

FORM APPROVED BY JAMES L. BROWN
 COUNSEL
 8/2/15
 DATE

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

826



FROM: Economic Development Agency

SUBMITTAL DATE:
 August 6, 2015

SUBJECT: Memorandum of Understanding with the City of La Quinta for Management of the Library and Museum, District 4, [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and authorize the Chairman to sign the attached Memorandum of Understanding with the City of La Quinta for management of the La Quinta Branch Library and the La Quinta Museum.

BACKGROUND:
Summary

This Memorandum of Understanding (MOU) has been developed by the Economic Development Agency (EDA) and City staff to delineate the level of library and museum services the City of La Quinta (City) will receive from EDA. Effective July 1, 2015, the MOU will replace the previous three MOUs for library and museum management services with the City.

(Continued)


 Robert Field
 Assistant County Executive Officer/EDA
 By: Jeff Van Wagenen, Managing Director

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 0	\$ 0	\$ 0	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	


SOURCE OF FUNDS: City of La Quinta Library Fund
 Budget Adjustment: No
 For Fiscal Year: 2015/16

C.E.O. RECOMMENDATION: APPROVE
 BY: 
 Imelda Delos Santos
 County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Washington and Benoit
 Nays: None
 Absent: Ashley
 Date: August 18, 2015
 xc: EDA

Kecia Harper-Ihem
 Clerk of the Board
 By: 
 Deputy

Prev. Agn. Ref.: 3-16 of 06/22/10 | District: 4 | Agenda Number:

3-26

- Positions Added
- Change Order
- 4/5 Vote

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

Economic Development Agency

FORM 11: Memorandum of Understanding with the City of La Quinta for Management of the Library and Museum, District 4, [\$0]

DATE: August 6, 2015

PAGE: 2 of 2

BACKGROUND:

Summary (Continued)

Under the terms of this agreement, the City will continue to partner with the Riverside County Library System and contract with County for museum management services until June 30, 2020. Any and all expenses incurred as a result of the MOU will be part of the Riverside County Library budget.

Impact on Citizens and Businesses

This MOU provides library and museum services to the residents of the City of La Quinta and the surrounding community.

1 days per week including 4 evenings and Sunday; and be open a minimum of 52 hours per week.
2 In addition, at the request of the City, the COUNTY shall provide a bookmobile stop one day a
3 week in Northern La Quinta. The day, time and site will be approved and agreed by both the City
4 and the COUNTY. The amount of reimbursement for the bookmobile stop shall be \$12,000 per
5 year to be included in the contract amount.

6 **2.1 HOURS OF OPERATION – LA QUINTA MUSEUM**

7 Using contract staff provided by LSSI, the COUNTY will provide 40 hours per week of
8 management services to the City for the purpose of operating the La Quinta Museum.
9

10 **SECTION 3: LIBRARY COLLECTION**

11 The City has elected to purchase additional collections and materials for use at La Quinta
12 Library. Upon prior written approval and authorization by the City, City agrees to reimburse the
13 COUNTY for COUNTY's actual costs of purchasing additional new library materials for La
14 Quinta Library from the City's Library Fund, in a total amount not to exceed \$100,000 per year.
15 Library materials purchased with City Library monies shall be and remain the property of City.
16 In the event that the City withdraws from the RCLS, these library materials purchased with City
17 Library Funds shall remain the property of the City. The City shall participate in the acquisition
18 determinations of collection materials through LSSI. Collection materials purchased for the La
19 Quinta Branch Library shall be the property of the City and be housed at the La Quinta Branch
20 Library. Such collection materials shall not be permanently transferred or moved from the La
21 Quinta Library without the expressed written consent of the City.
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23

24 **SECTION 4: LIBRARY FUNDING AND SERVICE**

25 COUNTY, through LSSI, shall work cooperatively with the City to identify
26 funding/grant opportunities for various programs and services connected with the library facility.

