

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



**ITEM: 3.25
(ID # 15608)**

MEETING DATE:

Tuesday, September 14, 2021

FROM : OFFICE OF ECONOMIC DEVELOPMENT:

SUBJECT: OFFICE OF ECONOMIC DEVELOPMENT: Approval of the Amended and Restated Agreement between City of Temecula and The County of Riverside for Library Operations Services at the Ronald H. Roberts Temecula Public Library, District 3. [\$841,500, City of Temecula 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached Amended and Restated Agreement Between City of Temecula and The County of Riverside for Library Operations Services at the Ronald H. Roberts Temecula Public Library for Fiscal Years 2021/22 – 2025/26, with the option to extend through 2031; and
2. Authorize the Chair of the Board of Supervisors to execute the Agreement on behalf of the County; and
3. Authorize the Director of the Office of Economic Development and/or designee, based on the availability of funding and as approved by County Counsel to: (a) sign amendments that do not change the substantive terms of the Agreement; (b) to extend the Agreement term as authorized by this Form 11; (c) sign amendments to the revenue provisions that do not exceed up to a 10% increase.

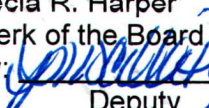
ACTION:Policy


Suzanne Holland, Director of Office of Economic Development 8/17/2021

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, seconded by Supervisor Perez 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: September 14, 2021
xc: ED

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	\$168,300	\$168,300	\$841,500	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: City of Temecula 100%			Budget Adjustment:	NO
			For Fiscal Year:	21/22-25/26

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Since its opening on December 14, 2006, the Temecula Public Library has been operated by the Riverside County Library System. On September 13, 2016 (Agenda Item 3.19), the Board of Supervisors approved an Agreement for Services Between City of Temecula and the County of Riverside, Library Operations Services at the Ronald H. Roberts Temecula Public Library ("Agreement").

On August 28, 2018 (Agenda Item 3.35), the Board of Supervisors approved a First Amendment to the Agreement between City of Temecula and the County of Riverside Library Operations Services at the Ronald H. Roberts Temecula Public Library. The First Amendment provided a three-year extension to the Agreement for the continued operation of the Ronald H. Roberts Temecula Public Library and set the amount of financial support received from the City of Temecula; staffing levels and provision of services at the library; technical services provided by the city; hours of operation; ownership of collection, furniture, and equipment; and the rights and responsibilities of each party.

This Agreement will restate the library operations services through 2026, with the option to extend for an additional five (5) year term. The City of Temecula agrees to pay up to \$168,300 annually as a supplement to library tax revenues toward the operation of the library through 2026. Under the Agreement, the County of Riverside, on behalf of the Riverside County Library System, agree to the continued operation of the Ronald H. Roberts Temecula Public Library and set the amount of financial support received from the City of Temecula; staffing levels and provision of services at the library; technical services provided by the city; hours of operation; ownership of collection, furniture, and equipment; and the rights and responsibilities of each party.

Impact to Residents and Business

The Ronald H. Roberts Temecula Public Library is centrally located in the city of Temecula where it is convenient for residents to take advantage of the free public programs for families and children as well as offer private meeting and study rooms, high speed Wi-Fi, and public computers for businesses, small groups, and individuals. Many businesses utilize libraries to start, grow and improve their businesses.

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STATE OF CALIFORNIA**

SUPPLEMENTAL:

Additional Fiscal Information

FY 2021/22	\$168,300
FY 2022/23	\$168,300
FY 2023/24	\$168,300
FY 2024/25	\$168,300
FY 2025/26	\$168,300
TOTAL	\$841,500

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

ATTACHMENTS:

- Amended and Restated Agreement between City and County Ronald Roberts Public Library

**AMENDED AND RESTATED AGREEMENT BETWEEN
CITY OF TEMECULA AND THE COUNTY OF RIVERSIDE**

**LIBRARY OPERATIONS SERVICES
AT THE RONALD H. ROBERTS TEMECULA PUBLIC LIBRARY**

THIS AMENDED AND RESTATED AGREEMENT BETWEEN CITY OF TEMECULA AND THE COUNTY OF RIVERSIDE ("Agreement") is made and entered into this 14th day of September, 2021 by and between the City of Temecula, a municipal corporation ("City"), and the County of Riverside, a political subdivision of the State of California ("County"). The City and the County may be referred to below collectively as the "Parties." In consideration of the mutual covenants and conditions set forth herein, the Parties agree as follows:

