

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



ITEM: 3.25  
(ID # 14854)

MEETING DATE:  
Tuesday, June 08, 2021

FROM : OFFICE OF ECONOMIC DEVELOPMENT:

SUBJECT: OFFICE OF ECONOMIC DEVELOPMENT: Approval of Fourth Amendment to the Agreement for Automated Library Services with the City of Murrieta, extension for 2 Years through June 30, 2023. District 3. [\$321,042; City of Murrieta 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Fourth Amendment to the Agreement for Automated Library Services with the City of Murrieta through June 30, 2023; and
2. Authorize the Chair of the Board of Supervisors to execute the Fourth Amendment on behalf of the County.

ACTION:

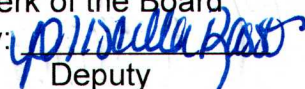
  
Suzanne Holland, Director of EDA 5/3/2021

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MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Washington, seconded by Supervisor Spiegel 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: June 8, 2021  
xc: OED

Kecia R. Harper  
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>	\$0	\$156,606	\$321,042	\$0
<b>NET COUNTY COST</b>	\$0	\$0	\$0	\$0
<b>SOURCE OF FUNDS:</b> City of Murrieta 100%			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 21/22 – 22/23	

**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. The current Fourth Amendment extends the current agreement through June 30, 2023.

**Impact on Citizens and Businesses**

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

**SUPPLEMENTAL:**

**Additional Fiscal Information**

Fiscal Year 2021-2022	\$156,605.83
Fiscal Year 2022-2023	\$164,436.12
<b>TOTAL</b>	<b>\$321,041.95</b>

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

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

**ATTACHMENTS:**

2021-2023 Fourth Amendment Murrieta Automated Services  
2021-2023 Fourth Amendment Murrieta Automated Services - Exhibit A

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

  
Scott Bruckner 6/1/2021



1                   **FOURTH AMENDMENT TO AGREEMENT FOR AUTOMATED LIBRARY**  
2   **SERVICES**

3                   (Riverside County Library System and City of Murrieta)

4                   This Fourth Amendment to the Agreement for Automated Library Services  
5 ("Fourth Amendment") is made and entered into this 8<sup>TH</sup> day of June,  
6 2021 ("Effective Date") by and between the COUNTY OF RIVERSIDE  
7 ("COUNTY"), a political subdivision of the State of California, and the CITY OF  
8 MURRIETA ("CITY"), a California municipal corporation, sometimes collectively  
9 referred to as the "Parties".

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

14                  WHEREAS, the Original Agreement has been amended by: (A) that certain  
15 First Amendment to Agreement for Automated Library Services effective July 1,  
16 2014, by and between COUNTY and CITY ("1<sup>st</sup> Amendment"), whereby the Parties  
17 amended the Original Agreement to extend the term, amend the payment  
18 provisions, and change the electronic database and services list in Section 4 of  
19 Exhibit "A" of the Original Agreement; and (B) that certain Second Amendment to  
20 Agreement for Automated Library Services effective July 1, 2016, by and between  
21 COUNTY and CITY ("2<sup>nd</sup> Amendment"), whereby the Parties amended the Original  
22 Agreement to extend the term and amend the payment provisions; and (C) that  
23 certain Third Amendment to Agreement for Automated Library Services effective  
24 July 1, 2018, by and between COUNTY and CITY ("3<sup>rd</sup> Amendment"), whereby the  
25 Parties amended the Original Agreement to extend the term and amend the  
26 payment provisions; and

27                  WHEREBY, the Original Agreement together with the 1<sup>st</sup> Amendment, 2<sup>nd</sup>

1 Amendment and 3<sup>rd</sup> Amendment are collectively referred to herein as "Agreement".

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

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

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

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

10 The term of the Agreement shall be extended for two (2) years  
11 commencing on July 1, 2021 and ending on June 30, 2023.

12 B. Section 3(e) of the Agreement is hereby amended by the following:

13 The total amount payable to the COUNTY for Fiscal Year 2021-2022  
14 shall not exceed \$156,605.83. The total amount payable to the  
15 COUNTY for Fiscal Year 2022-2023 shall not exceed \$164,436.12.

16 C. CAPITALIZED TERMS: FOURTH AMENDMENT TO PREVAIL. Unless  
17 defined herein or the context requires otherwise, all capitalized terms herein shall  
18 have the meaning defined in the Agreement, as heretofore amended. The  
19 provisions of this Fourth Amendment shall prevail over any inconsistency or  
20 conflicting provisions of the Agreement, as heretofore amended, and shall  
21 supplement the remaining provisions thereof.

