

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



ITEM: 3.8
(ID # 14941)

MEETING DATE:
Tuesday, April 27, 2021

FROM : BUSINESS AND COMMUNITY SERVICES:

SUBJECT: BUSINESS AND COMMUNITY SERVICES: Approval of the First Amendment to Professional Services Agreement with Library Systems and Services, LLC for Provision of County Library Services through June 30, 2023. All Districts. [\$5,929,437 - County Library Fund 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached First Amendment to Professional Services Agreement with Library Systems and Services, LLC, a Maryland limited liability company (LS&S), for the provision of County library services through June 30, 2023; and
2. Authorize the Chair of the Board of Supervisors to execute the First Amendment on behalf of the County; and
3. Delegate signing authority up to \$75,000 to the Director of Business and Community Services and/or designee for library-specific operational products or services selected by LS&S and included in the Board approved library budget.

ACTION:


Suzanne Holland, Director of EDA 4/15/2021

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez, and Hewitt
Nays: None
Absent: None
Date: April 27, 2021
xc: BCS

Kecia R. Harper
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	\$ 3,402,748	\$ 1,338,487	\$ 5,929,437	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: County Library Fund 100%			Budget Adjustment: No	
			For Fiscal Year: 20/21 – 22/23	

C.E.O. RECOMMENDATION: Approve

On June 19, 2018 (Agenda Item 3.10) the Board of Supervisors approved the Professional Services Agreement with Library Systems and Services, LLC (LS&S) for the provision of library services to all 36 branches in the Riverside County Library System (RCLS) through June 30, 2023.

With the addition of two new library branch sites in Menifee and French Valley, the closure of two joint-use sites in Menifee, and the relocation of a third site in Desert Hot Springs, the first amendment will extend library services to these new branches and facilities for the residents of Riverside County. RCLS is retaining LSS to perform Library Program Management Services for all program matters for the three libraries. Due to the reorganization of the Economic Development Agency, RCLS will continue all Lease Administration and Property Management oversight functions for the three libraries. RCLS will provide additional compensation to LS&S for startup and library operations to staff, provide literacy services and programming, add IT equipment, and provide books and materials to the three new facilities.

In addition, RCLS contracts and partners with several cities for requested additional library operations and services as reflected in each Board of Supervisors approved city contract. LS&S will submit actual expenditures incurred to be reimbursed accordingly, as set forth in the amendment. On June 31, 2020, the Automated Service Agreement between College of the Desert and the County expired and was mutually terminated, and service has been eliminated.

This first amendment will remain in effect through June 30, 2023, running concurrently with the originally approved Professional Services Agreement.

Impact to Residents and Business

The three new library buildings will support a broad and diverse range of 21st century library services, programs, and technology. They will be a community wide destination for learning, discovery and collaboration. Distinctive and complementary interior areas will create unique surroundings and experiences, from places for quiet reading to active collaboration and social spaces. The libraries will provide a welcoming environment that engages and inspires patrons of all ages, plans for open public spaces without walls, and integrates technology as a means to engage and stimulate. Areas within the new libraries include adult, teen, and children areas,

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
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group study/quiet rooms, marketplace (What's New) and opportunity rooms, community rooms, staff workrooms and library branch staff offices.

Contract History

RCLS has operated under an agreement with LS&S since July 1, 1997.

SUPPLEMENTAL:

Additional Fiscal Information

FY 2020/21	\$3,402,748
FY 2021/22	\$1,338,487
FY 2022/23	\$1,188,202
TOTAL	\$5,929,437

A budget adjustment is not necessary at this time, and no net county cost will be incurred. This First Amendment to Professional Services Agreement has been approved as to form by County Counsel.

ATTACHMENTS:

- First Amendment to LS&S Professional Services Agreement (2021-2023)

G:\Library\CONTRACTS\LS&S - Professional Services Agreement\2018-2023\02_1st Amendment_2021-2023\01_First Amendment_F11_LSS Agreement_2021-2023.docx


Scott Bruzner 4/20/2021

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**FIRST AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN COUNTY OF RIVERSIDE AND
LIBRARY SYSTEMS AND SERVICES, LLC FOR LIBRARY SERVICES**

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This First Amendment, made and entered into this 27th day of April, 2021 ("effective date"), by and between LIBRARY SYSTEMS AND SERVICES LLC ("CONTRACTOR"), a Maryland limited liability company, and the COUNTY OF RIVERSIDE ("COUNTY"), a political subdivision of the State of California, sometimes collectively referred to herein as the "Parties."

