

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



FROM: EXECUTIVE OFFICE

SUBMITTAL DATE: June 17, 1997

SUBJECT: **Agreement with Library Systems and Services, LLC,
for Provision of County Library Services**

RECOMMENDED MOTION: That the Board of Supervisors approve, and authorize the Chairman to sign, the attached Agreement with Library Systems and Services, LLC, for Provision of County Library Services.

BACKGROUND: On June 3, 1997 the Board authorized the County Executive Office to enter contract negotiations with Library Systems and Services, LLC (referred to as LSSI) to provide County Library services. Since the Board's designation of LSSI as the preferred provider of Library Services (based on proposals received in response to the County's Request for Proposal process), a staff negotiating team has engaged in a series of meetings with LSSI principals to prepare the attached contract for the Board's consideration. Signatures from LSSI officers on the attached agreement affirm the company's agreement to the terms specified in this document. This agreement has been approved as to form by the Office of County Counsel.

(continued)

Attachment

THOMAS M. DeSANTIS
Deputy County Executive Officer

FINANCIAL DATA:

| | | | |
|--------------------------|---|--------------------------------|--------------------|
| CURRENT YEAR COST | \$ | ANNUAL COST | \$ 5,349,159 |
| NET COUNTY COST | \$ 5,349,159 | IN CURRENT YEAR BUDGET: | YES (for FY 97-98) |
| | | BUDGET ADJUSTMENT: | NO |
| SOURCE OF FUNDS: | Library District Property Tax Revenues and Direct Library Revenue | | |

C.E.O. RECOMMENDATION: APPROVE

County Executive Officer Signature

Prev. Agn. ref.

Dist.

AGENDA NO.

Department Recommendation: ☐ Consent ☐ Policy
Per Executive Office: ☐ Consent ☐ Policy

Key provisions of this proposed agreement include:

- LSSI would operate ***all five components*** of the County Library System (each of the three geographic service zones, the courier service, and the Automated System). Ownership of the system, and all of its assets, would remain with the County of Riverside;
- Contract would be effective July 1, 1997. The Board would have ***discretion to renew*** the contract for a second year, which would commence July 1, 1998. Beyond that point, the County would retain the option to consider renewing the agreement for at least three additional one-year periods. Renewal would remain at the discretion of the Board of Supervisors;
- Effective July 1, ***service hours*** in all County branches would be at their currently provided levels. Within 60 days (on or before September 1, 1997) service hours would increase to levels specified (per branch) in the attached contract. The system-wide increase in hours averages 25%; additional key information is summarized below:

West Zone: Current hours provided total 180 per week. By September 1, hours would increase to 218 hours per week. Service hours at the Moreno Valley branch (designated as the Principal Reference Center for this Zone) will increase from their current weekly level of 32 to a new level of 48 hours per week. (See Contract Attachment A for weekly hours by branch.)

Mid-South

Zone: Current hours provided total 184 per week. By September 1, hours would increase to 222 hours per week. Service hours at the Temecula/Murrieta branch (designated as the Principal Reference Center for this Zone) will increase from their current weekly level of 32 to a new level of 48 hours per week. (See Contract Attachment B for weekly hours by branch.)

Desert

Zone: Current hours provided total 192 per week. By September 1, hours would increase to 256 hours per week. Service hours at the Palm Desert branch (designated as the Principal Reference Center for this Zone) will increase from their current weekly level of 32 to a new level of 48 hours per week. (See Contract Attachment C for weekly hours by branch.)

- A minimum of \$60,000 will be spent in each of the three Service Zones to purchase ***new materials*** for use by patrons. Materials acquisitions would be subject to review/approval by the County Librarian;

- LSSI has agreed to consider all **current Library employees** for positions (at their current base salary levels) with LSSI;
- In the event that additional funds become available after July 1 (or in the event that funds do not become available in the amount anticipated on July 1) contract terms would be re-negotiated accordingly. The **County's funding obligation** would remain contingent upon the amount of dedicated tax proceeds for the Library System;
- To the extent that the County can provide **additional fiscal resources** to support capital needs of the Library System (e.g. Community Development Block Grant funds), LSSI would reallocate a commensurate amount of funds (which had been budgeted for capital needs) to enhance library services;
- **Payment** for services would be on or before the last day of the month for which services have been rendered (previous contracts with the City of Riverside historically obligated the County to provide each monthly payment in advance of services rendered);
- In the event of **city withdrawals** from the County Library System during the term of this contract, the amount/scope of the agreement with LSSI would be reduced in the same proportion. The revised scope would be incorporated into a contract amendment subject to approval by the Board of Supervisors and LSSI;
- LSSI would obtain a **performance bond** (equal to the total value of this contract) before beginning to provide services. The Follett Corporation has also agreed to provide the County with a letter guaranteeing LSSI's performance under this contract;
- LSSI has indicated an interest in leasing **office space** in the County-owned Library Administrative Center. Details of this lease are being finalized for subsequent presentation to the Board of Supervisors;
- LSSI would not speak publicly on behalf of the County or County Library without **express consent** of the County Librarian or County Executive Office. Similarly, LSSI would not, for its own marketing purposes, use specific information regarding services provided to Riverside County (to include photos) without prior review/approval of the County Executive Office;
- LSSI would be barred from using the Library's **patron list**, or circulation records, for any commercial use by LSSI or any other entity for any reason;

- LSSI's selection of its Project Manager would require participation by the County Librarian and County Executive office. Appointment of this **key staff** position would require approval by the County Executive Office. Similar E.O. consent would be required for LSSI's Zone Manager positions;
- LSSI would conduct, and fund, a **Service Needs Assessment** of the entire County Library System managed by a nationally renowned expert. The County Librarian and/or Executive Office will be allowed direct input into defining the scope and approach to be used for this Needs Assessment. Mutual agreement (between the County and LSSI) would be required before the study would begin;
- LSSI would provide monthly, quarterly and annual **reports** (specific elements are listed in Attachment G to the contract) to the County;
- LSSI would be required to provide appropriate levels of **insurance** and indemnification to the County associated with the services to be provided under contract;
- The contract could be **terminated** by either party, with a minimum of six months' written notice;
- The contract includes provisions to guard against a **conflict of interest** associated with LSSI's designation as operator of the County Library System. Annually, LSSI would be required to conduct a competitive bidding process for general material acquisitions - with a minimum of four vendors - with full disclosure of this process to the County Librarian. All sole source general material acquisitions would also require approval of the County Librarian;
- LSSI would establish, fund, and operate a **non-profit Foundation** for the benefit of the County Library System. The Foundation's Governing Board would include appointments from the County, in addition to those made by LSSI. Decisions on allocations of funds raised by the Foundation would require approvals from the Foundation's Board of Trustees, and would receive input from the Zone Advisory Boards. Significant expenditures (generally more than \$5,000) would be subject to review by the Executive Office or Board of Supervisors, as appropriate. Private gifts or donations accepted by the Foundation or County for use at a specific library branch would be used in accordance with the terms of the gift.
- All County library branches would receive daily **Courier Service** (via LSSI's sub-contract to Top Priority Couriers) each day the branch is open (excluding Sundays). With the exception of Saturdays, when delivery would be once daily, the three Principal Resource Libraries (Moreno Valley, Temecula/Murrieta and Palm Desert) would receive service twice each day the branches are open (excluding Sundays);

for Provision of County Library Services

- LSSI would operate all facets of the Library's ***Automated System***. LSSI would establish a local call dial-up line to ensure that all patrons within the County Library's service area can access the system without toll charges. Non-toll call service is currently provided only through access numbers in Riverside and Palm Desert;
- LSSI would continue to provide ***Automated System support*** to the College of the Desert and the City of Riverside. Extensions of these contracts would be subject to review/approval by the County;
- As evidence of its commitment to Riverside County library patrons, ***LSSI has agreed to invest*** up to \$200,000 of its own funds toward enhancing the County Library System during the first year of the contract. Expenditures of these funds would require advance approval by the County. Ongoing annual investments by LSSI would also be considered in future annual contract periods.

The attached proposed agreement culminates a series of lengthy and complex negotiations required to ensure that the service needs of Riverside County library patrons would be appropriately met via this contract. Staff from the Purchasing Department, County Counsel and Library professionals provided invaluable assistance to the Executive Office in developing the agreement presented for the Board's consideration.

This contract would make Riverside County the first jurisdiction in the United States to fully privatize operation of a Public Library System. If this contract is approved, continued leadership by the Board of Supervisors, involvement by the Zone Advisory Boards (which include the cities served by the County Library System), support from the County Free Library Advisory Committee (as well as various Friends of the Library groups across the County), careful monitoring by the County Librarian, and management oversight by the County Executive Office would remain vital to ensure the long-term success of Riverside County's pioneering approach to provision of library services.

