

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



ITEM: 3.31
(ID # 21893)

MEETING DATE:
Tuesday, July 11, 2023

FROM : OFFICE OF ECONOMIC DEVELOPMENT:

SUBJECT: OFFICE OF ECONOMIC DEVELOPMENT - Approve the Fifth Amendment to the Agreement for Automated Library Services with the City of Murrieta, Extension for 5 Years through June 30, 2028. District 3. [\$954,044 Total Cost - 100% City of Murrieta]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Fifth Amendment to the Agreement for Automated Library Services with the City of Murrieta through June 30, 2028; and
2. Authorize the Chairman of the Board of Supervisors to execute the Fifth Amendment on behalf of the County.

ACTION:


Suzanne Holland, Director of Office of Economic Development 6/13/2023

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Perez and Gutierrez
Nays: None
Absent: Washington
Date: July 11, 2023
xc: O.E.D.

Kimberly A. Rector
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	\$172,658	\$181,291	\$954,044	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% City of Murrieta			Budget Adjustment: N/A	
			For Fiscal Year: 23/24 - 27/28	

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. Agreements for these services have been in place since 1997 and are provided by Library Systems and Services (LS&S) with oversight by RCLS.

The original agreement for services with the City of Murrieta became effective July 1, 2011 (June 28, 2011, BOS Agenda Item 3.42), and set forth the terms and conditions for the County to provide automated library services to the Murrieta Public Library. This proposed Fifth Amendment to the Agreement extends the current agreement term through June 30, 2028, and acknowledges eliminating obsolete technologies and updating the list of necessary evolving technology required to operate the library. The proposed Fifth Amendment to the Agreement has been approved as to form by County Counsel.

Impact on Citizens and Businesses

Providing automation services is part of RCLS' mission to encourage cooperation across jurisdictional lines. This Fifth Amendment will continue automation services for patrons of the City of Murrieta and surrounding community.

SUPPLEMENTAL:

Additional Fiscal Information

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

Fiscal Year 2023-2024	\$172,658
Fiscal Year 2024-2025	\$181,291
Fiscal Year 2025-2026	\$190,355
Fiscal Year 2026-2027	\$199,873
Fiscal Year 2027-2028	\$209,867
TOTAL	\$954,044

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

ATTACHMENTS:

- Fifth Amendment to Agreement for Automated Library Services


Scott Bruckner 6/28/2023


Aaron Gettis, Deputy County Counsel 6/27/2023

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

2 (Riverside County Library System and City of Murrieta)

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4 This Fifth Amendment to the Agreement for Automated Library Services ("Fifth
5 Amendment") is made and entered into this 11th day of July, 2023 ("Effective
6 Date") by and between the COUNTY OF RIVERSIDE ("COUNTY"), a political subdivision of the
7 State of California, and the CITY OF MURRIETA ("CITY"), a California municipal corporation,
8 sometimes collectively referred to as the "Parties".
9

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

14 WHEREAS, the Original Agreement has been amended by: (A) that certain First
15 Amendment to Agreement for Automated Library Services effective July 1, 2014, by and
16 between COUNTY and CITY ("1st Amendment"), whereby the Parties amended the Original
17 Agreement to extend the term, amend the payment provisions, and change the electronic
18 database and services list in Section 4 of Exhibit "A" of the Original Agreement; and (B) that
19 certain Second Amendment to Agreement for Automated Library Services effective July 1,
20 2016, by and between COUNTY and CITY ("2nd Amendment"), whereby the Parties amended
21 the Original Agreement to extend the term and amend the payment provisions; and (C) that
22 certain Third Amendment to Agreement for Automated Library Services effective July 1, 2018,
23 by and between COUNTY and CITY ("3^d Amendment"), whereby the Parties amended the
24 Original Agreement to extend the term and amend the payment provisions; and (D) that certain
25 Fourth Amendment to Agreement for Automated Library Services effective July 1, 2023, by and
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1 between COUNTY and CITY ("4th Amendment"), whereby the Parties amended the Original
2 Agreement to extend the term and amend the payment provisions; and

3 WHEREBY, the Original Agreement together with the 1st Amendment, 2nd Amendment,
4 3rd Amendment, and 4th Amendment are collectively referred to herein as "Agreement"; and

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

7 WHEREAS, both Parties desire to amend the Agreement by extending the term,
8 updating the services referenced in Exhibit A, and amending the payment provisions, and have
9 reached an agreement that they wish to set forth in writing in the form of this Fifth Amendment.
10

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

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

14 The term of the Agreement shall be extended for five (5) years commencing on July 1,
15 2023 and ending on June 30, 2028.

