

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



ITEM  
3.16  
(ID # 7014)

**MEETING DATE:**  
Tuesday, July 17, 2018

**FROM :** ECONOMIC DEVELOPMENT AGENCY (EDA):

**SUBJECT:** ECONOMIC DEVELOPMENT AGENCY (EDA): Approval of the Third Amendment to the Agreement for Automated Library Services with the City of Murrieta for 3 Years, District 3, [\$426,476.51], City of Murrieta 100%

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

1. Approve the Third Amendment to the Agreement for Automated Library Services with the City of Murrieta through June 30, 2021; and
2. Authorize the Chairman of the Board of Supervisors to execute the Third Amendment on behalf of the County.

**ACTION:** Policy

Robert Field, Assistant County Executive Officer/ECD 5/29/2018

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Tavaglione, seconded by Supervisor Jeffries 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 17, 2018  
xc: EDA

Kecia Harper-Ihem  
Clerk of the Board  
By:   
Deputy

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

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$128,840.00	\$135,282.00	\$426,476.51	\$0
<b>NET COUNTY COST</b>	\$0	\$0	\$0	\$0
<b>SOURCE OF FUNDS:</b> City of Murrieta 100%			<b>Budget Adjustment:</b>	<b>NO</b>
			<b>For Fiscal Year:</b>	<b>18/19-20/21</b>

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

**BACKGROUND:**

**Summary**

The Inland Library Network, a part of the Riverside County Library System (RCLS), provides automation services to several independent, but cooperating libraries within Riverside County. The services are provided by Library Systems and Services (LS&S) with oversight by RCLS. Agreements for these services have been in place since 1997. This Agreement extends the current agreement through June 30, 2021.

**Impact on Citizens and Businesses**

Providing automation services is part of the Riverside County Library System mission to encourage cooperation across jurisdictional lines. This Third Amendment will continue the automation services for patrons of the City of Murrieta and surrounding community.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

Fiscal Year 2018-2019	\$135,282.00
Fiscal Year 2019-2020	\$142,046.10
Fiscal Year 2020-2021	\$149,148.41
<b>TOTAL</b>	<b>\$426,476.51</b>

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

This Third Amendment has been approved as to form by County Counsel.

**ATTACHMENTS:**


- Third Amendment to Agreement for Automated Library Services

RF:HM:SH:AJ:KC

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

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Rohini Dasika, Principal Management Analyst 7/9/2018

  
Gregory V. Priamos, Director County Counsel 7/5/2018

1 **THIRD AMENDMENT TO AGREEMENT FOR AUTOMATED LIBRARY SERVICES**

2 (Riverside County Library System and City of Murrieta)

3  
4 This Third Amendment to the Agreement for Automated Library Services ("Third  
5 Amendment") is made and entered into this 17th day of July, 2018 ("Effective  
6 Date") by and between the COUNTY OF RIVERSIDE ("COUNTY"), a political subdivision of  
7 the State of California, and the CITY OF MURRIETA ("CITY"), a California municipal  
8 corporation, sometimes collectively referred to as the "Parties".

9 WHEREAS, the COUNTY and CITY entered into that certain Agreement for  
10 Automated Library Services ("Original Agreement") effective July 1, 2011 setting forth the  
11 terms and conditions for the COUNTY to provide automated library services to the Murrieta  
12 Public Library; and

13 WHEREAS, the Original Agreement has been amended by: (A) that certain First  
14 Amendment to Agreement for Automated Library Services effective July 1, 2014, by and  
15 between COUNTY and CITY ("1<sup>st</sup> Amendment"), whereby the Parties amended the Original  
16 Agreement to extend the term, amend the payment provisions, and change the electronic  
17 database and services list in Section 4 of Exhibit "A" of the Original Agreement; and (B) that  
18 certain Second Amendment to Agreement for Automated Library Services effective July 1,  
19 2016, by and between COUNTY and CITY ("2<sup>nd</sup> Amendment"), whereby the Parties amended  
20 the Original Agreement to extend the term and amend the payment provisions; and

21 WHEREBY, the Original Agreement together with the 1<sup>st</sup> Amendment and 2<sup>nd</sup>  
22 Amendment are collectively referred to herein as "Agreement".

23 WHEREAS, the COUNTY and CITY desire to continue the delivery of automated  
24 services at the Murrieta Public Library; and

25 WHEREAS, both Parties desire to amend the Agreement by extending the term and  
26 amending the payment provisions and have reached an agreement that they wish to set forth  
27 in writing in the form of this Third Amendment.

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

3 A. Section 1 of the Agreement is hereby amended by the following:

4 The term of the Agreement shall be extended for three (3) years commencing  
5 on July 1, 2018 and ending on June 30, 2021.