Attachment

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



FROM: COUNTY EXECUTIVE OFFICE

SUBMITTAL DATE: January 13, 1998

SUBJECT: Authorization for the Riverside County Library System to Accept Gifts or Requests Per Education Code Section 19174 and Government Code Section 25355

RECOMMENDED MOTION: That the Board:

- 1) Authorize the County Librarian to Accept Gifts or Requests made to the Riverside County Library System per Education Code Section 19174 and Government Code Section 25355; and
- 2) Direct the Auditor-Controller to Establish a Library Trust Fund- Gifts for Receipt of Gifts or Requests to the Riverside County Library System. All interest from the Trust Fund is to be maintained in the Trust Fund.

BACKGROUND: Per Education Code Section 19174, the Board may accept any gift or bequest on behalf of the Riverside County Library System. Per Government Code Section 25355, the Board may delegate the authority to accept any gift or bequest made to the County to a County officer or employee.

By allowing the County Librarian to accept gifts or bequests the Riverside County Library System will be able to accept such items which are given to benefit the county operated libraries. Anticipated donations include monetary donations, books, audiovisual materials, and equipment. The County Librarian would follow all provisions of Government Code 25355 relating to accounting of the donations, and ensure that use is consistent with the terms of accepted gifts.

The County Librarian would make appropriate acknowledgment of the donations, indicating the intended use of the donation. The response would range from a letter of appreciation to a formal acceptance of the gift in public session by the Board of Supervisors. Board Members will be kept apprised of all significant gifts to the Riverside County Library System.

Gary M. Christmas
Gary M. Christmas
County Librarian

FINANCIAL DATA: N/A

CURRENT YEAR COST \$

ANNUAL COST \$

NET COUNTY COST \$

IN CURRENT YEAR BUDGET: YES/ NO/

SOURCE OF FUNDS:

BUDGET ADJUSTMENT: YES/ NO/ FOR FY:

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

County Executive Officer Signature

Thomas W. De Santis

Prev. Agn. ref.

Dist.

AGENDA NO.

FOR APPROVED
COUNTY COUNSEL

JAN 05 1998

BY *[Signature]*

☐ Policy
☒ Policy

☐ Consent
☐ Consent

Department Recommendation:
Per Executive Office:

REQUEST TO ESTABLISH OR CHANGE FUND (Continued)

Purpose (Include legal basis for the establishment of the fund. Attach copy with applicable section highlighted):

Source of deposits (by percent):

| | |
|-------------------------|--|
| _____ % Property taxes | _____ % Revenue from use of assets |
| _____ % Other taxes | _____ % State |
| _____ % Licenses | _____ % Federal |
| _____ % Fines | _____ % Charges for current services |
| _____ % County Fair use | 100 % Other (Explain): <u>Donations, Gifts, Bequests</u> |

To what entity are deposits owed (by percent):

| | |
|--|--------------------------------|
| _____ % Due to other funds (DFOB) | _____ % Accounts payable (A/P) |
| _____ % Due to other governments (DFOG) | _____ % Deposits payable |
| 100 % Other (Explain): <u>Exclusive use to benefit Riverside County Library System</u> | |

Will payment vouchers be processed through this fund? Yes ☒ No ☐ If yes, provide justification:

If a trust fund, will payment vouchers other than for refunds or deposits be processed? Yes _____ No _____

Will payroll be paid, via the County payroll system, through this fund? Yes ☒ No ☐ If yes, a Form 11 must be submitted to the Board of Supervisors to amend Salary Ordinance 440.

Will this fund receive property tax apportionments? Yes _____ No ☒

Organization responsible for the accounting and control over fund assets: Executive Office/County Librarian

Will there be a need for an advance, temporary loan or any other borrowing? Yes _____ No ☒
If yes, how much? _____. It is understood by the responsible organization listed above that deficits in cash are to be avoided, and that the organization will resolve any deficits through borrowing or other means and will communicate any potential cash deficit information to the Auditor-Controller and the Treasurer-Tax Collector.

Estimated closure date of fund Ongoing

Mary M. Christner
Department Head / Special District Director

1/13/98
Date

☒ Approved ☐ Denied 1/13/98 Date

Thomas W. Beath
County Executive Office

Approved _____ Denied _____ Date _____

Chief, General Accounting Division, Office of the Auditor-Controller

Distribution:
Original - Auditor - Controller (General Accounting)
Copies - Requesting Department (Prepared)
Treasurer-Tax Collector (General Apportionment)
Auditor-Controller (Property Tax)
Auditor-Controller (Payroll Accounting)
Auditor-Controller (Form 11 File)
Personnel (Employee Benefits and Records)
Personnel (Risk Management)
SPM (Report Distribution)

Date Distributed: _____

**COUNTY OF RIVERSIDE
REQUEST TO
ESTABLISH OR CHANGE
FUND**

| FUND * | DEPT ** | ORG ** | FUND NAME |
|--------|---------|--------|----------------------------|
| 193 | 12 | 614 | Library Trust Fund - Gifts |
| | | | |
| | | | |
| | | | |

* Number will be assigned by the Auditor-Controller's Office.

** List all Departments and Organizations that should have access to process transactions against this fund.

TO BE COMPLETED BY THE AUDITOR-CONTROLLER'S OFFICE

Fund Number: _____ Fund Category: _____

Fund Pool: _____ % Fund Type: _____ eg: (R) Special Revenue (C) Capital Project
(D) Debt Service (E) Enterprise
(I) ISF (A) Budgetary trust
(T) Non-Budgetary Trust

_____ % Fund Class: _____

_____ %

Interest Earnings to be Posted to Fund: _____

FUND table entered by: _____ date entered: _____
FDEP table entered by: _____ date entered: _____
PFND table entered by: _____ date entered: _____

Riverside County Library System _____
Department Name

1020
Mail Stop #

Gary M. Christmas _____
Prepared By Name

Phone _____

Date _____

Request to: _____ Establish _____ Update _____ Change from:

Change to:

Date Needed February 1, 1998

for Fiscal Year 1997-1998

Interest - County departments:
If interest earnings should not go to the County General Fund, attach justification (eg. gov't code, county policy, Form 11). Indicate what fund should get the interest _____.

Interest - Special Districts:
Interest to be posted to fund _____.

Please indicate type of fund being requested: Trust (eg. Trust, ISF, Enterprise or Special Revenue).

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



FROM: COUNTY EXECUTIVE OFFICE SUBMITTAL DATE: January 13, 1998

SUBJECT: Major Urban Resource Library (MURL) Grant Award

RECOMMENDED MOTION: That the Board:

1. Accept the MURL Grant Award and authorize the County Librarian to execute any required documentation for this grant; and
2. Approve the budget adjustments listed herein.

BACKGROUND: MURL grants enable large metropolitan areas to receive federal funding to build specialized library collections. The funding is based on a per capita allocation that goes to libraries that serve metropolitan areas with populations greater than 100,000 people. The Moreno Valley Library is the only Riverside County Library System branch that is eligible to apply for MURL funding and has received this grant award in previous years. The specialized collections this grant funding will focus on are social issues, multicultural communications, medicine and employment. All funds will be expended by September 30, 1998. Library Systems and Services (LSSI) staff and the County Librarian will develop appropriate selection and acquisition policies to handle the above acquisition of materials.

Increase Estimated Revenue: 193-12-614-9973 (State Aid) \$20,892

Increase Appropriations: 193-12-614-3-72201(LSSI Contract) \$20,892

Gary M. Christmas
Gary M. Christmas
County Librarian

FINANCIAL DATA:

CURRENT YEAR COST \$ 20,892

ANNUAL COST \$ 20,892

NET COUNTY COST \$ 0

IN CURRENT YEAR BUDGET: YES/ NO/x

BUDGET ADJUSTMENT: YES/x NO/ FOR FY: 97-98

SOURCE OF FUNDS: LSTA I-7.M25, FY 1997/98, WP 96, Grant Award #40-4447

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

REQUIRES

4/5th's VOTE

County Executive Officer Signature

Thomas W. DeLoach

Department Recommendation:
Per Executive Office:
☐ Policy
☒ Policy
☐ Consent
☐ Consent

Prev. Agn. ref.

Dist.

AGENDA NO.

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



955

FROM: COUNTY EXECUTIVE OFFICE SUBMITTAL DATE: June 30, 1998

SUBJECT: Renewal of Contract with Library Systems and Services,
LLC for Provision of County Library Services (fiscal Year 1998-99)

RECOMMENDED MOTION: That the Board approve, and authorize the Chairman to sign, the attached Third Amendment to the Agreement with Library Systems and Services, LLC, for provision of County Library Services in fiscal Year 1998-99.

BACKGROUND: Since July 1, 1997, the Riverside County Library System has been operated under a contract with Library Systems and Services, LLC. The Third Amendment extends the contract for library operations until June 30, 1999.

(Continued)

Gary M. Christmas
Gary M. Christmas
County Librarian

FINANCIAL DATA:

CURRENT YEAR COST \$ 0

ANNUAL COST \$ 4,977,476.00

NET COUNTY COST \$ 0

IN CURRENT YEAR BUDGET: YES (for FY 98-99)

BUDGET ADJUSTMENT: NO

SOURCE OF FUNDS: Library District Property Tax Revenues, State Funds, Direct Library Revenue

C.E.O. RECOMMENDATION:

APPROVE

County Executive Officer Signature

Thomas W. Smith

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Mullen, seconded by Supervisor Wilson and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Venable, Wilson and Mullen

Noes: None

Absent: None

Date: June 30, 1998

xc: Executive Office, Co.Counsel, Auditor

Prev. Agn. ref.