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RECITALS

CONTRACTOR and COUNTY entered into that certain Professional Services Contract Agreement dated June 19, 2018, pursuant to which CONTRACTOR has agreed to provide library services to COUNTY ("Original Agreement").

The Original Agreement together with this Amendment are collectively referred to herein as the "Agreement."

The Parties now desire to amend the Original Agreement with this First Amendment to extend library services to the three new branches being built and account for other related changes.

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

1. Section 1.1 of the Original Agreement is hereby amended by the following:

1.1 CONTRACTOR shall provide to COUNTY all services outlined and specified in Exhibit B and Exhibit C, or elsewhere in this Agreement, at the prices stated in Exhibit B.

2. Section 3.1 of the Original Agreement is hereby amended to add the following subsections:

3.1.1 COUNTY will provide additional compensation to CONTRACTOR for startup and library operations to employ, service, programs, special event planning, operate, and add IT equipment, books and materials to the three new libraries being constructed and added to the Riverside County Library System, located in French Valley, Menifee,

1 and Desert Hot Springs. Effective June 30, 2021, two small joint-use facilities, Romoland
2 Library and Paloma Valley Library, will be closing and transitioning library services to
3 Menifee Library. Also effective on June 30, 2021, the current Desert Hot Springs Library
4 will be closing and transitioning library service to the new Desert Hot Springs Library
5 location.

6 **3.1.2** COUNTY contracts and partners with several cities for requested additional
7 library operations and services, as depicted in Exhibit B, and the amount is reflected in
8 each Board approved city contract.

9 **3.1.3** On June 31, 2020 the current term of the Automated Service Agreement
10 between College of the Desert and COUNTY expired and was mutually terminated. The
11 funds allocated by College of the Desert for fiscal years 2020/2021 through the
12 remainder of this Agreement are no longer available and service has been eliminated.

13 **3** Section 3.2 of the Original Agreement is hereby deleted in its entirety and replaced with
14 the following:

15 **3.2** The sum representing one-twelfth (1/12) of the annual "LIBRARY OPERATIONS"
16 amount listed in Exhibit B shall be payable within thirty (30) working days from the date of
17 receipt of a monthly invoice submitted to COUNTY, as may be adjusted by any credits or prior
18 payments. All expenses incurred under the "PROGRAMMING AND MAINTENANCE",
19 "LIBRARY COLLECTION AND EQUIPMENT", "DEVELOPER IMPACT FEES (DIF) FUND"
20 and the "REIMBURSABLE LIBRARY SERVICES" listed in Exhibit B must be submitted to
21 COUNTY with actual expenditures incurred and shall be payable within thirty (30) working days
22 from the date of receipt of a monthly invoice submitted to COUNTY, as may be adjusted by
23 any credits or prior payments. CONTRACTOR shall be paid for LIBRARY SUPPLIES AND
24 EQUIPMENT in accordance with an invoice submitted to the Riverside County Business and
25 Community Services (RCBCS) and shall be reimbursed upon approval by the Director, or
26 designee, within thirty (30) days from the date of the receipt of invoice.

27 **4.** Exhibits A, B and C attached to this First Amendment replace the existing Exhibits of the
28 Original Agreement.

1 5. Unless defined herein or the context requires otherwise, all capitalized terms herein shall
2 have the meaning defined in the Original Agreement, as heretofore amended. The
3 provisions of this First Amendment shall prevail over any inconsistency or conflicting
4 provisions of the Original Agreement, as heretofore amended, and shall supplement the
5 remaining provisions thereof.

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

18 7. This First Amendment shall not be binding or consummated until its approval by the
19 Riverside County Board of Supervisors and fully executed by the Parties.
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1 **IN WITNESS WHEREOF, COUNTY and CONTRACTOR** have executed this First
2 Amendment as of the date first written above.

