

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

864



**FROM:** Economic Development Agency

**SUBMITTAL DATE:**

August 16, 2011

**SUBJECT:** Second Amendment to the Contract with Library Systems and Services, LLC for Provision of County Library Services

**RECOMMENDED MOTION:** That the Board of Supervisors approve and authorize the Chairman of the Board to sign the attached Second Amendment with Library Systems and Services, LLC, for the provision of County Library Services through June 30, 2012.

**BACKGROUND:** Since July 1, 1997, Riverside County Library System has been operated under an agreement with Library Systems and Services, LLC (LSSI). The Second Amendment for this fiscal year reduces the current contract amount by \$210,025. This savings is realized through discounted telecommunications rates. EDA and LSSI continue to work closely to maintain costs while maintaining library hours and services.

*Robert Field*

Robert Field  
Assistant County Executive Officer/EDA

|                       |                               |               |                         |         |
|-----------------------|-------------------------------|---------------|-------------------------|---------|
| <b>FINANCIAL DATA</b> | Current F.Y. Total Cost:      | \$ 12,322,884 | In Current Year Budget: | Yes     |
|                       | Current F.Y. Net County Cost: | \$ 0          | Budget Adjustment:      | No      |
|                       | Annual Net County Cost:       | \$ 0          | For Fiscal Year:        | 2011/12 |

**COMPANION ITEM ON BOARD OF DIRECTORS AGENDA:** No

|                                                                                                                                                               |                                         |                          |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|--------------------------|
| <b>SOURCE OF FUNDS:</b> 94% of County Library Fund (Fund No. 21200)<br>\$11,620,884 and 6% Western DIF County Library Book Fund (Fund No. 30542)<br>\$702,000 | <b>Positions To Be Deleted Per A-30</b> | <input type="checkbox"/> |
|                                                                                                                                                               | <b>Requires 4/5 Vote</b>                | <input type="checkbox"/> |

**C.E.O. RECOMMENDATION:**

APPROVE

County Executive Office Signature

BY: *Jennifer Sargent*  
Jennifer Sargent

FISCAL PROCEDURES APPROVED  
PAUL ANGULO, CPA, AUDITOR-CONTROLLER  
BY: *Samuel Wong* DATE: *8/27/11*  
FOR: APPROVED/COUNTY COUNSEL  
BY: *Neal R. Kipnis* DATE: *8/27/11*  
Department: *Economic Development Agency*

Dep't Recomm.: ☐ Consent ☒ Policy  
Per Exec. Ofc.: ☐ Consent ☒ Policy

Prev. Agn. Ref.: 3.40 of 6/28/11

District: ALL

Agenda Number:

3.45

2 **SECOND AMENDMENT TO CONTRACT FOR RIVERSIDE COUNTY**

3 **LIBRARY SYSTEM ADMINISTRATION**

4 **(Fiscal Year 2011-2012)**

5 **WHEREAS**, effective June 28, 2011, the County of Riverside (hereinafter  
6 referred to as "COUNTY") and Library Systems & Services, LLC ("CONTRACTOR")  
7 entered into the Contract for Riverside County Library System Administration  
8 ("Agreement"), for the administration of library services through June 30, 2012.  
9 COUNTY and CONTRACTOR now agree to further amend the Agreement to include  
10 the direct payment of eRate invoices by the COUNTY effective beginning July 1, 2011  
11 for Fiscal Year 2011-2012.  
12

13 **NOW AND THEREFORE**, COUNTY AND CONTRACTOR agree as follows:

14 Section 4.0 of the Contract for Riverside County Library Services (RCLS)

15 Administration is amended as follows:

16 4.1 In consideration of the services described herein, and in the Attachments  
17 hereto, COUNTY shall pay CONTRACTOR the sum of \$12,322,884 which  
18 includes the administration and operation of and supplies for the Riverside  
19 County Library System during the Fiscal Year 2011-2012, and is to be allocated  
20 as follows:  
21

- 22 a. \$2,955,530 for the operation of the West Zone;  
23 b. \$3,715,366 for the operation of the Mid-South Zone; and  
24 c. \$3,311,353 for the operation of the Desert Zone.  
25 d. -\$141,000 for Utilities

1 e. -\$210,025 for direct payment of invoices to Verizon California,  
2 Verizon Business Global, and AT&T

3 In addition, COUNTY shall pay for expenses related to the library  
4 automation and delivery of materials in the sum of \$1,075,075 for the  
5 operation of the Riverside County Library automated system and additional  
6 amounts for the administration of the following automated services contracts  
7 as follows:

8 f. \$66,550 for the City of Moreno Valley automated services contract;

9 g. \$106,480 for the City of Murrieta automated services contract;

10 h. \$72,055 for the College of the Desert automated services contract;

11 i. \$291,500 for operation of the Courier System;

12 j. \$173,000 for operation of the La Quinta Museum.