Dist.

Gerald A. Maloney
Clerk of the Board of Supervisors
BY: *M. Azam*
Deputy

AGENDA NO.

3 9

Department Recommendation: ☐ Policy ☐ Policy
Per Executive Office: ☐ Consent ☐ Consent

1 THIRD AMENDMENT
2 TO THE CONTRACT FOR COUNTY FREE LIBRARY
3 SYSTEM ADMINISTRATION

4 (Renewal of Agreement for Renewal Period of Fiscal Year 1998-99)
5

6 WHEREAS, the County of Riverside, hereafter referred to as County of Riverside, has
7 entered into a contract with Library Systems & Services, LLC, commonly known as LSSI, and
8 hereafter referred to as CONTRACTOR, effective July 1, 1997 (the "Agreement"), as amended,
9 for the administration of library services for Fiscal Year 1997-98, and both parties now agree to
10 further amend the Agreement, to be effective upon the date of execution by all parties:
11

12 NOW THEREFORE, the parties agree as follows:

13 A. Section 3.4 is added to the Agreement to read as follows:

14 "3.4 The renewal of the initial term of this Agreement, as provided in Section 3.2 is
15 hereby authorized, and the Agreement is renewed for an additional period of one (1) year,
16 effective July 1, 1998, and continuing in effect through June 30, 1999, (the "renewal period of
17 Fiscal Year 1998-1999") unless terminated as provided in Section 3.0, or Section 17.0 of the
18 Agreement. Any and all previous amendments to the Agreement, including Attachments, shall
19 remain in full force and effect during the renewal period of Fiscal Year 1998-1999 of the
20 Agreement."
21

22 B. Section 4.1 is amended to read as follows for the renewal period of Fiscal Year 1998-1999:

23 "In consideration for the rendition of the services described in the Agreement, as
24 amended, and in the Attachments hereto, as amended, the County of Riverside shall pay
25 CONTRACTOR the sum of \$ 4,977,476.00 during the renewal period of Fiscal Year 1998-1999,
26 to be allocated as follows, including the administration and operation of the Riverside County
27 Library System:

28 \$ 1,297,032.00 for the operation of the West Zone;

6/30/98 . 3.9

1 such documentation shall be required as a condition precedent to performance under this
2 Agreement. Failure to maintain the "Guaranty of Performance" throughout the renewal period
3 of Fiscal Year 1998-1999 shall be cause for immediate termination of this Agreement by County
4 of Riverside."

5
6 E. The following new paragraph is added to the end of Section 8.2 of the Agreement:

7 "Regarding contracts for which CONTRACTOR serves as paying agent in accordance
8 with this Section 8.2, the following procedure shall apply:

9 (1) County of Riverside shall not make any new contracts wherein
10 CONTRACTOR serves as paying agent unless CONTRACTOR has given its
11 consent to the payment terms of such new contract, it being understood that
12 CONTRACTOR shall not unreasonably withhold its consent, and that
13 CONTRACTOR shall give its consent, or its good faith reason for withholding
14 consent, to any payment terms within five (5) business days.

15 (2) CONTRACTOR may invoice for janitorial, landscape, and any other contracts
16 with similar level payment terms where CONTRACTOR is the paying agent at
17 the first of the month, notwithstanding the fact that CONTRACTOR may not
18 have received the actual billing or invoice for such services.

19 (3) CONTRACTOR may issue a second invoice to County or Riverside each
20 month if any other invoices are received subsequent to the initial invoice.

21 (4) County of Riverside shall pay the invoice presented at the first of the month
22 without regard to whether other parties have paid County of Riverside under such
23 contracts.

24 (5) If CONTRACTOR is dissatisfied with the services rendered under any of the
25 contracts where CONTRACTOR is the paying agent, CONTRACTOR may
26 withhold payment under such contract, upon obtaining prior consent of the
27 County of Riverside."
28

1 I. Attachments A-H are amended as attached hereto, for the renewal period of Fiscal Year
2 1998-1999 of the Agreement.

3
4 J. The following new section 37.0 is added to the Agreement:

5 "37.0 MISCELLANEOUS

6 37.1 County of Riverside hereby leases to CONTRACTOR without charge, for
7 so long as this Agreement, as may be amended, remains in effect, the County owned
8 furniture and equipment formerly located at the Library Administration Center, more
9 particularly described in Exhibit H. Upon termination or expiration of this Agreement
10 for any reason, CONTRACTOR shall return such furniture and equipment to County of
11 Riverside in as good condition as when received, ordinary wear and tear excepted. In the
12 event that CONTRACTOR decides not to transport said furniture and equipment to the
13 County of Riverside, CONTRACTOR shall pay for the cost of disassembling the
14 furniture and equipment, and for transfer to the County of Riverside.

15 37.2 County of Riverside shall indemnify, and hold harmless CONTRACTOR,
16 its officers, employees, and agents from any liability for personal injury (including
17 wrongful death) or property damage, arising out of County of Riverside's failure to
18 perform needed facility maintenance, where the County of Riverside has received actual
19 notice of the condition from CONTRACTOR, it being understood CONTRACTOR shall
20 provide written notice of the condition to County of Riverside within five (5) working
21 days of the giving of actual notice to County of Riverside.

22 37.3 Whenever, in connection with the County of Riverside telecommunication
23 services system ("CORNET"), County of Riverside requires CONTRACTOR to procure
24 goods or services from County-mandated sources, and the cost of such goods or services
25 increases after the execution of this Third Amendment, then County of Riverside agrees
26 to pay CONTRACTOR the difference between the cost of such goods or services agreed
27 upon at the execution of the Third Amendment, and the costs at which CONTRACTOR
28 is required to obtain such goods and services only from CORNET. Prior to payment

1 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be
2 executed this 30 day of June, 1998.

3
4 COUNTY OF RIVERSIDE

CONTRACTOR
Library Systems and Services, LLC

5
6
7 By [Signature]
8 John Favaglione
9 Chairperson, Board of
Supervisors

By [Signature]
Christopher D. Trant
President

10
11
12 ATTEST: G. A. Maloney
13 Gerald A. Maloney
14 Clerk of the Board

By [Signature]
Frank Pezzanite
Secretary

15 By [Signature]
16 Deputy

17
18 Approved as to Form and Content:

19 WILLIAM C. KATZENSTEIN
20 County Counsel

21
22 By: [Signature]
Deputy County Counsel

23 I protest that the Library System is not
24
25
26
27
28

6/30/98 39

ATTACHMENT B

DESCRIPTION OF SERVICES AND PERFORMANCE STANDARDS LIBRARY OPERATION- MID-SOUTH ZONE

LIBRARY SERVICE HOURS AND STAFFING

The CONTRACTOR will provide at least 224 hours of library service per week in the Mid-South Zone as specified below utilizing 29.7 full-time equivalent (FTE) staff.

| Branch Library | Weekly Hours of Operation |
|-----------------------|----------------------------------|
| Temecula | 48 |
| Lake Elsinore | 30 |
| Sun City | 32 |
| Canyon Lake | 20 |
| San Jacinto | 20 |
| Valle Vista | 20 |
| Idyllwild | 24 |
| Calimesa | 16* |
| Anza | 16 |
| Total | 226 |

*Calimesa is fully staffed 16 hours weekly, 23 additional hours at minimum staffing level.

LIBRARY SERVICES

Each branch will offer basic reference service. The Temecula Library will serve as the Principal Reference Center in the Mid-South Zone offering second level reference. Third level reference services to be provided per agreement with the Inland Library System. Ancillary programs (e.g., children's programs, homework help, senior programs, etc.) will be offered throughout branches. Community groups will be encouraged to participate in the establishment of such programs.

BOOKS AND MATERIALS

At least \$80,000 shall be used for the purchase of books and other library materials for placement in library branches located in the Mid-South Zone. Selection of materials shall be subject to the approval of the County Librarian.

ATTACHMENT D

DESCRIPTION OF SERVICES AND PERFORMANCE STANDARDS COURIER SERVICE

LIBRARY MATERIALS

The CONTRACTOR will collect items from County library branches, sort and identify the destination of those items, and deliver the items to the appropriate branch. Items will be sorted en route as possible to expedite delivery. All County library branches will receive daily delivery and pick up every day the branch is open, with the exception of the three Principal Resource Libraries (Temecula, Palm Desert, and Glen Avon) which will receive pick up and delivery twice daily each day the branch is open. Saturday service to Principal Resource Libraries will be once daily. Courier services will not be provided on Sundays.

INTER-BRANCH CORRESPONDENCE

The CONTRACTOR will provide delivery of inter-branch correspondence and equipment as needed.

OTHER MATERIALS

The CONTRACTOR will provide delivery of library equipment to/from branches.

