

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



**ITEM: 3.10
(ID # 18075)**

MEETING DATE:
Tuesday, February 01, 2022

FROM : OFFICE OF ECONOMIC DEVELOPMENT:

SUBJECT: OFFICE OF ECONOMIC DEVELOPMENT: Approval of Fourth Amendment to the Memorandum of Understanding with the City of La Quinta for Management of the Library and Museum. District 4. [\$1,545,570 Total Cost - 100% City of La Quinta Library Fund]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Fourth Amendment to the Memorandum of Understanding with the City of La Quinta for management of the La Quinta Library and the La Quinta Museum through June 30, 2024, for a Total Amount of \$1,545,570; and
2. Authorize the Chair of the Board of Supervisors to execute this Fourth Amendment on behalf of the County.

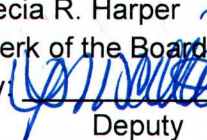
ACTION:


Suzanne Holland, Director of Office of Economic Development 1/24/2022

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, and Hewitt
Nays: None
Absent: Perez
Date: February 1, 2022
xc: O.E.D.

Kecia R. Harper
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	\$ 515,190	\$ 515,190	\$ 1,545,570	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: 100% City of La Quinta Library Fund			Budget Adjustment: N/A	
			For Fiscal Year: 21/22-23/24	

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 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.

On June 30, 2020 (M.O. 3.9), the Second Amendment was approved to 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.

On June 8, 2021 (M.O. 3.26), the Third Amendment was approved to extend the MOU for an additional year until June 30, 2022. RCLS and the City continue to work together towards safely reopening and operating the La Quinta Library, Museum, and Makerspace due to the COVID-19 pandemic.

This Fourth Amendment will extend the MOU for an additional two years until June 30, 2024. Additionally, the City desires to enhance Library, Museum, and Makerspace services by allocating additional funding for programming and Makerspace equipment maintenance.

County Counsel has approved the Fourth 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.

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

Attachments:

- 4th Amendment_Additional Funding Extension_2022- 2024

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**FOURTH 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 Fourth Amendment to the Memorandum of Understanding ("Fourth Amendment") is made and entered into this 1st day of February, 2022 ("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, sometimes collectively referred to as the "Parties".

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 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 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, the COUNTY and CITY entered into that certain Second Amendment to the Memorandum of Understanding dated June 30, 2020 setting for the terms and conditions to extend the MOU for one (1) year; and

WHEREAS, the COUNTY and CITY entered into that certain Third Amendment to the Memorandum of Understanding dated June 8, 2021 setting for the terms and conditions to extend the MOU for one (1) year; and

WHEREAS, the MOU, First Amendment, Second Amendment, and Third Amendment are collectively referred to herein as the "MOU As Amended"; and

WHEREAS, the CITY desires to allocate additional funding for Library and Museum programming and events; and

1 WHEREAS, the CITY desires to allocate additional funding for Makerspace operating
2 supplies and equipment maintenance; and

3 WHEREAS, both Parties have reached an agreement that they wish to extend the MOU
4 for two (2) years as set forth in writing in the form of this Fourth Amendment.

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

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

8 The term of the MOU As Amended will commence upon approval of this Fourth
9 Amendment by both Parties, expiring on June 30, 2024 ("Extension Term"). The terms and
10 conditions related to Makerspace Management shall remain in effect through and including June
11 30, 2024. CITY shall have one (1) option to extend the term of the MOU for one (1) year by written
12 amendment to the MOU ("Extension Option"). In order to exercise the Extension Option, CITY
13 must provide written notice to COUNTY of its desire to exercise said option at least thirty (30)
14 days prior to the end of the Extension Term.

15 2. **LIBRARY COLLECTION.** Section 3 of the MOU is hereby amended by the
16 following:

17 The City has elected to purchase additional collections and materials for use at La Quinta
18 Library. Upon prior written approval and authorization by the City, City agrees to reimburse the
19 County for County's actual costs of purchasing additional new library materials for La Quinta
20 Library from the City's Library Fund, in a total amount not to exceed \$120,000 per year (the
21 "Library Collection Not To Exceed Amount"). Library materials purchased with City Library monies
22 shall be and remain the property of City. In the event that the City withdraws from the RCLS, these
23 library materials purchased with City Library Funds shall remain the property of the City. The City
24 shall participate in the acquisition determinations of collection materials through LSSI. Collection
25 materials purchased for the La Quinta Branch Library shall be the property of the City and be
26 housed at the La Quinta Branch Library. Such collection materials shall not be permanently
27 transferred or moved from the La Quinta Library without the expressed written consent of the City.
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1 CITY shall allocate from the \$120,000 Library Collection Not To Exceed Amount, as
2 defined in the preceding paragraph, the amount of \$20,000 to be used for Library Community and
3 Cultural Programming and Events.

