

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



ITEM: 3.9  
(ID # 12600)

MEETING DATE:  
Tuesday, June 30, 2020

**FROM :** Business and Community Services:

**SUBJECT:** BUSINESS AND COMMUNITY SERVICES: Approval of Second 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 Second 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 Second Amendment on behalf of the County.

**ACTION:**Policy

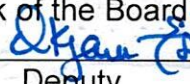
*Suzanne Holland*  
Suzanne Holland, Director of EDA 6/15/2020

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MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt  
Nays: None  
Absent: None  
Date: June 30, 2020  
xc: EDA

Kecia R. Harper  
Clerk of the Board  
By:   
Deputy

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<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>	\$ 0	\$ 0	\$ 0	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> City of La Quinta Library Fund			<b>Budget Adjustment:</b>	No
			<b>For Fiscal Year:</b>	20/21

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

**BACKGROUND:**

**Summary**

On August 18, 2015 (M.O. 3-26), the Board of Supervisors approved a Memorandum of Understanding (MOU) with the City of La Quinta (City) that was negotiated 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 at the La Quinta Library and Museum. On May 8, 2018 (M.O. 3.7), the Board of Supervisors approved the First Amendment to the MOU, which added makerspace management services to the MOU for enhanced services until June 30, 2020. The services under the MOU are currently provided by Library Systems & Services (LS&S) with oversight by RCLS.

This Second Amendment will extend the MOU until June 30, 2021 and have RCLS and the City work together towards safely reopening and operating the La Quinta Library, Museum, and Makerspace in light of the COVID-19 pandemic.

County Counsel has approved the Second 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 FY20/21	\$165,190
<b>Total</b>	<b>\$165,190</b>

**Attachments:**

- Second Amendment to the Memorandum of Understanding

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STATE OF CALIFORNIA**

12600



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**SECOND 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 Second Amendment to the Memorandum of Understanding ("Second Amendment") is made and entered into this 30<sup>th</sup> day of June, 2020 ("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 La Quinta Museum; and

WHEREAS, the COUNTY and CITY entered into that certain First Amendment to the Memorandum of Understanding dated May 8, 2018 setting forth the terms and conditions for the COUNTY to provide management of the La Quinta Makerspace; and

WHEREAS, both parties have reached an agreement that they wish to extend the MOU for one (1) year with an option to extend for one (1) additional year, and cooperate with each other regarding the re-opening and provision of library services in light of novel coronavirus disease of 2019 ("COVID-19"), as set forth in writing in the form of this Second Amendment.

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

1. TERM. Section 1 of the MOU is hereby amended by the following:

The term of the MOU shall be extended for one (1) year, commencing on July 1, 2020 and expiring on June 30, 2021 ("Extension Term"). The terms and conditions related to Makerspace Management shall remain in effect through and including June 30, 2021. CITY shall have one (1) option to extend the term of the MOU for one (1) year by written amendment to the MOU ("Extension Option"). In order to exercise the Extension Option, CITY must provide written notice to COUNTY of its desire to exercise said option at least thirty (30) days prior to the end of the Extension Term.



1           2.    COOPERATION BY PARTIES FOR COVID-19 RE-OPENING AND  
2 OPERATIONS. COUNTY shall cooperate with CITY and take good faith efforts to keep CITY  
3 informed by written or verbal communication, no less than once every week, of the status and  
4 deployment for re-opening and operations at the La Quinta Library, La Quinta Museum, and La  
5 Quinta Makerspace, with accommodations for services provided to minimize the spread of  
6 COVID-19. COUNTY shall consider management practices provided by CITY, the California  
7 Department of Public Health, the County of Riverside, and any other reputable source for best  
8 practices for management of the buildings subject to the MOU. COUNTY shall cooperate with  
9 CITY and take good faith efforts to re-open and safely operate the La Quinta Library as soon as  
10 reasonably possible with accommodations for services consistent with minimizing the spread of  
11 COVID-19.

12           3.    CAPITALIZED TERMS/SECOND AMENDMENT TO PREVAIL. Unless defined  
13 herein or the context requires otherwise, all capitalized terms herein shall have the meaning  
14 defined in the MOU, as heretofore amended. The provisions of this Second Amendment shall  
15 prevail over any inconsistency or conflicting provisions of the MOU, as heretofore amended, and  
16 shall supplement the remaining provisions thereof.

17           4.    MISCELLANEOUS. Except as amended or modified herein, all the terms of the  
18 MOU shall remain in full force and effect and shall apply with the same force and effect. Time is  
19 of the essence in this Second Amendment and the MOU and each and all of their respective  
20 provisions. Subject to the provisions of the MOU as to assignment, the agreements, conditions  
21 and provisions herein contained shall apply to and bind the heirs, executors, administrators,  
22 successors and assigns of the parties hereto. If any provisions of this Second Amendment or the  
23 MOU shall be determined to be illegal or unenforceable, such determination shall not affect any  
24 other provision of the MOU and all such other provisions shall remain in full force and effect. The  
25 language in all parts of the MOU shall be construed according to its normal and usual meaning  
26 and not strictly for or against either COUNTY or CITY.  
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1 5. EFFECTIVE DATE. This Second Amendment shall not be binding or  
2 consummated until its approval by the Riverside County Board of Supervisors and fully executed  
3 by the Parties.

4 IN WITNESS WHEREOF, COUNTY and CITY have caused this Second Amendment to be duly  
5 executed this 30<sup>th</sup> day of June, 2020.

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

CITY OF LA QUINTA, a California municipal  
corporation

8  
9 By: V. Manuel Perez  
10 V. Manuel Perez, Chairman  
Board of Supervisors

By: Jen McMillen  
Jen McMillen, City Manager

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12 ATTEST:  
Kecia R. Harper  
13 Clerk of the Board

ATTEST:  
Monika Radeva  
14 City Clerk

14 By: D. Kegan Ed  
15 Deputy

By: Monika Radeva  
Clerk

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

APPROVED AS TO FORM:

18 By: Synthia M. Gonzalez  
19 for Thomas Oh, Chief Deputy  
Deputy County Counsel

By: William H. Ihrke  
WILLIAM H. IHRKE, City Attorney

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27 SH:AJ:DM:KC MT:TBD

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