COLLEGE OF THE DESERT AGREEMENT FOR LIBRARY SERVICES

The County has an agreement to provide automated library services to the College of the Desert through June 30, 1999. The CONTRACTOR will provide the service for the duration of the Agreement and will submit a separate invoice to the County for services rendered under this Agreement.

CITY OF RIVERSIDE AGREEMENT FOR LIBRARY SERVICES

The County has an agreement to provide automated library services to the City of Riverside through June 30, 1999. The CONTRACTOR will provide the service for the duration of the Agreement and will submit a separate invoice to the County for services rendered under this agreement.

CITY OF MORENO VALLEY AGREEMENT FOR LIBRARY SERVICES

The County has an agreement to provide automated library services to the City of Moreno Valley through June 30, 1999. The CONTRACTOR will provide the service for the duration of the Agreement and will submit a separate invoice to the County for services rendered under this agreement.

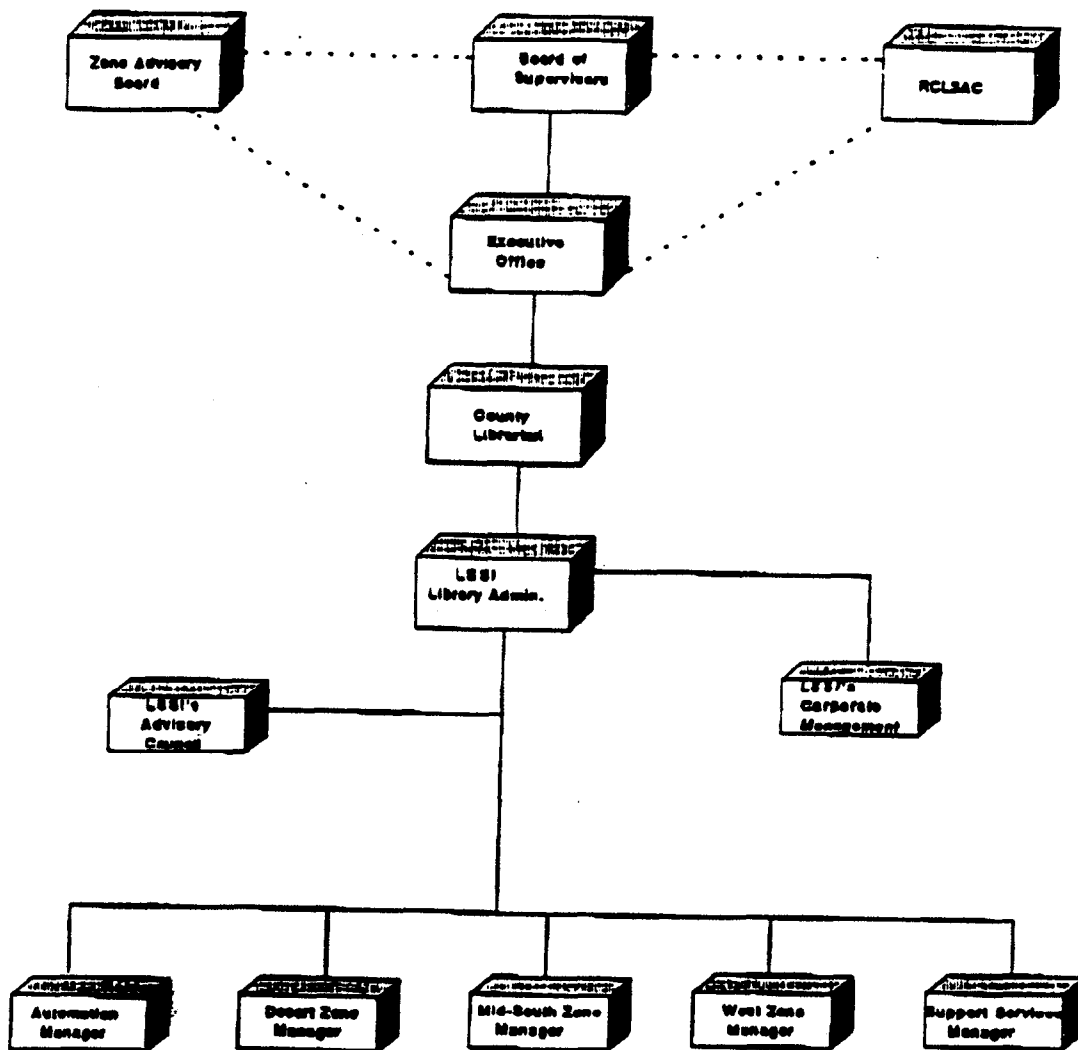
INLAND LIBRARY SYSTEM AGREEMENT FOR LIBRARY SERVICES

The County has an agreement to provide automated library services to Inland Library System through June 30, 1999. The CONTRACTOR will provide the service for the duration of the Agreement and will submit a separate invoice to the County for services rendered under this agreement.

Riverside County Library System

Organization Chart

As of May 1988



Number of School-age & Teen Programs
 Attendance
Visits from School Classes
 Attendance
Number of Schools Visited
Literacy Learners Instructed
Literacy Tutors Trained
Literacy Volunteer Hours and Number of Volunteers
Volunteer Hours and Number of Volunteers
Shut-ins Served
Blind & Physically Disabled Residents Served
Materials Delivered to Shut-ins
Materials loaned to Blind and Disabled Residents
Books Bound
Government Documents Received
Staffing levels
Meetings with Friends
Complaints
 Number and Nature
 Action taken
Incentive Awards given to staff (including employee of the month for each Zone)
Acclamation received
User Suggestions (submitted thru Suggestion Box)

ATTACHMENT H

EQUIPMENT LIST

| | |
|----|---|
| 4 | Desks |
| 5 | 6ft. Folding Tables to be distributed to the branches |
| 2 | 6x3 Oval Tables |
| 3 | 3x3 Round Tables |
| 3 | 6ft. Sofas |
| 2 | 2½ x 2½ End Tables |
| 2 | 3½ x 1½ Coffee Tables |
| 3 | 4 Drawer File Cabinets |
| 1 | 2 Drawer File Cabinets |
| 5 | (6x5 Book Shelf Units |
| 2 | Tall Waste Baskets |
| 10 | Small Waste Baskets |
| 8 | Plastic Mats |
| 2 | Foot Stools |
| 1 | Typewriter |
| 1 | Typewriter Table |
| 2 | 3x2 Small Work Tables |
| 1 | Fax |
| 6 | Clocks |
| 1 | Coat Tree |
| 2 | Fans |
| 2 | Book Trucks |
| 1 | Dolly |
| 1 | 5x3 Loading Cart |
| 1 | Pitney Bowes Machine |
| 2 | Copy Machines |

CHAIRS

| | |
|----|------------------------|
| 21 | Stationary Blue |
| 9 | Stationary Red |
| 8 | Swivel/High Back/Blue |
| 5 | Swivel/High Back/Blue |
| 5 | Swivel/Short Back/Red |
| 6 | Swivel/Short Back/Blue |

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



FROM: COUNTY EXECUTIVE OFFICE SUBMITTAL DATE: June 29, 1999

SUBJECT: Renewal of Contract with Library Systems and Services, LLC for Provision of County Library Services (Fiscal Year 1999-2000)

RECOMMENDED MOTION: That the Board:

- 1) Accept the attached "Analysis of LSSI's Riverside County Library System (RCLS) Operation for FY 1997-98 and FY 1998-99" prepared by Ruth M. Metz, Library Consultant.
- 2) Approve, and authorize the Chairman to sign, the attached Fourth Amendment to the Agreement with Library Systems and Services, LLC, for provision of County Library Services in Fiscal Year 1999-2000.

BACKGROUND: To prepare for the renewal of the contract with LSSI, an independent Library Consultant was commissioned to evaluate performance during the first two years of the contract with LSSI. Her report is included as Attachment 1.

(Continued)

Attachments

Gary M. Christmas

Gary M. Christmas
County Librarian

FINANCIAL DATA:

CURRENT YEAR COST \$ 0

ANNUAL COST \$ 5,712,345.00

NET COUNTY COST \$ 0

IN CURRENT YEAR BUDGET: YES (for FY 1999-2000)

BUDGET ADJUSTMENT: NO

SOURCE OF FUNDS: Library District Property Tax Revenues, State Funds, Direct Library Revenue.

C.E.O. RECOMMENDATION:

APPROVE

Thomas M. De Santis

County Executive Officer Signature

☐ Policy
☒ Policy

☐ Consent
☐ Consent

Department Recommendation:
Per Executive Office:

Prev. Agn. ref.

Dist.

AGENDA NO.

73.34

Form 11: Renewal of Contract with Library Systems and Services, LLC

It should be noted that Attachment 1, "Analysis of LSSI's Riverside County Library System Operation for FY 1997-98 and FY 1998-99," (Exhibit B, page 1) the chart showing 271 hours of service for the Desert Zone for FY 1998-99 does not reflect the 12 hours of service provided by the Coachella Valley Bookmobile. The actual hours of service provided in the Desert Zone for FY 1998-99, including the Coachella Valley Bookmobile, is 283 hours.