4 3. **MAKERSPACE FEE SCHEDULE.** Section 4.3 of the First Amendment is hereby
5 amended by the following:

6 Notwithstanding any provisions in the MOU to the contrary, CITY's obligation to provide
7 Makerspace Management revenues from any funding source whatsoever shall be subject to
8 CITY's annual budget and appropriation process for each fiscal year and, for each fiscal year
9 during the Term, shall not exceed (the "Makerspace Not To Exceed Amount") the lesser of either
10 (a) \$180,190, or (b) the income and revenues available to the CITY for Makerspace Management
11 services at the Makerspace in the fiscal year ("Makerspace revenue(s)"). In explanation of the
12 foregoing, the total cost of Makerspace Management will be approximately \$180,190 for FY 21-
13 22 and \$180,190 for each remaining fiscal years, but, in no event shall CITY incur any liability
14 under this MOU exceeding the Makerspace revenues available in any fiscal year during the Term
15 of this MOU.

16 CITY Makerspace revenues shall be used by COUNTY for employment of the Makerspace
17 Manager, additional technical staff, and by CITY for costs of administration of the Makerspace
18 incurred by CITY, including for timed allocated to such administration by City Manager or their
19 appointee. COUNTY shall deliver invoices or bills to CITY for Makerspace Management services
20 authorized under this MOU; provided, however, that CITY's obligation to pay COUNTY for any
21 bill or invoice is subject to the maximum amount of CITY Makerspace Management revenues
22 authorized for a fiscal year pursuant to this MOU. This cost assumes all contract staff and
23 operational expenses for the Makerspace.
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25 CITY shall be responsible for landscape maintenance, replacement or maintenance of
26 lighting, utilities, and repair or replacement relating to the Makerspace.
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1 CITY shall allocate from the Makerspace Not To Exceed Amount, as defined above, the
2 amount of \$10,000 to be used for Makerspace Operating Supplies and the amount of \$5,000 to
3 be used for Equipment Maintenance.

4 **4. MUSEUM FEE SCHEDULE.** Section 7 of the MOU is hereby amended by the following:

5 Notwithstanding any provisions in the MOU to the contrary, City's obligation to provide
6 museum management revenues from any funding source whatsoever shall be subject to City's
7 annual budget and appropriation process for each fiscal year and, for each fiscal year during the
8 Term, shall not exceed (the "Museum Not To Exceed Amount") the lesser of either (a) \$215,000,
9 or (b) the income and revenues available to the City for museum management services at the La
10 Quinta Museum in the fiscal year ("City museum management revenues"). In explanation of the
11 foregoing, the total cost of museum management will be approximately \$215,000 for FY 21-22
12 and \$215,000 for the remaining fiscal years, and, in no event shall City incur any liability under
13 this MOU exceeding income and revenues provided for any fiscal year during the Term of this
14 MOU.

15 City museum management revenues shall be used by COUNTY for employment of the
16 Museum Manager and by City for costs of administration of the La Quinta Museum incurred by
17 City, including for time allocated to such administration by the Deputy City Manager or an
18 appointee of the City Manager. COUNTY shall deliver invoices or bills to City for museum
19 management services authorized under this MOU; provided, however, that City's obligation to
20 pay COUNTY for any bill or invoice is subject to the maximum amount of City museum
21 management revenues authorized for a fiscal year pursuant to this MOU. This cost assumes all
22 contract staff and operational expenses for the museum.

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.

25 CITY shall allocate from the Museum Not To Exceed Amount, as defined above, the
26 amount of \$20,000 to be used for Museum Community and Cultural Programming and Events.
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1 5. **CAPITALIZED TERMS/ FOURTH AMENDMENT TO PREVAIL.** Unless defined herein
2 or the context requires otherwise, all capitalized terms herein shall have the meaning defined in
3 the MOU As Amended. The provisions of this Fourth Amendment shall prevail over any
4 inconsistency or conflicting provisions of the MOU As Amended, and shall supplement the
5 remaining provisions thereof.

6 6. **MISCELLANEOUS.** Except as amended or modified herein, all the terms of the MOU As
7 Amended shall remain in full force and effect and shall apply with the same force and effect. Time
8 is of the essence in this Fourth Amendment and the MOU As Amended and each and all of their
9 respective provisions. Subject to the provisions of the MOU As Amended as to assignment, the
10 agreements, conditions and provisions herein contained shall apply to and bind the heirs,
11 executors, administrators, successors and assigns of the Parties hereto. If any provisions of this
12 Fourth Amendment or the MOU shall be determined to be illegal or unenforceable, such
13 determination shall not affect any other provision of the MOU As Amended and all such other
14 provisions shall remain in full force and effect. The language in all parts of the MOU As Amended
15 shall be construed according to its normal and usual meaning and not strictly for or against either
16 COUNTY or CITY.

17 All other terms and conditions of the MOU As Amended shall remain unchanged and shall
18 remain in full force and effect.

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21 [Signatures on following page]
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1 IN WITNESS WHEREOF, COUNTY and CITY have caused this Fourth Amendment to
2 be duly executed this 1ST day of February, 2022.

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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:  _____
7 **JEFF HEWITT**, Chair
Board of Supervisors

By:  _____
Jon McMillen, City Manager

8
9 ATTEST:
Kecia R. Harper
10 Clerk of the Board


ATTEST:
Monika Radeva
City Clerk

11
12 By:  _____
13 Deputy

By:  _____
Monika Radeva, City Clerk

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

APPROVED AS TO FORM:

16
17 By:  _____
18 Ryan Yabko
19 Deputy County Counsel

By:  _____
William H. Ihrke, City Attorney