

FORM APPROVED COUNTY COUNSEL  
 BY: GREGORY P. PRIAMOS  
 DATE: 5/19/16

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

951



**FROM:** Economic Development Agency

**SUBMITTAL DATE:**  
 June 9, 2016

**SUBJECT:** Third Amendment to the Agreement with Library Systems and Services, LLC for Provision of County Library Services, Two Years; All Districts, [\$27,976,874], County Library Fund 98%, Development Impact Fees 2%

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve the Third Amendment to the Agreement with Library Systems and Services, LLC (LSS) for the provision of County library services through June 30, 2018;
2. Authorize the Chairman of the Board of Supervisors to execute the Amendment to the Agreement;
3. Delegate signing authority up to \$75,000 to the Assistant County Executive Officer of the Economic Development Agency and/or his designee for library-specific operational products or services selected by LSS and included in the Board approved library budget; and

(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	\$ 13,988,437	\$ 13,988,437	\$ 27,976,874	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	
<b>SOURCE OF FUNDS:</b> County Library Fund 98%, Development Impact Fee 2%				<b>Budget Adjustment:</b> No	
				<b>For Fiscal Year:</b> 2016/17-2017/18	

**C.E.O. RECOMMENDATION:**

APPROVE

BY:   
 Rohini Dasika

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Tavaglione, Washington and Benoit  
 Nays: None  
 Absent: Ashley  
 Date: June 21, 2016  
 xc: EDA

Kecia Harper-Ihem  
 Clerk of the Board  
 BY:   
 Deputy

**Prev. Agn. Ref.:** 3-10 of 9/30/14, 3-11 of 3/11/14, 3-13 of 1/29/13

**District:** ALL

**Agenda Number:**

3-20

FISCAL PROCEDURES APPROVED  
 PAUL ANASTULO, CPA AUDITOR-CONTROLLER  
 BY:   
 Esteban Hernandez

A-30  
 4/5  
 Vote

Positions Added  
 Change Order

Departmental Concurrence

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

Economic Development Agency

**FORM 11:** Third Amendment to the Agreement with Library Systems and Services, LLC for Provision of County Library Services, Two Years; All Districts, [\$27,976,874], County Library Fund 98%, Development Impact Fees 2%

**DATE:** June 9, 2016

**PAGE:** 2 of 2

**RECOMMENDED MOTION:** (Continued)

- 4. Finds, pursuant to Government Code Section 31000, that multiple sites are remote from available County employee resources and that the County's economic interests are served by the custodial services to be provided through the LSS contract.

**BACKGROUND:**

**Summary**

On January 29, 2013, the Board of Supervisors approved the Professional Services Agreement with Library Systems and Services, LLC (LSS) for the provision of County library services through June 30, 2016. On March 11, 2014, the First Amendment was approved to include additional library services for the Palm Desert Library. On September 30, 2014, the Second Amendment was approved to purchase new courier vehicles, website and media improvements, removal of the Moreno Valley Public Library from the automation service agreement, funding changes for the online databases and new material purchases from DIF to the County Library Fund, minimum wage increase to \$10 per hour, cost of living increase to 2%, and Adult Literacy Program funding.

This Third Amendment will maintain County Library Services through June 30, 2018 and allow LSS, as operator of the County Libraries, to coordinate the work of custodial services for all County owned and contracted library locations. Current county employee resources will be reassigned to high level security locations. Third Amendment also includes extending library services provided to the Palm Desert Library. 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 elected to fund additional library services for staff and hours of operation. As of July 1, 2013, the County has agreed to cover the cost of these additional library services through June 30, 2018. The total cost per fiscal year is not to exceed \$358,500.

The Economic Development Agency recommends that the Assistant County Executive Officer and/or his designee be authorized to sign for library-specific operational products or services selected by LSS and included in the Board approved library budget. These products or services are selected by LSS however vendors require final signing approval of the County.

**Impact on Residents and Businesses**

An increase in operational costs and service programs allows RCLS to operate in a more efficient manner and meet the service needs of residents. Providing excellent library service in a timely manner is part of the RCLS mission.

**Additional Fiscal Information**

Year One – FY 2016/17	\$ 13,988,437.00
Year Two – FY 2017/18	\$ 13,988,437.00
<b>Total</b>	<b>\$ 27,976,874.00</b>

A budget adjustment is not necessary at this time and no net county cost will be incurred.