Key provisions of the proposed amendment, which will renew the contract with LSSI for Fiscal Year 1999-2000, include:

Service - The number of hours open will increase by 11.7% county wide. The five largest libraries (Perris, Glen Avon, Temecula, Cathedral City and Palm Desert) will be open for an additional 4 hours weekly. The Coachella Valley Bookmobile and the Western County Bookmobile will each be in operation 16 hours per week. Additional County-funded hours open will be added to Robidoux and Norco to replace grant-funded hours.

Materials - The funds allocated for library materials are increased to \$120,000 per Zone, for a total of \$360,000, a 50% increase over FY 1998-99. An additional \$60,000, is to be spent on one-time library material enhancements for new or remodeled facilities. The ongoing amount allocated for library materials represents a 100% increase over the first year of the contract.

Staffing - This contract proposes increased funding for LSSI staffing. The additional amount allocated is \$68,192 which constitutes 1.19% of the total contract cost.

Bookmobile Service - Both the grant-funded Coachella Valley Bookmobile, which will be operated in conjunction with Sunline Transit Agency, and the renovated Western County Bookmobile are scheduled to be in operation by August 1, 1999.

New or Remodeled Facilities - This contract anticipates new or remodeled facilities opening at Anza, Calimesa, and Canyon Lake. Additional new or remodeled facilities are being planned for San Jacinto, Wildomar, and Valle Vista.

Automated Service - Upgraded CORNET connections have increased access at libraries throughout the County, including new CORNET libraries at Sun City and La Quinta.

Automated Service Contracts - The County will continue to provide automated library service to the City of Riverside, City of Moreno Valley, City of Murrieta, and College of the Desert.

Form 11: Renewal of Contract with Library Systems and Services, LLC

Key provisions of the proposed amendment, which will renew the contract with LSSI for Fiscal Year 1999-2000, include:

Service - The number of hours open will increase by 11.7% county wide. The five largest libraries (Perris, Glen Avon, Temecula, Cathedral City and Palm Desert) will be open for an additional 4 hours weekly. The Coachella Valley Bookmobile and the Western County Bookmobile will each be in operation 16 hours per week. Additional County-funded hours open will be added to Robidoux and Norco to replace grant-funded hours.

Materials - The funds allocated for library materials are increased to \$120,000 per Zone, for a total of \$360,000, a 50% increase over FY 1998-99. An additional \$60,000, is to be spent on one-time library material enhancements for new or remodeled facilities. The ongoing amount allocated for library materials represents a 100% increase over the first year of the contract.

Staffing - This contract proposes increased funding for LSSI staffing. The additional amount allocated is \$68,192 which constitutes 1.19% of the total contract cost.

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Automated Service - Upgraded CORNET connections have increased access at libraries throughout the County, including new CORNET libraries at Sun City and La Quinta.

Automated Service Contracts - The County will continue to provide automated library service to the City of Riverside, City of Moreno Valley, City of Murrieta, and College of the Desert.

**FORM 11 Review - Department of Information
Technology**

**SUBJECT: Library Systems and Services Contract
Renewal**



Review Date: June 23, 1999

- ☐ *Conforms/meets County technology standards*
- ☐ *Outside County technology standards*
- ☒ *Outside County technology standards - compatible with standards*
- ☐ *Standards do not exist for this County Technology*

Comments:

The Riverside County Library System has been provided through LSSI under contract with the County since 1997, the CORNET data communications network connecting the host server to the remote contract sites is provided by the County of Riverside, Information Technology Department. The Library System is based upon DEC Alpha Technology utilizing a proprietary operating system and utilities, and the proprietary application software is provided through a third party. The host server and application software do not conform to the County Technology Standards approved by the Departmental Technology Steering Committee, but are fully maintained and supported by LSSI under contract.

CIO RECOMMENDATION:

We concur with this contract renewal.

Chief Information Officer Signature

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



918

FROM: COUNTY EXECUTIVE OFFICE SUBMITTAL DATE: June 27, 2000

SUBJECT: Renewal of Contract with Library Systems and Services, LLC for Provision of County Library Services (Fiscal Years 2000-2001 and 2001-2002)

RECOMMENDED MOTION: That the Board approve, and authorize the Chairman to sign, the attached Fifth Amendment to the Agreement with Library Systems and Services, LLC, for provision of County Library Services in Fiscal Years 2000-2001 and 2001-2002.

BACKGROUND: Since July 1, 1997, the Riverside County Library System has been operated under a contract with Library Systems and Services, LLC. The Fifth Amendment extends the contract for library operation until June 30, 2002. The terms of this amendment were presented to and discussed with the Library Zone Advisory Boards.

(Continued)

Gary M. Christmas
Gary M. Christmas
County Librarian

FINANCIAL DATA:

CURRENT YEAR COST \$ 0

ANNUAL COST \$ 6,357,987.00

NET COUNTY COST \$ 0

IN CURRENT YEAR BUDGET: YES (for FY 2000-2001)

BUDGET ADJUSTMENT: NO

SOURCE OF FUNDS: Library District Property Tax Revenues, State Funds, Library Revenue

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

Thomas M. De Santa
County Executive Officer Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Buster, seconded by Supervisor Mullen and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Venable, Wilson and Mullen
Noes: None
Absent: Tavaglione
Date: June 27, 2000
xc: E.O., Co.Co., Auditor, Co.Librarian, IT

Gerald A. Maloney
Clerk of the Board
By: *Gerald A. Maloney*
Deputy

Prev. Agn. ref.

Dist.

AGENDA NO.

3.7

Form 11: Renewal of Contract with Library Systems and Services, LLC

Key provisions of the proposed Fifth Amendment include:

Two- year renewal - The amendment proposes a two- year renewal, with options to re-open negotiations for FY 2001-2002 regarding changes in the scope of services, changes in hours of service, and materials.

Service - The number of hours at many libraries will increase in the year ahead, following the increases achieved at the largest libraries this year. Since this contract started in FY 1997-1998, library hours open weekly have gone from 507 hours to 956 hours system wide for FY 2001-2002. This is an increase of 86% over the level in FY 1996-1997, the last year of the contract with the former library service provider. Proposed increases in service hours are summarized in Attachments A, B, and C.

Weekly Library Hours

| | FY 96-97* | FY 97-98 | FY 98-99 | FY 99-00 | FY 00-01 |
|----------------|-----------|----------|----------|----------|----------|
| Desert Zone | 170 | 192 | 280 | 292 | 312 |
| Mid-South Zone | 161 | 184 | 226 | 280 | 428 |
| West Zone | 176 | 180 | 178** | 192 | 216 |
| Total | 507 | 556 | 684 | 764 | 956 |

* County Library System operated under contract with the City of Riverside.

** Moreno Valley established an independent city library effective July 1, 1998.

Materials - The funds allocated for library materials will increase to \$150,000 per Zone, for a system wide total of \$450,000. The ongoing amount allocated for library materials represents a 150% increase over the first year of the contract. Selection of materials remains subject to the approval of the County Librarian.

Staffing - Staffing levels are increased to accommodate the additional hours of service. Also, the amendment proposes a one-time 3% cost of living increase based on staffing costs.

Handling Fee - The amendment proposes a 4% handling fee for library materials purchased for a new facility and a 2% handling fee on budgeted material purchases which total \$600,000 to \$1,200,000. Acquisitions funded directly by cities would not count toward this threshold.

Staff selection - The selection process for Project Manager, Zone Manager, or Library Manager will include the participation and approval of the County Librarian.

Form 11: Renewal of Contract with Library Systems and Services, LLC

Riverside County Network - The Library's Riverside County Network will continue to provide automated library service to the City of Riverside, Moreno Valley, Murrieta, and the College of the Desert.

Network Upgrade - The Riverside County Network will be upgraded to at least T-1 speed at all library locations.

E-books - LSSI staff will work with the County Librarian to develop options for accessing e-books via the County Library.

New or Remodeled Facilities - This amendment anticipates the opening of the new Mission Trail Library in Wildomar and remodeled or expanded facilities in Robidoux, Valle Vista, San Jacinto, and Calimesa.

FIFTH AMENDMENT
TO THE CONTRACT FOR RIVERSIDE COUNTY LIBRARY
SYSTEM ADMINISTRATION

(Renewal of Agreement for Renewal Periods Fiscal Year 2000-2001, and 2001-2002)

WHEREAS, the County of Riverside, hereafter referred to as County of Riverside, has entered into a contract with Library Systems & Services, LLC, commonly known as LSSI, and hereafter referred to as CONTRACTOR, effective July 1, 1997 (the "Agreement"), as amended, for the administration of library services for Fiscal Year 1997-1998, which has been extended by amendment to cover through Fiscal Year 1999-2000, and both parties now agree to further amend the Agreement, to be effective upon the date of execution by all parties:

NOW THEREFORE, the parties agree as follows:

A. Section 3.6 is added to the Agreement to read as follows:

"3.6 The renewal of the Agreement for two (2) additional one (1) year periods, as provided in Section 3.2 is authorized. No additional options to renew shall be available under this Agreement.

