

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



ITEM
3.7
(ID # 6503)

MEETING DATE:

Tuesday, May 8, 2018

FROM : ECONOMIC DEVELOPMENT AGENCY (EDA):

SUBJECT: ECONOMIC DEVELOPMENT AGENCY (EDA): Approval of First Amendment to the 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 the First Amendment to the Memorandum of Understanding with the City of La Quinta for management of the La Quinta Library and the La Quinta Museum; and
2. Authorize the Chairman of the Board of Supervisors to execute this First Amendment on behalf of the County.

ACTION: Policy

Robert Field, Assistant County Executive Officer/ECD 4/25/2018

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley
Nays: None
Absent: None
Date: May 8, 2018
xc: EDA

Kecia Harper-Ihem
Clerk of the Board

By:
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$0	\$0	\$0	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: N/A			Budget Adjustment:	No
			For Fiscal Year: 18/19 & 19/20	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

This First Amendment to the Memorandum of Understanding (MOU) has been developed by the Riverside County Library System (RCLS) and City staff to delineate the level of library and museum services the City of La Quinta (City) will receive from RCLS.

Under the terms of this First Amendment, the City will continue to partner with the RCLS and add makerspace management services to the current contract with the County for enhanced services until June 30, 2020. The addition of the makerspace management service will allow the City of La Quinta to enhance library services by establishing a Makerspace learning environment. Makerspace is beginner and intermediate vocational training for people of all ages in the fields of computers, electronics, digital design, robotics, and sewing and costume design. The learning environment will be converted from the 1,300-square foot Community Room on the Northwest side of the building. Makerspace will be filled with computers and specialized equipment, classroom-style seating space, Display TV's, pin boards, and white boards, and specially trained staff to support this innovative learning environment. Any and all expenses incurred as a result of the MOU will be part of the Riverside County Library budget.

County Counsel has approved the First Amendment as to legal form.

Impact on Citizens and Businesses

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

Additional Fiscal Information

City of La Quinta Revenues FY18/19	\$165,190
City of La Quinta Revenues FY19/20	\$165,190
Total	\$330,380

Attachments:


- First Amendment to the Memorandum of Understanding

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STATE OF CALIFORNIA

RF:HM:SH:AJ:KC MT6503

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Library_Makerspace_2018-2020.docx


Nehini Tsai, Principal Management Analyst 4/30/2018


Gregory L. Priamos, Director County Counsel 4/26/2018

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**FIRST AMENDMENT
TO THE MEMORANDUM OF UNDERSTANDING (MOU)
TERMS AND CONDITIONS TO PROVIDE MANAGEMENT
OF THE LA QUINTA BRANCH LIBRARY
AND THE LA QUINTA MUSEUM**

This First Amendment to the Memorandum of Understanding ("First Amendment") is made and entered into this 8th day of May, 2018 ("Effective Date") by and between the COUNTY OF RIVERSIDE ("COUNTY"), a political subdivision of the State of California, and the CITY OF LA QUINTA ("CITY"), a California municipal corporation.

WHEREAS, the COUNTY and CITY entered into that certain Memorandum of Understanding ("MOU") dated August 18, 2015 setting forth the terms and conditions for the COUNTY to provide management of the La Quinta Library and the La Quinta Museum; and

WHEREAS, the COUNTY has entered into an agreement with Library Systems & Services, LLC ("LSSI") for contracted services for the Riverside County Library System ("RCLS") for the provision of library services; and

WHEREAS, the CITY and COUNTY desire to continue the delivery of library and museum services within the CITY; and

WHEREAS, the CITY and COUNTY desire to enhance library services by adding Makerspace Management and establishing a Makerspace learning environment by converting the 1,300-square foot community room on the Northwest side of the building into the La Quinta Makerspace ("Makerspace"); and

WHEREAS, both parties have reached an agreement that they wish to set forth in writing in the form of this First Amendment.

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

1. Section 1 of the MOU is hereby deleted and replaced in its entirety with the following:

SECTION 1: TERM

The MOU shall take effect on July 1, 2015 and shall remain in effect through and including June 30, 2020 ("Term"). The CITY or COUNTY may request an extension of this MOU with

1 modified terms. The terms and conditions related to the addition of the Makerspace Management
2 shall take effect on the Effective Date listed above and shall remain in effect through and including
3 June 30, 2020. If either the CITY or COUNTY desires to extend the Term of this MOU on modified
4 terms, the CITY and COUNTY shall negotiate in good faith to extend this MOU. Unless otherwise
5 agreed to by the CITY and COUNTY, any extension to this MOU would use the then existing
6 terms and conditions of the MOU as the floor of acceptable standards for the future library and
7 museum service. The CITY fully reserves its rights to withdraw from the RCLS and/or
8 management contract of museum pursuant to existing laws and regulations, effective with the
9 expiration of the term or subsequent extensions.