1. RECITALS

This Agreement is made with the respect to the following facts and purposes:

a. On August 9, 2016, the City and the County entered into that certain Agreement titled "Agreement for Services Between City of Temecula and the County of Riverside Library Operation Services at the Ronald H. Roberts Temecula Public Library" ("Original Agreement"). The Original Agreement stated City's payments to County shall not exceed \$180,000 annually.

b. On July 10, 2018, the City and the County amended the Original Agreement by entering into that certain "First Amendment to Agreement between City of Temecula and the County of Riverside Library Operation Services at the Ronald H. Roberts Temecula Public Library" ("First Amendment") to extend the term of the Original Agreement to June 30, 2021, and to add a new Section titled "Miscellaneous".

c. The purpose of this Agreement is to continue the library operation services at the Ronald H. Roberts Temecula Public Library and to set forth the terms and provisions for said services and the obligations of the Parties. This Agreement replaces the Original Agreement, as amended by the First Amendment, in its entirety. The Original Agreement, as amended by the First Amendment, will have no force or effect.

2. TERM

The services under this Agreement shall commence on July 1, 2021, and shall remain and continue in effect until June 30, 2026, unless sooner terminated pursuant to the provisions of this Agreement. The City may, upon mutual written agreement, extend the contract for one (1) additional five (5) year term. In no event shall the contract be extended beyond June 30, 2031.

3. SERVICES

The County shall perform the services and tasks described and set forth in Exhibit A (referred to below collectively as "services"), attached hereto and incorporated herein as though set forth in full. The County shall complete the services according to the schedule of performance set forth in Exhibit A.

4. PERFORMANCE

The County shall at all times faithfully, competently and to the best of its ability, experience, and talent, perform all tasks described herein. In performing the services under this Agreement, the County shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of the County in fulfilling its obligations.

5. PAYMENT

a. The City agrees to pay the County **quarterly, at the rate of one hundred and forty dollars (\$140) per hour for every hour exceeding forty (40) hours per week of Library operations.** This amount shall not exceed **one hundred fifty three thousand dollars (\$153,000)** annually unless additional payment is approved as provided in this Agreement. The Payment Schedule is contained at Exhibit B attached hereto and incorporated herein by this reference.

b. The County shall not be compensated for any services rendered in connection with its performance of this Agreement that are in addition to those set forth herein, unless such additional services are authorized in advance in writing by the City Manager. The County shall be compensated for any additional services in the amounts and in the manner as agreed to by the City Manager and the County at the time the City Manager provides the City's written authorization to County for the performance of said additional services.

c. The City Manager may approve additional services by the County up to ten percent (10%) of the amount of this Agreement, but in no event shall the total annual sum of this Agreement exceed **one hundred sixty eight thousand three hundred dollars (\$168,300).** Any additional services resulting in payment that exceeds the maximum \$168,300 annual payment set forth in Section 5(a) shall be approved by the City Council.

d. The County shall submit invoices quarterly for the actual services performed under this Agreement. The City's payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of County's fees for the services performed under this Agreement, it shall give written notice to the County within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Except for the Library Tax Credit set forth in Section 19 of Exhibit A, the City's payment under this Section 5 constitutes the City's total payment contributions to the County for the services and operations of the Ronald H. Roberts Temecula Public Library under this Agreement.

e. Upon termination of this Agreement, the County's sole compensation shall be the payment for the actual services performed up to, and including, the date of termination or as may otherwise be agreed to in writing between the City and the County.