27 COUNTY shall have a minimum of one Librarian holding a Masters in Library Sciences
28 serving full-time at the La Quinta Branch Library. COUNTY and City will work together on

1 appropriate: A) staffing levels, B) hours of operation, and C) levels of service; all commensurate
2 with the needs of the 20,000 square-foot Library. Final determination on A, B, and C shall be at
3 the sole discretion of the City based upon input of COUNTY and LSSI.

4 During each fiscal year, COUNTY shall expend one hundred percent (100%) of City
5 Library revenues on library services at the La Quinta Library until the end of that fiscal year,
6 when any remaining City Library revenues shall be allocated to the City Library Fund (defined
7 below) pursuant to this MOU.

8 Notwithstanding any provisions in the MOU to the contrary, City's obligation to provide
9 Library revenues from any funding source whatsoever shall be subject to City's annual budget
10 and appropriation process for each fiscal year, and, for each fiscal year during the Term, shall not
11 exceed the following amounts for the following services (the "City Library revenues"):
12

13 (1) For Library Management, City's obligation shall not to exceed the lesser of either
14 (a) \$900,000, of which no more than \$200,000 is to be used or attributed to COUNTY overhead
15 costs, or (b) the income and revenues available to the City for Library Management services at
16 the La Quinta Library in the fiscal year; and
17

18 (2) For Library Materials, City's obligation not to exceed the lesser of either (a)
19 \$100,000, or (b) the income and revenues available to the City for Library Materials at the La
20 Quinta Library in the fiscal year.

21 For purposes of this MOU, "Library Management" means staffing, use of utilities,
22 customer service and check out, reference and research services, collection and circulation
23 services, and year round library programs appropriate for all ages, "Library Materials" means
24 books, e-books, audio books, DVDs and all other types of publications (magazines, newspapers)
25 in whatever media that may be used in the La Quinta Library as determined by City and
26 consistent with the provisions in Section 3 of this MOU. In explanation of the foregoing Library
27 revenues, estimated expenditures including staffing, utilities, collections and materials for Fiscal
28

1 Year 2015/2106 are \$900,000, and estimated COUNTY operating expenditures for Fiscal Year
2 2015/2016 are \$200,000, and, in no event shall City incur any liability under this MOU
3 exceeding income and revenues provided for any fiscal year during the Term of this MOU.
4 COUNTY shall allocate applicable COUNTY operating expenses for the La Quinta Library.

5 At the end of each fiscal year during the Term of the MOU, once all City library revenues
6 are paid or deducted for COUNTY-incurred expenses pursuant to this MOU, one hundred
7 percent (100%) of the remaining balance of the Library revenues from that fiscal year shall be
8 transferred to the City Library Fund, maintained and administered by City (the "City Library
9 Fund"). COUNTY shall present said expenses to the City for review prior to transferring funds
10 to the City Library Fund. The first transfer to the City Library Fund shall be made by February
11 15 of each fiscal year. A second transfer will be made by August 15 of the fiscal year
12 immediately subsequent to the prior fiscal year. A final reconciliation and payment shall be
13 completed by September 30 of the fiscal year immediately subsequent to the prior fiscal year to
14 allow for any year-end fiscal closing procedures of either City or COUNTY related to the prior
15 fiscal year. Late transfers or payments by COUNTY to the City Library Fund shall result in the
16 City charging COUNTY interest, at the City pooled rate during the time of delinquency, based
17 on the amount of the payment and the number of days the payment is late. Once deposited, the
18 funds in the City Library Fund shall be the sole property, and shall be under the exclusive control
19 of the City. The City shall have the right, at its sole discretion, to withdraw and use the moneys
20 in the City Library Fund on any and all library-related expenditures including, but not limited to:
21 (1) reimbursement for any City-paid cost and expense for the La Quinta Branch Library,
22 including but not limited to perimeter landscape installation, maintenance or replacement,
23 lighting, custodial services, utilities, maintenance, replacement, and repair expenses relating to
24 the La Quinta Branch Library, including replacement funds; (2) artwork or other enhancement
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1 expenditure in or around the La Quinta Branch Library; and (3) any and all other library-related
2 expenses as deemed appropriate by the City.