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

CONTRACTOR:
LIBRARY SYSTEMS AND SERVICES LLC,
A Maryland corporation

7 By: *Karen S. Spiegel*
8 Karen Spiegel, Chair
Board of Supervisors

By: _____
Todd Frager
Chief Executive Officer

9
10 ATTEST:
11 KECIA HARPER
12 Clerk of the Board

13 By: *Annella Rasse*
14 Deputy

15 APPROVED AS TO FORM:
16 GREGORY P. PRIAMOS
County Counsel

17 By: *Ry*
18 Ryan Yabko
19 Deputy County Counsel

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A Maryland corporation

7 By: _____
8 Karen Spiegel, Chair
Board of Supervisors

By:  _____
Todd Frager
Chief Executive Officer

9
10 ATTEST:
11 KECIA HARPER
Clerk of the Board

12 By: _____
13 Deputy

14
15 APPROVED AS TO FORM:
16 GREGORY P. PRIAMOS
County Counsel

17 By: _____
18 Ryan Yabko
19 Deputy County Counsel

EXHIBIT A
OWNERSHIP, REPORTING, POLICIES, ASSET MANAGEMENT

1. **LIBRARY SYSTEM OWNERSHIP:** The Riverside County Library System ("RCLS") is at all times the property of the County of Riverside, California ("COUNTY") and operates under the authority of Riverside County Business and Community Services ("RCBCS"). Pursuant to this Agreement, Library Systems and Services, LLC. ("CONTRACTOR") is a COUNTY Contractor hired to operate the RCLS, as governed by the ordinances, regulations and policies of the COUNTY and its Board of Supervisors.
 - A) The RCBCS Director or designee will administer the provisions of the contract and direct the activities contained in the Agreement. At all times, an RCBCS staff member shall be responsible for overseeing the contract, CONTRACTOR, and RCLS to ensure timely delivery of services to the COUNTY.
 - B) COUNTY owns the name "Riverside County Library System" and the RCLS logo. Except where specifically stated otherwise in this Agreement, COUNTY owns all assets including furniture, technology and electronics, software licenses, intellectual property, programs and special services related to performance of this agreement.
2. **CORPORATE STATUS:** CONTRACTOR shall promptly report to the RCBCS Director or designee, any material changes in its ownership.
 - A) CONTRACTOR conflicts of interest, potential conflicts of interest, or the appearance of conflicts of interest shall be reported immediately to the RCBCS Director or designee.
 - B) CONTRACTOR shall mark all documents or program marketing materials as "LS&S, and Provider of Library Services for Riverside County."
3. **ANNUAL REPORTING:** By August 15 of each year, at the request of the COUNTY, CONTRACTOR shall provide a cumulative annual audited financial statement for the previous fiscal year that includes but is not limited to the following:
 - A) Audited financial statements that evidence CONTRACTOR's overall corporate health, and RCLS's specific financial condition, including but not limited to the operating costs for each individual library in the system. CONTRACTOR will utilize a mutually agreeable format developed by the RCBCS Finance Division and CONTRACTOR to record allocation of operating costs of the RCLS.
4. **INTEGRATED LIBRARY SYSTEM ACCESS:** CONTRACTOR shall enable the Integrated Library System ("ILS") to provide reports directly to RCBCS Finance Division for purposes of audits by COUNTY at any time.

5. **COUNTY RULES AND REGULATIONS:** CONTRACTOR acknowledges that it is subject to the authority of the Riverside County Board of Supervisors and will follow and fully comply with all applicable ordinances, regulations, and policies of the COUNTY in all of CONTRACTOR's operations.

6. **ASSET MANAGEMENT:** CONTRACTOR shall be responsible for protection from loss, damage, misappropriation and negligent misuse by its staff of all COUNTY owned assets which are under CONTRACTOR's control or possession (except normal wear and use). Such assets include but are not limited to books, media, cash and checks, financial records, computers, copiers, projectors and other electronic equipment, shelving, book carts, furniture and accessories (such as lamps and other lighting fixtures), floor coverings, artwork, buildings and grounds.
 - A) CONTRACTOR shall develop in collaboration with COUNTY written security policies and procedures for its staff for daily securing of all assets in each library. Policies and procedures shall require CONTRACTOR's staff to report immediately to CONTRACTOR any known damage to or loss of COUNTY owned assets.
 - B) CONTRACTOR shall report in writing (including email) to RCBCS any known damage or loss of COUNTY owned assets within 24 hours of discovery. Excluding damaged or lost books and other circulation materials.
 - C) CONTRACTOR shall not relocate to another location or refer any COUNTY owned assets to "surplus" status without prior consultation and approval by COUNTY.
 - D) CONTRACTOR shall cooperate with RCBCS staff in the inventorying, photographing and tagging of all COUNTY assets in its control and possession as may be required to secure COUNTY owned assets or by COUNTY procedures.
 - E) CONTRACTOR shall provide asset invoices to RCBCS staff within ten business days of receipt to ensure assets are recorded by RCBCS within thirty days per County of Riverside Standard Practice Manual Section 5 PM#505.

