

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



ITEM
3.9
(ID # 5218)

MEETING DATE:

Tuesday, December 5, 2017

FROM : ECONOMIC DEVELOPMENT AGENCY (EDA):

SUBJECT: ECONOMIC DEVELOPMENT AGENCY (EDA): Approval of Fourth Amendment to the Professional Services Contract Agreement with Library Systems and Services, LLC for Library Services, All Districts, [\$14,462,738], County Library Fund 100%

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Fourth Amendment to the Professional Services Contract Agreement with Library Systems and Services, LLC (LSS) for library services; and
2. Authorize the Chairman of the Board of Supervisors to execute the Fourth Amendment on behalf of the County.

ACTION: Policy

Robert Field, Assistant County Executive Officer/EDA 9/20/2017

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Ashley, seconded by Supervisor Perez 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: December 5, 2017
xc: EDA

Kecia 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	\$14,462,738	\$0	\$14,462,738	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: County Library Fund 100%			Budget Adjustment:	No
			For Fiscal Year:	17/18

C.E.O. RECOMMENDATION:

BACKGROUND:

Summary

On January 29, 2013, the Board of Supervisors approved the Professional Services Contract Agreement with Library Systems and Services, LLC (LSS) for library services. On March 11, 2014, the First Amendment was approved to include additional library services for the Palm Desert Library. The Second Amendment was approved on September 30, 2014, to include the purchase of new courier vehicles, removal of the Moreno Valley Public Library from the automation service agreement, increase in the maximum compensation, and expansion of the adult literacy program.

On June 9, 2016, the Third Amendment was approved to maintain County library services through June 30, 2018 and to add library services for staff and hours of operation. On July 13, 2016, the Board of Supervisors approved the addition of a reference library which includes approximately 2,000 rare books and periodicals at the Edward Dean Museum (EDM) which created a 36th library in the Riverside County Library System (RCLS).

This Fourth Amendment will continue to maintain County library services through June 30, 2018, will allow LSS to provide catalog management at the EDM, and will increase the maximum compensation.

Impact on Residents and Businesses

Increase programming and staffing allows RCLS to operate in a more effective manner and meet the increased service needs of patrons. Providing excellent library service in a timely manner is part of the RCLS mission.

Additional Fiscal Information

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


Attachments:

- Fourth Amendment to the Professional Services Contract Agreement with Library Systems and Services, LLC for Library Services

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

RF:SH:AJ:KC MT5218


Alex Gann 11/27/2017


Gregory V. Priaplos, Director County Counsel 11/8/2017

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

4 This Fourth Amendment, dated as of December 5, 2017, is entered into by and
5 between LIBRARY SYSTEMS AND SERVICES LLC ("CONTRACTOR"), a Maryland corporation
6 and the COUNTY OF RIVERSIDE ("COUNTY"), a political subdivision of the State of California.
7 Sometimes collectively referred to as the "Parties".

8 **RECITALS**

9 1. CONTRACTOR and COUNTY entered into that certain Professional Services
10 Contract Agreement dated January 29, 2013, pursuant to which CONTRACTOR has agreed to
11 provide library services to COUNTY ("Original Agreement").

12 2. The Original Agreement has been amended by:

13 a. That certain First Amendment to Professional Services Contract
14 Agreement dated March 11, 2014, by and between CONTRACTOR and COUNTY (the "1st
15 Amendment), whereby the Parties amended the Original Agreement to include additional library
16 services for the Palm Desert Library.

17 b. That certain Second Amendment to Professional Services Contract
18 Agreement dated September 30, 2014, by and between CONTRACTOR and COUNTY (the "2nd
19 Amendment"), whereby the Parties amended the Original Agreement to include the purchase
20 of new courier vehicles, removal of the Moreno Valley Public Library from the automation service
21 agreement, increase the maximum compensation, and expansion of the Adult Literacy program.

22 c. That certain Third Amendment to Professional Services Contract
23 Agreement dated June 21, 2016, by and between CONTRACTOR and COUNTY (the "3rd
24 Amendment"), whereby the Parties amended the Original Agreement to maintain County library
25 services through June 30, 2018 and to add library services for staff and hours of operation.