The first one (1) year renewal period shall be effective July 1, 2000, and continue in effect through June 30, 2001 (the "renewal period of Fiscal Year 2000-2001"), unless terminated as provided in Section 3.0 or Section 17.0 of the Agreement.

The second one (1) year renewal period shall be effective July 1, 2001, and continue in effect through June 30, 2002 (the renewal period of Fiscal Year 2001-2002"), unless terminated as provided in Section 3.0 or Section 17.0 of the Agreement.

Any and all previous amendments to the Agreement, including Attachments, shall remain in full force and effect during the renewal period of Fiscal Year 2000-2001, and Fiscal Year 2001-2002 of the Agreement."

B. Section 4.1 is amended to read as follows for the renewal period of Fiscal Year 2000-2001 and the renewal period of Fiscal Year 2001-2002:

1 "4.1.1 In consideration for the rendition of the services in the Agreement, as amended, and in the
2 Attachments hereto, as amended, the County of Riverside shall pay CONTRACTOR the sum of
3 \$ 6,357,987.00 during the renewal period of Fiscal Year 2000-2001, to be allocated as follows, including
4 the administration and operation of the Riverside County Library System:

5 \$ 1,637,321.00 for the operation of the West Zone;

6 \$ 1,689,365.00 for the operation of the Mid-South Zone;

7 \$ 2,138,301.00 for the operation of the Desert Zone;

8 \$ 83,000.00 for the operation of the courier system; and

9 \$ 610,000.00 for the operation of the Riverside County Library System automated system; and the
10 administration of the following automated services contracts:

11 \$ 65,505.00 -- anticipated College of the Desert automated services contract;

12 \$ 123,900.00 -- anticipated City of Riverside automated services contract;

13 \$ 44,250.00 -- anticipated City of Moreno Valley automated services contract;

14 \$ 14,750.00 -- anticipated City of Murrieta automated services contract; and

15 \$ 3,540.00 -- anticipated Inland Library System automated services contract.

16 \$ 200,000.00 -- which represents a one-time allocation from County of Riverside to be spent solely
17 on computer equipment, and peripherals, installation of the computer equipment and peripherals, and
18 related staff costs of upgrading the Riverside County Library System's wide area computer network.

19 Of said sum, at least \$ 450,000.00 total, or \$ 150,000.00 in each zone, shall be used for the purchase
20 of books and other library materials for placement in Riverside County Library System branches, in
21 accordance with the directions and standards as set forth in Attachments "A" through "C", as applicable.

22 The sum includes a cost of living allowance increase in the amount of three percent (3%), payable
23 only on the personnel costs of CONTRACTOR.

24
25
26 4.1.2 In consideration for the rendition of the services in the Agreement, as amended, and in the
27 Attachments hereto, as amended, the County of Riverside shall pay CONTRACTOR the sum of
28 \$ 6,157,987.00 during the renewal period of Fiscal Year 2001-2002, to be allocated as follows, including
the administration and operation of the Riverside County Library System:

1 \$ 1,637,321.00 for the operation of the West Zone;
2 \$ 1,689,365.00 for the operation of the Mid-South Zone;
3 \$ 2,138,301.00 for the operation of the Desert Zone;
4 \$ 83,000.00 for the operation of the courier system; and
5 \$ 610,000.00 for the operation of the Riverside County Library System automated system; and the
6 administration of the following automated services contracts:

7 \$ 65,505.00 -- anticipated College of the Desert automated services contract;
8 \$ 123,900.00 -- anticipated City of Riverside automated services contract;
9 \$ 44,250.00 -- anticipated City of Moreno Valley automated services contract;
10 \$ 14,750.00 -- anticipated City of Murrieta automated services contract; and
11 \$ 3,540.00 -- anticipated Inland Library System automated services contract.

12 Of said sum, at least \$ 450,000.00 total, or \$ 150,000.00 in each zone, shall be used for the purchase of
13 books and other library materials for placement in Riverside County Library System branches, in
14 accordance with the directions and standards as set forth in Attachments "A" through "C", as applicable.

15 4.1.3 In addition to the sums as set forth in 4.1.1 and 4.1.2 herein, CONTRACTOR shall be paid a
16 four percent (4%) "handling fee" representing the administrative expenses of CONTRACTOR incurred in
17 the purchase of new material(s) only, which are to be obtained for placement in and for any "new" facility,
18 library, or branch of the Riverside County Library System. The determination of whether a facility, library,
19 or branch is a "new" facility, library, or branch, such that the provisions of this sub-section are applicable,
20 shall be at the sole discretion of the County Executive Officer of Riverside County, or designee. No
21 "handling fee" paid pursuant to this section for any purchases made pursuant to section 4.1.4 herein. All
22 proposed purchases for "new" facilities must be approved in advance by the County Librarian, or the
23 "handling fee" may not be paid at the sole discretion of the County of Riverside.

24 4.1.4 In addition to the sums as set forth in 4.1.1, 4.1.2 and 4.1.3 herein, CONTRACTOR shall be
25 paid a "handling fee" representing the administrative expenses of CONTRACTOR incurred for the
26 purchases of materials for the Riverside County Library System for facilities other than the "new" facilities
27 as defined in section 4.1.3 herein. No "handling fee" shall be paid pursuant to this section for any
28 purchases made pursuant to section 4.1.3 herein. All proposed purchases under this section must be

1 approved in advance by the County Librarian, or the "handling fee" may not be paid at the sole discretion
2 of the County of Riverside. The "handling fee" shall be as follows:

3 a. A two percent (2%) handling fee to be paid on material purchases which total
4 \$600,000 to \$1,200,000 in the aggregate for each single year covered under this contract. Purchases funded
5 outside this contract (e.g. by individual cities) will not be counted toward the threshold specified in this
6 section.

7 4.1.5 County of Riverside reserves the right to re-open negotiations on this Agreement on or
8 before July 1, 2001, at its sole discretion, regarding changes in the scope of services, changes in the hours
9 of service at any library facility, and/or the materials at any library facility."

10
11 C. Section 5.0 is amended to add the following paragraph at the end of the current section, as amended,
12 to read as follows:

13 "For the renewal period of Fiscal Year 2000-2001, and the renewal period of Fiscal Year 2001-
14 2002, CONTRACTOR shall not be required to maintain a performance bond. However, CONTRACTOR
15 shall be required to obtain a duly executed, and properly authorized letter of "Guaranty of Performance" to
16 be effective for the entire period from July 1, 2000 through and including June 30, 2002 from Follett
17 Corporation. CONTRACTOR shall furnish the "Guaranty of Performance" for the entire period from July
18 1, 2000 through and including June 30, 2002, to the County Executive Officer, or designee, and such
19 documentation shall be required as a condition precedent to performance under this Agreement. Failure to
20 maintain the "Guaranty of Performance" throughout the renewal period of Fiscal Year 2000-2001, and the
21 renewal period of Fiscal Year 2001-2002 shall be cause for immediate termination of this Agreement by
22 County of Riverside."

23
24
25 D. Section 12.1 is deleted in its entirety, and amended to read as follows:

26 "12.1 The selection process of any Project Manager, Library Manager, and/or Zone Manager
27 under this Agreement shall require direct participation by the County Librarian and/or the County
28 Executive Officer, or designee, and the appointment of any of these positions shall require prior approval
by the County Executive Officer, or designee."

1
2 E. Section 12.3 is deleted in its entirety.

3
4
5 F. Section 38.0 ELECTRONIC BOOKS (E-BOOKS) is added to read as follows:

6 "38.0 ELECTRONIC BOOKS (E-BOOKS) CONTRACTOR agrees that it will review the
7 available options for accessing e-books through computer systems, and shall work with the County
8 Librarian, and any other County department as necessary and/or required by the County of Riverside to
9 develop e-book accessibility for the Riverside County Library System. No program, or any portion thereof
10 for providing e-book accessibility for the Riverside County Library System, or any facility of the Riverside
11 County Library System shall be implemented by CONTRACTOR without the prior authorization of the
12 County Librarian."
13

14 G. Original Section 36.0 CERTIFICATION OF AUTHORITY TO EXECUTE THIS AGREEMENT
15 was renumbered to become Section 37.0 in the First Amendment to the Agreement due to the addition of
16 Section 36.0 AUTHORIZATION TO ACCEPT GIFT, BEQUESTS, DONATIONS AND/OR GRANTS.
17 Section 37.0 CERTIFICATION OF AUTHORITY TO EXECUTE THIS AGREEMENT is now
18 renumbered to become Section 39.0, and existing Section 36.0 through 39.0 are re-numbered where
19 appropriate so that they are in the following order:

20 Section 36.0 AUTHORIZATION TO ACCEPT GIFT, BEQUESTS, DONATIONS
21 AND/OR GRANTS

22 Section 37.0 MISCELLANEOUS

23 Section 38.0 ELECTRONIC BOOKS (E-BOOKS)

24 Section 39.0 CERTIFICATION OF AUTHORITY TO EXECUTE THIS AGREEMENT
25

26
27 H. Attachments "A" through "G" are amended as attached hereto.
28

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this

27 day of June, 2000.