1 **THIRD AMENDMENT TO PROFESSIONAL SERVICES CONTRACT AGREEMENT**  
2 **BY AND BETWEEN COUNTY OF RIVERSIDE AND LIBRARY SYSTEMS**  
3 **AND SERVICES LLC FOR LIBRARY SERVICES**

4 This Amendment, made and entered into this 21<sup>st</sup> day of June, 2016  
5 ("effective date") by and between LIBRARY SYSTEMS AND SERVICES LLC  
6 ("CONTRACTOR"), and the COUNTY OF RIVERSIDE ("COUNTY"). The parties agree as  
7 follows:

8 The COUNTY and CONTRACTOR entered into the Contract for Riverside County  
9 Library Administration ("Agreement"), for the administration of library services through June  
10 30, 2016. COUNTY and CONTRACTOR now agree to further amend the Agreement to be  
11 effective beginning July 1, 2016 through June 30, 2018 for fiscal years 2016/17 and 2017/18.

12 Sections 2, 3.1, and 3.2 of the agreement are amended as follows:

13 **Period of Performance**

14 2. The term of the Agreement shall be through June 30, 2018. Either party may  
15 terminate the Agreement without cause at any time with 180 days written notice to the other  
16 party.

17 **Compensation**

18 3.1 The COUNTY shall pay the CONTRACTOR for services performed, products  
19 provided and expenses incurred in accordance with the terms of Exhibit B-3, or elsewhere in  
20 this Agreement. Maximum payment by COUNTY to CONTRACTOR pursuant to this  
21 Agreement shall not exceed \$13,988,437.00 annually, including all expenses. The COUNTY  
22 is not responsible for any fees, costs, or professional services (other than taxes for items  
23 besides taxes on net income) incurred by the CONTRACTOR above and beyond the  
24 payments stated in this Agreement. Unless specifically stated in Exhibit B-3, COUNTY shall  
25 not be responsible for payment of CONTRACTOR's expenses related to the performance and  
26 execution of this Agreement.

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1           **3.2**    The sum representing one-twelfth (1/12) of the annual contract subtotal amount  
2 of \$1,165,703.08 shall be payable prior to the last day of the month in which the services were  
3 rendered, upon approval by the Assistant County Executive Officer/EDA, or a designee, of a  
4 monthly invoice submitted to COUNTY, as may be adjusted by an credits or prior payments.  
5 CONTRACTOR shall be paid for library collection and equipment and custodial services in  
6 accordance with an invoice submitted to the Economic Development Agency (EDA) and shall be  
7 reimbursed upon approval by the Assistant County Executive Officer/EDA, or a designee, within  
8 thirty (30) days from the date of the receipt of invoice. Maximum payment by COUNTY to  
9 CONTRACTOR pursuant to this agreement for custodial services shall not exceed \$600,000  
10 annually.

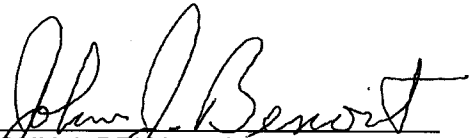
11           All other terms and conditions of the Agreement shall remain unchanged, and shall  
12 remain in full force and effect.

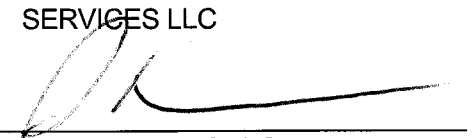
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1 **IN WITNESS WHEREOF, COUNTY and Library Systems and Services LLC** have executed  
2 this Agreement as of the Effective Date.

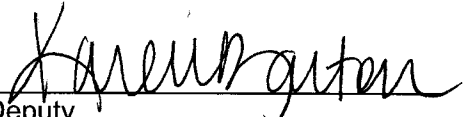
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4 COUNTY OF RIVERSIDE:

CONTRACTOR:  
LIBRARY SYSTEMS AND  
SERVICES LLC

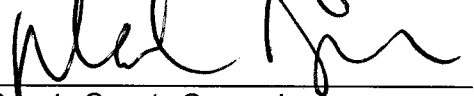
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6 By:   
7 JOHN J. BENOIT, Chairman  
Board of Supervisors

