	\$2,194,100
Mid-South Zone	\$2,786,525
Desert Zone	\$2,483,515
RCLS Automated System	\$806,306
City of Moreno Valley automated services contract	\$41,250
City of Murrieta automated services contract	\$60,000
College of the Desert automated services contract	\$49,129
Courier System	\$218,625
La Quinta Museum contract	\$128,250
Desert Zone Materials	\$185,000
Contract Sub-total	\$8,917,700

Development Impact Fees (DIF) Program Fund

Materials Allocation for this contract	\$185,000
\$5 processing charge per item in addition to allocation	

Contract Sub-total	\$8,917,700
Materials Allocation for this contract	\$185,000
Total	\$9,102,700

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