

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



**ITEM
3.4
(ID # 7588)**

MEETING DATE:

Tuesday, September 25, 2018

FROM : ECONOMIC DEVELOPMENT AGENCY (EDA):

SUBJECT: ECONOMIC DEVELOPMENT AGENCY (EDA) – Ratification and Approval of Memorandum of Understanding (MOU) for Library Operations at the Coachella Library between the City of Coachella and the County of Riverside for 5 Years, District 4, [\$557,366], County Library Fund 100%

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and approve the attached Memorandum of Understanding (MOU) for Library Operations at the Coachella Library between the City of Coachella and the County of Riverside for Fiscal Years 2018/19 – 2022/23, and authorize the Chairman of the Board to execute the same on behalf of the County;
2. Authorize the County to reimburse Library Systems and Services, LLC (LS&S) for the purchase of new collection materials for the new Coachella Library in accordance with the attached MOU and the Professional Services Agreement (Agreement) by and between the County of Riverside and LS&S for Library Services, dated June 19, 2018;
3. Delegate signing authority of up to \$75,000 to the Assistant County Executive Officer/ECD and/or his designee for library supplies, equipment, collection, and materials, including items selected by LS&S and in the Board approved library budget, in accordance with the Agreement and the attached MOU; and
4. Approve and direct the Auditor Controller to make the necessary budget adjustments increasing appropriations and use of restricted fund balance for the Economic Development Agency (EDA) County Free Library division by \$557,366 according to Schedule A.

ACTION: Policy, 4/5 Vote Required


Robert Field, Assistant County Executive Officer/ECD 9/5/2018

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: September 25, 2018
xc: EDA, Auditor

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	\$ 557,366	\$ 0	\$ 557,366	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0R
SOURCE OF FUNDS: County Library Fund 100%			Budget Adjustment: Yes	
			For Fiscal Year: 2018/19 - 2023	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The City of Coachella (City) is in the process of building a new Coachella Library (Library) located at 1500 Sixth Street, Coachella, California, which is expected to open in October 2018. The new 8,250-square-foot library will replace and be twice the size of the existing library and feature three study rooms, a program room and separate reading space for children, teens and adults. The new library facility will continue to operate within the Riverside County Library System.

Under the attached Memorandum of Understanding (MOU), the County will operate the Library and provide library staffing, services, and programs through its existing Professional Services Agreement (Agreement) with Library Systems and Services LLC (LS&S), which was approved by the Board on June 19, 2018 (Item 3.10). Under the Agreement, LS&S has agreed to provide library staffing and services to operate the libraries within the Riverside County Library System until June 30, 2023, and the County has agreed to pay and/or reimburse LS&S for services performed, products provided, and expenses incurred by LS&S, including expenses for library supplies, equipment, collection, and materials.

The MOU sets forth the hours of operation of the Library, the maintenance, security systems, and utilities obligations of the City, and the terms and conditions relating to the furniture and equipment to be installed at the Library. County will own all furniture, equipment and collection materials. The City purchased furniture and equipment for the Coachella Library, and will be reimbursed by the RCLS upon completion of an amendment to the MOU, which shall be brought to the Board for approval prior to reimbursement.

The MOU has been approved as to form by County Counsel.

SUPPLEMENTAL:

Additional Fiscal Information

FY 2018/19	\$557,366
TOTAL	\$557,366

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There are sufficient funds in the County Library Fund to fund the operations and reimbursement of the furniture, fixtures, and books.

Impact on Residents and Businesses

The new Coachella Library is centrally located in the city of Coachella where it is convenient for residents to take advantage of the free public programs for families and children as well as offer private meeting and study rooms, high speed Wi-Fi, and public computers for businesses, small groups, and individuals. Many businesses utilize libraries to start, grow and improve their businesses. This MOU will continue to provide the necessary operational services and enhanced programming for the 3.7 million patrons of RCLS. Providing excellent library services to the residents of Riverside County is part of the RCLS mission.