7. **BRAND MANAGEMENT, MARKETING AND PUBLICITY:** COUNTY and CONTRACTOR shall be responsible for marketing and managing the RCLS brand:
 - A) CONTRACTOR shall ensure that the COUNTY logo will appear on all communications, publications, websites, documents, applications, or other printed materials for internal or external audiences that may refer directly or indirectly to the RCLS.
 - B) All forms used by RCLS in the ordinary course of business, including but not limited to forms used for library card applications, and community room reservations shall be reviewed and approved by COUNTY prior to dissemination to or use by the public.

- C) All media contacts or requests for interviews regarding the RCLS shall be through the RCBCS's designated staff only. All requests for information or interviews by third parties shall be reviewed in advance by RCBCS staff with the exception of branch specific programs and similar events offered to the public.
- D) RCBCS staff will regularly meet and confer with CONTRACTOR to review new system-wide initiatives and will mutually plan and execute marketing strategies for those programs.
- E) Marketing of library events and programs and the maintenance of the RCLS website shall be executed by CONTRACTOR with approval by RCBCS staff. CONTRACTOR shall have primary responsibility for managing the RCLS Website.

**EXHIBIT B
SERVICES AND COMPENSATION**

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 professional and highly skilled staff and the appropriate level of staffing to operate each library building during public hours, or during hours as agreed upon, between RCBCS and CONTRACTOR.
 - B) Perform general operations including, but not limited to, enhancing library patronage, furthering library collection and materials, seeking grant opportunities, and 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, community outreach and engagement programs, adult, family and emergent literacy programs, creative children's programs, creative teen programs, family and adult programs, summer reading programs, healthy resources programs, and ESL programs.
 - D) 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.
 - E) Provide courier service within the Riverside County Library System.
 - F) Provide automation services and technology including, but not limited to, media improvements, computer and equipment maintenance, Envisionware/RFID maintenance, TechEd for e-rate telecommunication program, databases and software enhancement provision and operation of the Polaris ILS System and maintenance of copies and printer equipment.
2. **WESTERN COUNTY BOOKMOBILE:** This Agreement provides for full operational funding of the Western County Bookmobile, including special event Saturday bookmobile service. COUNTY is responsible for all maintenance repairs. The Western County Bookmobile will be out of service and transitioned to the new Library To You vehicle once the vehicle is scheduled for operation.
3. **COACHELLA VALLEY BOOKMOBILE:** This Agreement provides for full operational funding of the Coachella Valley Bookmobile, including special event Saturday bookmobile service. COUNTY is responsible for all maintenance repairs. The Western County Bookmobile will be out of service and transitioned to the new Library To You vehicle once the vehicle is scheduled for operation.

4. **LIBRARY TO YOU VEHICLES:** This Agreement provides for full operations of the Library To You vehicles, including after hours and weekend special events. CONTRACTOR will own the vehicles and is responsible for registration, insurance, fuel, and all maintenance repairs.
5. **ADDITIONAL LIBRARY SERVICES:** CONTRACTOR will provide additional services for the La Quinta Museum, La Quinta Makerspace, Temecula Public Library, Edward-Dean Museum Catalog management, and the City of Palm Desert. As well as provision of Automated Services and Technology for Murrieta and College of the Desert.
6. **CUSTODIAL SERVICES:** CONTRACTOR will be responsible to coordinate the work of custodial services for all COUNTY owned and library locations contracted for custodial services. CONTRACTOR will make sure that they are in good, clean working order.
7. **ADMINISTRATIVE MEETINGS:** CONTRACTOR's authorized administrative / management staff and the RCBCS staff will meet to review operations, decide strategic planning, and resolve any questions or concerns.
8. **CUSTOMER GRIEVANCE AND COMPLAINT RESOLUTION:** CONTRACTOR will notify RCBCS staff immediately, of any high priority customer grievances or complaints. CONTRACTOR and RCBCS will promptly meet and confer to develop appropriate responses to such customer grievances or complaints. CONTRACTOR will supply pertinent procedures for RCBCS approval, which will not unreasonably be withheld.
9. **CONTRACT EXPENSE SUMMARY:** Continued on page 3