6. COLLECTIONS PROCUREMENT

The Parties agree that the collections procurement for the Ronald H. Roberts Temecula Public Library will be processed as set forth in Section 10 of Exhibit A. The City reserves the right to contract with any third-party procurement company to secure collections for the Ronald

H. Roberts Temecula Public Library when expending City or other local funds ("collections purchased with City funds"). Except for the costs of supplies required for the in-house processing of collections purchased with City funds or collections provided by donations, there shall be no financial detriment to the Ronald H. Roberts Temecula Public Library's County collection development budget or other charges to the City for cataloguing, identifying, or processing any such additional collections purchased with City funds or collections provided by donations.

7. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

a. The City or the County may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the other party at least one hundred twenty (120) days prior written notice of said termination. Upon receipt of any such notice of termination from the City, the County shall cease all work under this Agreement on the date provided by the notice. If either party suspends or terminates only a portion of this Agreement such suspension or termination shall not void or invalidate the remainder portions of this Agreement.

b. In the event this Agreement is terminated pursuant to this Section 7, the City shall pay to the County the actual value of the work performed up to the time of termination, provided that the work performed is of value every hour exceeding forty (40) hours per week to the City. Upon termination of the Agreement, the County will submit an invoice to the City, pursuant to Section 5 titled "PAYMENT" herein.

c. In the event of non-payment by the City as required by Section 5, the County may terminate the Agreement thirty (30) days after the date on which the payment is due.

8. DEFAULT OF COUNTY

a. The County's failure to comply with the provisions of this Agreement shall constitute a default. In the event that the County is in default for cause under the terms of this Agreement, the City shall have no obligation or duty to provide payment to the County for any services performed after the date of said default and, in such case, the City may terminate this Agreement immediately by written notice to the County. If the failure by the County to make progress in the performance of the services required under this Agreement arises out of causes beyond the County's control, and without fault or negligence of the County, such failure shall not be considered a default.

b. If the City Manager or the City Manager's designee determines that the County is in default in the performance of any of the terms or conditions of this Agreement, it shall serve the County with written notice of the default. The County shall have ten (10) business days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the County fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity, or under this Agreement.

9. OWNERSHIP OF DOCUMENTS

a. The County shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, revenues, and other such information required by City that relate to the performance by the County of the services under this Agreement. The County shall maintain adequate records of the services provided under this Agreement in sufficient detail to permit an evaluation of said services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. The County shall provide free access to the representatives of the City or its designees at reasonable times to such books and records. In addition, the County shall give the City the right to examine and audit said books and records, and permit the City to make transcripts therefrom as necessary. Further, the County shall allow the City and its designees to inspect all work, services, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

b. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused or otherwise disposed of by the City without the permission of the County. With respect to computer files containing data generated for the services provided herein, the County shall make available to the City, upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

10. INDEMNIFICATION

a. To the fullest extent permitted by applicable law, the County shall and does agree to indemnify, protect, defend and hold harmless the City, its agencies, districts, special districts and departments, their respective directors, officers, elected and appointed officials, employees, agents, and representatives (collectively, "City Indemnitees") for, from and against any and all liabilities, claims, damages, losses, liens, causes of action, suits, awards, judgments and expenses, attorney and/or County fees and costs, taxable or otherwise, of any nature, kind or description of any person or entity, directly or indirectly arising out of, caused by, or resulting from (1) the Services performed hereunder by the County, or any part thereof, (2) the Agreement, including any approved amendments or modifications, or (3) any negligent act or omission of the County, its officers, employees, subcontractors, agents, or representatives (collectively, "County Liabilities"). Notwithstanding the foregoing, the only County Liabilities with respect to which the County's obligation to indemnify, including the cost to defend, the City Indemnitees does not apply is with respect to County Liabilities resulting from the negligence or willful misconduct of any City Indemnitees, or to the extent such claims do not arise out of, pertain to or relate to the Scope of Work in the Agreement.

b. To the fullest extent permitted by applicable law, the City shall and does agree to indemnify, protect, defend and hold harmless the County, its agencies, departments, directors, officers, agents, Board of Supervisors, elected and appointed officials and representatives (collectively, "County Indemnitees") for, from and against any and all liabilities, claims, damages, losses, liens, causes of action, suits, awards, judgments and expenses, attorney and/or County fees and costs, taxable or otherwise, of any nature, kind or description of any person

or entity, directly or indirectly arising out of, caused by, or resulting from (1) the services performed hereunder, by the City, or any part thereof, (2) the Agreement, including any approved amendments or modifications, or (3) any negligent act or omission of City its officers, employees, subcontractors, agents, or representatives (collectively "City Liabilities"). Notwithstanding the foregoing, the only City Liabilities with respect to which City's obligation to indemnify, including the cost to defend, the County Indemnitees does not apply is with respect to City Liabilities resulting from the negligence or willful misconduct of any County Indemnitees, or to the extent such claims do not arise out of, pertain to or relate to the Scope of Work in the Agreement.