By:   
PAUL COLANGELO  
President

8 ATTEST:  
9 KECIA HARPER-IHEM  
10 Clerk of the Board

11 By:   
12 Deputy

13 APPROVED AS TO FORM:  
14 GREGORY P. PRIAMOS  
County Counsel

15  
16 By:   
17 Deputy County Counsel  
NEAL KIPNIS

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# Exhibit B-3

## Services and Compensation

**Exhibits B, B-1, and B-2 attached to the Agreement are deleted and replaced with the following:**

1. **Library Core Services.** Services which organize and conduct the daily routine and expected business of the RCLS, are the full responsibility of CONTRACTOR. These include but are not necessarily limited to, the following:
  - A) Provide appropriate staff to operate each library building during public hours, or during hours as agreed upon, between EDA and CONTRACTOR.
  - B) Perform general operations including, but not limited to, conducting library business in the local and broader COUNTY communities.
  - C) Provide information, reference and programming services appropriate for the local community including, but not limited to, children's programs, story hours, reading clubs and Teen/YA and adult programming.
  - D) Provide appropriate staff to operate the adult literacy program including ESL classes.
  - E) Selection of materials appropriate for the local community, in accordance with the Collection Selection Policy approved by the COUNTY, acquisition and processing of collection content in physical and electronic forms.
  - F) Courier service within the Riverside County Library System. Agreement includes the reimbursement for new courier vehicles to be purchased by CONTRACTOR in fiscal year 2014-2015 for \$132,000. The vehicles will be fully maintained, owned and operated by CONTRACTOR for use in performance of services under the agreement. Should agreement end prior to June 30, 2018, the CONTRACTOR will reimburse COUNTY for a prorated amount based on depreciation in Kelley Blue Book, or as otherwise agreed by both parties.
  - G) I.T. services including, but not limited to, maintenance of the I.T. equipment provided by the COUNTY, and provision and operation of the LSS-Master-Licensed Polaris ILS System.
  - H) Management of e-rate discounted telecommunication Federal program.
2. **Western County Bookmobile** – This agreement provides for full operational funding of the Western County Bookmobile, including special event bookmobile service.
3. **Coachella Valley Bookmobile** – This agreement provides for full operational funding of the Coachella Valley Bookmobile, including special event bookmobile service.

## Exhibit B-3

### Services and Compensation

4. **CONTRACTOR and EDA will collaborate to implement:**
  - A) Literacy Initiatives, ESL, Citizenship Classes, including recruitment of staff and volunteers and participants: acquisition of books and materials to support the programs.
  - B) Grants, including researching, writing and reporting outcomes of awarded grants.
5. **Administrative meetings.** CONTRACTOR's authorized administrative / management staff and the EDA staff will meet to review operations, decide strategic planning, and resolve any questions or concerns.
6. **Customer Grievance and Complaint Resolution.** CONTRACTOR will notify EDA staff immediately, of any high priority customer grievances or complaints. CONTRACTOR and EDA will promptly meet and confer to develop appropriate responses to such customer grievances or complaints. CONTRACTOR will supply pertinent procedures for EDA approval, which will not unreasonably be withheld.

**Riverside County Library System  
Exhibit B-3 "Services and Compensation"**

**7. Contract Expense Summary (Budget)**

**Contract Expense Summary in Exhibit B attached to Agreement is deleted in its entirety and replaced with the following:**

Line Item	FY 13/14	FY 14/15	FY 15/16	FY 16/17	FY 17/18
Operations/Automation/Courier	\$ 10,700,000	\$ 10,700,000	\$ 10,914,000	\$ 11,132,280	\$ 11,132,280
COLA (2%) Includes Payroll Taxes	\$ -	\$ 214,000	\$ 218,280	\$ -	\$ -
City of Moreno Valley Automated Services*	\$ 12,571	\$ -	\$ -	\$ -	\$ -
City of Murrieta Automated Services	\$ 128,840	\$ 128,840	\$ 128,840	\$ 128,840	\$ 128,840
College of the Desert Automated Services	\$ 87,186	\$ 87,186	\$ 87,186	\$ 87,186	\$ 87,186
La Quinta Museum (not-to-exceed)	\$ 175,000	\$ 175,000	\$ 175,000	\$ 195,000	\$ 195,000
Increase in California minimum wage from \$8 to \$9 on July 1, 2014 and \$9 to \$10 per hour January 1, 2016	\$ -	\$ 88,644	\$ 102,790	\$ 102,790	\$ 102,790
<b>Contract Subtotal "A"</b>	<b>\$ 11,103,597</b>	<b>\$ 11,393,670</b>	<b>\$ 11,626,096</b>	<b>\$ 11,646,096</b>	<b>\$ 11,646,096</b>

