

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



ITEM: 3.21
(ID # 25285)

MEETING DATE:
Tuesday, July 09, 2024

FROM : OFFICE OF ECONOMIC DEVELOPMENT

SUBJECT: OFFICE OF ECONOMIC DEVELOPMENT: Ratification and Approval of the Memorandum of Understanding Between the City of La Quinta and the County of Riverside for Management of the La Quinta Branch Library and the La Quinta Museum. District 4. [\$0 - 100% City Funds]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify, approve, and authorize the Chairman of the Board of Supervisors to sign the attached Memorandum of Understanding between the City of La Quinta and the County of Riverside for management of the La Quinta Branch Library and the La Quinta Museum.

ACTION:


Suzanne Holland, Director of Office of Economic Development 6/11/2024

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: July 9, 2024
xc: OED

Kimberly A. Rector
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: 100% City Funds			Budget Adjustment: N/A	
			For Fiscal Year: 24/25-28/29	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On August 18, 2015 (Agenda Item 3-26), The Board of Supervisors approved the Memorandum of Understanding (MOU) between the City of La Quinta and the County of Riverside for the management of the La Quinta Branch Library and the La Quinta Museum. That MOU and subsequent amendments expired on June 30, 2024. The attached MOU has been developed by the Riverside County Office of Economic Development and the City of La Quinta to memorialize operations for fiscal years 2024/2025 through 2028/2029.

Under the terms of this MOU, the City will continue to partner with the County of Riverside through the Riverside County Library System. Any and all expenses incurred as a result of the MOU will be part of the Riverside County Library System budget utilizing the funds received through the city of La Quinta for library services.

Staff recommends approval of the MOU, which the City of La Quinta has executed.

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

Impact on Residents and Businesses

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

Additional Fiscal Information

This MOU provides for an operating budget of \$1,454,045 for FY 24/25 with a 3% annual escalator:

- \$927,000 for library operations
- \$120,000 for library collections/materials
- \$221,450 for museum operations
- \$185,595 for makerspace operations

ATTACHMENTS

- La Quinta Branch Library Management MOU


Aaron Gellis, Chief of Deputy County Counsel 6/25/2024

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

This Memorandum of Understanding (“MOU”) is made and entered into by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California (“COUNTY”), and the CITY OF LA QUINTA, a California municipal corporation (“City”).

RECITALS

WHEREAS, the COUNTY has entered into an agreement with Library Systems & Services, LLC, a Maryland limited liability company (“LSS”), for contracted services for the Riverside County Library System (“RCLS”) for the provision of library services; and

WHEREAS, the City and COUNTY desire to enhance the delivery of library and museum services within the City, and have reached an agreement that they wish to set forth in writing in the form of this MOU.

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

SECTION 1: TERM

This MOU shall take effect on July 1, 2024, and shall remain in effect through and including June 30, 2029 (the “Term”). The City or COUNTY may request an extension of this MOU with modified terms. If either the City or COUNTY desires to extend the Term of this MOU on modified terms, the City and County shall negotiate in good faith to extend this MOU. Unless otherwise agreed to by the City and COUNTY, any extension to this MOU would use the then existing service levels, building size, etc. as the floor of acceptable standards for the future library and museum service. The City fully reserves its rights to withdraw from the RCLS and/or management contract of museum pursuant to existing laws and regulations, effective with the

1 expiration of this MOU or subsequent extensions. Any extension(s) shall be memorialized by
2 written amendment.

3 **SECTION 2: HOURS OF OPERATION – LA QUINTA BRANCH LIBRARY**

4 During the Term of this MOU, the La Quinta Branch Library, located at 78-275 Calle
5 Tampico (“La Quinta Library” or “La Quinta Branch Library”), shall be open: a minimum of seven
6 (7) days per week, including four (4) evenings; and be open a minimum of fifty-two (52) hours
7 per week.
8

9 **2.1 HOURS OF OPERATION – LA QUINTA MUSEUM**

10 Using contract staff provided by LSS, the County will provide forty (40) hours per week
11 of management services to the City for the purpose of operating the La Quinta Museum.

