

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



**ITEM
3.15
(ID # 4324)**

MEETING DATE:

Tuesday, July 11, 2017

FROM : ECONOMIC DEVELOPMENT AGENCY (EDA):

SUBJECT: ECONOMIC DEVELOPMENT AGENCY (EDA): Approval of Memorandum of Understanding with the City of Jurupa Valley for Library Development Impact Fees Fund, District 2, [80,000], City of Jurupa Valley 100%

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 Jurupa Valley for Library Developer Impact Fees fund.

ACTION: Policy

Robert Perez, Assistant County Executive Officer/EDA

6/7/2017

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley
Nays: None
Absent: None
Date: July 11, 2017
xc: EDA

**Keqia Harper-Ihem
Clerk of the Board**

By:
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$40,000	\$40,000	\$80,000	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: City of Jurupa Valley DIF			Budget Adjustment:	No
			For Fiscal Year:	
			2016/17 – 2017/18	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The City of Jurupa Valley is a partner in the Riverside County Library System. Upon incorporation on July 1, 2011, the city adopted the City Development Impact Fees (DIF) and is entitled to such DIF to be used for the Glen Avon and Louis Robidoux Libraries. The City agrees to pay to the County all and any Library Books DIF and the associated investment revenue available as of the date of this MOU, and thereafter will submit any additional Library Books DIF collected quarterly. A minimum amount of \$20,000 will be allocated to each branch annually until funds are exhausted. The County of Riverside has an agreement with Library Systems and Services, LLC (LS&S) for operation of the Riverside County Library System. LS&S will select the new books and materials and submit an invoice to include a \$5 per item processing fee to the county for reimbursement. The costs will be paid by the City of Jurupa Valley DIF Fund.

Impact on Residents and Businesses

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

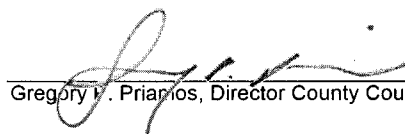
ATTACHMENT A:

Memorandum of Understanding

RF:JWW:SH:AJ: MT 4324


Nehini Masika, Principal Management Analyst

6/29/2017


Gregory V. Priamos, Director County Counsel

6/15/2017

1 MEMORANDUM OF UNDERSTANDING (MOU)

2 BETWEEN

3 THE COUNTY OF RIVERSIDE

4 AND

5 THE CITY OF JURUPA VALLEY

6
7 Now, therefore, in consideration of the mutual covenants and conditions set forth herein,
8 the parties agree as follows:

9 1. TERM: This MOU shall commence on the date this MOU is fully executed by both
10 parties and remain and continue in effect until terminated by either party upon 30 days
11 prior written notice to the other.
12

13 2. DISTRIBUTION/USE OF LIBRARY BOOK DIF:

14 a. Upon incorporation on July 1, 2011, the city of Jurupa Valley adopted the City
15 Development Impact Fees (DIF) and is entitled to such DIF to be used for the Glen
16 Avon and Louis Robidoux Libraries. The City agrees to pay to the County all and any
17 Library Books DIF and the associated investment revenue available as of the date of
18 this MOU and thereafter will submit any additional Library Books DIF collected quarterly.
19 County shall use such funds for the acquisition of library materials to include a broad
20 range of information and publications, print and non-print, issued in paper, electronic,
21 film, and other audio and/or visual formats for the Glen Avon and Louis Robidoux
22 Libraries. The library materials acquired with these funds shall be held and maintained
23 in the Glen Avon and Louis Robidoux Libraries. This provision shall survive termination
24 of this MOU.
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1 b. Upon acquisition of the library materials with these funds, the County shall own
2 such library materials and the City shall have no interest in the library materials. County
3 shall provide sufficient documentation for the City to identify the type and quantity of
4 materials purchased and to confirm location in the Glen Avon and Louis Robidoux
5 Libraries.
6

7 3. CATEGORIES OF PURCHASES: The Library Book DIF shall be used to
8 purchase library materials to include a broad range of information and publications, print
9 and non-print, issued in paper, electronic, film, and other audio and/or visual formats
10 selected by the Glen Avon and Louis Robidoux Library Branch Managers. In the event
11 City staff believes such items do not meet the definition of "materials," the City shall
12 meet and confer with the library branch manager and/or County Librarian. Such review
13 shall not be used for censorship of materials purchased.
14

15 4. LOCATION OF MATERIALS PURCHASED: All materials initially shall be provided
16 to the Glen Avon and Louis Robidoux Libraries, subject only to reciprocal borrowing
17 rights through the inter-library loan system.
18

19 5. RECORDS: County shall maintain records of all materials purchased hereunder
20 for at least three (3) years. County shall maintain complete and accurate records with
21 respect to sales, costs, expenses, receipts, and other such information that relate to the
22 acquisition of the library materials under this agreement.
23

24 6. INDEMNIFICATION: County shall indemnify, defend and hold harmless City, its
25 officers, agents and employees, from and against any claims, demands, liabilities,
26 challenges, or costs (including but not limited to attorneys and expert fees) arising or
27
28

1 County Counsel has reviewed and approved this agreement.

2 **IN WITNESS WHEREOF**, the parties have caused this MOU to be executed this 11th

3 day of July 2017.

4
5 **COUNTY OF RIVERSIDE**

CITY OF JURUPA VALLEY

6
7
8 By: 

John F. Tavaglione
Board of Supervisors

By: 

Gary S. Thompson
City Manager

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11 **ATTEST:**

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13 Kecia Harper-Ihem
Clerk of the Board

ATTEST:

Victoria Wasko, CMC
City Clerk

14
15
16 By: 

By: 

17
18 **APPROVED AS TO FORM AND CONTENT:**

19
20 Gregory P. Priamos
County Counsel

Peter M. Thorson
City Attorney

21
22
23 By:  6/14/17

Neal Kipnis
Deputy County Counsel

By: 

Dated: 6/8/17