

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



ITEM
3.30
(ID # 7015)

MEETING DATE:

Tuesday, August 28, 2018

FROM : ECONOMIC DEVELOPMENT AGENCY (EDA):

SUBJECT: ECONOMIC DEVELOPMENT AGENCY (EDA): Ratification and approval of the Third Amendment to the Agreement for Automated Library Services with the College of the Desert for 2 Years, District 4, [\$187,668], College of the Desert 100%

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and approve the Third Amendment to the Agreement for Automated Library Services with the College of the Desert and the County of Riverside for Fiscal Years 2018/19 – 2019/20; 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 5/23/2018

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Perez, 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: August 28, 2018
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	\$91,545	\$96,123	\$187,668	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: College of the Desert 100%			Budget Adjustment: NO	
			For Fiscal Year: 2018/19-2019/20	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary (Continued)

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 Third Amendment 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 College of the Desert Library.

SUPPLEMENTAL:

Additional Fiscal Information

Fiscal Year 2018-2019	\$91,545
Fiscal Year 2019-2020	\$96,123
TOTAL	\$187,668

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

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

RF:HM:SH:kc

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Rohini Basma, Principal Management Analyst

8/20/2018



Gregory V. Priamos, Director County Counsel

8/15/2018

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

2 (Riverside County Library System and College of the Desert)

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4 This Third Amendment to the Agreement for Automated Library Services ("Third
5 Amendment") is made and entered into this 28th day of August, 2018 ("Effective
6 Date") by and between the COUNTY OF RIVERSIDE ("COUNTY"), a political subdivision of the
7 State of California, and the COLLEGE OF THE DESERT ("COLLEGE").

8 WHEREAS, the COUNTY and COLLEGE entered into that certain Agreement for
9 Automated Library Services ("Agreement") dated July 1, 2011 setting forth the terms and
10 conditions for the COUNTY to provide automated library services to the College of the Desert
11 Library, located in the Palm Desert Library at 73-300 Fred Waring Drive, Palm Desert, CA
12 92260; 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 COLLEGE ("1st Amendment"), whereby the Parties amended the
16 Original Agreement to extend the term, amend the payment provisions, and change the
17 electronic database and services list in Section 4 of Exhibit "A" of the Original Agreement; and
18 (B) that certain Second Amendment to Agreement for Automated Library Services effective July
19 1, 2016, by and between COUNTY and COLLEGE ("2nd Amendment"), whereby the Parties
20 amended the Original Agreement to extend the term and amend the payment provisions, and
21 change the electronic database and services list in Section 4 of Exhibit "A" of the Original
22 Agreement; and

23 WHEREBY, the Original Agreement together with the 1st Amendment and 2nd
24 Amendment are collectively referred to herein as "Agreement"; and

25 WHEREAS, the COUNTY and COLLEGE desire to continue the delivery of automated
26 services at the College of the Desert Library; and

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

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

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

7 The term of the Agreement is extended for one (1) year commencing on July 1, 2018
8 and expiring on June 30, 2019 ("Extension Term"). COLLEGE shall have one (1) option to
9 extend the term of the Agreement for one (1) year. COLLEGE shall exercise said option by
10 providing COUNTY with written notice at least sixty (60) days prior to the expiration of the
11 Extension Term.

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

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

16 COLLEGE agrees to pay an annual service charge determined as
17 follows:

18 a. The percentage of library materials circulation as defined in
19 part b. below will be multiplied by the actual cost as defined in part
20 d below for the fiscal year two years previous to the year in
21 question.

22 b. The percentage of library materials circulation (items
23 borrowed) in the COLLEGE library relative to combined total of
24 library materials circulation (items borrowed) for the Riverside
25 County Library System, Moreno Valley, and College of the Desert
26 Libraries for the fiscal year two years previous to the year in
27 question.

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

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

- i. Operation and maintenance of automated library circulation system
- ii. Operation and maintenance of the web access catalog
- 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 \$91,545.30. The total amount payable to the COUNTY for Fiscal Year 2019-2020 shall not exceed \$96,122.57.

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 COLLEGE.

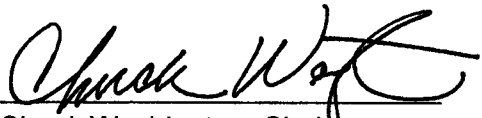
1 E. EFFECTIVE DATE. This Third Amendment shall not be binding or
2 consummated until its approval by the Riverside County Board of Supervisors and fully
3 executed by the Parties.


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5 [signatures on following page]
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1 IN WITNESS WHEREOF, COUNTY and COLLEGE have caused this Third
2 Amendment to be duly executed.

3
4 COUNTY OF RIVERSIDE

COLLEGE OF THE DESERT

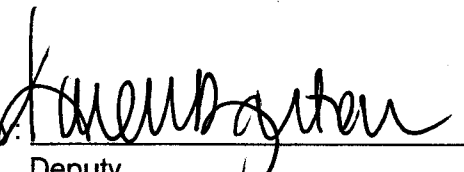
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6 By: 
7 Chuck Washington, Chairman
Board of Supervisors

By: 
For Joel L. Kinnamon, President


8 Date: AUG 28 2018

Date: 7/24/18

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

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14
15 By: 
16 Deputy

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

20
21 By: 
22 Thomas Oh
Deputy County Counsel

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24 RF:HM:SH:AJ:KC

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26 Amendment_COD_Automated Service Agreement_2018-2020.doc