22 D. MISCELLANEOUS. Except as amended or modified herein, all the terms of  
23 the Agreement shall remain in full force and effect and shall apply with the same  
24 force and effect. Time is of the essence in this Fourth Amendment and the  
25 Agreement and each and all of their respective provisions. Subject to the  
26 provisions of the Agreement as to assignment, the agreements, conditions and  
27 provisions herein contained shall apply to and bind the heirs, executors,



1 administrators, successors and assigns of the parties hereto. If any provisions of  
2 this Fourth Amendment or the Agreement shall be determined to be illegal or  
3 unenforceable, such determination shall not affect any other provision of the  
4 Agreement and all such other provisions shall remain in full force and effect. The  
5 language in all parts of the Agreement shall be construed according to its normal  
6 and usual meaning and not strictly for or against either COUNTY or CITY.

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

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

3  
4 COUNTY OF RIVERSIDE

CITY OF MURRIETA

5  
6 By: Karen S. Spiegel  
7 Karen Spiegel, Chair  
8 Board of Supervisors

By: KS  
Kim Summers  
City Manager

9  
10 ATTEST:  
11 Kecia Harper  
12 Clerk of the Board

13 By: [Signature]  
14 Deputy

ATTEST:  
Cristal McDonald  
City Clerk, City of Murrieta

By: [Signature]  
Clerk

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

19 By: \_\_\_\_\_  
20  
21 By: [Signature]  
22 Ryan Yabko  
23 Deputy County Counsel

APPROVED AS TO FORM:  
Leslie E. Devaney  
City Attorney

By: [Signature]

24 MT: 14854  
25 G:\Library\CONTRACTS\City of Murrieta - Automated Service Agreement\2021-  
26 2023\_4th Amendment\2021-2023 Fourth Amendment Murrieta Automated  
27 Services.docx





## EXHIBIT A

1. County will support City in the same manner as County agencies are supported.

Automation Services to provide the City:

(All incidents, Call-in, Web, Emergency, etc., will be recorded in the tracking system)

- Call-in HelpDesk support from 8 AM to 10 PM Mon-Fri
- Mechanism to report and track incidents 24/7 on a Web based HelpDesk portal
- Emergency support on-call 24/7
- Interface with common systems, communications and database vendors such as Integrated Library System and ISP Provider to resolve issues. Library telephone system and City networks are not supported in this contract.
- Router/Switch required by the Network for interface with Automation Services servers
- Training as available from competent County staff

2. County will ensure that resources necessary to produce reports to meet City, County, and State reporting requirements.

Automation Services to provide the City:

- Access and necessary training for selected City library staff to employ the Integrated Library Systems tools to produce ad hoc reports to meet ad hoc requirements. In addition to ad hoc reporting capability the following standard reports

### Daily

- Holds – Phone, Email and Paper notices to customers that items are ready to pick up
- Send List – Pull list for library staff to pull items to send to other libraries for interlibrary loan
- Fees Paid Report – Identifies and notifying collection agency what fees are paid
- Overdue – Phone, Email and Paper notices to customers that items are overdue
- Bills – Phone, Email and Paper notices to customers re: fees and fines owed above threshold

### Quarterly

- CSLA Direct Loan Survey – 2 week sample of Direct Loan Transactions sent to State Library upon request
- Interlibrary Loan Claim Report – Interlibrary Loan participation claim sent to State Library upon request

### Annual

- Annual Bibliostat Statistics Report – Annual statistical report sent to State Library
- Other reports as staff time and machine hours permit including specific reports as rise

3. County will allow the addition of new bibliographic records and modification of existing bibliographic records.

4. City will be provided the same access to electronic databases and services as the County. Currently these include the following all of which can be searched individually, as a full set or a selection set:

- Ancestry
- biblioboard
- Brainfuse
- Cloudlibrary
- Cloudlibrary Platform fee
- Demographics Now
- Gale Biography in Context
- Health & Wellness Resource Center
- Health Reference Center
- Heritage Quest
- Informe
- Infotrac Newsstand
- Kanopy
- Literature Resource Center
- medici tv
- OverDrive Annual access
- OverDrive, Inc eaudiobooks
- OverDrive, Inc ebooks
- Petersen's test and career prep
- Pronunciator
- Reference Solutions
- Scholastic GO!

5. Library Automation Software modules currently provided include:

- Authority Control
- Web Public Access Catalog
- Circulation Control
- Acquisitions and Fund Accounting
- Staff Clients
- Telephone Notification
- Reporting Module
- MARC Bib Import/Export Utility
- OCLC ILL Protocol Interface
- Serial Checkin & Control
- EDI Electronic Ordering
- 9XX Order Interface (Acquisitions)

6. COUNTY or CONTRACTOR will provide base on-site wide area network (WAN) network equipment maintenance. County will be responsible for maintaining and troubleshooting the telecommunications network from the library application servers in Automation Services to the City buildings. Uptime will be maintained during all regularly schedule hours library is open.
7. Services and access privileges listed above will be included in the annual service charge. For additional services the City will pay the full cost. Such services may be, but are not limited to:
  - Training above the level done at County libraries
  - Additional software modules that are not used by the County as well as any documentation, training and installation that those modules may require
  - Additional hardware required for City, but not used by County and all fees associated with installation and upgrades