12 **SECTION 3: LIBRARY COLLECTION**

13 The City has elected to purchase additional collections and materials for use at La Quinta
14 Library. Upon prior written approval and authorization by the City, City agrees to reimburse the
15 County for County’s actual costs of purchasing additional new library materials for La Quinta
16 Library from the City’s Library Fund, in a total amount not to exceed \$120,000.00 per year
17 (“Library Collection Not to Exceed Amount”). Library materials purchased with City Library
18 monies shall be and remain the property of City. In the event that the City withdraws from the
19 RCLS, these library materials purchased with City Library Funds shall remain the property of the
20 City. The City shall participate in the acquisition determinations of collection materials through
21 LSS. Collection materials purchased for the La Quinta Branch Library shall be the property of the
22 City and be housed at the La Quinta Branch Library. Such collection materials shall not be
23 permanently transferred or moved from the La Quinta Library without the expressed written
24 consent of the City.
25
26
27
28

1 City shall allocate from the \$120,000 Library Collection Not to Exceed Amount, as defined
2 in the preceding paragraph, the amount of \$20,000 to be used for Library Community and Cultural
3 Programming and Events.

4 **SECTION 4: LIBRARY FUNDING AND SERVICE**

5 COUNTY, through LSS, shall work cooperatively with the City to identify funding/grant
6 opportunities for various programs and services connected with the library facility.

7 COUNTY shall have a minimum of one (1) Librarian holding a Master's Degree in Library
8 Sciences serving full-time at the La Quinta Branch Library. COUNTY and City will work together
9 on appropriate: A) staffing levels, B) hours of operation, and C) levels of service; all commensurate
10 with the needs of the 20,000 square-foot library. Final determination on A, B, and C shall be at
11 the sole discretion of the City based upon input of COUNTY and LSS.

12 During each fiscal year, COUNTY shall expend one hundred percent (100%) of City
13 Library Revenues (defined below) on library services at the La Quinta Library until the end of that
14 fiscal year, when any remaining City Library Revenues shall be allocated to the City Library Fund
15 (defined below) pursuant to this MOU.

16 Notwithstanding any provisions in the MOU to the contrary, City's obligation to provide
17 library revenues from any funding source whatsoever shall be subject to City's annual budget and
18 appropriation process for each fiscal year, and, for each fiscal year during the Term, shall not
19 exceed the following amounts for the following services (the "City Library Revenues"):

20 (1) For Library Management, City's obligation shall not to exceed the lesser of either
21 (a) \$927,000.00, of which no more than \$206,000.00 is to be used or attributed to COUNTY
22 overhead costs, or (b) the income and revenues available to the City for Library Management
23 services at the La Quinta Library in the fiscal year, with an annual escalator of three percent (3%)
24 per fiscal year for each remaining fiscal year; and
25
26
27
28

1 (2) For Library Materials, City's obligation not to exceed the lesser of either (a)
2 \$120,000.00, or (b) the income and revenues available to the City for Library Materials at the La
3 Quinta Library in the fiscal year.

4 For purposes of this MOU, "Library Management" means staffing, use of utilities,
5 customer service and check out, reference and research services, collection and circulation
6 services, and year round library programs appropriate for all ages, "Library Materials" means
7 books, e-books, audio books, DVDs and all other types of publications in whatever media that
8 may be used in the La Quinta Library as determined by City and consistent with the provisions in
9 Section 3 of this MOU. In explanation of the foregoing library revenues, estimated expenditures
10 including staffing, utilities, collections and materials for Fiscal Year 2024/2025 are \$927,000,
11 including estimated COUNTY operating expenditures for Fiscal Year 2024/2025 of \$206,000.00,
12 with an annual escalator of three percent (3%) per fiscal year for each remaining fiscal year, and,
13 in no event shall City incur any liability under this MOU exceeding income and revenues provided
14 for any fiscal year during the Term of this MOU. COUNTY shall allocate applicable COUNTY
15 operating expenses for the La Quinta Library.

