

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

351



FROM: Economic Development Agency

SUBMITTAL DATE:
January 17, 2013

SUBJECT: Amendment to the Agreements with the City of Palm Desert for Additional Library Services

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and approve the Eleventh Amendment to the Agreement to Provide Library Services (Additional Staff) with the City of Palm Desert and the County of Riverside Library System for Fiscal Year 2012-2013;
2. Ratify and approve the Eighth Amendment to the Agreement to Provide Library Services (Additional Hours) with the City of Palm Desert and the County of Riverside Library System for Fiscal Year 2012-2013; and
3. Authorize the Chairman of the Board of Supervisors to execute the Amendments to the Agreements.

BACKGROUND: (Commences on Page 2)

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 0	In Current Year Budget:	No
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2012/13

COMPANION ITEM ON BOARD AGENDA: No

SOURCE OF FUNDS: N/A

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

C.E.O. RECOMMENDATION:

APPROVE

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Stone, Benoit and Ashley
Nays: None
Absent: Tavaglione
Date: January 29, 2013
xc: EDA

Kecia Harper-Ihem
Clerk of the Board
By:

3-15
Deputy

Prev. Agn. Ref.: 3.6 of 11/22/11; 3.20 of 6/23/09

District: 4/4

Agenda Number:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

FORM APPROVED COUNTY COUNSEL
BY: NEAL R. KIPNIS
DATE: 1/14/13
Departmental Concurrence

Dept' Recomm.: Consent Policy
 Per Exec. Ofc.: Consent Policy

BACKGROUND:

In March 1998, the City of Palm Desert and County of Riverside entered into an agreement for library services. Since that initial agreement, the City of Palm Desert has elected to fund additional library services through these two amended agreements to provide additional staff and additional hours of operation. Employees funded through the agreements are employed and supervised by LSSI, pursuant to LSSI's contract with the County to operate the County Library System.

LSSI will continue to invoice the City of Palm Desert directly for the cost of these additional services. These amended agreements with Palm Desert maintain County Library Services through June 30, 2013.

1 **EIGHTH AMENDMENT TO AGREEMENT TO PROVIDE LIBRARY SERVICES**

2 **(Additional Hours)**

3
4 **COUNTY OF RIVERSIDE - RIVERSIDE COUNTY LIBRARY SYSTEM**

5 **and the CITY OF PALM DESERT**

6 **(Fiscal Years 2012–2013)**

7
8 WHEREAS, the County of Riverside, Riverside County Library System ("County"), the
9 City of Palm Desert ("City") and contract administrator for the County, Library Systems and
10 Services, LLC, ("LSSI"), entered into an agreement effective July 1, 2000, to provide library
11 services (additional hours) ("Agreement"), as amended. The parties wish to further amend the
12 Agreement effective July 1, 2012.

13 NOW, THEREFORE, the parties agree as follows:

14 A. Section 1.2 City Payment for Additional Hours is amended to read as follows: "City
15 shall pay for the additional hours at the rate of \$236.50 per hour, at an amount not to exceed
16 ninety thousand dollars (\$90,000.00)" for the term of the contract as set forth in section 4.2, as
17 amended.

18 B. Section 4.2 Term is amended to add the following paragraph to the end of the existing
19 section, as amended.

20 "The term of this Agreement is extended, and shall include the time period from July 1,
21 2012 through June 30, 2013. City or County may terminate this Agreement, as amended, for
22 no cause, on the giving of thirty (30) days written notice to the other party."

23 C. All other terms and conditions of the Contract and prior amendments shall remain
24 unchanged, and shall remain in full force and effect.

25 ///

26 ///

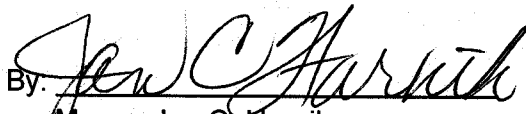
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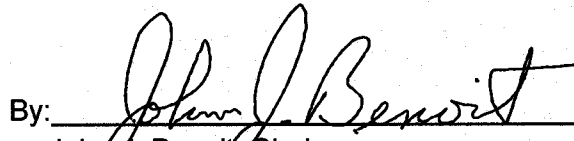
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1 IN WITNESS WHEREOF, County and City have caused this Eighth Amendment to be
2 duly executed.