11. INDEPENDENT CONTRACTOR

a. The County is and shall at all times remain as to the City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of the County shall at all times be under County's exclusive direction and control. Neither the City nor any of its officers, employees, agents, or volunteers shall have control over the conduct of the County or any of the County's officers, employees, or agents except as set forth in this Agreement. The County shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the City. The County shall not incur or have the power to incur any debt, obligation or liability whatever against the City, or bind the City in any manner.

b. The Parties agree and acknowledge that except for the Library Tax Credit discussed in Section 19 of Exhibit A, the City is responsible only for payment to the County in accordance with Section 5 "PAYMENT" in connection with the services provided by the County under this Agreement. No employee benefits that are available to employees of the City shall be available to the County or any party completing the services at the direction of the County in connection with the performance of this Agreement. Further, the City shall not pay salaries, wages, or other compensation to the County for performing the services under this Agreement. The City shall not be liable for compensation or indemnification to the County for injury or sickness arising out of the performance of services hereunder.

12. INSURANCE

a. The County of Riverside maintains programs of self-insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the County, its agents, representatives, or employees.

b. County shall maintain limits no less than:

1. General Liability: One Million (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: One Million (\$1,000,000) accident for bodily injury and property damage.

3. Worker's Compensation as required by the State of California; Employer's Liability: One Million Dollars (\$1,000,000) per accident for bodily injury or disease.

- c. The County of Riverside shall furnish to the City of Temecula a properly executed Certificate(s) of Insurance or Self-Insurance and an Additional Covered Party Amendatory Endorsement effecting coverage as required herein.

- d. Further, said Certificate(s) of Insurance or Self-Insurance shall contain the covenant that in the event of cancellation of the self-insurance program or policy designated, it is the intent of the County of Riverside to mail 30 days' prior notice thereof to the City of Temecula.

- e. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance.

13. LEGAL RESPONSIBILITIES

The County shall keep itself informed of all local, State and Federal ordinances, laws and regulations that in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The County shall at all times observe and comply with all such ordinances, laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the County to comply with this section.

14. RELEASE OF INFORMATION

- a. All information gained by the County, or the County subcontractors, in performance of this Agreement shall be considered confidential and shall not be released by the County without the City's prior written authorization. The County, its officers, employees, agents or subcontractors, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the services performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided the County gives the City notice of such court order or subpoena.

- b. The County shall promptly notify the City if the County, its officers, employees, agents or subcontractors are served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the services performed there under or with respect to any project or property located within the City. The City retains the right, but has no obligation, to represent the County and/or be present at any deposition, hearing or similar proceeding. The County agrees to cooperate fully with the City and to provide the City with the opportunity to review any response to discovery requests provided by the County. However, the City's right to review any such response does not imply or mean the right by the City to control, direct, or rewrite said response.

15. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable

overnight delivery service, such as but not limited to, Federal Express, that provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified-mail, postage prepaid, return-receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by Notice. Notice shall be effective upon delivery to the addresses specified below or on the third business day following deposit with the document delivery service or United States Mail as provided above.

To City : City of Temecula
Attention: City Manager
41000 Main Street
Temecula, CA 92590

To County: County of Riverside
Office of Economic Development
Attention: Suzanne Holland, Director
3403 Tenth Street, Suite 400
Riverside, CA 92501

16. ASSIGNMENT

Except for the services discussed in Section 1.C. of Exhibit A, the Parties acknowledge that the County shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. The conditions and provisions herein contained shall apply to and bind any heirs, executors, administrators, successors and assigns of the Parties hereto.

