

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

779



FROM: Economic Development Agency

SUBMITTAL DATE:

August 6, 2015

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

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and authorize the Chairman of the Board to sign the Memorandum of Understanding with the City of Lake Elsinore for Library Development Impact Fees Fund.

BACKGROUND:

Summary

The City of Lake Elsinore desires to provide funding from their Library Development Impact Fees (DIF) Fund in the amount of \$20,000 for the Lake Elsinore Library and \$20,000 for the Lakeside Library per fiscal year through June 30, 2018. Effective July 1, 2015, the MOU will replace the previous MOU for Library DIF. The funds will be used to purchase new books and materials.

(Continued)

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 48,000	\$ 48,000	\$ 144,000	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS: City of Lake Elsinore 83.3%, County Library Fund 16.7%	Budget Adjustment: No
	For Fiscal Year: 2015/16-2017/18

C.E.O. RECOMMENDATION:

APPROVE

BY:
Imelda Delos Santos

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Washington and Benoit
Nays: None
Absent: Tavaglione and Ashley
Date: August 18, 2015
xc: EDA

Kecia Harper-Ihem
Clerk of the Board
By:
Deputy

3-21

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

FISCAL PROCEDURES APPROVED
 PAUL ANGUILO, CPA, AUDITOR-CONTROLLER
 BY:
 Susana Garcia-Bocanegra
 Departmental Concurrence
 FORM APPROVED COUNTY COUNSEL
 BY:
 GREGORY P. PRIAMOS
 DATE: 7/27/15

A-30
 4/5 Vote
 Positions Added
 Change Order

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

Economic Development Agency

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

DATE: August 6, 2015

PAGE: 2 of 2

BACKGROUND:

Summary (Continued)

The County of Riverside has an agreement with Library Systems and Services, LLC (LSSI) for operation of the Riverside County Library System. LSSI will select the new books and materials and submit an invoice to the county for reimbursement. According to the terms of the agreement, LSSI is entitled to a \$5.00 per item processing fee for new books, media and materials. The fee will be paid by the Riverside County Library Fund.

Impact on Citizens and Businesses

This MOU will provide additional library books and materials for the residents of the City of Lake Elsinore and the surrounding community.

Additional Fiscal Information:

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

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**MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN
THE COUNTY OF RIVERSIDE
AND
THE CITY OF LAKE ELSINORE**

This Memorandum of Understanding ("MOU") is entered into by and between the COUNTY OF RIVERSIDE ("County") and the CITY OF LAKE ELSINORE ("City"). The County and City may be individually or collectively referred to as a "party" or the "parties".

Now, therefore, in consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

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

2. REIMBURSEMENT/USE OF LIBRARY BOOK DIF.
a. Subject to the limits in subsection b, below, the City agrees to reimburse the County for its actual cost of purchasing new library materials for the Lake Elsinore and Lakeside Library operated by the County and located within the City from its DIF – Library Fund. Library materials purchased with City DIF – Library Fund monies shall be and remain the property of City used by the County in the same manner as all other library materials. In the event that the City of Lake Elsinore withdraws from the County Library System, these library materials purchased with City DIF – Library Funds shall remain the property of the City. This provision shall survive termination of this MOU.

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

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

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

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

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

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

3 COUTY OF RIVERSIDE
4 Economic Development Agency
5 Attn: Riverside County Library System
6 3403 10th Street, Suite 400
7 Riverside, CA 92501

CITY OF LAKE ELSINORE
Attn: City Manager
130 S. Main Street
Lake Elsinore, CA 92530

7 6. INDEMNIFICATION.

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

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

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

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24 ///
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1 IN WITNESS WHEREOF, County and City have caused this MOU to be duly executed this ____
2 19th day of August, 2015.