16 At the end of each fiscal year during the Term of the MOU, once all City Library Revenues
17 are paid or deducted for COUNTY-incurred expenses pursuant to this MOU, one hundred percent
18 (100%) of the remaining balance of the library revenues from that fiscal year shall be transferred
19 to the City Library Fund, maintained and administered by City (the "City Library Fund").
20 COUNTY shall present said expenses to the City for review prior to transferring funds to the City
21 Library Fund. The first transfer to the City Library Fund shall be made by February 15 of each
22 fiscal year. A second transfer will be made by August 15 of the fiscal year immediately subsequent
23 to the prior fiscal year. A final reconciliation and payment shall be completed by September 30 of
24 the fiscal year immediately subsequent to the prior fiscal year to allow for any year-end fiscal
25 closing procedures of either City or COUNTY related to the prior fiscal year. Late transfers or
26
27
28

1 payments by COUNTY to the City Library Fund shall result in the City charging COUNTY
2 interest, at the City pooled rate during the time of delinquency, based on the amount of the payment
3 and the number of days the payment is late. Once deposited, the funds in the City Library Fund
4 shall be the sole property and shall be under the exclusive control of the City. The City shall have
5 the right, at its sole discretion, to withdraw and use the moneys in the City Library Fund on any
6 and all library-related expenditures including, but not limited to: (1) reimbursement for any City-
7 paid cost and expense for the La Quinta Branch Library, including but not limited to perimeter
8 landscape installation, maintenance or replacement, lighting, custodial services, utilities,
9 maintenance, replacement, and repair expenses relating to the La Quinta Branch Library, including
10 replacement funds; (2) artwork or other enhancement expenditure in or around the La Quinta
11 Branch Library; and (3) any and all other library-related expenses as deemed appropriate by the
12 City.
13

14 In the event that State Library revenues decrease significantly, City and County reserve the
15 right to revisit and/or renegotiate this MOU.
16

17 **SECTION 5: MUSEUM SCOPE OF WORK**

18 **5.1** Using contract staff provided by LSS, the County shall provide forty (40) hours per
19 week of management services to City for the purpose of operating the La Quinta Museum located
20 at 77-885 Avenida Montezuma ("La Quinta Museum"). COUNTY shall provide a museum
21 manager who shall have a Bachelor of Science in Museum Management or closely related field
22 (such as History, Humanities) (the "Museum Manager"), who shall have expertise in the following
23 areas:
24

- 25 a) Local history
- 26 b) Cultural programming
- 27 c) Facilities management
- 28 d) Personnel management

- e) Budgeting
- f) Community Relations
- g) Outreach and volunteers coordination
- h) Customer Services
- i) Working with numerous outside organizations

5.2 During the period of management the Museum Manager shall perform the following tasks:

- a) Onsite management of the daily operations of the Museum forty (40) hours per week
- b) Hire and manage the Museum staff
- c) Direct special projects, including the installation of special exhibits
- d) Stewardship of the assets of the Museum and museum collections
- e) Represent the Museum to the public, press, local government, local history groups, and other organizations and individuals
- f) Manage the work of museum volunteers
- g) Publicize and promote museum activities, programs and exhibits
- h) Advise the City on matters pertaining to the operation of the Museum
- i) Other tasks associated with the operation of the Museum as required by the City

5.3 The Museum Manager provided by LSS shall report to the City's Director of Community Services. The Museum Manager shall meet and coordinate with the City's Director of Community Services on an as needed basis. While the day-to-day operations of the Museum shall be carried out by the Museum Manager, the overall management of the Museum shall be under the direction of the City Manager appointee.

SECTION 6: MUSEUM EXPENSES

1 **6.1** The parties acknowledge and agree that monies from the City Library Fund shall
2 be used for all Museum operating expenses, including the payment of the fee outlined in Section
3 7, below.

4 **6.2** The Museum Manager shall work with the City Manager or City Manager
5 appointee to prepare an annual operating budget and maintain expenses within the budget.