ATTACHMENTS:

- SCHEDULE A-Budget Adjustment
- MOU for Library Operations at the Coachella Library between the City of Coachella and the County of Riverside


**SCHEDULE A
BUDGET ADJUSTMENT**

Increase appropriations:

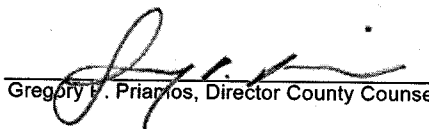
21200-1900700000-523620.	Books/Publications	\$100,000
21200-1900700000-523680	Office Equip-Non Fixed Asset	\$457,366

Anticipated use of restricted fund balance:

21200-1900700000-321101	Restricted Program Money	\$557,366
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Paul A. Angulo, County Auditor-Controller 9/12/2018


Rashini Dasika, Principal Management Analyst 9/17/2018


Gregory V. Priamos, Director County Counsel 9/11/2018

1 **MEMORANDUM OF UNDERSTANDING (MOU)**
2 **FOR LIBRARY OPERATIONS AT THE COACHELLA LIBRARY BETWEEN THE CITY OF**
3 **COACHELLA AND THE COUNTY OF RIVERSIDE**

4 This Memorandum of Understanding ("MOU") is made and entered into by and between
5 the COUNTY OF RIVERSIDE ("COUNTY"), a political subdivision of the State of California, and
6 the CITY OF COACHELLA ("City"), a municipal organization organized under the laws of the
7 State of California.

8 WHEREAS, the COUNTY oversees the administration and operations of the Riverside
9 County Library System ("RCLS"); and

10 WHEREAS, the COUNTY has entered into an agreement with Library Systems &
11 Services, LLC ("LSS") for contracted services for the RCLS for the provision of library services;
12 and

13 WHEREAS, the City has constructed a new library facility for the provision of library
14 services; and

15 WHEREAS, the City and COUNTY mutually agree that library services will be provided
16 by the COUNTY at the Coachella Library through LSS at no cost to the City except as otherwise
17 provided in the MOU.

18 NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of
19 which are hereby acknowledged, the City and COUNTY agree as follows:

20 **SECTION 1: TERM**

21 This MOU shall take effect on June 27, 2018 and shall remain in effect through and
22 including June 30, 2023 (the "Term"). The City or COUNTY may request an extension of this
23 MOU with modified terms. If either the City or COUNTY desires to extend the Term of this MOU
24 on modified terms, the City and COUNTY shall negotiate in good faith to extend this MOU.
25 Unless otherwise agreed to by the City and COUNTY, any extension to this MOU would use the
26 then existing terms and conditions of the MOU as the floor of acceptable standards for the
27 future library service.
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2 **SECTION 2: HOURS OF OPERATION – COACHELLA LIBRARY**

3 During the Term of this MOU, the Coachella Library located at 1500 Sixth Street,
4 Coachella, CA 92236 shall operate a minimum of forty (40) hours per week. When requested
5 by the City to operate more than forty (40) hours per week, City shall pay COUNTY one
6 hundred ten dollars (\$110) per hour for every hour exceeding forty (40) hours per week of library
7 operations. COUNTY shall submit invoices on a semi-annual basis for hours of library services
8 performed. City shall pay COUNTY within thirty (30) days of City's receipt of said invoice. The
9 days and hours of operations shall be as follows:

10 Monday 10:00 a.m. to 6:00 p.m.
11 Tuesday 10:00 a.m. to 6:00 p.m.
12 Wednesday 12:00 p.m. to 8:00 p.m.
13 Thursday 10:00 a.m. to 6:00 p.m.
14 Friday Closed
15 Saturday 10:00 a.m. to 6:00 p.m.
16 Sunday Closed

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18 The Coachella Library shall observe the COUNTY holiday schedule.

19 **SECTION 3: LIBRARY STAFFING/SERVICES**

20
21 COUNTY shall provide an adequate number of professional library staff persons for the
22 efficient and effective operations of the Coachella Library. COUNTY currently provides library
23 staff and library services through a separate agreement with LSS. City acknowledges and
24 agrees that staff and other services shall be provided to the Coachella Library through the
25 COUNTY's agreement with LSS. COUNTY using contract staff by LSS shall provide
26 programming such as the literacy program, summer reading program, story time, and ESL
27 classes.
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3 **SECTION 4: MAINTENANCE**

4 City shall provide adequate staff persons to provide all necessary janitorial services,
5 landscape maintenance, and maintenance and repairs to the Coachella Library and appurtenant
6 equipment and fixtures placed on the Coachella Library. City shall keep the Coachella Library
7 in good and suitable condition for the uses herein, and in compliance with Federal, State and
8 local laws, ordinances, rules and regulations relating to fire, health and safety, and City shall
9 maintain the exterior and the interior of the Coachella Library, including, but not limited to, pest
10 control, air conditioning equipment, heating equipment, plumbing, electrical wiring and fixtures,
11 windows, and structural parts, grounds, in good working condition and repair and in compliance
12 with such laws, ordinances, rules and regulations.

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14 **SECTION 5: SECURITY SYSTEMS**

15 City shall administer cyber keys that provide door access and support various levels of
16 security to the Coachella Library. These cyber keys shall be issued to COUNTY by City's
17 Information Systems ("IS") Department.