17. LICENSES

At all times during the term of this Agreement, the County shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement.

18. GOVERNING LAW

The City and the County understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the Parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the Riverside County Superior Court. In the event such litigation is filed by one party against the other to enforce its rights under this Agreement, the prevailing party, as determined by the Court, shall be entitled to reasonable attorneys' fees and litigation expenses for the relief granted.

19. PROHIBITED INTEREST

No officer or employee of the City that has participated in the development of this Agreement or its approval shall have any financial interest, direct or indirect, in this Agreement, the proceeds thereof, the County, or the County's sub-contractors for this project, during his/her tenure or for one year thereafter. The County hereby warrants and represents to the City that no officer or employee of the City that has participated in the development of this Agreement or its approval has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, the proceeds thereof, or in the business of the County or County's sub-contractors in connection with the services provided under this Agreement. The County further agrees to notify the City in the event any such interest is discovered whether or not such interest is prohibited by law or this Agreement.

20. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the Parties relating to the obligations and services set forth in this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

21. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of each of the Parties are authorized to execute this Agreement and to bind the respective party to the performance of the obligations and responsibilities set forth herein.

22. CITY MANAGER AUTHORITY

The City Manager is authorized to enter into an amendment on behalf of the City in connection with the following non-substantive modifications to the Agreement: (a) name changes; (b) extension of time; (c) non-monetary changes in scope of work; (d) termination of the Agreement.

23. NO THIRD PARTY BENEFICIARIES

No person or entity shall be deemed to be a third-party beneficiary hereof, and nothing in this Agreement (either express or implied) is intended to confer upon any person or entity, other than the County, the City, and their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

24. MISCELLANEOUS

- a. *Time is of the Essence.* Time is of the essence in this Agreement.
- b. *Severability.* If any part, term, or provision of this Agreement is held by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if this Agreement did not contain the particular part, term, or provision held to be invalid.
- c. *Counterparts.* This Agreement may be executed simultaneously in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.
- d. *Remedies Not Exclusive and Waivers.* No remedy conferred by any of the specific provisions of this Agreement is intended to be exclusive of any other remedy and each and every remedy will be cumulative and will be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedies will not constitute a waiver of the right to pursue other available remedies.
- e. *Exhibits.* The Exhibits attached hereto are incorporated in this Agreement by reference herein.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF TEMECULA, a municipal corporation

By: Maryann Edwards
Maryann Edwards, Mayor

ATTEST:

By: Randi Juhl
Randi Juhl, City Clerk

APPROVED AS TO FORM:

By: Peter M. Thorson
Peter M. Thorson, City Attorney

COUNTY OF RIVERSIDE, a political subdivision of the State of California

By: Karen S. Spiegel
Karen Spiegel, Chair
Board of Supervisors

ATTEST:

Kecia Harper
Clerk of the Board

By: Michelle Rasso
Deputy

APPROVED AS TO FORM:

Gregory P. Priamos
County Counsel

By: Ryan Yabko
Ryan Yabko
Deputy County Counsel

COUNTY OF RIVERSIDE
Office of Economic Development
Attention: Suzanne Holland, Director
3403 Tenth Street, Suite 400
Riverside, CA 92501
(951) 955-8916
sholland@rivco.org

PM Initials: SH
Date: 8-10-2021



EXHIBIT A

Scope of Services and Tasks in Connection with Ronald H. Roberts Temecula Public Library

The services, duties, tasks, and obligations of the Parties are described in this Exhibit A with regard to the Ronald H. Roberts Temecula Public Library, located at 30600 Pauba Road, Temecula, CA 92592 (referred to as "Ronald H. Roberts Temecula Public Library" or "Library").

1. STAFFING

A. Library Staff. The County shall provide an adequate number of professional and para-professional staff persons for the efficient and effective operations of the Library and the Technology Homework Center discussed in Section 1.E. below in accordance with standards generally accepted in the library industry. The County shall have sole authority to recruit, select, and hire the Library staff except for the positions of Manager, Department Heads and Reference Librarians. The Manager, Department Heads, and Reference Librarians will be selected via a panel interview process with the panel comprised of the following: one (1) representative from Library Systems and Services ("LS&S") administration; one (1) representative from the City of Temecula; and the incumbent Library Manager. The selection of candidates for the positions of Manager, Department Heads, and Reference Librarians shall be by mutual agreement between the City and the County. In addition, Department Heads will be included on the interview panel for openings in their departments.