6 **6.3** Any sales from the museum store and admissions will be deposited into the La
7 Quinta Museum revenue accounts maintained and administered by City (the "Museum revenue
8 accounts") and shall be the sole property of the City. All expenses for inventory of the store shall
9 be included within the approved operating budget. All pricing for museum store items will be
10 approved by the City's Director of Community Services.

12 **SECTION 7: MUSEUM FEE SCHEDULE**

13 Notwithstanding any provisions in the MOU to the contrary, City's obligation to provide
14 museum management revenues from any funding source whatsoever shall be subject to City's
15 annual budget and appropriation process for each fiscal year and, for each fiscal year during the
16 Term, shall not exceed (the "Museum Not to Exceed Amount") the lesser of either (a)
17 \$221,450.00, or (b) the income and revenues available to the City for museum management
18 services at the La Quinta Museum in the fiscal year ("City Museum Management Revenues"). In
19 explanation of the foregoing, the total cost of museum management will be approximately
20 \$221,450.00 for FY 24-25 with an annual escalator of three percent (3%) per fiscal year for the
21 remaining fiscal years, and, in no event shall City incur any liability under this MOU exceeding
22 income and revenues provided for any fiscal year during the Term of this MOU.

23 City Museum Management Revenues shall be used by COUNTY for employment of the
24 Museum Manager and by City for costs of administration of the La Quinta Museum incurred by
25 City, including for time allocated to such administration by the City Manager or an appointee of
26 the City Manager. CITY shall allocate from the Museum Not To Exceed Amount, the amount of
27
28

1 \$20,000.00 to be used for Museum Community and Cultural Programming and Events. COUNTY
2 shall deliver invoices or bills to City for museum management services authorized under this
3 MOU; provided, however, that City's obligation to pay COUNTY for any bill or invoice is subject
4 to the maximum amount of City Museum Management Revenues authorized for a fiscal year
5 pursuant to this MOU. This cost assumes all contract staff and operational expenses for the
6 museum.

7
8 City shall be responsible for landscape maintenance, custodial services, replacement or
9 maintenance of lighting, utilities, and repair or replacement relating to the museum.

10 **SECTION 8: MAKERSPACE FEE SCHEDULE**

11 Notwithstanding any provisions in the MOU to the contrary, CITY's obligation to provide
12 Makerspace Management revenues from any funding source whatsoever shall be subject to
13 CITY's annual budget and appropriation process for each fiscal year and, for each fiscal year
14 during the Term, shall not exceed (the "Makerspace Not To Exceed Amount") the lesser of either
15 (a) \$185,595.00, or (b) the income and revenues available to CITY for Makerspace Management
16 services at the Makerspace in the fiscal year ("Makerspace Revenue(s)"). In explanation of the
17 foregoing, the total cost of Makerspace Management will be approximately \$185,595.00 for FY
18 24-25 with an annual escalator of three percent (3%) per fiscal year for each remaining fiscal year,
19 but in no event shall CITY incur any liability under this MOU exceeding the Makerspace revenues
20 available in any fiscal year during the Term of this MOU.

21
22 CITY Makerspace revenues shall be used by COUNTY for employment of the Makerspace
23 Manager, additional technical staff, and by CITY for costs of administration of the Makerspace
24 incurred by CITY, including time allocated to such administration by City Manager or their
25 appointee. COUNTY shall deliver invoices or bills to CITY for Makerspace Management services
26 authorized under this MOU; provided, however, that CITY's obligation to pay COUNTY for any
27 bill or invoice is subject to the maximum amount of CITY Makerspace Management revenues
28

1 authorized for a fiscal year pursuant to this MOU. This cost assumes all contract staff and
2 operational expenses for the Makerspace.

3 CITY shall be responsible for landscape maintenance, replacement or maintenance of
4 lighting, utilities, and repair or replacement to the Makerspace.

5 CITY shall allocate from the Makerspace Not to Exceed Amount, as defined above, the
6 amount of \$10,000.00 to be used for Makerspace Operating Supplies and the amount of \$5,000.00
7 to be used for Equipment Maintenance.