18 **SECTION 6: VOICEMAIL SERVICES**

19 The Coachella Library telephones shall be answered by a live library staff member or
20 voicemail system during the Coachella Library's operational hours.

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22 **SECTION 7: ON-GOING COLLECTIONS DEVELOPMENT/MAINTENANCE**

23 COUNTY shall provide collections development for the Coachella Library on an annual
24 basis. COUNTY shall provide maintenance of the Coachella Library's collections consistent with
25 professional library practices. This shall include, but not be limited to, procurement, processing,
26 mending and de-accessioning of the collections.

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2 **SECTION 8: FURNITURE, FIXTURES AND EQUIPMENT**

3 **A.** County shall own all furniture and equipment in the Coachella Library to include

4 the following:

5 Equipment

- 6 - 2 Flat Screen TVs
7 - 2 Chromecast for TVs
8 - 24 Public Computers
9 - 2 Self check Computers
10 - 2 Circulation Computers
11 - 4 Receipt Printers
12 - 4 Barcode Scanners
13 - 1 Xerox Copier/Public Printer
14 - 1 Printing Pay Station w/Credit Card
15 - 1 Manager Xerox Printer

16 Software

- 17 - Deep Freeze
18 - Microsoft Office
19 - Polaris Self check Licenses
20 - Polaris ILS
21 - Envisionware PC Res
22 - Go Print Print Services
23 - Printer On Mobile Printing

24 Back End Services

- 25 - Microsoft Domain Services
26 - DNS
27 - RCLS Website
28 - Email

29 Network

- 30 - Aruba Wireless (From existing site)
31 - HP 48 Port Switch
32 - LAN/WAN Erated Services (May require DSL until Fiber is moved from existing library)

33 Furniture

- 34 -Chairs
35 -Tables
36 -Bookshelves
37 -Desks
38 -Office furniture
39 -Telephones

40 **B. Maintenance by COUNTY.** COUNTY shall be responsible for the maintenance,
41 repair and replacement of the furniture and RCLS equipment listed above used for
42 supporting staff functions.

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2 **SECTION 9: UTILITIES**

3 The following utilities shall be in the City's name and City shall be responsible for the
4 payment of utility costs to include electricity, gas, sewer and solid waste disposal services,
5 water, and telephone services, associated with the operations of the Coachella Library. Internet
6 services will be provided by COUNTY to the designated library area of the facility and City will
7 provide internet and phone utility services for the conference area of the facility.

8 **SECTION 10: INDEMNIFICATION AND HOLD HARMLESS**

9 **A. Indemnification by City.** City shall indemnify and hold COUNTY, its officers,
10 agents, employees and independent contractors free and harmless from any claim or liability
11 whatsoever, based or asserted upon any act or omission of City, its officers, agents, employees
12 or volunteers for property damage, bodily injury or death, or any other element of damage of
13 any kind or nature arising out of the performance of this MOU, and City shall defend at its
14 expense, including attorney fees, COUNTY, its officers, agents, and employees and
15 independent contractors in any legal action or claim of any kind based upon such alleged acts
16 or omissions. However, this duty to indemnify and hold harmless shall not include and claim
17 arising from the sole negligence or willful misconduct of the COUNTY, its officers, agents,
18 employees and independent contractors.

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20 **B. Indemnification by COUNTY.** COUNTY shall indemnify and hold City, its
21 officers, agents, employees and independent contractors free and harmless from any claim or
22 liability whatsoever, based or asserted upon any act or omission of COUNTY and its officers,
23 agents, employees or volunteers for property damage, bodily injury or death, or any other
24 element of damage of any kind or nature arising out of the performance of this MOU, and
25 COUNTY shall defend at its expense, including attorney fees, City, its officers, agents,
26 employees and independent contractors in any legal action or claim of any kind based upon
27 such alleged acts or omissions. However, this duty to indemnify and hold harmless shall not
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1 include any claim arising from the sole negligence or willful misconduct of the City, its officers,
2 agents, employees and independent contractors.

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4 **SECTION 11: INDEPENDENT CONTRACTOR**

5 **A.** COUNTY is and shall at all times remain as to City a wholly independent
6 contractor. Neither City nor any of its officers, employees, agents, or volunteers shall have
7 control over the conduct of COUNTY or any of COUNTY's officers, employees, or agents except
8 as set forth in this MOU. COUNTY shall not at any time or in any manner represent that it or
9 any of its officers, employees or agents are in any manner officers, employees or agents of City.
10 COUNTY shall not incur or have the power to incur any debt, obligation or liability whatsoever
11 against City, or bind City in any manner.