Reimbursement for Literacy Program	\$ -	\$ 70,000	\$ 70,000	\$ 70,000	\$ 70,000
Reimbursement for Media Improvements	\$ -	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000
Reimbursement for Custodial Services	\$ -	\$ -	\$ -	\$ 600,000	\$ 600,000
Reimbursement for Databases and Software	\$ -	\$ 126,841	\$ 126,841	\$ 126,841	\$ 126,841
Reimbursement for new courier vehicles (includes modifications, DMV fees, tax, and wrap)	\$ -	\$ 132,000	\$ -	\$ -	\$ -
Maintenance of Computers and Peripherals for staff and public use (Reimbursement of actual costs to qualified service provider)	\$ -	\$ 120,000	\$ 120,000	\$ 120,000	\$ 120,000
<b>Total Reimbursement and Maintenance</b>	<b>\$ -</b>	<b>\$ 473,841</b>	<b>\$ 341,841</b>	<b>\$ 941,841</b>	<b>\$ 941,841</b>
<b>Contract Subtotal</b>	<b>\$ 11,103,597</b>	<b>\$ 11,867,511</b>	<b>\$ 11,967,937</b>	<b>\$ 12,587,937</b>	<b>\$ 12,587,937</b>

<b>Additional Library Services for Palm Desert (First Amendment)</b>					
Events Coordinator	\$ 27,500	\$ 27,500	\$ 27,500	\$ 27,500	\$ 27,500
Volunteer Coordinator	\$ 27,500	\$ 27,500	\$ 27,500	\$ 27,500	\$ 27,500
Computer Instructor/Lab Technician	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000
Reference/Young Adult Librarian	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000
Receptionist/Library Assistant	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000
Bookmobile	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000
Materials and Books	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000
Events	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000
Volunteer Program	\$ 3,500	\$ 3,500	\$ 3,500	\$ 3,500	\$ 3,500
Furniture/Equipment Replacement & Miscellaneous	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000
Additional Hours (\$236.50 per hour)	\$ 80,000	\$ 80,000	\$ 80,000	\$ 80,000	\$ 80,000
<b>Total Additional Library Services for Palm Desert</b>	<b>\$ 358,500</b>	<b>\$ 358,500</b>	<b>\$ 358,500</b>	<b>\$ 358,500</b>	<b>\$ 358,500</b>
<b>Contract Subtotal</b>	<b>\$ 11,462,097</b>	<b>\$ 12,226,011</b>	<b>\$ 12,326,437</b>	<b>\$ 12,946,437</b>	<b>\$ 12,946,437</b>

Library Equipment (not-to-exceed)**	\$ 350,000	\$ 350,000	\$ 350,000	\$ 350,000	\$ 350,000
Library Collection & Materials	\$ -	\$ 392,000	\$ 392,000	\$ 392,000	\$ 392,000
<b>Contract Subtotal - County Library Fund</b>	<b>\$ 11,812,097</b>	<b>\$ 12,968,011</b>	<b>\$ 13,068,437</b>	<b>\$ 13,688,437</b>	<b>\$ 13,688,437</b>

<b>Developer Impact Fees (DIF) Program Fund</b>					
Library Collection	\$ 642,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000
<b>TOTAL</b>	<b>\$ 12,454,097</b>	<b>\$ 13,268,011</b>	<b>\$ 13,368,437</b>	<b>\$ 13,988,437</b>	<b>\$ 13,988,437</b>

\*On 9/9/13 the City of Moreno Valley entered into a separate agreement with LSS for operation and automation services.  
\*\*Prior written approval is required.



**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:** Holmstrom, B.

**Address:** Mead Valley  
(only if follow-up mail response requested)

**City:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Phone #:** \_\_\_\_\_

- language course  
- cooling center ?  
- computer classe ?

**Date:** \_\_\_\_\_ **Agenda #** 3-20

**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.