8
9 **SECTION 9: REPORTS/MEETINGS**

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

19 **SECTION 10: CITY WITHDRAWAL FROM COUNTY LIBRARY SYSTEM;**
20 **STATUS OF LIBRARY COLLECTION, FURNISHINGS, FURNITURE, ETC.**

21 **10.1** All items purchased with City revenues (including City Library Revenues and City
22 Museum Management Revenues) shall be the sole property of the City. In addition, if the City
23 decides at a future date to withdraw from the RCLS, City shall be granted the ownership of the
24 then existing collection, equipment, furniture, or furnishings or for any collection materials,
25 equipment, furniture or furnishing purchased prior to or during the term of this MOU for use at the
26 La Quinta Branch Library.
27
28

1 City and COUNTY have agreed that in recognition of the City of La Quinta's contributions
2 to the RCLS, over the past years, City will be given full credit for the value of the library collection
3 and equipment and will be granted ownership of the then existing collection and equipment
4 without additional payment.

5 **10.2** To ensure seamless access to the City's library collection by RCLS patrons, if the
6 City withdraws from the RCLS at the expiration of this MOU, City will strongly consider options
7 to link its automated collection management system with COUNTY'S either (i) by contracting
8 with COUNTY for operation of the City's system, or (ii) by the City paying all costs to establish
9 a fully interactive link between the City's automated system and COUNTY'S system.
10

11 **10.3** If the City withdraws from the RCLS at the expiration of this MOU, the City will
12 endeavor to become a member of the Inland Library System preserving their citizens' access to
13 holdings in other public libraries in the Inland area (and vice versa).
14

15 **SECTION 11: DEFAULT OF COUNTY**

16 **11.1** Pursuant to the terms of this MOU, COUNTY'S failure to comply with the
17 provisions of this MOU shall constitute a default. In the event that COUNTY is in default under
18 the terms of the MOU, City shall have no obligation or duty to continue compensating COUNTY
19 for any work performed after the date of default and can terminate this MOU immediately by
20 written notice to COUNTY. If such failure by COUNTY to make progress in the performance of
21 work hereunder arises out of causes beyond COUNTY'S control, and without fault or negligence
22 of COUNTY, it shall not be considered a default.
23

24 **11.2** If the City Manager or designee determines that COUNTY is in default in the
25 performance of any of the terms of conditions of this MOU, City shall serve COUNTY with written
26 notice of the default. COUNTY shall have (10) business days after service upon it of said notice
27 in which to cure the default by rendering a satisfactory performance. In the event that COUNTY
28 fails to cure its default within such period of time, City shall have the right, notwithstanding any

1 other provision of this MOU, to terminate this MOU without further notice and without prejudice
2 to any other remedy to which it may be entitled at law, in equity or under this MOU.

3 **SECTION 12: INDEMNIFICATION AND HOLD HARMLESS**

4 **12.1** Indemnification by City. City shall indemnify and hold COUNTY, LSS, their
5 officers, agents, employees and independent contractors free and harmless from any claim or
6 liability whatsoever, based or asserted upon any act or omission of City, its officers, agents,
7 employees, volunteers subcontractors, or independent contractors, for property damage, bodily
8 injury or death, or any other element of damage of any kind or nature arising out of the performance
9 of this MOU to the extent that such liability is imposed on COUNTY by the provisions of
10 California Government Code Section 895.2 or other applicable law, and City shall defend at its
11 expense, including attorney fees, COUNTY, LSS, their officers, agents, and employees and
12 independent contractors in any legal action or claim of any kind based upon such alleged acts or
13 omissions.
14