12 a. No employee benefits shall be available to COUNTY in connection with the
13 performance of this MOU. Except for the fees paid to COUNTY as provided in this MOU, City
14 shall not pay salaries, wages, or other compensation to COUNTY for performing services
15 hereunder for City. City shall not be liable for compensation or indemnification to COUNTY for
16 injury or sickness arising out of performing services hereunder.

17 **SECTION 12: INSURANCE**

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

21 **SECTION 13: NOTICES**

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

3 To City: City of Coachella
4 Attention: City Manager
5 1515 Sixth Street
6 Coachella, CA 92236

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8 To County: County of Riverside
9 Attention: Suzanne Holland
10 3403 10th Street, Suite 400
11 Riverside, California 92501

12 **SECTION 14: GENERAL**

13 **A.** Notwithstanding the foregoing, it is intended that this MOU sets forth the full and
14 entire understanding of the parties regarding the matters set forth herein. Any agreement,
15 alteration, understanding, variation, waiver, or modification of any of the terms or provisions
16 contained herein shall not be binding upon the parties hereto unless made and executed in
17 writing by all parties hereto, and if required, approved and implemented by the Coachella City
18 Council and the Riverside County Board of Supervisors.

19 **B.** No waiver by either party at any time of any of the terms and conditions of this
20 MOU shall be deemed or construed as a waiver at any time thereafter of the same or of any
21 other terms or conditions contained herein or of the strict and timely performance of such terms
22 and conditions.

23 **C.** Neither party can assign, sublet, mortgage, hypothecate or otherwise transfer in
24 any manner any of its rights, duties, or obligations hereunder to any person or entity without the
25 written consent of the other party being first obtained, which consent shall be in the absolute
26 discretion of that party.
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1 **D.** The invalidity of any provision in this MOU as determined by a court of
2 competent jurisdiction shall in no way affect the validity of any other provision hereof.

3 **E.** Any action at law or in equity brought by either of the parties hereto for the
4 purpose of enforcing a right or rights provided for by this MOU shall be tried in a court of
5 competent jurisdiction in the County of Riverside, State of California, and the parties hereby
6 waive all provisions of law providing for a change of venue in such proceedings to any other
7 county.

8 **F.** The section headings herein are for the convenience of the parties only, and
9 shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or
10 intent of the provisions or language of this MOU.

11 **G.** Both parties shall maintain the confidentiality of all information and records
12 pertaining to privacy and confidentiality, and comply with all other statutory laws and regulations
13 relating to privacy and confidentiality.

14 **H.** Both parties shall cooperate with and provide reasonable assistance to the other
15 to the extent contemplated hereunder in the performance of all obligations under this MOU and
16 the satisfaction of the conditions of this MOU. Approvals required by any party, or any officers,
17 agents or employees thereof, shall not be unreasonably withheld and approval or disapproval
18 shall be given within a reasonable time.

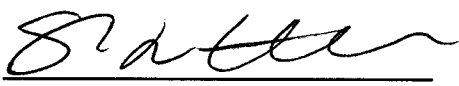
19 **G.** The MOU is hereby executed by the following authorized representatives of the City
20 and COUNTY.
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IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed the day and year first above written.

CITY OF COACHELLA, a California municipal corporation

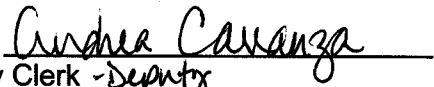
COUNTY OF RIVERSIDE, a political subdivision of the State of California

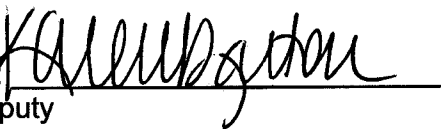
By: 
Steven Hernandez, Mayor

By: 
Chuck Washington, Chairman
Board of Supervisors

ATTEST:

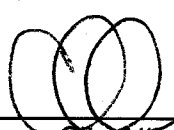
ATTEST:
Kecia Harper-Ihem
Clerk to the Board

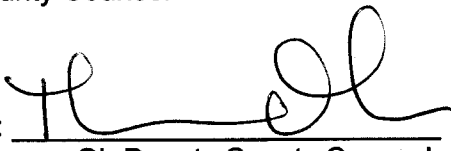
By: 
City Clerk - Deputy

By: 
Deputy

APPROVED AS TO FORM:

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: 
Carlos Campos, City Attorney

By: 
Thomas Oh, Deputy County Counsel