10 2. The Makerspace layout attached hereto as Exhibit B is hereby added to the MOU, and
11 Section 2 of the MOU is hereby amended by adding the following Section 2.2:

12 **SECTION 2.2 HOURS OF OPERATION – LA QUINTA MAKERSPACE**

13 During the Term of this MOU, the Makerspace, located in the Northwest
14 Community Room within the La Quinta Library, as depicted in the Makerspace layout attached
15 hereto as Exhibit B and incorporated by reference herein, shall be open five (5) days per week
16 during Library operating hours. Using contract staff provided by LSSI, the COUNTY will provide
17 45 hours per week of operating, management, and staffing services to the CITY for the purpose
18 of operating the Makerspace.

19 3. Section 4 of the MOU is hereby amended by adding the following:

20 For purposes of this MOU, "Makerspace Management" means staffing, use of utilities, use
21 of equipment, customer service, and year-round Makerspace programs appropriate for all ages.
22 For Makerspace Management, CITY's obligation shall not to exceed \$165,190 to be used or
23 attributed to COUNTY overhead costs, or (b) the income and revenues available to the CITY for
24 Makerspace Management services at the La Quinta Library in the fiscal year. In no event shall
25 CITY incur any liability under this MOU exceeding income and revenues provided for any fiscal
26 year during the Term of this MOU. COUNTY shall allocate applicable COUNTY operating
27 expenses for the La Quinta Library. CITY shall be responsible for the purchase, maintenance,
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1 repair and replacement of the Makerspace materials including but not limited to equipment,
2 materials, furniture and utilities.

3 4. Section 4 of the MOU is hereby amended by adding the following sections 4.1 – 4.3:

4 **4.1 MAKERSPACE SCOPE OF WORK**

5 **4.1.a.** Using contract staff provided by LSSI, the COUNTY shall provide
6 45 hours per week of operating, management, and staffing services to the CITY
7 for the purpose of operating the Makerspace located within the library. Said staff
8 shall have expertise in the following areas:

- 9 1) Laser cutting and etching
- 10 2) Computer Aided Design (CAD) software
- 11 3) 3D Printing
- 12 4) Electronics and robotics
- 13 5) Sewing
- 14 6) Power tools and hand tools
- 15 7) Personnel management
- 16 8) Customer services

17 **4.1.b.** During the period of management, the Makerspace Manager shall
18 perform the following tasks:

- 19 1) Onsite management of the daily operations of the Makerspace 40
20 hours per week
- 21 2) Supervise and evaluate employees
- 22 3) Directing and management of operations
- 23 4) Operating a computer and relevant software applications
- 24 5) Operating modern office equipment
- 25 6) Manage the work of Makerspace staff and volunteers
- 26 7) Other tasks associated with the operation of the Makerspace as
27 required by the CITY
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1 **4.1.c.** The Makerspace Manager provided by LSSI shall report to the
2 CITY's Director of Community Resources. The Makerspace Manager shall meet
3 and coordinate with the CITY's Director of Community Resources on an as needed
4 basis. While the day-to-day operations of the Makerspace shall be carried out by
5 the Makerspace Manager, the overall management of the Makerspace shall be
6 under the direction of the CITY's City Manager or their appointee.

7 **4.2 MAKERSPACE EXPENSES**

8 **4.2.a.** The parties acknowledge and agree that monies from the City
9 Library Fund shall be used for all Makerspace operating expenses, including the
10 payment of the fee outlined in Section 4.3 below.

11 **4.2.b.** The Makerspace Manager shall work with the CITY's City Manager
12 or their appointee to prepare an annual operating budget and maintain expenses
13 within the budget.

14 **4.2.c.** Any sales from Makerspace activities and admissions will be
15 deposited into the City Library Fund account maintained and administered by CITY
16 and shall be the sole property of the CITY. All expenses for inventory of the
17 Makerspace shall be included within the approved operating budget. All pricing
18 for Makerspace items will be approved by the CITY's City Manager or their
19 appointee.
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21 **4.3 MAKERSPACE FEE SCHEDULE**

22 Notwithstanding any provisions in the MOU to the contrary, CITY's obligation to provide
23 Makerspace Management revenues from any funding source whatsoever shall be subject to
24 CITY's annual budget and appropriation process for each fiscal year and, for each fiscal year
25 during the Term, shall not exceed the lesser of either (a) \$165,190, or (b) the income and
26 revenues available to the CITY for Makerspace Management services at the Makerspace in the
27 fiscal year ("Makerspace revenue(s)"). In explanation of the foregoing, the total cost of
28 Makerspace Management will be approximately \$165,190 for FY 18-19 and \$165,190 for each

1 remaining fiscal years, but, in no event shall CITY incur any liability under this MOU exceeding
2 the Makerspace revenues available in any fiscal year during the Term of this MOU.