B. The City and the County may review and alter the number and classification of staff persons from time to time for the effective operation of the Library. In the event that the City is dissatisfied with the performance of a Library staff employee or the overall level of staffing, the City and the County shall work together to resolve the matter in a manner that is mutually acceptable.

C. The County currently provides Library staff and Library services through a separate agreement with LS&S. The City acknowledges and agrees that staff and other services shall be provided to the Library through the County's agreement with LS&S.

D. The Library Manager and the Temecula Community Services Director or his or her designee shall meet regularly to exchange information pertaining to the day-to-day operation of the Library, including but not limited to maintenance and custodial issues, information systems, Library supply needs, Friends of the Temecula Libraries, and to provide status updates regarding the Library and facility operations of the Library. Issues pertaining to Library policy and Library contracts and agreements shall be referred to the Zone Manager for the Mid-South Zone.

E. Technology Homework Center. The County shall provide a three-tenths (0.3) full time equivalent employee to provide assistance in the Technology Homework Center. The Technology Homework Center's employee(s) shall be classified as referenced in the Joint Use Cooperative Agreement between the County of Riverside, the Temecula Valley Unified School District ("TVUSD") and the City of Temecula for the Joint Use of Facilities Located at the Ronald

H. Roberts Temecula Public Library, dated March 18, 2003. The County shall work with the TVUSD and the City to provide, as necessary, additional employees, volunteers and resources for students in the Technology Homework Center. In the event that unforeseen events or conditions, such as public health conditions not in the control of the Parties require the shut-down or reduced hours in connection with the Library, the County and the City will work cooperatively to ensure that, to the extent feasible, staffing support for the Technology Homework Center continues to be available, including off-site support as may be agreed to by the City, TVUSD, and the County.

F. Technology Systems. The City shall provide adequate staff persons to maintain and operate the technology systems, including, but not limited to, computers, Radio Frequency Identification ("RFID") equipment and systems, copiers, telephones, wireless networks, and teleconference equipment, or contract with a third party to provide same. In the event that the City elects to subcontract technology systems support, the City retains the right to determine which, if any, hardware will remain the property of the City of Temecula.

G. Maintenance. The City shall provide adequate staff persons to provide janitorial services, landscape maintenance and building maintenance for the Library.

2. OPERATING HOURS

The Ronald H. Roberts Temecula Public Library shall operate at least fifty-nine (59) hours per week. The days and hours of operations shall be as follows:

Monday — Thursday	10:00 a.m. to 8:00 p.m.
Friday	10:00 a.m. to 6:00 p.m.
Saturday	10:00 a.m. to 5:00 p.m.
Sunday	1:00 p.m. to 5:00 p.m.

The Library shall observe the City of Temecula's holiday schedule and will also observe Columbus Day. The Library will be closed one additional day per calendar year for staff training.

3. SECURITY SYSTEMS

A. Key Cards. The City shall administer and issue to Library Staff proximity key cards that provide door access and support various levels of security to the Ronald H. Roberts Temecula Public Library. These key cards shall be issued by City's Information Technology ("IT") Department.

B. Radio Frequency Identification. The City shall maintain and support a Radio Frequency Identification ("RFID") system, which is the Ronald H. Roberts Temecula Public Library's book security and inventory system.

4. TECHNOLOGY SERVICES

A. Patron LAN and Wireless LAN. The City's IT Department shall equip, maintain and support the Patron Local Area Network ("LAN") and the Wireless LAN, or contract with a third party to provide same. At its discretion, the City may request that the County provide

such services, subject to a mutually agreed upon amendment to this Agreement, or the City may subcontract, subject to the County's approval, with a third party to provide these services.

B. Administrative LAN. The Administrative LAN shall be maintained and supported by Library Systems and Services, Incorporated (LS&S).