3
4 **CITY OF PALM DESERT**

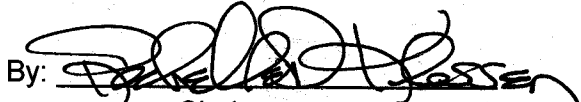
COUNTY OF RIVERSIDE

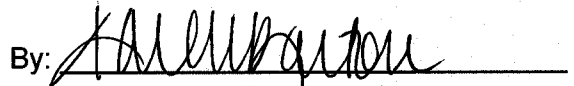
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6
7 By: 
8 Mayor, Jan C. Harnik

By: 
John J. Benoit, Chairman
Board of Supervisors

9
10 **ATTEST:**
11 Rachelle D. Klassen
12 City Clerk


ATTEST:
Kecia Harper-Ihem
Clerk of the Board

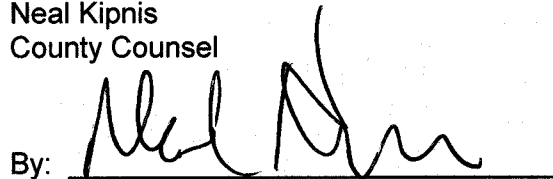
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14 By: 
15 Clerk

By: 
Deputy

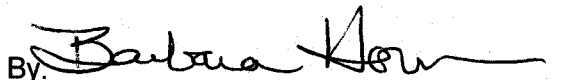
16
17 **APPROVED AS TO FORM AND CONTENT:**
18 City Attorney

APPROVED AS TO FORM AND CONTENT:
Neal Kipnis
County Counsel

19
20 By: 
21 City Attorney

By: 
Deputy County Counsel

22 **LIBRARY SYSTEMS AND SERVICES, LLC**

23
24 By: 
25 Barbara Howison, Deputy Administrator
26
27
28

ELEVENTH AMENDMENT TO AGREEMENT TO PROVIDE LIBRARY SERVICES

(Additional Staff)

COUNTY OF RIVERSIDE - RIVERSIDE COUNTY LIBRARY SYSTEM

and the CITY OF PALM DESERT

(Fiscal Years 2012-2013)

WHEREAS, the County of Riverside, Riverside County Library System ("County") and the City of Palm Desert ("City") and contract administrator for County, Library Systems and Services, LLC ("LSSI"), have entered into an agreement effective March 3, 1998 to provide library services (Additional Staff) ("Agreement"), as amended. The parties wish to further amend the Agreement effective July 1, 2012.

NOW THEREFORE, the parties agree as follows:

A. Section 1. RESPONSIBILITY OF THE PARTIES is amended as follows:

1. Sub-section 1.1 – Services Performed by County: is amended in the first sentence to read as follows:

"The County shall provide the following staff: one (1) Events/Volunteer Coordinator, one (1) part-time Computer Instructor/Lab Technician, one (1) Reference Librarian, one (1) Young Adult Librarian, and one (1) Receptionist / Library Assistant for the Palm Desert Library for the term of the contract as set forth in Section 4.2, as amended."

B. Section 4.2 Term is amended to add the following paragraph to the end of the existing section, as amended:

"The term of this Agreement is extended, and shall include the time period from July 1, 2012 through June 30, 2013. City or County may terminate this Agreement, as amended, for no cause, on the giving of thirty (30) days written notice to the other party."

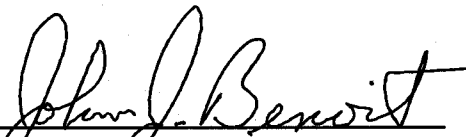
C. All other terms and conditions of the Contract and prior amendments shall remain unchanged, and shall remain in full force and effect.

1 IN WITNESS WHEREOF, County and City have caused this Eleventh Amendment to
2 be duly executed by the parties hereto:

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4 CITY OF PALM DESERT

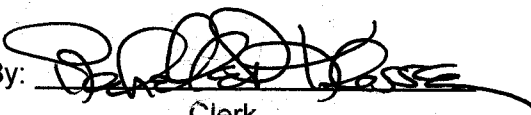
COUNTY OF RIVERSIDE

5
6
7 By: 
8 Jan C. Harnik, Mayor

By: 
John J. Benoit, Chairman
Board of Supervisors

9
10 ATTEST:
11 Rachelle D. Klassen
12 City Clerk

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

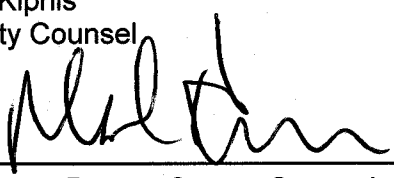
13 By: 
14 Clerk

By: 
Deputy

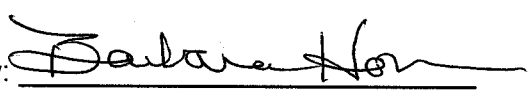
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16 APPROVED AS TO FORM AND CONTENT:
17 City Attorney

APPROVED AS TO FORM AND CONTENT:
Neal Kipnis
County Counsel

18
19 By: 
20 City Attorney

By: 
Deputy County Counsel

21 LIBRARY SYSTEMS AND SERVICES, LLC

22
23 By: 
24 Barbara Howison, Deputy Administrator