3 CITY Makerspace revenues shall be used by COUNTY for employment of the Makerspace
4 Manager, additional technical staff, and by CITY for costs of administration of the Makerspace
5 incurred by CITY, including for time allocated to such administration by City Manager or their
6 appointee. COUNTY shall deliver invoices or bills to CITY for Makerspace Management services
7 authorized under this MOU; provided, however, that CITY's obligation to pay COUNTY for any
8 bill or invoice is subject to the maximum amount of CITY Makerspace Management revenues
9 authorized for a fiscal year pursuant to this MOU. This cost assumes all contract staff and
10 operational expenses for the Makerspace.

11 CITY shall be responsible for landscape maintenance, replacement or maintenance of
12 lighting, utilities, and repair or replacement relating to the Makerspace.

13 5. Section 8 of the MOU is hereby deleted in its entirety and replaced with the following:

14 **SECTION 8: REPORTS/MEETINGS**

15 COUNTY shall provide CITY staff quarterly reports appropriate for City Council review.
16 The reports shall be comprehensive and include a status on important La Quinta Library,
17 Makerspace, and Museum matters such as MOU payment schedule, all related expenditures,
18 collections, programs, service levels, and other matters of interest. Quarterly reports shall be due
19 on or about the following dates: September 15, December 15, March 15, and June 15 of each
20 fiscal year of this MOU. In addition, the COUNTY Librarian or his/her designee shall attend
21 quarterly meetings at a mutually agreed upon time with City Hall to review submitted reports
22 before City staff forwards such reports to City Council.

23 6. Section 9 of the MOU is hereby deleted and replaced with the following:

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

26 **9.1** All items purchased with CITY revenues (including City Library revenues, City
27 Museum Management revenues, and the Makerspace revenues) shall be the sole property of the
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1 CITY. In addition, if the CITY decides at a future date to withdraw from the RCLS, CITY shall be
2 granted the ownership of the then existing collection, equipment, furniture, or furnishings or for
3 any collection materials, equipment, furniture or furnishing purchased prior to or during the term
4 of this MOU for use at the La Quinta Branch Library, Makerspace, and Museum.

5 CITY and COUNTY have agreed that in recognition of the CITY's contributions to the
6 RCLS, over the past years, CITY will be given full credit for the value of the library collection and
7 equipment and will be granted ownership of the then existing collection and equipment without
8 additional payment.

9 **9.2** To ensure seamless access to the CITY's library collection by RCLS patrons, if the
10 CITY withdraws from the RCLS at the expiration of this MOU, CITY will strongly consider options
11 to link its automated collection management system with COUNTY's system either (i) by
12 contracting with COUNTY for operation of the CITY's system, or (ii) by the CITY paying all costs
13 to establish a fully interactive link between the CITY's automated system and COUNTY's system.

14 **9.3** If the CITY withdraws from the RCLS at the expiration of this MOU, the CITY will
15 endeavor to become a member of the Inland Library System preserving their citizens' access to
16 holdings in other public libraries in the Inland area (and vice versa).

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18 7. The provisions of this First Amendment shall prevail over any inconsistency or conflicting
19 provisions of the MOU and shall supplement the remaining provisions thereof. Unless defined
20 herein or the context requires otherwise, all capitalized terms herein shall have the meaning
21 defined in the MOU.

22 8. Except as amended or modified herein, all terms of the MOU shall remain in full force and
23 effect and shall apply with the same force and effect. If any provisions of this First Amendment or
24 MOU shall be determined to be illegal or unenforceable, such determination shall not affect any
25 other provision of the MOU and all such other provisions shall remain in full force and effect. The
26 language in all parts of the MOU shall be construed according to its normal and usual meaning
27 and not strictly for or against either COUNTY or CITY.

1 IN WITNESS WHEREOF, COUNTY and CITY have caused this First Amendment to be
2 duly executed this 9th day of May, 2018.

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4 COUNTY OF RIVERSIDE, a political
subdivision of the State of California

CITY OF LA QUINTA, a California municipal
corporation

5
6 By: Chuck Washington
7 Chuck Washington, Chairman
Board of Supervisors

8
9 By: Chris Escobedo, Acting City Manager for
Frank J. Spevacek, City Manager

10 ATTEST:
Kecia Harper-Ihem
Clerk of the Board

ATTEST:
Susan Maysels
City Clerk

11 By: Kecia Harper-Ihem
12 Deputy

13 By: Susan Maysels
14 Clerk

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

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

17 By: Thomas Oh
18 Deputy County Counsel

19 By: William H. Ihrke
20 William H. Ihrke

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EXHIBIT B

MAKERSPACE LAYOUT