15 **12.2** Indemnification by COUNTY. COUNTY shall indemnify and hold City, its
16 officers, agents, employees and independent contractors free and harmless from any claim or
17 liability whatsoever, based or asserted upon any act or omission of COUNTY, LSS, their officers,
18 agents, employees, volunteers, subcontractors, or independent contractors, for property damage,
19 bodily injury or death, or any other element of damage of any kind or nature arising out of the
20 performance of this MOU to the extent that such liability is imposed on City by the provisions of
21 California Government Code Section 895.2 or other applicable law, and COUNTY shall defend at
22 its expense, including attorney fees, City, its officers, agents, employees and independent
23 contractors in any legal action or claim of any kind based upon such alleged acts or omissions.
24
25

26 **SECTION 13: INSURANCE**

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

4 **SECTION 14: NOTICES**

5 Any notices which either party may desire to give to the other party under this MOU must
6 be in writing and may be given either by (i) personal service (ii) delivery by reputable document
7 delivery service, such as but not limited to, Federal Express, that provides a receipt showing the
8 date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid,
9 return receipt requested, addressed to the address of the party as set forth below or at any other
10 address as that party may later designate by Notice. Notice shall be effective upon delivery to the
11 addresses specified below or on the third business day following deposit with the document
12 delivery service or United States Mail as provided above.
13

14
15 To City: City of La Quinta
16 Mailing Address:
17 78-495 Calle Tampico
18 La Quinta, California 92247-1504
19 Attn: Community Services Director

20 To County: County of Riverside
21 3403 10th Street, Suite 400
22 Riverside, CA 92501
23 Attn: COUNTY Library Administrator

24 **SECTION 15: COMPLETE AGREEMENT**

25 Notwithstanding the foregoing, it is intended that this MOU sets forth the full and entire
26 understanding of the parties regarding the matters set forth herein.

27 Any agreement, alteration, understanding, variation, waiver, or modification of any of the
28 terms or provisions contained herein shall not be binding upon the parties hereto unless made and

1 executed in writing by all parties hereto, and if required, approved, and implemented by the La
2 Quinta City Council and the County Board of Supervisors.

3 The waiver of any breach, term, or condition of this MOU by either party shall not
4 constitute a precedent in the future enforcement of all its terms and provisions.

5 The invalidity of any provision in this MOU as determined by a court of competent
6 jurisdiction shall in no way affect the validity of any other provision hereof.

7
8 This Agreement may be executed in any number of counterparts, each of which will be an
9 original, but all of which together will constitute one instrument. Each party of this Agreement
10 agrees to the use of electronic signatures, such as digital signatures that meet the requirements of
11 the California Uniform Electronic Transactions Act ((“CUETA”) Cal. Civ. Code §§ 1633.1 to
12 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of
13 the parties included in this Agreement are intended to authenticate this writing and to have the
14 same force and effect as manual signatures. Electronic signature means an electronic sound,
15 symbol, or process attached to or logically associated with an electronic record and executed or
16 adopted by a person with the intent to sign the electronic record pursuant to the CUETA as
17 amended from time to time. The CUETA authorizes use of an electronic signature for transactions
18 and contracts among parties in California, including a government agency. Digital signature means
19 an electronic identifier, created by computer, intended by the party using it to have the same force
20 and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For
21 purposes of this section, a digital signature is a type of "electronic signature" as defined in
22 subdivision (i) of Section 1633.2 of the Civil Code.
23
24

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

1 The MOU is hereby executed and/or ratified by and between the following authorized
2 representatives of the City and County.

3 ///

4 ///

5 IN WITNESS WHEREOF, County and City have caused this MOU to be duly executed
6 this 09 day of July, 2024.

8 COUNTY OF RIVERSIDE:

CITY OF LA QUINTA:

9
10 By: Chuck Washington
11 Chuck Washington, Chairman
Board of Supervisors

By: Jon McMillen
Jon McMillen, City Manager

13 ATTEST:
14 Kimberly A. Rector
Clerk of the Board

ATTEST:
Monika Radeva
City Clerk

15
16 By: Monika Radeva
17 Deputy

By: Monika Radeva 6/20/24
Clerk

18 APPROVED AS TO FORM:
19 Minh C. Tran
County Counsel

APPROVED AS TO FORM:

20
21 By: Ryan Yabko
22 Ryan Yabko
Deputy County Counsel

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