C. Firewall Separation. City shall maintain firewall separation of the Patron LAN, Wireless LAN and Administrative LAN.

D. LS&S shall notify the City Information Technology (IT) staff not less than ten (10) days in advance of any planned changes to Library automation / technology support service availability. LS&S shall make every effort to notify the City IT staff as soon as possible of any immediate situations that require a system reset or that will impact the Ronald H. Roberts Temecula Public Library user community.

5. AUTHENTICATION SERVICES

A. Wireless Authentication. City shall provide wireless authentication consistent with other automated systems within the Library.

B. Library Patron Authentication. Library patrons shall be authenticated by the Comprise Smart Access Management ("Comprise SAM") System or comparable system. The Temecula Library system shall enable patrons to easily manage their accounts, including adding funds with a credit card through the Internet, at a Library kiosk, or through a Library librarian or cashier.

6. COMMERCIAL CARRIER SERVICES

A. The Library shall access the Internet with broadband internet circuit which will support the Wireless LAN and the Patron LAN.

B. The Administrative LAN shall be supported by an LS&S provisioned broadband internet circuit.

7. VOICEMAIL SERVICES The City shall provide and support voicemail accounts and respond to the Library Manager's request for any telephone additions or changes to users in the Voice over Internet Phone ("VOIP") system. The Library telephones shall be answered by a live Library staff member or system approved by City during the Library's operational hours described in Section 2 above.

8. LICENSING SERVICES

A. Patron LAN and Wireless LAN. Software license products shall be purchased, updated, and maintained by the City when used on either the Patron LAN or the Wireless LAN.

B. Administrative LAN. Software license products shall be purchased and maintained by LS&S on the Administrative LAN.

9. **INTERNET SERVICES.** The City shall maintain and support the Ronald H. Roberts Temecula Public Library's Internet domain temeculalibrary.org. Internet usage at the Library shall be in compliance with the County Library's Internet Usage Policy. Content filtering shall be supported by a Children's Internet Protection Act ("CIPA") compliant content filtering system.

10. **ON-GOING COLLECTIONS DEVELOPMENT**

A. **Annual Collections Development.** The County shall provide collection development support for the Ronald H. Roberts Temecula Public Library on an annual basis. County Staff shall provide ongoing and up-to-date reports of all items ordered for the Ronald H. Roberts Temecula Public Library.

B. **Invoicing Required.** The County shall work with vendors to provide copies of invoices to the City evidencing the total value of the volumes purchased for the Ronald H. Roberts Temecula Public Library collection. Invoicing shall include the cost of the volume and all processing by County's third party procurement company. Invoices shall be submitted as collection materials are received and inventoried to the collection.

C. **Collections Maintenance.** The County shall provide maintenance support to the Ronald H. Roberts Temecula Public Library's staff. Library staff will ensure that collection remains consistent with professional library practices. This includes but is not limited to procurement, processing, mending, and de-accessioning of collections. Ronald H. Roberts Temecula Public Library's staff, in consultation with the City, shall make all decisions related to the expenditure of City and other non-County funds. All collections will remain property of the City.

11. **FURNITURE, FIXTURES AND EQUIPMENT**

A. **Ownership by the City.** The City shall own all furniture, fixtures, and equipment in the Ronald H. Roberts Temecula Public Library, except for the LS&S equipment that support the following:

- i. Administrative LAN;
- ii. SIP2 protocol equipment;
- iii. Microsoft Windows servers that support Domain Naming System (DNS);
- iv. The domain controller for caching administrative staff authentication credentials;
- v. Microsoft Client Access License (CAL) for Office Suite and Exchange Email.

B. **Maintenance by the City.** The City shall be responsible for the maintenance, repair and replacement of the furniture, fixtures and equipment, except for the LS&S equipment, as necessary and determined by City.

C. Maintenance by County. The County shall be responsible for the maintenance, repair and replacement of the LS&S equipment used for supporting LS&S staff functions.

12. UTILITIES All utilities shall be recorded in the City's name. The City shall be responsible for the payment of all utilities costs, including electricity, gas, water, and telephone services, associated with the operations of the Ronald H. Roberts Temecula Public Library.