3 In the event that State Library revenues decrease significantly, City and COUNTY
4 reserve the right to revisit and/or renegotiate this MOU.

5 **SECTION 5: MUSEUM SCOPE OF WORK**

6 **5.1** Using contract staff provided by LSSI, the COUNTY shall provide 40 hours per
7 week of management services to City for the purpose of operating the La Quinta Museum
8 located at 77-885 Avenida Montezuma ("La Quinta Museum"). COUNTY shall provide a
9 Museum Manager who shall have a BS in Museum Management or closely related field (such as
10 History, Humanities) (the "Museum Manager"), who shall have expertise in the following areas:
11

- 12 a) Local history
- 13 b) Cultural programming
- 14 c) Facilities management
- 15 d) Personnel management
- 16 e) Budgeting
- 17 f) Community Relations
- 18 g) Outreach and volunteers coordination
- 19 h) Customer Services
- 20 i) Working with numerous outside organizations

21 **5.2** During the period of management the Museum Manager shall perform the
22 following tasks:
23

- 24 a) Onsite management of the daily operations of the Museum 40 hours
25 per week
- 26 b) Hire and manage the Museum staff
- 27 c) Direct special projects, including the installation of special exhibits
- 28

- d) Stewardship of the assets of the Museum and museum collections
- e) Represent the Museum to the public, press, local government, local history groups, and other organizations and individuals
- f) Manage the work of museum volunteers
- g) Publicize and promote museum activities, programs and exhibits
- h) Advise the City on matters pertaining to the operation of the Museum
- i) Other tasks associated with the operation of the Museum as required by the City

5.3 The Museum Manager provided by LSSI shall report to the City's Deputy City Manager or an appointee of the City Manager. The Museum Manager shall meet and coordinate with the City's Deputy City Manager or an appointee of the City Manager on an as needed basis. While the day-to-day operations of the Museum shall be carried out by the Museum Manager, the overall management of the Museum shall be under the direction of the Deputy City Manager or an appointee of the City Manager.

SECTION 6: MUSEUM EXPENSES

6.1 The parties acknowledge and agree that monies from the City Library Fund shall be used for all Museum operating expenses, including the payment of the fee outlined in Section 7, below.

6.2 The Museum Manager shall work with the City's Deputy City Manager or City Manager appointee to prepare an annual operating budget and maintain expenses within the budget.

6.3 Any sales from the Museum store and admissions will be deposited into the La Quinta Museum revenue accounts maintained and administered by City (the "Museum revenue accounts") and shall be the sole property of the City. All expenses for inventory of the store

1 shall be included within the approved operating budget. All pricing for museum store items will
2 be approved by the City's Deputy City Manager or an appointee of the City Manager.

3 **SECTION 7: MUSEUM FEE SCHEDULE**

4 Notwithstanding any provisions in the MOU to the contrary, City's obligation to provide
5 museum management revenues from any funding source whatsoever shall be subject to City's
6 annual budget and appropriation process for each fiscal year and, for each fiscal year during the
7 Term, shall not exceed the lesser of either (a) \$195,000, or (b) the income and revenues available
8 to the City for Museum management services at the La Quinta Museum in the fiscal year ("City
9 Museum Management revenues"). In explanation of the foregoing, the total cost of Museum
10 Management will be approximately \$195,000 for FY 2015/2016 and \$195,000 for the remaining
11 fiscal years, and, in no event shall City incur any liability under this MOU exceeding income and
12 revenues provided for any fiscal year during the Term of this MOU.
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14 City Museum Management revenues shall be used by COUNTY for employment of the
15 Museum Manager and by City for costs of administration of the La Quinta Museum incurred by
16 City, including for time allocated to such administration by the Deputy City Manager or an
17 appointee of the City Manager. COUNTY shall deliver invoices or bills to City for Museum
18 Management services authorized under this MOU; provided, however, that City's obligation to
19 pay COUNTY for any bill or invoice is subject to the maximum amount of City Museum
20 Management revenues authorized for a fiscal year pursuant to this MOU. This cost assumes all
21 contract staff and operational expenses for the Museum.
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23 City shall be responsible for landscape maintenance, custodial services, replacement or
24 maintenance of lighting, utilities, and repair or replacement relating to the Museum.
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26 **SECTION 8: REPORTS/MEETINGS**