13  
14 In addition, \$702,000 total will be allocated from the Western County  
15 Development Impact Fees Program fund. \$250,000 of said sum shall be  
16 used exclusively for the purchase of new materials for the new Mead Valley  
17 library. \$42,000 of said sum shall be used exclusively for the purchase of  
18 the Freegal music database. In accordance with the applicable directions  
19 and standards as set forth in Attachment "C" \$205,000 total of said sum  
20 shall be used in the West Zone and \$205,000 total of said sum shall be used  
21 in the Mid-South Zone for the purchase of books and other library materials  
22 for placement in Riverside County Library System branches.  
23 CONTRACTOR shall be allowed to implement a processing charge of \$5.00  
24 per item. These expenditures are in addition to the agreement for Zone  
25 Operation and automation. Any and all purchases of books, other library

1 materials, and reimbursement of the processing charge, shall be subject to  
2 the approval of the County Librarian, and/or designee of the Riverside  
3 County Economic Development Agency.

4 In addition, \$205,000 total will be allocated from the County Library fund  
5 and shall be used exclusively in the Desert Zone for the purchase of books  
6 and other library materials for placement in Riverside County Library System  
7 branches.

8  
9 4.2 If on or before July 1, 2012, this Second Amended Contract is renewed  
10 by the Board of Supervisors of the County of Riverside for an additional one  
11 (1) year period, the compensation for the additional period shall be  
12 determined at the sole discretion of the COUNTY.

13 4.9 In no event shall the total compensation payable to CONTRACTOR for  
14 library system operations under this Agreement for fiscal year 2011-2012  
15 exceed the total sum of \$12,322,884 and any additional revenue and/or funds  
16 received by CONTRACTOR pursuant to section 35.0 herein.

17 4.11 In the event that the County of Riverside is granted discounted  
18 telecommunications rates in excess of the rates utilized in the current year's  
19 budget for the Riverside County Library System under a state or federal  
20 program such as e-rate, then, within thirty (30) days after such additional  
21 discount becomes effective, CONTRACTOR shall make a proposal to the  
22 County of Riverside for allocation of any savings realized. Compensation for  
23 e-rate services rendered shall be paid to the vendor providing service by the  
24 Treasurer of the County of Riverside upon approval of the Assistant County  
25

Executive Officer/EDA, or designee, upon review of a properly presented invoice or bill for services performed.

Section 42.0 of the Contract is amended as follows:

CONTRACTOR certifies that the individual signing below has authority to execute this First Amendment to the Agreement for Riverside County Library System Administration on behalf of the CONTRACTOR, and may legally bind CONTRACTOR to the terms and conditions of this Second Amended Agreement and any attachments hereto.

All other terms and conditions of the Agreement, as amended, shall remain unchanged and shall remain in full force and effect.

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1       **IN WITNESS WHEREOF**, the parties have caused this First Amendment to the  
2 Agreement for Riverside County Library System Administration to be executed this  
3 16th day of August, 2011.

4       **COUNTY OF RIVERSIDE**

5       **CONTRACTOR**  
6       **Library Systems and Services, L.L.C.**

7       By: \_\_\_\_\_  
8       Bob Buster, Chairman  
9       Board of Supervisors

10       By: \_\_\_\_\_  
11       Brad King, CEO  
12       LSSI

13       **ATTEST:**

14       Kecia Harper-Ihem  
15       Clerk of the Board

16       By: \_\_\_\_\_  
17       Deputy

18       **APPROVED AS TO FORM AND CONTENT:**

19       PAMELA J. WALLS  
20       County Counsel

21       By: \_\_\_\_\_  
22       Deputy

**Attachment H**

**Contract Expenses Summary**

|                                                   |                     |
|---------------------------------------------------|---------------------|
| West Zone                                         | \$2,955,530         |
| Mid-South Zone                                    | \$3,715,366         |
| Desert Zone                                       | \$3,311,353         |
| RCLS Automated System                             | \$1,075,075         |
| City of Moreno Valley automated services contract | \$66,550            |
| City of Murrieta automated services contract      | \$106,480           |
| College of the Desert automated services contract | \$72,055            |
| Courier System                                    | \$291,500           |
| La Quinta Museum contract                         | \$173,000           |
| Utilities                                         | -\$141,000          |
| Telecommunications                                | -\$210,025          |
| <b>Contract Sub-total</b>                         | <b>\$11,415,884</b> |

**Developer Impact Fees (DIF) Program Fund**

|                                                          |                  |
|----------------------------------------------------------|------------------|
| Mead Valley Library Materials                            | \$250,000        |
| West Zone Materials                                      | \$205,000        |
| Mid-South Zone Materials                                 | \$205,000        |
| Freegal Music Database                                   | \$42,000         |
| <b>DIF Sub-total</b>                                     | <b>\$702,000</b> |
| \$5 processing charge per item in addition to allocation |                  |

**County Library Fund**

|                               |                  |
|-------------------------------|------------------|
| Desert Zone Materials         | \$205,000        |
| <b>Library Fund Sub-total</b> | <b>\$205,000</b> |

|                               |                     |
|-------------------------------|---------------------|
| <b>Contract Sub-total</b>     | <b>\$11,415,884</b> |
| <b>DIF Sub-total</b>          | <b>\$702,000</b>    |
| <b>Library Fund Sub-total</b> | <b>\$205,000</b>    |
| <b>Total</b>                  | <b>\$12,322,884</b> |

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