COUNTY OF RIVERSIDE

Facsimile Signature
Entered by Clerk per
Sec. 25103 Gov Code

By: [Signature]

[Signature] able

VICE CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

Gerald A. Maloney
Clerk of the Board

By: [Signature]

Deputy

Approved as to Form and Content:

WILLIAM C. KATZENSTEIN
County Counsel

By: [Signature]

Lucy Furuta, Deputy County Counsel

H:\lfuruta\library\lssi contract - fifth amendment

CONTRACTOR

Library Systems and Services, LLC

By: [Signature]

Frank Pezzanite, President

By: [Signature]

Frank Silvestro, Secretary

JUN 27 2000

ATTACHMENT A

DESCRIPTION OF SERVICES AND PERFORMANCE STANDARDS LIBRARY OPERATION - WEST ZONE

LIBRARY SERVICE HOURS AND STAFFING

The CONTRACTOR will provide at least 192 hours of library service per week in the West Zone as specified below utilizing 29.2 full-time equivalent (FTE) staff.

| Library | Weekly Hours of Operation |
|--------------|---------------------------|
| Glen Avon | 52 |
| Perris | 44 |
| Norco | 40* |
| Robidoux | 40* |
| Highgrove | 20* |
| Nuview | 20* |
| Total | 216 |

* Increased hours to be effective no later than September 1, 2000.

LIBRARY SERVICES

Each branch will offer basic reference service. The Glen Avon Regional Library will serve as the Principal Reference Center in the West Zone offering second level reference. Third level reference services to be provided per agreement with the Inland Library System. Ancillary programs (e.g., children's programs, homework help, senior programs, etc.) will be offered throughout branches. Community groups will be encouraged to participate in the establishment of such programs.

BOOKS AND MATERIALS

At least \$150,000 shall be used for the purchase of books and other library materials for placement in library branches located in the West Zone. Selection of materials shall be subject to the approval of the County Librarian.

BOOKMOBILE

The Western County Bookmobile will be stationed at Lake Elsinore and Perris. The schedule will be approved by the County Librarian. CONTRACTOR shall perform scheduled maintenance on the bookmobile in accordance with the manufacturer's suggested schedule.

ATTACHMENT B

DESCRIPTION OF SERVICES AND PERFORMANCE STANDARDS
LIBRARY OPERATION- MID-SOUTH ZONE

LIBRARY SERVICE HOURS AND STAFFING

The CONTRACTOR will provide at least 428 hours of library service per week in the Mid-South Zone as specified below utilizing 40.5 full-time equivalent (FTE) staff.

| Library | Weekly Hours of Operation |
|--|--|
| Temecula | 52 |
| Calimesa | 40 |
| Sun City | 44* |
| Lake Elsinore | 40* |
| Idyllwild | 30* |
| Canyon Lake | 30* |
| Valle Vista | 30* |
| Mission Trail (scheduled to open during winter 2001) | 30 |
| San Jacinto | 62 (joint-use with San Jacinto Unified School District) |
| Anza | 54 (joint-use with Hemet Unified School District) |
| Western County Bookmobile | 16 |
| Total | 428 |

* Increased hours to be effective no later than September 1, 2000.

LIBRARY SERVICES

Each branch will offer basic reference service. The Temecula Library will serve as the Principal Reference Center in the Mid-South Zone offering second level reference. Third level reference services to be provided per agreement with the Inland Library System. Ancillary programs (e.g., children's programs, homework help, senior programs, etc.) will be offered throughout branches. Community groups will be encouraged to participate in the establishment of such programs.

BOOKS AND MATERIALS

At least \$150,000 shall be used for the purchase of books and other library materials for placement in library branches located in the Mid-South Zone. Selection of materials shall be subject to the approval of the County Librarian.

BOOKMOBILE

The Western County Bookmobile will be stationed at Lake Elsinore and Perris. The schedule will be approved by the County Librarian. CONTRACTOR shall perform preventive maintenance on the bookmobile in accordance with the manufacturer's suggested schedule.

ATTACHMENT C

DESCRIPTION OF SERVICES AND PERFORMANCE STANDARDS LIBRARY OPERATION - DESERT ZONE

LIBRARY SERVICE HOURS AND STAFFING

The CONTRACTOR will provide at least 292 hours of library service per week in the Desert Zone as specified below with 40.6 full-time equivalent (FTE) staff.

| Branch Library | Weekly Hours of Operation |
|-----------------------------|---------------------------|
| Palm Desert | 52 |
| Cathedral City | 44 |
| Indio | 40 |
| La Quinta | 40 |
| Coachella | 30* |
| Desert Hot Springs | 30* |
| Lake Tamarisk | 20* |
| Mecca | 20* |
| Coachella Valley Bookmobile | 16 |
| Thousand Palms | 20* |
| Total | 312 |

* Increased hours to be effective no later than September 1, 2000.

LIBRARY SERVICES

Each branch will offer basic reference service. The Palm Desert Library will serve as the Principal Reference Center in the Desert Zone offering second level reference. Third level reference services to be provided per agreement with the Inland Library System. Ancillary programs (e.g., children's programs, homework help, senior programs, etc.) will be offered throughout branches. Community groups will be encouraged to participate in the establishment of such programs.

BOOKS AND MATERIALS

At least \$150,000 shall be used for the purchase of books and other library materials for placement in library branches located in the Desert Zone. Selection of materials shall be subject to the approval of the County Librarian.

BOOKMOBILE

The Coachella Valley Bookmobile will be operated from the Indio Library and stationed at Sunline Transit. The schedule will be approved by the County Librarian.

ATTACHMENT D

DESCRIPTION OF SERVICES AND PERFORMANCE STANDARDS COURIER SERVICE

LIBRARY MATERIALS

The CONTRACTOR will collect items from County library branches, sort and identify the destination of those items, and deliver the items to the appropriate branch. Items will be sorted en route as possible to expedite delivery. All County library branches will receive daily delivery and pick up every day the branch is open, with the exception of the three Principal Resource Libraries (Temecula, Palm Desert, and Glen Avon) which will receive pick up and delivery twice daily each day the branch is open. Saturday service to Principal Resource Libraries will be once daily. Courier services will not be provided on Sundays.

INTER-BRANCH CORRESPONDENCE

The CONTRACTOR will provide delivery of inter-branch correspondence and equipment as needed.

OTHER MATERIALS

The CONTRACTOR will provide delivery of library equipment to/from branches.

ATTACHMENT E

DESCRIPTION OF SERVICES AND PERFORMANCE STANDARDS
AUTOMATED SYSTEM

RIVERSIDE COUNTY NETWORK (RCN)

The CONTRACTOR will operate the Riverside County Network Automated System for the purposes of:

- 1) Circulation Management - including circulation transactions, generation of fees for overdue books, and holds on borrowing privileges for unpaid fees.
- 2) Online Catalog - a data base that currently includes bibliographic records for all holdings in the RCN system.
- 3) Bookkeeping - to manage the ordering and purchasing of new library materials, and to record monetary and receipt information for related acquisitions bookkeeping tasks.
- 4) Material Reservations - reserve and order materials at any library in the RCN system.
- 5) Text base access to the Internet - access to the Internet for library patrons and staff, using a text-based browsing.
- 6) Online database of periodicals - access to articles from more than 600 online magazines and journals for all users of the RCN system.
- 7) Reporting - to generate routine reports, consistent with reporting requirements as specified in Attachment G of this agreement.

The RCN system will be located at the Library Administrative Center, 3021 Franklin Avenue, Riverside, CA. The CONTRACTOR will provide service through at least 246 terminals located in County branches and for terminals in RCN libraries.

LOCAL CALL DIAL-UP

CONTRACTOR will maintain a local call dial-up line to ensure that all patrons in Riverside County can access the system without toll charges.

AUTOMATED SYSTEM

CONTRACTOR will continue to review the RCN to determine modifications as needed.

COLLEGE OF THE DESERT AGREEMENT FOR LIBRARY SERVICES

The County has an agreement to provide automated library services to the College of the Desert through June 30, 2001. The CONTRACTOR will provide the service for the duration of the Agreement and will submit a separate invoice to the County for services rendered under this Agreement.

CITY OF RIVERSIDE AGREEMENT FOR LIBRARY SERVICES

The County has an agreement to provide automated library services to the City of Riverside through June 30, 2001. The CONTRACTOR will provide the service for the duration of the Agreement and will submit a separate invoice to the County for services rendered under this agreement.

CITY OF MORENO VALLEY AGREEMENT FOR LIBRARY SERVICES

The County has an agreement to provide automated library services to the City of Moreno Valley through June 30, 2001. The CONTRACTOR will provide the service for the duration of the Agreement and will submit a separate invoice to the County for services rendered under this agreement.

