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



ITEM: 3.16 (ID # 27223) MEETING DATE: Tuesday, April 01, 2025

Kimberly A. Rector

Clerk of the Board

Deputy

FROM: OFFICE OF ECONOMIC DEVELOPMENT

SUBJECT: OFFICE OF ECONOMIC DEVELOPMENT: Approval of Amendment No. 1 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 Amendment No. 1 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 Chair of the Board of Supervisors to execute the First Amendment on behalf of the County.

ACTION:Policy

Suzanno Holland
Suzanno Hollan

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes:

Medina, Spiegel, and Perez

Nays:

None

Absent:

Washington and Gutierrez

Date:

April 1, 2025

XC:

OED

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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: City of La Quinta Library Fund 100%			Budget Adjus	tment: No
			For Fiscal Yea	ar: 25/26-28/29

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On July 9, 2024, the Board of Supervisors approved item 3.21, Ratification and Approval of the Memorandum of Understanding (MOU) between the City of La Quinta (City) and the County of Riverside for management of the La Quinta Library and La Quinta Museum. It has been negotiated by 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.

The purpose of Amendment No. 1 is to add the operation of a dedicated Mobile Library Resource Van to supplement the library services to the City of La Quinta. The City desires to enhance Library services by allocating additional funding for the purchase and operations of this Mobile Library Resource Van.

County Counsel has approved Amendment No. 1 as to legal form and the La Quinta City Council has approved the First Amendment.

Impact on Residents and Businesses

This MOU continues to provide library and museum services and now mobile library services to the residents of the City of La Quinta.

ATTACHMENTS

Attachment A. Amendment No. 1 to MOU

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Aaron Gettis, Chief of Deput Counsel 3/17/2025

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FIRST 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 First Amendment to the Memorandum of Understanding ("First Amendment") is made and entered into this 1st day of 1st day of 1st day of 2025 ("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 July 9, 2024 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 ("LSS") for contracted services for the Riverside County Library System ("RCLS") for the provision of library services; and

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

WHEREAS, the CITY desires to allocate additional funding for the purchase and operation of a dedicated mobile library resource van and incorporate Exhibit A into the MOU As Amended.

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

- LIBRARY FUNDING AND SERVICE. Section 4 of the MOU is hereby amended by adding the following:
- (3) For the purchase of a mobile library resource van, City's obligation shall not exceed \$280,000 for Option 2 (Enhanced) as referenced in Exhibit A, attached hereto and incorporated herein. The initial cost of \$280,000 is a one-time start-up cost and will not be a recurring annual expense. For operation of the mobile library resource van, City's obligation shall not exceed \$396,800 for Option B as referenced in Exhibit A, with an annual escalator of three Page 1 of 3

percent (3%) per fiscal year for each remaining fiscal year. The terms of this Section 4(3) will commence upon the delivery of the mobile library resource van for operations within City, expiring on June 30, 2029 ("Original Term") unless otherwise extended as agreed to by both parties.

- 2. 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 MOU As Amended. The provisions of this First Amendment shall prevail over any inconsistency or conflicting provisions of the MOU As Amended and shall supplement the remaining provisions thereof.
- 3. **MISCELLANEOUS**. Except as amended or modified herein, all the terms of the MOU As Amended 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 MOU As Amended and each and all of their respective provisions. Subject to the provisions of the MOU As Amended as to assignment, the agreements, conditions and provisions herein contained shall apply to and bind the heirs, executors, administrators, successors and assigns of the Parties hereto. If any provisions of this First Amendment or the MOU shall be determined to be illegal or unenforceable, such determination shall not affect any other provision of the MOU As Amended and all such other provisions shall remain in full force and effect. The language in all parts of the MOU As Amended shall be construed according to its normal and usual meaning and not strictly for or against either COUNTY or CITY.

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

[Signatures on following page]

1	IN WITNESS WHEREOF, COUNTY and CITY have caused this First Amendment to b		
2	duly executed this _\st day of APY21L	_, 2025.	
3			
4	COUNTY OF RIVERSIDE, a political subdivision of the State of California	CITY OF LA QUINTA, a California municipal corporation	
5	2. M. S.		
6	Ву:	By:	
7	V. Manuel Perez, Chair Board of Supervisors	Jon McMitten, City Manager	
8			
9	ATTEST: Kimberly A. Rector	ATTEST: Monika Radeva	
10	Clerk of the Board	City Clerk	
11		1. 1/11	
12	Bu Mittatalian	By: 10/11/2025	
13	By:	Monika Radeva, City Clerk	
14	APPROVED AS TO FORM:	APPROVED AS TO FORM:	
15	Minh C. Tran County Counsel	ATTHOVED ACTOTION.	
16	County Counsel		
17	1		
18	By:Ryan Yabko	By: William H. Ihrke, City Attorney	
19	Deputy County Counsel		
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24	G:\Library\CONTRACTS\City of La Quinta - MOU\MOU_2024-2029\1	st Amendment, resource van door	
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EXHIBIT A

ONE-TIME (STARTUP) COSTS	Option 1 (Basic)	Option 2 (Enhanced)
Resource Van/Bookmobile (DMV Fees, Insurance)	\$157,000	\$177,000
Supplies and Equipment	\$68,000	\$80,000
Databases, IT Services, Subscriptions,	\$1,500	\$3.000
Library Collection and Materials	\$5,000	\$20,000
TOTAL	\$231,500	\$280,000

Option 1: Basic startup costs for a Library Connect Resource Van currently used by RCLS fleet. Allows for storage and transport of outdoor booths to provide mobile wi–fi, laptops, printing, and a small collection of materials for checkout. Opportunities for on–site programming, such as storytimes or technology literacy classes, are provided. Patrons may also request and pick up holds of any book in the RCLS collection.

Option 2: Includes everything from Option 1 with the addition of a generator to sustain two evaporative coolers and charging capabilities. Also included are technology and supplies requested by the La Quinta Branch Manager (i.e., portable 3D printer and microscopes)

ANNUAL COSTS	Option A	Option B	Option C
Van Operations (Public Services, IT, courier Insurance, Mileage, Maintenance)	\$323,800	\$353,800	\$383,800
Programs, Services, Instruction and Events	\$10,000	\$20,000	\$30,000
Databases, IT Service, Subscriptions	\$1,500	\$3,000	\$5,000
Supplies and Equipment	\$7,500	\$10,000	\$15,000
Library Collection and Materials	\$5,000	\$10,000	\$15,000
TOTAL	\$347.800	\$396,800	\$448,800

Option A: Basic operating costs for programs and services for the public, as well as ongoing replacement and maintenance of van, supplies, and equipment.

Option B: Includes everything from Option A with additional capacity for programs and services such as special guest performers.

Option C: Everything from Option B and C, plus weekend events. Further increase of special events and programming opportunities.