**EXHIBIT B
SERVICES AND COMPENSATION**

	CONTRACT TERM					EXTENSION
	FY2018/19	FY2019/20	FY2020/21	FY2021/22	FY2022/23	FY2023/24 - 2028/29
Library Operations						
Operations/Staffing/Automation/Courier	\$ 11,833,506	\$ 12,227,116	\$ 13,012,429	\$ 14,796,132	\$ 15,284,329	
CA Min Wage	\$ 272,549	\$ 406,472	\$ 451,605	\$ 488,197	\$ 250,963	
Subtotal - Library Operations	\$ 12,106,055	\$ 12,633,588	\$ 13,464,034	\$ 15,284,329	\$ 15,535,292	\$ -
Programming and Maintenance						
Literacy/Summer Reading/Special Events	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	
Custodial Services	\$ 630,360	\$ 642,967	\$ 655,827	\$ 668,943	\$ 682,322	
Copiers/IT Service & Maintenance/Software	\$ 1,230,000	\$ 1,180,000	\$ 1,180,000	\$ 885,000	\$ 885,000	
P3 Start Up Costs - IT Services			\$ 244,133			
Edward-Dean Museum Reference Library	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	
Subtotal - Programming and Maintenance	\$ 2,210,360	\$ 2,172,967	\$ 2,429,960	\$ 1,903,943	\$ 1,917,322	\$ -
Library Collection and Equipment						
Library Supplies & Equipment (not to exceed)*	\$ 350,000	\$ 350,000	\$ 350,000	\$ 350,000	\$ 350,000	
Library Collection & Materials	\$ 600,000	\$ 600,000	\$ 600,000	\$ 665,500	\$ 665,500	
Library Collection & Materials Service Fee (not to exceed)*				\$ 57,775	\$ 57,775	
P3 Start Up Costs - Materials & Set-Up Fees			\$ 3,000,000			
Subtotal - Library Collection and Equipment	\$ 950,000	\$ 950,000	\$ 3,950,000	\$ 1,073,275	\$ 1,073,275	\$ -
RCLS OPERATIONS TOTAL	\$ 15,266,415	\$ 15,756,555	\$ 19,843,994	\$ 18,261,547	\$ 18,525,889	
Developer Impact Fees (DIF) Fund						
County of Riverside	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	
City of Wildomar DIF (WIL)	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	
City of Lake Elsinore DIF (LAK & LKE)	\$ 40,000	\$ 40,000	\$ 40,000	\$ 40,000	\$ 40,000	
City of Menifee DIF (SCY, PLV & ROM)	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	
City of Jurupa Valley DIF (GAV & ROB)	\$ 80,000	\$ 80,000	\$ 80,000	\$ 80,000	\$ 80,000	
Subtotal - DIF	\$ 490,000	\$ 490,000	\$ 490,000	\$ 490,000	\$ 490,000	\$ -
Reimbursable Library Services						
City of La Quinta Museum	\$ 195,000	\$ 195,000	\$ 195,000	\$ 195,000	\$ 195,000	
City of La Quinta Makerspace	\$ 165,190	\$ 173,450	\$ 182,122	\$ 165,190	\$ 165,190	
City of Temecula Library Operations				\$ 180,000	\$ 180,000	
City of Palm Desert Library Operations	\$ 358,000	\$ 358,000	\$ 358,000	\$ 358,000	\$ 358,000	
College of the Desert (COD) Automation Services	\$ 89,366	\$ 91,600	\$ -	\$ -	\$ -	
City of Murrieta Automation Services	\$ 132,112	\$ 135,415	\$ 138,800	\$ 142,270	\$ 145,827	
Subtotal - Additional Library Services	\$ 939,668	\$ 953,465	\$ 873,922	\$ 1,040,460	\$ 1,044,017	\$ -
TOTAL	\$ 16,696,083	\$ 17,200,020	\$ 21,207,916	\$ 19,792,008	\$ 20,059,906	\$ -

*Prior County authorization is required

**EXHIBIT C
FINANCIAL OPERATIONS**

1. REVENUE:

- A) CONTRACTOR will ensure that all library branches are managed with consistent financial procedures and will verify continued consistency on an annual minimum basis. RCBCS Finance will provide necessary financial procedures, forms, and samples.
- B) CONTRACTOR will cover in full all monthly net cash shortages or theft of cash and deposits for RCLS' daily bank deposits.
- C) RCBCS Finance will review cash handling procedural compliance and deposit accuracy via site visits at least on an annual basis.
- D) CONTRACTOR will work with RCBCS to report all revenues received by a branch which are recorded in the Polaris database and are reconcilable to daily deposits.

