

864



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

FROM: Economic Development Agency

SUBMITTAL DATE:
August 16, 2011

SUBJECT: Second Amendment to the Contract with Library Systems and Services, LLC for Provision of County Library Services

RECOMMENDED MOTION: That the Board of Supervisors approve and authorize the Chairman of the Board to sign the attached Second Amendment with Library Systems and Services, LLC, for the provision of County Library Services through June 30, 2012.

BACKGROUND: Since July 1, 1997, Riverside County Library System has been operated under an agreement with Library Systems and Services, LLC (LSSI). The Second Amendment for this fiscal year reduces the current contract amount by \$210,025. This savings is realized through discounted telecommunications rates. EDA and LSSI continue to work closely to maintain costs while maintaining library hours and services.

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 12,322,884	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2011/12

COMPANION ITEM ON BOARD OF DIRECTORS AGENDA: No

SOURCE OF FUNDS: 94% of County Library Fund (Fund No. 21200) \$11,620,884 and 6% Western DIF County Library Book Fund (Fund No. 30542) \$702,000	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

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Buster, Benoit and Ashley
Nays: None
Absent: ~~11 Tavaglione and Stone~~
Date: September 20, 2011
xc: EDA, Auditor

Kecia Harper-Ihem
Clerk of the Board
By:
Deputy

Prev. Agn. Ref.: 3.40 of 6/28/11

District: ALL

Age

Number

3.7

FORM APPROVED/COUNTY COUNSEL
BY: NEAL R. KIPNIS
DATE: 8/22/11
Departmental Concurrence

ALL MEASURES APPROVED
PAUL ANGULO, CPA, AUDITOR-CONTROLLER
BY: Samuel Wong
DATE: 8/31/11
SAMUEL WONG

Dep't Recomm.: Policy
Per Exec. Ofc.: Policy
 Consent
 Consent

MINUTES OF THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



3.45

On motion of Supervisor Buster, seconded by Supervisor Benoit and duly carried, IT WAS ORDERED that the recommendation from the Economic Development agency regarding the Second Amendment to the Contract with Library Systems and Services LLC, for the provision of County Library Services is continued to Tuesday, September 20, 2011 at 9:00 a.m.

Roll Call:

Ayes: Buster, Tavaglione, Benoit and Ashley
Nays: None
Absent: Stone

I hereby certify that the foregoing is a full true, and correct copy of an order made and entered on September 13, 2011 of Supervisors Minutes.

(seal)

WITNESS my hand and the seal of the Board of Supervisors
Dated: September 13, 2011
Kecia Harper-Ihem, Clerk of the Board of Supervisors, in
and for the County of Riverside, State of California.

By: *Kecia Harper-Ihem* Deputy

AGENDA NO.
3.45

xc: EDA, COB

2 **SECOND AMENDMENT TO CONTRACT FOR RIVERSIDE COUNTY**

3 **LIBRARY SYSTEM ADMINISTRATION**

4 **(Fiscal Year 2011-2012)**

5 **WHEREAS**, effective June 28, 2011, the County of Riverside (hereinafter
6 referred to as "COUNTY") and Library Systems & Services, LLC ("CONTRACTOR")
7 entered into the Contract for Riverside County Library System Administration
8 ("Agreement"), for the administration of library services through June 30, 2012.
9 COUNTY and CONTRACTOR now agree to further amend the Agreement to include
10 the direct payment of eRate invoices by the COUNTY effective beginning July 1, 2011
11 for Fiscal Year 2011-2012.
12

13 **NOW AND THEREFORE**, COUNTY AND CONTRACTOR agree as follows:

14 Section 4.0 of the Contract for Riverside County Library Services (RCLS)

15 Administration is amended as follows:

16 4.1 In consideration of the services described herein, and in the Attachments
17 hereto, COUNTY shall pay CONTRACTOR the sum of \$12,322,884 which
18 includes the administration and operation of and supplies for the Riverside
19 County Library System during the Fiscal Year 2011-2012, and is to be allocated
20 as follows:
21

- 22 a. \$2,955,530 for the operation of the West Zone;
- 23 b. \$3,715,366 for the operation of the Mid-South Zone; and
- 24 c. \$3,311,353 for the operation of the Desert Zone.
- 25 d. -\$141,000 for Utilities

1 e. -\$210,025 for direct payment of invoices to Verizon California,
2 Verizon Business Global, and AT&T

3 In addition, COUNTY shall pay for expenses related to the library
4 automation and delivery of materials in the sum of \$1,075,075 for the
5 operation of the Riverside County Library automated system and additional
6 amounts for the administration of the following automated services contracts
7 as follows:

8 f. \$66,550 for the City of Moreno Valley automated services contract;

9 g. \$106,480 for the City of Murrieta automated services contract;

10 h. \$72,055 for the College of the Desert automated services contract;

11 i. \$291,500 for operation of the Courier System;

12 j. \$173,000 for operation of the La Quinta Museum.