27 COUNTY shall provide City staff quarterly reports appropriate for City Council review.
28 The reports shall be comprehensive and include a status on important Library and Museum

1 matters such as MOU payment schedule, all related expenditures, collections, programs, service
2 levels, and other matters of interest. Quarterly reports shall be due on or about the following
3 dates: September 15, December 15, March 15, and June 15 of each fiscal year of this MOU. In
4 addition, the County Librarian or his/her designee shall attend quarterly meetings at a mutually
5 agreed upon time with City Hall to review submitted reports before City staff forwards such
6 reports to City Council.

7
8 **SECTION 9: CITY WITHDRAWAL FROM COUNTY LIBRARY SYSTEM;**
9 **STATUS OF LIBRARY COLLECTION, FURNISHINGS, FURNITURE, ETC.**

10 **9.1** All items purchased with City revenues (including City Library revenues and City
11 Museum Management revenues) shall be the sole property of the City. In addition, if the City
12 decides at a future date to withdraw from the RCLS, City shall be granted the ownership of the
13 then existing collection, equipment, furniture, or furnishings or for any collection materials,
14 equipment, furniture or furnishing purchased prior to or during the term of this MOU for use at
15 the La Quinta Branch Library.

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17 City and COUNTY have agreed that in recognition of the City of La Quinta's
18 contributions to the RCLS, over the past years, City will be given full credit for the value of the
19 library collection and equipment and will be granted ownership of the then existing collection
20 and equipment without additional payment.

21 **9.2** To ensure seamless access to the City's Library collection by RCLS patrons, if the
22 City withdraws from the RCLS at the expiration of this MOU, City will strongly consider
23 options to link its automated collection management system with COUNTY'S either (i) by
24 contracting with COUNTY for operation of the City's system, or (ii) by the City paying all costs
25 to establish a fully interactive link between the City's automated system and COUNTY'S
26 system.
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1 **9.3** If the City withdraws from the RCLS at the expiration of this MOU, the City will
2 endeavor to become a member of the Inland Library System preserving their citizens' access to
3 holdings in other public libraries in the Inland area (and vice versa).

4 **SECTION 10: DEFAULT OF COUNTY**

5 **10.1** COUNTY'S failure to comply with the provisions of this MOU shall constitute a
6 default. In the event that COUNTY is in default under the terms of the MOU, City shall have no
7 obligation or duty to continue compensating COUNTY for any work performed after the date of
8 default and can terminate this MOU immediately by written notice to COUNTY. If such failure
9 by COUNTY to make progress in the performance of work hereunder arises out of causes
10 beyond COUNTY'S control, and without fault or negligence of COUNTY, it shall not be
11 considered a default.
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13 **10.2** If the City Manager or designee determines that COUNTY is in default in the
14 performance of any of the terms of conditions of this MOU, City shall serve COUNTY with
15 written notice of the default. COUNTY shall have (10) business days after service upon it of
16 said notice in which to cure the default by rendering a satisfactory performance. In the event that
17 COUNTY fails to cure its default within such period of time, City shall have the right,
18 notwithstanding any other provision of this MOU, to terminate this MOU without further notice
19 and without prejudice to any other remedy to which it may be entitled at law, in equity or under
20 this MOU.
21

22 **SECTION 11: INDEMNIFICATION AND HOLD HARMLESS**

23 **11.1** Indemnification by City. City shall indemnify and hold COUNTY, LSSI, their
24 officers, agents, employees and independent contractors free and harmless from any claim or
25 liability whatsoever, based or asserted upon any act or omission of City, its officers, agents,
26 employees, volunteers subcontractors, or independent contractors, for property damage, bodily
27 injury or death, or any other element of damage of any kind or nature arising out of the
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1 performance of this MOU to the extent that such liability is imposed on COUNTY by the
2 provisions of California Government Code Section 895.2 or other applicable law, and City shall
3 defend at its expense, including attorney fees, COUNTY, LSSI, their officers, agents, and
4 employees and independent contractors in any legal action or claim of any kind based upon such
5 alleged acts or omissions.

