

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



**ITEM  
3.8  
(ID # 9451)**

**MEETING DATE:**  
Tuesday, April 30, 2019

**FROM :** ECONOMIC DEVELOPMENT AGENCY (EDA):

**SUBJECT:** ECONOMIC DEVELOPMENT AGENCY (EDA): Approve the attached First Amendment to Memorandum of Understanding (MOU) for Library Operations at the Coachella Library between the City of Coachella and the County of Riverside, District 4, [\$370,286], County Library Fund 100%

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve the attached First Amendment to Memorandum of Understanding (MOU) for Library Operations at the Coachella Library between the City of Coachella and the County of Riverside for Fiscal Year 2018/19, and authorize the Chairman of the Board to execute the same on behalf of the County.

**ACTION:**Policy

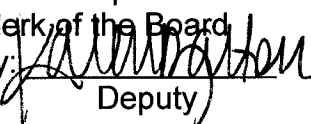
Robert Field, Assistant County Executive Officer/ECD 4/10/2019

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Spiegel, Washington and Perez  
Nays: None  
Absent: Hewitt  
Date: April 30, 2019  
xc: EDA

Kecia Harper  
Clerk of the Board  
By:   
Deputy

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

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$370,286	\$0	\$370,286	\$0
<b>NET COUNTY COST</b>	\$0	\$0	\$0	\$0
<b>SOURCE OF FUNDS:</b> County Library Fund 100%			<b>Budget Adjustment:</b>	No
			<b>For Fiscal Year:</b>	2018/19

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

**BACKGROUND:**

**Summary**

The City of Coachella (City) completed the construction of the new Coachella Library (Library) located at 1500 Sixth Street, Coachella, California. The new library opened in October 2018. The Library continues to be a part of the Riverside County Library System.

Under the original Memorandum of Understanding (MOU), the County will continue to 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).

The attached First Amendment to Memorandum of Understanding (MOU) for library operations at the Coachella Library between the City of Coachella and the County of Riverside allows for reimbursement by the County to the City for furniture expenses paid by the City's library CIP project account. Pursuant to the Bill of Sale attached to the MOU as Exhibit "A", the County will own and have title to the furniture upon payment to the City.

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

**SUPPLEMENTAL:**

**Additional Fiscal Information**

FY 2018/19	\$370,286
<b>TOTAL</b>	<b>\$370,286</b>

There are sufficient funds in the County Library Fund to fund the reimbursement of the furniture.

**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. Providing excellent library services to the residents of Riverside County is part of the RCLS mission.

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

**ATTACHMENTS:**

- First Amendment to Memorandum of Understanding (MOU) for Library Operations at the Coachella Library between the City of Coachella and the County of Riverside.

RF:HM:SH:KC

MT9451

\\VEDAFP01\Shared\Library\CONTRACTS\City of Coachella\2018-2023\1st Amendment\_Furniture\01\_1st Amendment\_Furniture Reimbursement\F11\_First Amendment Furniture Reimbursement\_City of Coachella\_032519.docx

  
Rahmi Basma, Principal Management Analyst

4/18/2019



Gregory V. Priamos, Director County Counsel

4/17/2019

1 **FIRST AMENDMENT TO 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 First Amendment to the Memorandum of Understanding ("First Amendment") is  
5 made and entered into this 20<sup>th</sup> day of April, 2019 ("Effective Date") by and  
6 between the COUNTY OF RIVERSIDE ("COUNTY"), a political subdivision of the State of  
7 California, and the CITY OF COACHELLA ("CITY"), a California municipal corporation,  
8 sometimes collectively referred to as the "Parties".

9 WHEREAS, the COUNTY and CITY entered into that certain Memorandum of  
10 Understanding (MOU) for Library Operations ("Original MOU") on September 25, 2018, setting  
11 forth the terms and conditions for the COUNTY to provide library operations to the library  
12 located at 1500 Sixth Street, Coachella, CA 92236 ("Coachella Library"); and

13 WHEREAS, the CITY purchased all the furniture for the Coachella Library with its  
14 project construction funds ("Furniture"); and

15 WHEREAS, pursuant to Section 8 of the Original MOU, the COUNTY shall own all  
16 furniture and equipment in the Coachella Library; and

17 WHEREAS, the CITY desires to sell, and COUNTY desires to purchase, the Furniture;  
18 and

19 WHEREAS, both Parties desire to amend the Original MOU to provide the terms and  
20 conditions by which COUNTY shall purchase the Furniture from the CITY.