26 3. The Parties now desire to amend the Original Agreement with this Fourth
27 Amendment will continue to maintain County library services through June 30, 2018, will allow
28 CONTRACTOR to provide catalog management at the Edward Dean Museum, and will increase
the maximum compensation.

1 **NOW THEREFORE**, for good and valuable consideration and receipt of adequacy of
2 which is hereby acknowledged, the Parties agree as follows:

3 1. Section 1.1 of the Original Agreement is hereby deleted in its entirety and
4 replaced with the following:

5 **1.1** CONTRACTOR shall provide to COUNTY all services outlined and
6 specified in Exhibit B-4 or elsewhere in this Agreement at the prices stated in
7 Exhibit B-4.

8 2. Section 3.1 and 3.2 of the Original Agreement are hereby deleted in their entirety
9 and replaced with the following:

10 **3.1** The COUNTY shall pay the CONTRACTOR for services performed,
11 products provided and expenses incurred in accordance with the terms of Exhibit
12 B-4, or elsewhere in this Agreement. Maximum payments by the COUNTY to the
13 CONTRACTOR pursuant to this Agreement shall not exceed the total amount
14 listed in Exhibit B-4 per fiscal year, including all expenses. The COUNTY is not
15 responsible for any fees, costs, or professional services (other than taxes for items
16 besides taxes on net income) incurred by the CONTRACTOR above and beyond
17 the payments stated in this Agreement. Unless specifically stated in Exhibit B-4,
18 COUNTY shall not be responsible for payment of CONTRACTOR's expenses
19 related to performance and execution of this Agreement.

20 **3.2** The sum representing one-twelfth (1/12) of the annual "Contract Subtotal
21 A" amount listed in Exhibit B-4 shall be payable prior to the last day of the month
22 in which the services were rendered, upon approval by the Assistant County
23 Executive Officer/EDA, or his or her designee, or a monthly invoice submitted to
24 COUNTY, as may be adjusted by any credits or prior payments. CONTRACTOR
25 shall be paid for library collection and equipment in accordance with an invoice
26 submitted to the Economic Development Agency (EDA) and shall be reimbursed
27 upon approval by the Assistant County Executive Officer/EDA, or his or her
28 designee, within thirty (30) days from the date of the receipt of invoice.

1 3. Section 5.4 of the Original Agreement is hereby deleted in its entirety and replaced
2 with the following:

3 **5.4** After termination, COUNTY shall make payment only for CONTRACTOR'S
4 performance, up to the date of termination, in accordance with this Agreement and
5 at the rates set forth in Exhibit B-4.

6 4. Exhibit B-4 is attached to this Fourth Amendment and replaces Exhibits B-2 and
7 B-3 of the Original Agreement.

8 5. Unless defined herein or the context requires otherwise, all capitalized terms
9 herein shall have the meaning defined in the Original Agreement, as heretofore amended. The
10 provisions of this Fourth Amendment shall prevail over any inconsistency or conflicting provisions
11 of the Original Agreement, as heretofore amended, and shall supplement the remaining
12 provisions thereof.

13 6. Except as amended or modified herein, all terms of the Original Agreement shall
14 remain in full force and effect and shall apply with the same force and effect. Time is of the
15 essence in the Fourth Amendment and the Original Agreement and each and all of their respective
16 provisions. Subject to the provisions of the Original Agreement as to assignment, the agreements,
17 conditions and provisions herein contained shall apply to and bind the heirs, executors,
18 administrators, successors and assigns of the Parties hereto. If any provision of this Fourth
19 Amendment or the Original Agreement shall be determined to be illegal or unenforceable, such
20 as determination shall not affect any other provision of the Original Agreement and all such other
21 provisions shall remain in full force and effect. The language in all parts of the Original Agreement
22 shall be construed according to its normal and usual meaning and not strictly for or against either
23 CONTRACTOR or COUNTY.

24 7. This Fourth Amendment shall not be binding or consummated until its approval by
25 the Riverside County Board of Supervisors and fully executed by the Parties.

