

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



ITEM: 3.18
(ID # 16868)

MEETING DATE:

Tuesday, November 02, 2021

FROM : OFFICE OF ECONOMIC DEVELOPMENT:

SUBJECT: OFFICE OF ECONOMIC DEVELOPMENT: Ratify and Approve the Memorandum of Understanding with the City of Lake Elsinore for Library Material Funding, Effective July 1, 2021, for a Period of Three Years from FY21/22 through FY23/24. District 1. [\$120,000 - City of Lake Elsinore 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and Approve the Memorandum of Understanding (MOU) with the City of Lake Elsinore for Library Material Funding, Effective July 1, 2021, for a Period of Three Years, from FY20/21 – FY22/23; and
2. Authorize the Chair of the Board of Supervisors to execute this MOU on behalf of the County.

ACTION:

Suzanne Holland
Suzanne Holland, Director of Office of Economic Development 10/25/2021

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, seconded by Supervisor Hewitt 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: November 2, 2021
xc: OoED

Kecia R. Harper
Clerk of the Board
By: *[Signature]*
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	\$ 40,000	\$ 40,000	\$ 120,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: City of Lake Elsinore 100%			Budget Adjustment:	No
			For Fiscal Year: 21/22 – 23/24	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The City of Lake Elsinore desires to provide library material funding from their General Fund in the amount of \$20,000 for the Lake Elsinore Library and \$20,000 for the Lakeside Library per fiscal year through June 30, 2024. Effective July 1, 2021, the MOU will replace the previous MOU with the City. The funds will be used to purchase new books and materials.

The County of Riverside has an agreement with Library Systems and Services, LLC (LSS) for operation of the Riverside County Library System. LSS will select the new books and materials and submit an invoice to the county for reimbursement.

Impact on Citizens and Businesses

This MOU will provide additional library books and materials for the residents of the City of Lake Elsinore and the surrounding community.

Additional Fiscal Information:

City of Lake Elsinore Library Material Funding FY21/22	\$40,000
City of Lake Elsinore Library Material Funding FY22/23	\$40,000
City of Lake Elsinore Library Material Funding FY23/24	\$40,000
Total	\$120,000

This MOU has been approved as to form by County Counsel.

Attachments:

MOU with City of Lake Elsinore For Library Material Funding 2021-2024

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**MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN
THE COUNTY OF RIVERSIDE
AND
THE CITY OF LAKE ELSINORE**

This Memorandum of Understanding ("MOU") is entered into by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California ("County") and the CITY OF LAKE ELSINORE, a municipal corporation ("City"). The County and City may be individually or collectively referred to as a "party" or the "parties".

Now, therefore, in consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM. This MOU shall commence on July 1, 2021 and remain and continue in effect until June 30, 2024 or until terminated by either party upon 30 days prior written notice to the other.

2. REIMBURSEMENT/USE OF LIBRARY MATERIALS CITY GENERAL FUND

a. The City agrees to reimburse the County for its actual cost of purchasing new library materials for the Lake Elsinore and Lakeside Library operated by the County and located within the City from its General Fund. Library materials purchased with City General Fund monies shall be and remain the property of City used by the County in the same manner as all other library materials. In the event that the City of Lake Elsinore withdraws from the County Library System, these library materials purchased with City General Fund shall remain the property of the City. This provision shall survive termination of this MOU.

b. The amount of reimbursement shall not exceed \$20,000 per library per fiscal year (July 1 through June 30) for a total of \$120,000. City is not obligated for any additional amounts.

c. County shall invoice City quarterly for new library materials purchased under this MOU. Such invoices shall include sufficient documentation for the

1 City to identify the type and quantity of library materials purchased and to confirm location
2 in the Lake Elsinore or Lakeside Library. City shall pay approved invoices in 30 days
3 from date of invoice from City General Fund.

4 3. CATEGORIES OF PURCHASES. The City General Fund shall be
5 used to purchase library materials. Library materials mean books, periodicals,
6 magazines, electronic media delivery devices, eBooks, iPads, audio/visual materials, and
7 other similar items for use by library patrons selected by the Library Branch Manager.
8 Library materials do not include furniture, fixtures, or items that are for the exclusive use
9 of library staff. At the time of County's billing to City, a list of the library materials
10 purchased shall be provided. The County's billing will also include a signed statement
11 that library materials were ordered following the Riverside County Library System
12 Materials Selection Policy. The Policy has been reviewed and approved by the County's
13 Board of Supervisors. In the event City staff believes such items do not meet the definition
14 of "library materials," the City shall meet and confer with the library branch manager and
15 County Librarian or the Director of the Office of Economic Development, or a designee,
16 and use its best efforts to resolve this dispute. Such review shall not be used for
17 censorship of materials purchased. Nonetheless, the City retains the absolute and sole
18 discretion to determine whether an item is a "library material" eligible for reimbursement
19 pursuant to this MOU.

20 a. LOCATION OF MATERIALS PURCHASED: All library materials
21 initially shall be provided to the Lake Elsinore or Lakeside Library, subject only to
22 reciprocal borrowing rights through the inter-library loan system.

23 4. RECORDS. County shall maintain records of all library materials
24 purchased hereunder for at least 5 years.

25 5. NOTICES. All correspondence and notices required or contemplated by
26 this MOU, shall be delivered to the respective parties at the addresses set forth below
27 and are deemed submitted three days after being postmarked for deposit in the United
28 States mail, postage prepaid:

1 RIVERSIDE COUNTY
2 Office of Economic Development
3 Attn: Riverside County Library System
4 3403 10th Street, Suite 400
5 Riverside, CA 92501

CITY OF LAKE ELSINORE
Attn: City Manager
130 S. Main Street
Lake Elsinore, CA 92530

6 6. INDEMNIFICATION.

7 a. City shall indemnify, defend and hold harmless County, its officers,
8 agents and employees, from and against any claims, demands, liabilities, challenges, or
9 costs (including but not limited to attorneys and expert fees) arising or alleged to arise as
10 a result of City's actions or failure to act hereunder, including but not limited to the types
11 and nature of library materials selected.

12 b. County shall indemnify, defend and hold harmless City, its officers,
13 agents and employees, from and against any claims, demands, liabilities, challenges, or
14 costs (including but not limited to attorneys and expert fees) arising or alleged to arise as
15 a result of County's actions or failure to act hereunder, including but not limited to the
16 types and nature of library materials selected.

17 7. MISCELLANEOUS. This MOU may be amended only in writing signed by
18 both parties. No waiver of any term or condition of this MOU shall be a continuing waiver
19 thereof. In the event of any proceeding to enforce or interpret this MOU, the prevailing
20 party will be entitled to reasonable attorney's fees and costs as determined by the court.
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1 **IN WITNESS WHEREOF**, County and City have caused this MOU to be duly executed
2 this 2nd day of November, 2021.

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4 COUNTY OF RIVERSIDE:

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

9 ATTEST:
10 Kecia Harper
11 Clerk of the Board

12 By: [Signature]
13 Deputy

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

18 By: [Signature]
19 Ryan Yabko
20 Deputy County Counsel

CITY OF LAKE ELSINORE:

By: [Signature]
Jason Simpson, City Manager

ATTEST:
Candice Alvarez
City Clerk

By: [Signature] for:
Clerk

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25 MT: TBD

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27 Library Material Funding 2021-2024.docx