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

23 1. SECTION 8. Section 8(A) is hereby deleted in its entirety and replaced by the  
24 following:

25 A. The equipment, software, back end services, and network for the  
26 Coachella Library, as described below, have been purchased and provided by the  
27 COUNTY. The furniture for the Coachella Library ("Furniture"), as described below and  
28 more specifically in the Bill of Sale attached hereto as Exhibit "A" and incorporated  
herein by reference, has been purchased by the City with its project construction funds.

APR 30 2019 3.8

1 The COUNTY will purchase the Furniture from the City for the amount of \$370,286  
2 ("Purchase Price"), and upon payment of the Purchase Price, the City shall execute a  
3 Bill of Sale in the form attached hereto as Exhibit "A" and incorporated herein by  
4 reference. COUNTY shall own all equipment, software, back end services, network, and  
5 furniture in the Coachella Library to include the following:

6 **Equipment**

- 7 • 2 Flat Screen TVs
- 8 • 2 Chromecast for TVs
- 9 • 24 Public Computers
- 10 • 2 Self check Computers
- 11 • 2 Circulation Computers
- 12 • 4 Receipt Printers
- 13 • 4 Barcode Scanners
- 14 • 1 Xerox Copier/Public Printer
- 15 • 1 Printing Pay Station w/Credit Card
- 16 • 1 Manager Xerox Printer
- 17 • Telephones

18 **Software**

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

26 **Back End Services**

- 27 • Microsoft Domain Services
- 28

- DNS
- RCLS Website
- Email

**Network**

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

**Furniture**

- Chairs
- Tables
- Bookshelves
- Desks
- Office furniture
- Meeting room furniture

2. EXHIBITS. The Original MOU is hereby amended by adding the Exhibit "A" attached hereto.

3. CAPITALIZED TERMS; FIRST AMENDMENT TO PREVAIL. Unless defined herein or the context requires otherwise, all capitalized terms herein shall have the meaning defined in the Original MOU, as heretofore amended. The provisions of this First Amendment shall prevail over any inconsistency or conflicting provisions of the Original MOU, as heretofore amended, and shall supplement the remaining provisions thereof.

4. MISCELLANEOUS. Except as amended or modified herein, all the terms of the Original MOU shall remain in full force and effect and shall apply with the same force and effect. Time is of the essence in this First Amendment and the Original MOU and each and all of their respective provisions. Subject to the provisions of the Original MOU as to assignment, the agreements, conditions and provisions herein contained shall apply to and bind the heirs,

1 executors, administrators, successors and assigns of the parties hereto. If any provisions of  
2 this First Amendment or the Original MOU shall be determined to be illegal or unenforceable,  
3 such determination shall not affect any other provision of the Original MOU and all such other  
4 provisions shall remain in full force and effect. The language in all parts of the Original MOU  
5 shall be construed according to its normal and usual meaning and not strictly for or against  
6 either COUNTY or CITY.


7 5. EFFECTIVE DATE. This First Amendment shall not be binding or  
8 consummated until its approval by the Riverside County Board of Supervisors and fully  
9 executed by the Parties.

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1 IN WITNESS WHEREOF, COUNTY and CITY have caused this First Amendment to  
2 be duly executed on the day and year written above.

3  
4 COUNTY OF RIVERSIDE, a political  
5 subdivision of State of California

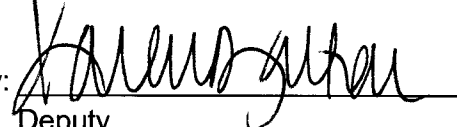
CITY OF COACHELLA, a California  
municipal corporation


6  
7 By:   
8 Kevin Jeffries, Chairman  
Board of Supervisors

By:   
Steven Hernandez, Mayor

9  
10 ATTEST:  
11 Kecia Harper ~~Heerr~~  
Clerk of the Board


ATTEST:

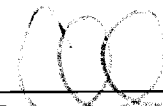
12  
13 By:   
14 Deputy

By:   
City Clerk  
Deputy

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

APPROVED AS TO FORM:

18 By:   
19 Thomas Oh  
20 Deputy County Counsel

By:   
21 Carlos Campos  
22 City Attorney



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Exhibit "A"

Bill of Sale

[attached on the following page]

## BILL OF SALE

This Bill of Sale ("Bill of Sale") is executed as of \_\_\_\_\_ by the City of Coachella, a California municipal corporation, ("Seller") in favor of the County of Riverside, a political subdivision of the State of California, ("Buyer").