13. FEES AND FINES

A. City Property. All fees and fines received at the Ronald H. Roberts Temecula Public Library or on its website will be property of the City. Fees and fines for unclaimed holds; overdue, lost, or damaged materials; printing, faxing, and copying services; and facilities and equipment rentals shall be consistent with City fee schedules.

B. Collection of Fees and Fines. Fees and fines shall be collected by LS&S staff at the Ronald H. Roberts Temecula Public Library.

C. Software for Fees and Fines. The City shall provide and maintain software consistent with other City systems for the receipting and reconciling of fees and fines.

D. Fees for Printing. The City shall determine the fees for printing and copying.

14. FACILITY RENTALS

A. Rentals. Rentals of the Ronald H. Roberts Temecula Public Library facilities will be managed in accordance with the City's rental policy ("Rental Policy"), a copy of which has been provided to the County. The Rental Policy includes information regarding the areas within the Ronald H. Roberts Temecula Public Library available for rental purposes, the equipment available for rental, the rental fees, and the reservation procedures. The Rental Policy also sets forth which Library patrons receive priority for rental areas.

B. Administration of Rental Policy. The City shall administer the City's Rental Policy, assist in the preparation of the rental areas, including but not limited to setting up and taking down tables and chairs, collecting required deposits, rental forms, proof of insurance, and other required documentation, and remit any rental-related documentation to the City. The County shall remit all rental fees to City on a daily basis with reconciling documentation.

C. Rental Fee Software. City shall provide and maintain software consistent with other City systems for the receipting and reconciling of rental fees.

15. TECHNOLOGY HOMEWORK CENTER The City shall determine and schedule any computer classes provided in the Technology Homework Center other than those provided by the Temecula Valley Unified School District. The City shall work with Library staff and the School District to ensure that such scheduling of computer classes does not conflict with other programs or staffing needs. Classes may be provided by contracted instructors, Library staff or City staff.

16. LIBRARY MATERIALS DISTRIBUTION TO SCHOOL DISTRICT

A. TVUSD Distribution Site. The County shall add the Temecula Valley Unified School District's District Office ("TDO") as a daily distribution site for Library materials requested by students or TVUSD staff through the online public catalog.

B. Distribution System. The County shall develop a distribution system with the TVUSD to check-out, check-in, and account for all Library materials distributed through this distribution system. The County shall work with the TVUSD Library Media Specialist to develop a check-out and check-in process at the TVUSD that is integrated with the County system to track the distribution of and protect the Public Libraries' collections.

17. WIRELESS TELEPHONE USAGE County staff persons shall enforce the following policy regarding wireless telephone usage at the Ronald H. Roberts Temecula Public Library. Wireless telephone usage shall be limited to the following specific areas within and around the Ronald H. Roberts Temecula Public Library:

- Inspiration Garden
- Front foyer
- Parking lot
- Staff offices and staff lounge
- Study rooms

18. FOOD AND BEVERAGES

A. Concessions. The City may operate a concessions operation within the Ronald H. Roberts Temecula Public Library. All revenues and expenditures associated with the concessions shall be City's responsibility.

B. Designated Areas for Food Consumption. The City may permit food and beverages to be consumed in all Ronald H. Roberts Temecula Public Library common areas, staff offices, staff lounge, and the garden.

19. LIBRARY TAX CREDIT The City's Library Tax Credit shall be used to offset County Library services for the basic forty (40) hours per week at the Ronald H. Roberts Temecula Public Library and the basic forty (40) hours per week, including maintenance at the Grace Mellman Library located at 41000 County Center Drive, Temecula, California. The County shall provide to the City an accurate and complete accounting of the collection and allocation of the City's Library Tax Credit on an annual basis on or before June 21 of each year.

EXHIBIT B

Payment Schedule

The City agrees to pay County quarterly, at the rate of one hundred and forty dollars (\$140) per hour for every hour exceeding forty (40) hours per week of Library operations. Except as otherwise provided in Section 5 of the Agreement, the annual payment shall not exceed One Hundred Fifty-Three Thousand Dollars (\$153,000).