2. REPORTS:

- A) Gifts & Donations –CONTRACTOR will provide a worksheet monthly detailing the current donation receipts and approved expenditures which is reconcilable to CONTRACTOR reimbursement invoices.
- B) CONTRACTOR will provide detailed RCLS annual revenue and expense financial reports by library branch to RCBCS Finance within 45 days of the close of County's fiscal year to include each contracted line item.

3. INVOICES:

- A) For reimbursement invoices, CONTRACTOR will provide RCBCS Finance a summary page which lists all expenses itemized with a total that matches the invoice. Back up documentation for each charge must include proof of payment and a copy of the invoice being reimbursed.
- B) CONTRACTOR will use due diligence to submit all reimbursement claims to Riverside County RCBCS Finance in a timely manner. Reimbursement invoices shall not be submitted more than sixty days after the original expense.
- C) Contractor shall provide separate invoices for each contract line item clearly listing each contract authority, including Branch Operations - operations/labor, automation, courier, Programming and Maintenance- literacy, custodial, IT, copiers, database/software, Library Collection and Equipment – supplies, equipment, books/materials.

- D) CONTRACTOR will submit all invoices pertaining to RCBCS's fiscal year end of June 30th prior to August 1st of the following fiscal year to ensure expenses are accrued to the appropriate contract year to avoid denial of reimbursements.
4. **GRANT MANAGEMENT:** Per Board Order 3-13 dated January 29, 2013, RCBCS has contracted authority to submit for grant opportunities less than \$25,000. All grant applications exceeding \$25,000 must be submitted to the Board of Supervisors for authorization prior to acceptance per Board Policy A-30, Section 4 a., Board of Supervisor's authorization will be sought on all "Pre-application, grant letter of intent, grant renewal, or grant amendment to any federal, state, or other grantor agency that obligates county funds for the grant, which is NOT already specifically budgeted in the current fiscal year." RCBCS shall be responsible for obtaining authorization. CONTRACTOR shall provide all grant application exceeding \$25,000 to RCBCS at the time of submission.
- A) A copy of all grant applications, budgets, awards, extensions, regulations, and reports will be provided to RCBCS Finance by uploading said items to a shared dropbox within 10 business days.
- B) All grant invoices will be submitted to RCBCS Finance with a copy of the grant summary sheet which lists all expenses itemized with a total that matches the invoice within 30 days.
5. **IT SOFTWARE:** CONTRACTOR shall provide an annual detail listing of projected vendors, product, purpose, and costs.
- A) Invoices submitted by CONTRACTOR, must be itemized and auditable back to the annual approved list.
6. **MATERIAL PURCHASES:** Effective immediately upon execution of this Agreement, the County will collaborate with CONTRACTOR to order all books, media and other materials.
- A) RCBCS may notify CONTRACTOR of its intention to participate in the review and selection of materials.
- B) CONTRACTOR will provide high quality materials on a wide variety of subjects in varied formats for all age groups with a focus on demand driven collection, and according to the established Collection Development Policy. The responsibility for the Library Collection Development Policy will remain with RCBCS, and all Library Materials selection and management will be the responsibility of CONTRACTOR.

CONTRACTOR will negotiate favorable discounts and prices for the purchase of library materials in all formats. CONTRACTOR uses a centralized Collection Management Team (CMT) comprised of experts with decades of collection management experience and specialty knowledge combined with insights the CONTRACTOR proprietary

comprehensive collection analytics platform (LibraryIQ). The CMT ensures significant efficiencies, cost savings, expedited materials and enhanced performance through strong back office processes and vendor relationship management.

CONTRACTOR's Collection Management services (collectively, "Library Materials") include:

- Acquisition, Cataloging and Processing
- Selection
- Inventory and Weeding
- LibraryIQ Platform

CONTRACTOR will place orders with the suppliers and perform the accounting functions related to those orders. CONTRACTOR's Collection Management fee is variable and based on a percentage of the RCBCS' total allocated Library Collection & Materials budget. RCBCS shall include 5% of the Library Collection & Materials budget to cover the service fees of the Library Materials ordered ("Library Collection & Materials Service Fee"), not to exceed \$48,275 per year). This service fee is charged on all Library Collection & Materials, regardless of the format of content.

- C) Invoices for books and materials will be billed separately from other type of items being reimbursed.