### RECITALS

WHEREAS, the Buyer and Seller entered into that certain Memorandum of Understanding (MOU) for Library Operations ("Original MOU") on September 25, 2018, setting forth the terms and conditions for the Buyer to provide library operations to the library located at 1500 Sixth Street, Coachella, CA 92236 ("Coachella Library"); and

WHEREAS, the Seller purchased all furniture items for the Coachella Library listed and described in the Exhibit "A" attached hereto and incorporated herein by reference ("Furniture"); and

WHEREAS, the Seller is the owner of the Furniture; and

WHEREAS, the Buyer and Seller entered into that certain First Amendment to the Original MOU, dated \_\_\_\_\_, 2019, whereby Buyer and Seller amended the Original MOU to provide the terms and conditions by which Buyer would purchase the Furniture from Seller; and

WHEREAS, Seller desires to sell, assign, and transfer to Buyer all of Seller's rights, title, and interest in and to the Furniture.

NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and adequacy of which is hereby acknowledged, Seller agrees as follows:

1. Seller transfers to Buyer all of Seller's rights, title, and interest in the Furniture.
2. Seller warrants and covenants to Buyer that Seller owns all right, title, and interest in the Furniture identified in Exhibit "A" attached hereto, free and clear of all liens, mortgages, encumbrances, security interests, and adverse claims, and has the right to transfer the Furniture to Buyer. Seller further agrees that Seller will defend Buyer's rights, title, and interest in the Furniture against the demands of anyone claiming through Seller and any person who may lawfully claim the same.
3. Seller covenants that it will, at any time and from time to time after the execution of this Bill of Sale, upon written request of Buyer and without further consideration, execute and deliver to Buyer such instruments of transfer, assignment, and conveyance in addition to this Bill of Sale, and to take such other actions as Buyer may reasonably request, in order to fully or more effectively assign and transfer to and vest in Buyer all the property of

Seller intended to be transferred and assigned hereby, or to protect the Buyer's rights, title and interest in and enjoyment of any such property.

4. If any suit or action is instituted to enforce the rights of either party under this Bill of Sale, the successful party, as adjudicated by a court, shall be entitled to reasonable attorney's fees and court costs.

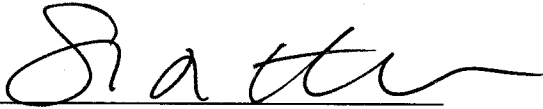
5. This Bill of Sale and assignment shall be governed and construed in accordance with California law.

6. All references to "Seller" and "Buyer" herein shall be deemed to include their respective nominees, successors and/or assigns, where the context permits.

Dated: March 13, 2019

SELLER:

City of Coachella, a California municipal corporation

By: 

Steven Hernandez, Mayor

ATTEST:

By: 

City Clerk

Deputy

APPROVED AS TO FORM:

By: 

Carlos Campos

City Attorney

**"Exhibit A"**

**FURNITURE INVENTORY LIST**

**DESKS**

<b>QTY</b>	<b>ITEM DESCRIPTION</b>	<b>ITEM #</b>
20	Agati Computer Workstations	SF-1
1	Agati Reception Desk	SF-2
1	Global Princeton Private Office Desk	SF-3

**SEATING**

<b>QTY</b>	<b>ITEM DESCRIPTION</b>	<b>ITEM #</b>
2	Sit on It Amplify Midback Task Chairs	CH-1A
4	Sit on It Amplify Midback Task Chairs	CH-1B
8	Landscape Forms Palisade 72" Benches	CH-2
78	Agati Curtis Panel Back Side Chairs	CH-3A - CH-3D
34	Sit on It Rowdy Side Chairs	CH-4
10	Global Citi Lounge Chairs	CH-5
8	Herman Miller Swoop Lounge Chairs	CH-6
8	Coalesse Bix Lounge Chairs	CH-7A - CH-7B
4	Arcadia Serafinita Lounge Chairs	CH-8
8	Leland Little Marquette Side Chairs	CH-9
7	Tenjam Puzzler Duraflex Ottomans	CH-10A - CH-10G
12	Hightower Four Cast Bar Stools	CH-11

**SHELVING**

<b>QTY</b>	<b>ITEM DESCRIPTION</b>	<b>ITEM #</b>
2	Valentine Tiered Display Shelving Units	A-1
71	Marathon Library Shelves (units in pieces)	S-1 – S-6

**TABLES**

<b>QTY</b>	<b>ITEM DESCRIPTION</b>	<b>ITEM #</b>
6	Agati Round Tables with X Base, 36"	T-1
8	Agati Rectangle Tables with Y Base, 30x72	T-2
15	First Office Applause Training Tables 30x60	T-3
2	First Office Applause Training Tables, 24x36	T-4
3	Agati Standing Height Power Bar Tables, 36x120	T-5A, T-5B
11	Global Bakhiti Round Tables	T-6
2	ERG Junior Post Square Tables, 30"	T-7
2	First Office Applause Training Tables, 24x48	Self-Checkout

**Library Furniture Total - \$370,286**