INLAND LIBRARY SYSTEM AGREEMENT FOR LIBRARY SERVICES

The County has an agreement to provide automated library services to Inland Library System through June 30, 2001. The CONTRACTOR will provide the service for the duration of the Agreement and will submit a separate invoice to the County for services rendered under this agreement.

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



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FROM: COUNTY EXECUTIVE OFFICE SUBMITTAL DATE: June 5, 2001

SUBJECT: Amendment to the Contract with Library Systems and Services (LSSI) for provision of County Library services for Fiscal Year 2001-2002

RECOMMENDED MOTION:

- 1) That the Board approve, and authorize the Chairman to sign, the attached Sixth Amendment to the Contract with Library Systems and Services, LLC (LSSI) for provision of County Library services for Fiscal Year 2001-2002, and
- 2) That the Board direct the County Librarian to return by September 30, 2001, with options for County Library services in future years.

BACKGROUND: On June 27, 2000, the County entered into a two-year contract (2000-2002 and 2001-2002) for County Library operations with LSSI. This amendment, the terms of which were discussed at the Riverside County Library System Zone Advisory Board meetings in May 2001, makes minor changes to the earlier approved agreement.

(Continued)

Gary M. Christmas
Gary M. Christmas
County Librarian

FINANCIAL DATA:

CURRENT YEAR COST \$ 0
NET COUNTY COST \$ 0

ANNUAL COST \$ 6,334,153.00
IN CURRENT YEAR BUDGET: YES (for FY 2001-2002)
BUDGET ADJUSTMENT: NO

SOURCE OF FUNDS: Library District Property Tax Revenues, Library Revenue, State Funds

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

Ty Ct
County Executive Officer Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Mullen, seconded by Supervisor Wilson and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Venable, Wilson and Mullen
Noes: None
Absent: None
Date: June 5, 2001
xc: E.O., Co.Co., Auditor, Co. Librarian

Gerald A. Maloney
Clerk of the Board
By: *[Signature]*
Deputy

Prev. Agn. ref.

Dist.

AGENDA NO.

3 9

Form 11: Amendment to the Contract with Library Systems and Services for provision of County Library services for Fiscal Year 2001-2002

Key changes to the existing agreement are:

Library Hours Open - Library hours open are increased at the libraries which were remodeled or constructed during Fiscal Year 2001-2002. Valle Vista, Highgrove and Mission Trail Libraries will each be open an additional 5 hours weekly.

Staffing - Staffing levels are increased to accommodate the increased hours of service. An Assistant Library Administrator will be added to oversee grants, special projects, assist with facilities projects and to help administer the day-to-day operation of the library system. This is the first administrative position added since 1997.

Delivery - The allocation for delivery service is increased to cover the costs of providing service to new facilities and the additional days of service at existing libraries. This is the first increase in delivery costs since 1997.

Teen Tech Center - The Perris Library Teen Tech Center will be permanently staffed. This award-winning program, established via a start-up Federal grant administered by the California State Library, provides a popular after-school resource center for Perris-area middle and high school students.

Literacy - The California Library Services Act funded adult-literacy program will have its state funding reduced by 25%. Funding is allocated to maintain literacy services at the existing level. Over 800 County residents participate in the Library Literacy program as either tutors or learners.

New Facilities - New or remodeled libraries are planned for Woodcrest, Paloma Valley/Menifee and Mecca. Appropriate contract amendments will be presented to the Board as these projects move forward.

Energy - Under existing agreements, LSSI is responsible for utility costs in most County Library facilities. LSSI, in conjunction with Facilities Management, will use its best efforts in designing and implementing electrical and other conservation measures in the County library facilities. The County, at its discretion, may reopen the Agreement to mitigate utility costs.

APPROVED BY BOARD

ATTACHMENT F

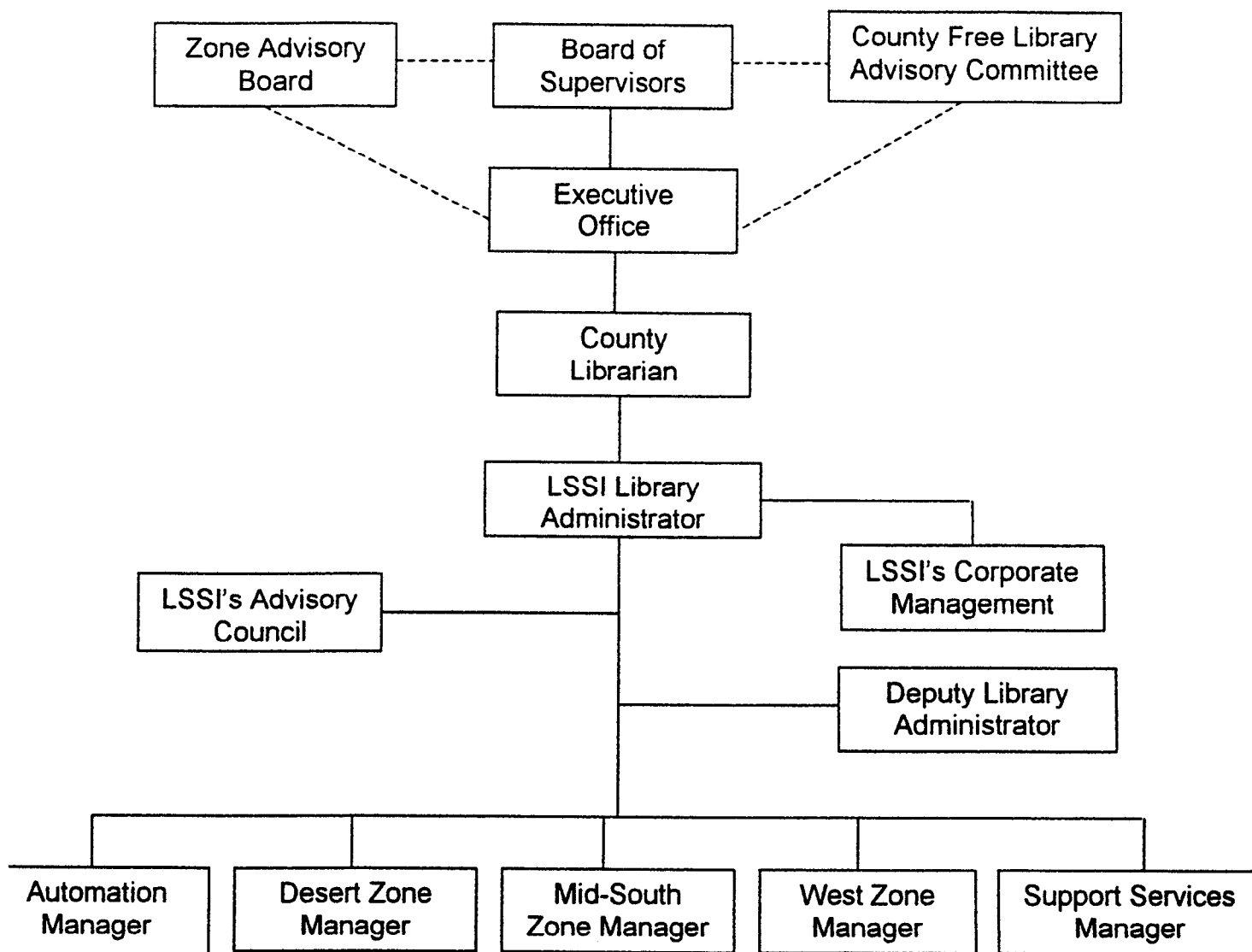
PROJECT ORGANIZATION CHART
GENERAL DIVISION OF RESPONSIBILITIES

General division of responsibilities between the CONTRACTOR and COUNTY are specified below.

| <u>Responsibility</u> | <u>CONTRACTOR</u> | <u>COUNTY</u> |
|--|-------------------|---------------|
| • Regulations (regarding library etiquette) | X | X |
| • Type of Library Service (e.g., reference, children's, etc.) | X | X |
| • Level of Staff | X | X |
| • Operation of Automated System | X | |
| • Policy for Meeting Room Use | X | X |
| • Fees | X | X |
| • Use of Gifts and Memorials (below \$1,000), consistent with terms of gift | X | |
| • Materials Selection | X | X |
| • Books Sales by Friends Groups | X | X |
| • Annual Filing for Public Library Fund | | X |
| • Manage landscaping/janitorial contracts for County Library facilities | | X |
| • Funding for County Library Services | | X |
| • Minimum amount of contract to be expended for books/materials | X | X |
| • Management of County Library Branch Leases | | X |
| • Minimum Operating Hours for Each Branch | X | X |
| • Use of Gifts and Memorials over \$1,000 | | X |
| • Staff Liaison to CFLAC | | X |
| • Staff Liaison to Zone Advisory Boards | | X |
| • Planned Closure of Library Facilities (other than observed holidays) | X | X |
| • Coordination of Significant Written Press Releases regarding County Library facilities and/or operational changes | X | X |

ATTACHMENT F

Riverside County Library System
Organization Chart
July 2001



Deputy Library Administrator position effective
no later than September 30, 2001