13 In addition, \$702,000 total will be allocated from the Western County
14 Development Impact Fees Program fund. \$250,000 of said sum shall be
15 used exclusively for the purchase of new materials for the new Mead Valley
16 library. \$42,000 of said sum shall be used exclusively for the purchase of
17 the Freegal music database. In accordance with the applicable directions
18 and standards as set forth in Attachment "C" \$205,000 total of said sum
19 shall be used in the West Zone and \$205,000 total of said sum shall be used
20 in the Mid-South Zone for the purchase of books and other library materials
21 for placement in Riverside County Library System branches.
22 CONTRACTOR shall be allowed to implement a processing charge of \$5.00
23 per item. These expenditures are in addition to the agreement for Zone
24 Operation and automation. Any and all purchases of books, other library
25

1 materials, and reimbursement of the processing charge, shall be subject to
2 the approval of the County Librarian, and/or designee of the Riverside
3 County Economic Development Agency.

4 In addition, \$205,000 total will be allocated from the County Library fund
5 and shall be used exclusively in the Desert Zone for the purchase of books
6 and other library materials for placement in Riverside County Library System
7 branches.

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9 4.2 If on or before July 1, 2012, this Second Amended Contract is renewed
10 by the Board of Supervisors of the County of Riverside for an additional one
11 (1) year period, the compensation for the additional period shall be
12 determined at the sole discretion of the COUNTY.

13 4.9 In no event shall the total compensation payable to CONTRACTOR for
14 library system operations under this Agreement for fiscal year 2011-2012
15 exceed the total sum of \$12,322,884 and any additional revenue and/or funds
16 received by CONTRACTOR pursuant to section 35.0 herein.

17 4.11 In the event that the County of Riverside is granted discounted
18 telecommunications rates in excess of the rates utilized in the current year's
19 budget for the Riverside County Library System under a state or federal
20 program such as e-rate, then, within thirty (30) days after such additional
21 discount becomes effective, CONTRACTOR shall make a proposal to the
22 County of Riverside for allocation of any savings realized. Compensation for
23 e-rate services rendered shall be paid to the vendor providing service by the
24 Treasurer of the County of Riverside upon approval of the Assistant County
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Executive Officer/EDA, or designee, upon review of a properly presented invoice or bill for services performed.

Section 42.0 of the Contract is amended as follows:

CONTRACTOR certifies that the individual signing below has authority to execute this First Amendment to the Agreement for Riverside County Library System Administration on behalf of the CONTRACTOR, and may legally bind CONTRACTOR to the terms and conditions of this Second Amended Agreement and any attachments hereto.

All other terms and conditions of the Agreement, as amended, shall remain unchanged and shall remain in full force and effect.

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IN WITNESS WHEREOF, the parties have caused this First Amendment to the Agreement for Riverside County Library System Administration to be executed this 16th day of August, 2011.

COUNTY OF RIVERSIDE

**CONTRACTOR
Library Systems and Services, L.L.C.**

By: _____
Bob Buster, Chairman
Board of Supervisors

By: _____
Brad King, CEO
LSSI

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By: _____
Deputy

APPROVED AS TO FORM AND CONTENT:

PAMELA J. WALLS
County Counsel

By: _____
Deputy

1 **IN WITNESS WHEREOF**, the parties have caused this First Amendment to the
2 Agreement for Riverside County Library System Administration to be executed this
3 16th day of August, 2011.

4 **COUNTY OF RIVERSIDE**

CONTRACTOR
Library Systems and Services, L.L.C.

5 By: Bob Buster
6 Bob Buster, Chairman
7 Board of Supervisors

By: _____
8 Brad King, CEO
9 LSSI

10 **ATTEST:**

11 Kecia Harper-Ihem
12 Clerk of the Board

13 By: Kecia Harper-Ihem
14 Deputy

15 **APPROVED AS TO FORM AND CONTENT:**

16 PAMELA J. WALLS
17 County Counsel

18 By: Pamela J. Walls
19 Deputy

Attachment H

Contract Expenses Summary

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West Zone	\$2,955,530
Mid-South Zone	\$3,715,366
Desert Zone	\$3,311,353
RCLS Automated System	\$1,075,075
City of Moreno Valley automated services contract	\$66,550
City of Murrieta automated services contract	\$106,480
College of the Desert automated services contract	\$72,055
Courier System	\$291,500
La Quinta Museum contract	\$173,000
Utilities	-\$141,000
Telecommunications	-\$210,025
Contract Sub-total	\$11,415,884

Developer Impact Fees (DIF) Program Fund

Mead Valley Library Materials	\$250,000
West Zone Materials	\$205,000
Mid-South Zone Materials	\$205,000
Freegal Music Database	\$42,000
DIF Sub-total	\$702,000

\$5 processing charge per item in addition to allocation

County Library Fund

Desert Zone Materials	\$205,000
Library Fund Sub-total	\$205,000

Contract Sub-total	\$11,415,884
DIF Sub-total	\$702,000
Library Fund Sub-total	\$205,000
Total	\$12,322,884

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