6 **11.2 Indemnification by COUNTY.** COUNTY shall indemnify and hold City, its
7 officers, agents, employees and independent contractors free and harmless from any claim or
8 liability whatsoever, based or asserted upon any act or omission of COUNTY, LSSI, their
9 officers, agents, employees, volunteers, subcontractors, or independent contractors, for property
10 damage, bodily injury or death, or any other element of damage of any kind or nature arising out
11 of the performance of this MOU to the extent that such liability is imposed on City by the
12 provisions of California Government Code Section 895.2 or other applicable law, and COUNTY
13 shall defend at its expense, including attorney fees, City, its officers, agents, employees and
14 independent contractors in any legal action or claim of any kind based upon such alleged acts or
15 omissions.
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18 **SECTION 12: INSURANCE**

19 Both COUNTY and City maintain programs of self-insurance. In the event either party
20 shall cease such program, then that party shall be required to procure insurance which would be
21 typical for its obligations under this MOU.

22 **SECTION 13: NOTICES**

23 Any notices which either party may desire to give to the other party under this MOU
24 must be in writing and may be given either by (i) personal service (ii) delivery by reputable
25 document delivery service, such as but not limited to, Federal Express, that provides a receipt
26 showing the date and time of delivery, or (iii) mailing in the United States Mail, certified mail,
27 postage prepaid, return receipt requested, addressed to the address of the party as set forth below
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1 or at any other address as that party may later designate by Notice. Notice shall be effective
2 upon delivery to the addresses specified below or on the third business day following deposit
3 with the document delivery service or United States Mail as provided above.

4 To City: City of La Quinta
5 78-495 Calle Tampico
6 La Quinta, California 92253
7 Attn: Deputy City Manager

8 To County: County of Riverside
9 3403 10th Street, Suite 400
10 Riverside, CA 92501
11 Attn: County Library Administrator

12 **SECTION 14: COMPLETE AGREEMENT**

13 Notwithstanding the foregoing, it is intended that this MOU sets forth the full and entire
14 understanding of the parties regarding the matters set forth herein.

15 Any agreement, alteration, understanding, variation, waiver, or modification of any of the
16 terms or provisions contained herein shall not be binding upon the parties hereto unless made
17 and executed in writing by all parties hereto, and if required, approved and implemented by the
18 La Quinta City Council and the County Board of Supervisors.

19 The waiver of any breach, term or condition of this MOU by either party shall not
20 constitute a precedent in the future enforcement of all its terms and provisions.

21 The MOU is hereby executed and/or ratified by and between the following authorized
22 representatives of the City and County.

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IN WITNESS WHEREOF, County and City have caused this MOU to be duly executed
this 18th day of August, 2015.

COUNTY OF RIVERSIDE:

CITY OF LA QUINTA:

By: Marion Ashley
Marion Ashley, Chairman
Board of Supervisors

By: Frank J. Spevacek
Digitally signed by Frank J. Spevacek
DN:
serialNumber=1n615nh01202cvmj,
c=US, st=California, l=La Quinta,
o=Frank J. Spevacek, cn=Frank J.
Spevacek
Date: 2015.07.13 11:26:17 -07'00'
Frank J. Spevacek, City Manager

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

ATTEST:
Susan Maysels
City Clerk

By: Kecia Harper-Ihem
Deputy

By: Susan Maysels
Digitally signed by City of La Quinta
DN: serialNumber=6fmhzhdhvjz93cr,
c=US, st=California, l=La Quinta, o=City
of La Quinta, cn=City of La Quinta
Date: 2015.07.14 09:28:56 -07'00'
Clerk

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

APPROVED AS TO FORM:
William H. Ihrke
William H. Ihrke, City Attorney

By: Gregory P. Priamos
Deputy County Counsel