

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



ITEM
3.9
(ID # 6509)

MEETING DATE:

Tuesday, May 1, 2018

FROM : ECONOMIC DEVELOPMENT AGENCY (EDA):

SUBJECT: ECONOMIC DEVELOPMENT AGENCY (EDA): 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%, County Library Fund 17%

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Memorandum of Understanding (MOU) with the City of Lake Elsinore for Library Development Impact Fees Fund and authorize the Chairman of the Board to sign the MOU on behalf of the County.

ACTION: Policy

Robert Field, Assistant County Executive Officer/EDA 4/9/2018

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Perez and Ashley
Nays: None
Absent: Washington
Date: May 1, 2018
xc: EDA

Kecia Harper-Ihem
Clerk of the Board
By:
Deputy

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FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$0	\$48,000	\$144,000	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: City of Lake Elsinore 83%, County Library Fund 17%			Budget Adjustment:	No
			For Fiscal Year:	18/19 – 20/21

C.E.O. RECOMMENDATION: Approve

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, 2021. Effective July 1, 2018, the MOU will replace the previous MOU for Library DIF. The funds will be used to purchase new books and materials.

The County of Riverside has an agreement with Library Systems and Services, LLC (LSS) for operation of the Riverside County Library System. LSS will select the new books and materials and submit an invoice to the county for reimbursement. According to the terms of the agreement, LSS 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 FY18/19	\$40,000
City of Lake Elsinore "Library" DIF FY19/20	\$40,000
City of Lake Elsinore "Library" DIF FY20/21	\$40,000
Estimated \$5 per item fee (17% of Library DIF funds)	\$ 24,000
Total	\$144,000

This MOU has been approved as to form by County Counsel.

Attachments:

Memorandum of Understanding between the County of Riverside and the City of Lake Elsinore


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RF:HM:SH:AJ:KC

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DIF 2018-2021.docx



Nehini Masuda, Principal Management Analyst 4/23/2018



Gregory V. Priamos, Director County Counsel 4/18/2018

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MEMORANDUM OF UNERSTANDING (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, 2018 and remain and continue in effect until June 30, 2021 or until terminated by either party upon 30 days prior written notice to the other.

2. REIMBURSEMENT/USE OF LIBRARY BOOK DEVELOPMENT IMPACT FEES

a. 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 Development Impact Fees (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 \$20,000 per library per fiscal year (July 1 through June 30) for a total of \$120,000. City is not obligated for any additional amounts.

c. County shall invoice City quarterly for new library materials purchased under this MOU. Such invoices shall include sufficient documentation for the City to identify the type and quantity of library materials purchased and to confirm location in the Lake Elsinore or

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1 Lakeside Library. City shall pay approved invoices in 30 days from date of invoice from City's
2 DIF - Library Fund.

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

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

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

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

25 COUTY OF RIVERSIDE
26 Economic Development Agency
27 Attn: Riverside County Library System
3403 10th Street, Suite 400
28 Riverside, CA 92501

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

1 6. INDEMNIFICATION.

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

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

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

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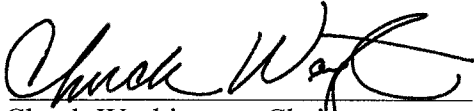
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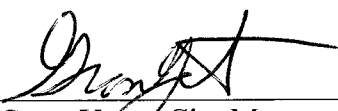
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1 **IN WITNESS WHEREOF**, County and City have caused this MOU to be duly executed
2 this 1st day of May, 2018.

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4 COUNTY OF RIVERSIDE:

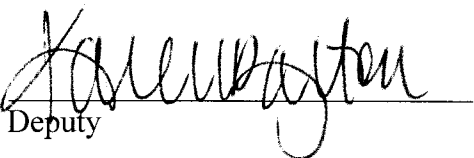
CITY OF LAKE ELSINORE:

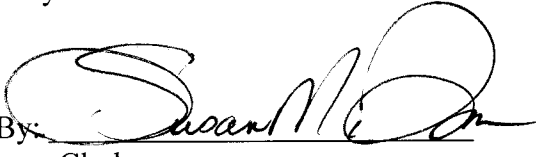
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6 By: 
7 Chuck Washington, Chairman
8 Board of Supervisors

By: 
Grant Yates, City Manager


9 ATTEST:
10 Kecia Harper-Ihem
11 Clerk of the Board

ATTEST:
Susan M. Domen
City Clerk

12 By: 
13 Deputy

By: 
Clerk

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15 APPROVED AS TO FORM:
16 Gregory P. Priamos
17 County Counsel

18 By: 
19 Thomas Oh
20 Deputy County Counsel
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