3
4 COUNTY OF RIVERSIDE: CITY OF LAKE ELSINORE:
5
6 By: Marion Ashley By: Grant Yates
7 Marion Ashley, Chairman Grant Yates, City Manager
8 Board of Supervisors

9 ATTEST: ATTEST:
10 Kecia Harper-Ihem Virginia J. Bloom
11 Clerk of the Board City Clerk
12 By: Kecia Harper-Ihem By: Virginia J. Bloom
13 Deputy City Clerk

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15 APPROVED AS TO FORM: APPROVED AS TO FORM:
16 Gregory P. Priamos Leibold McClendon & Mann, PC
17 County Counsel
18 By: Neal Kipnis By: Barbara Leibold
19 Deputy County Counsel Barbara Leibold, City Attorney

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**Riverside County Board of Supervisors
Request to Speak**

Submit request to Clerk of Board (right of podium),
Speakers are entitled to three (3) minutes, subject
to Board Rules listed on the reverse side of this form.

SPEAKER'S NAME: GARRY GRANT

Address: _____
(only if follow-up mail response requested)

City: _____ **Zip:** _____

Phone #: _____

Date: Aug 15⁰⁰¹⁵ **Agenda #** 3-21

PLEASE STATE YOUR POSITION BELOW:

Position on "Regular" (non-appealed) Agenda Item:
 Support ✗ **Oppose** **Neutral**

Note: If you are here for an agenda item that is filed
for "Appeal", please state separately your position on
the appeal below:

 Support **Oppose** **Neutral**

I give my 3 minutes to: _____

BOARD RULES

Requests to Address Board on "Agenda" Items:

You may request to be heard on a published agenda item. Requests to be heard must be submitted to the Clerk of the Board before the scheduled meeting time.

Requests to Address Board on items that are "NOT" on the Agenda:

Notwithstanding any other provisions of these rules, member of the public shall have the right to address the Board during the mid-morning "Oral Communications" segment of the published agenda. Said purpose for address must pertain to issues which are under the direct jurisdiction of the Board of Supervisors. YOUR TIME WILL BE LIMITED TO THREE (3) MINUTES.

Power Point Presentations/Printed Material:

Speakers who intend to conduct a formalized Power Point presentation or provide printed material must notify the Clerk of the Board's Office by 12 noon on the Monday preceding the Tuesday Board meeting, insuring that the Clerk's Office has sufficient copies of all printed materials and at least one (1) copy of the Power Point CD. Copies of printed material given to the Clerk (by Monday noon deadline) will be provided to each Supervisor. If you have the need to use the overhead "Elmo" projector at the Board meeting, please insure your material is clear and with proper contrast, notifying the Clerk well ahead of the meeting, of your intent to use the Elmo.

Individual Speaker Limits:

Individual speakers are limited to a maximum of three (3) minutes. Please step up to the podium when the Chairman calls your name and begin speaking immediately. Pull the microphone to your mouth so that the Board, audience, and audio recording system hear you clearly. Once you start speaking, the "green" podium light will light. The "yellow" light will come on when you have one (1) minute remaining. When you have 30 seconds remaining, the "yellow" light will begin flash, indicating you must quickly wrap up your comments. Your time is up when the "red" light flashes. The Chairman adheres to a strict three (3) minutes per speaker. **Note: If you intend to give your time to a "Group/Organized Presentation", please state so clearly at the very bottom of the reverse side of this form.**

Group/Organized Presentations:

Group/organized presentations with more than one (1) speaker will be limited to nine (9) minutes at the Chairman's discretion. The organizer of the presentation will automatically receive the first three (3) minutes, with the remaining six (6) minutes relinquished by other speakers, as requested by them on a completed "Request to Speak" form, and clearly indicated at the front bottom of the form.

Addressing the Board & Acknowledgement by Chairman:

The Chairman will determine what order the speakers will address the Board, and will call on all speakers in pairs. The first speaker should immediately step to the podium and begin addressing the Board. The second speaker should take up a position in one of the chamber aisles in order to quickly step up to the podium after the preceding speaker. This is to afford an efficient and timely Board meeting, giving all attendees the opportunity to make their case. Speakers are prohibited from making personal attacks, and/or using coarse, crude, profane or vulgar language while speaking to the Board members, staff, the general public and/or meeting participants. Such behavior, at the discretion of the Board Chairman may result in removal from the Board Chambers by Sheriff Deputies.