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

17 The total amount payable to the COUNTY for Fiscal Year 2023-2024 shall not exceed
18 \$172,658.00. The total amount payable to the COUNTY for Fiscal Year 2024-2025 shall not
19 exceed \$181,291.00. The total amount payable to the COUNTY for Fiscal Year 2025-2026 shall
20 not exceed \$190,355.00. The total amount payable to the COUNTY for Fiscal Year 2026-2027
21 shall not exceed \$199,873.00. The total amount payable to the COUNTY for Fiscal Year 2027-
22 2028 shall not exceed \$209,867.00

23 C. Exhibit A. Exhibit A of the Agreement is hereby amended and replaced with Exhibit A-5,
24 attached hereto and incorporated herein.

25 D. CAPITALIZED TERMS: FIFTH AMENDMENT TO PREVAIL. Unless defined herein or
26 the context requires otherwise, all capitalized terms herein shall have the meaning defined in
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1 the Agreement, as heretofore amended. The provisions of this Fifth Amendment shall prevail
2 over any inconsistency or conflicting provisions of the Agreement, as heretofore amended, and
3 shall supplement the remaining provisions thereof.

4 E. MISCELLANEOUS. Except as amended or modified herein, all the terms of the
5 Agreement shall remain in full force and effect and shall apply with the same force and effect.
6 Time is of the essence in this Fifth Amendment and the Agreement and each and all of their
7 respective provisions. Subject to the provisions of the Agreement as to assignment, the
8 agreements, conditions, and provisions herein contained shall apply to and bind the heirs,
9 executors, administrators, successors and assigns of the parties hereto. If any provisions of this
10 Fifth Amendment or the Agreement shall be determined to be illegal or unenforceable, such
11 determination shall not affect any other provision of the Agreement and all such other provisions
12 shall remain in full force and effect. The language in all parts of the Agreement shall be
13 construed according to its normal and usual meaning and not strictly for or against either
14 COUNTY or CITY.
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16 F. EFFECTIVE DATE. This Fifth Amendment shall not be binding or consummated until
17 its approval by the Riverside County Board of Supervisors and fully executed by the Parties.
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1 IN WITNESS WHEREOF, COUNTY and CITY have caused this Fifth Amendment to be
2 duly executed.

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4 COUNTY OF RIVERSIDE, a political
5 Subdivision of the State of California

6 By: 
7 Kevin Jeffries, Chair
8 Board of Supervisors



CITY OF MURRIETA, a California
municipal corporation

By: 
Lisa DeForest, Mayor

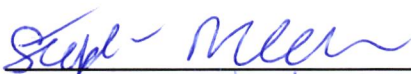
9 ATTEST:
10 Kimberly Rector
11 Clerk of the Board

12 By: 
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ATTEST:
Cristal McDonald
City Clerk, City of Murrieta

By: 


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17 APPROVED AS TO FORM:
18 Minh C. Tran
19 County Counsel

20
21 By: 
22 ~~Ryan Yabko~~ Stephanie Nelson
23 Deputy County Counsel

APPROVED AS TO FORM:
Tiffany Israel
City Attorney

By: 

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EXHIBIT A-5

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 or Contractor staff

2. County will provide 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:

- biblioboard
- Brainfuse : JobNow & HelpNow
- Cloudlibrary ebooks & audiobooks
- CloudLibrary NewsStand
- Cloudlibrary Platform fee
- Gale General OneFile
- Gale in Context Environmental Studies
- Gale Interactive Science
- Gale OneFile News
- Gale Presents Petersen's test and career prep
- Gale's Demographics Now
- Kanopy
- medici tv
- OverDrive Annual access
- OverDrive, Inc eaudiobooks
- OverDrive, Inc ebooks
- Pronunciator
- The Shelf.tv access fee
- TumbleBooks

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

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 scheduled 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