6 B. Section 3 of the Agreement is hereby deleted in its entirety and replaced with  
7 the following:

8 3. PAYMENT: Payment will be made semi-annually and will be made within  
9 two weeks of receipt of the billing invoice.

CITY agrees to pay an annual service charge determined as follows:

10 a. The percentage of library materials circulation as defined in  
11 part b. below will be multiplied by the actual cost as defined in part  
12 d below for the fiscal year two years previous to the year in  
13 question.

14 b. The percentage of library materials circulation (items  
15 borrowed) in the CITY library relative to combined total of library  
16 materials circulation (items borrowed) for the Riverside County  
17 Library System, Moreno Valley, and College of the Desert  
18 Libraries for the fiscal year two years previous to the year in  
19 question.

20 c. Cost increases will be limited to 5% annually until the full cost  
21 of the services is reached.

22 d. The actual cost in the fiscal year two years previous to the  
23 year in question including:

24 i. Operation and maintenance of automated library  
25 circulation system

26 ii. Operation and maintenance of the web access  
27 catalog

28 iii. Operation and maintenance of the IP network

iv. Shared full text database subscriptions

v. The delivery system for interlibrary loan items to and  
from other system libraries

vi. Other services as specified in Exhibit A

e. The total amount payable to the COUNTY for Fiscal Year 2018-2019 shall not exceed \$135,282.00. The total amount payable to the COUNTY for Fiscal Year 2019-2020 shall not exceed \$142,046.10. The total amount payable to the COUNTY for Fiscal Year 2020-2021 shall not exceed \$149,148.41.

C. CAPITALIZED TERMS; THIRD AMENDMENT TO PREVAIL. Unless defined herein or the context requires otherwise, all capitalized terms herein shall have the meaning defined in the Agreement, as heretofore amended. The provisions of this Third Amendment shall prevail over any inconsistency or conflicting provisions of the Agreement, as heretofore amended, and shall supplement the remaining provisions thereof.

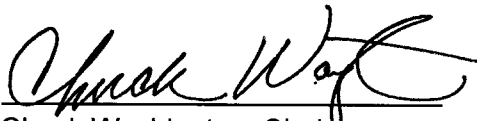
D. MISCELLANEOUS. Except as amended or modified herein, all the terms of the Agreement shall remain in full force and effect and shall apply with the same force and effect. Time is of the essence in this Third Amendment and the Agreement and each and all of their respective provisions. Subject to the provisions of the Agreement as to assignment, the agreements, conditions and provisions herein contained shall apply to and bind the heirs, executors, administrators, successors and assigns of the parties hereto. If any provisions of this Third Amendment or the Agreement shall be determined to be illegal or unenforceable, such determination shall not affect any other provision of the Agreement and all such other provisions shall remain in full force and effect. The language in all parts of the Agreement shall be construed according to its normal and usual meaning and not strictly for or against either COUNTY or CITY.


E. EFFECTIVE DATE. This Third Amendment shall not be binding or consummated until its approval by the Riverside County Board of Supervisors and fully executed by the Parties.

1 IN WITNESS WHEREOF, COUNTY and CITY have caused this Third Amendment to be duly  
2 executed.

3  
4 COUNTY OF RIVERSIDE

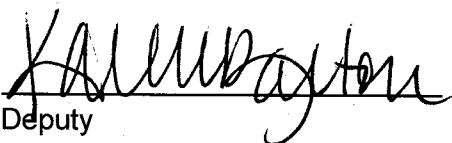
CITY OF MURRIETA

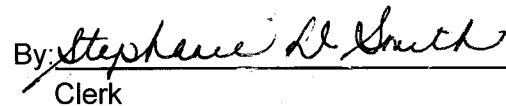
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7 By:   
8 Chuck Washington, Chairman  
Board of Supervisors

By:   
Kim Summers  
City Manager

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

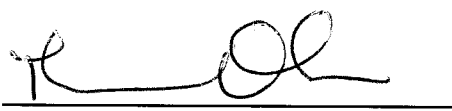
ATTEST:  
Stephanie D. Smith, MMC  
City Clerk, City of Murrieta

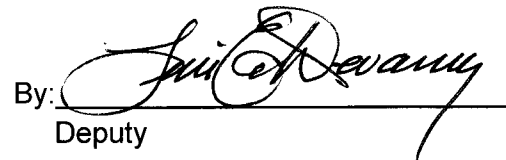
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14 By:   
15 Deputy

By:   
Clerk

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

APPROVED AS TO FORM:  
Leslie E. Devaney  
City Attorney

19  
20 By:   
21 Thomas Oh  
Deputy County Counsel

By:   
Deputy

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23  
24  
25 RF:JW:SH:AJ:KC

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