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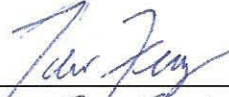
IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this Fourth

Amendment as of the date first written above.

COUNTY:
COUNTY OF RIVERSIDE,
A political subdivision of the State of California

CONTRACTOR:
LIBRARY SYSTEMS AND SERVICES LLC,
A Maryland corporation

By: 
JOHN TAVAGLIONE, Chairman
Board of Supervisors

By: 
Name: Todd Krause
Its: CFO

ATTEST:
KECIA HARPER-IHEM
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:
GREGORY P. PRIAMOS
County Counsel

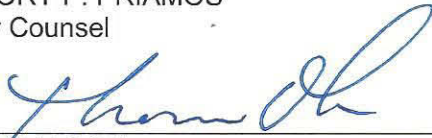
By: 
THOMAS OH
Deputy County Counsel

Exhibit B-4

Services and Compensation

Exhibits B, B-1, B-2, and B-3 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-4

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-4 "Services and Compensation"**

7. Contract Expense Summary (Budget)

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 \$10 to 10.50 per hour January 1, 2017 and \$10.50 to \$11 per hour January 1, 2018	\$ -	\$ 88,644	\$ 102,790	\$ 102,790	\$ 277,932
Contract Subtotal "A"	\$ 11,103,597	\$ 11,393,670	\$ 11,626,096	\$ 11,646,096	\$ 11,821,238

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	\$ 618,000
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
Total Operational Reimbursement and Maintenance	\$ -	\$ 347,000	\$ 215,000	\$ 815,000	\$ 833,000
Contract Subtotal	\$ 11,103,597	\$ 11,740,670	\$ 11,841,096	\$ 12,461,096	\$ 12,654,238

Library Equipment (not-to-exceed)**	\$ 350,000	\$ 350,000	\$ 350,000	\$ 350,000	\$ 350,000
Library Collection, Materials, Databases & Software	\$ -	\$ 518,841	\$ 518,841	\$ 518,841	\$ 600,000
Contract Subtotal - County Library Fund	\$ 11,453,597	\$ 12,609,511	\$ 12,709,937	\$ 13,329,937	\$ 13,604,238

Developer Impact Fees (DIF) Program Fund - City Library Collections					
Library Collection	\$ 642,000.00	\$ 300,000.00	\$ 300,000.00	\$ 300,000.00	\$ 300,000.00
City of Wildomar DIF (WIL)	\$ -	\$ -	\$ -	\$ -	\$ 20,000.00
City of Lake Elsinore DIF (LKE & LAK)	\$ -	\$ -	\$ -	\$ -	\$ 40,000.00
City of Menifee DIF (SCY, PLV & ROM)	\$ -	\$ -	\$ -	\$ -	\$ 50,000.00
City of Jurupa Valley DIF (GAV & ROB)	\$ -	\$ -	\$ -	\$ -	\$ 40,000.00
Contract Subtotal DIF Funds	\$ 642,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 450,000

Additional Library Services for the Edward-Dean Museum					
Reference Library	\$ -	\$ -	\$ -	\$ -	\$ 50,000
Contract Subtotal EDM	\$ -	\$ -	\$ -	\$ -	\$ 50,000

Additional Library Services for Palm Desert (First Amendment)					
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
Total Additional Library Services for Palm Desert	\$ 358,500	\$ 358,500	\$ 358,500	\$ 358,500	\$ 358,500

TOTAL	\$ 12,454,097	\$ 13,268,011	\$ 13,368,437	\$ 13,988,437	\$ 14,462,738
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*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.

S:\Library\CONTRACTS\LSSI\2017-2018\04_Exhibit B-4_Services and Compensation Cont Section 7 (Budget)_Fourth Amendment_110117

**Riverside County Library System
Exhibit B-4 "Services and Compensation"**

7. Contract Expense Summary (Budget)

Line Item	FY 13/14	FY 14/15	FY 15/16	FY 16/17	FY 17/18
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S:\Library\CONTRACTS\LSSI\2017-2018\04_ Exhibit B-4_Services and Compensation Cont Section 7 (Budget)_Fourth Amendment_110117