

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



**ITEM: 3.48
(ID # 27834)**

MEETING DATE:

Tuesday, June 10, 2025

FROM : OFFICE OF ECONOMIC DEVELOPMENT

SUBJECT: OFFICE OF ECONOMIC DEVELOPMENT: Approval of the Fifth Amendment to Professional Services Agreement with Library Systems and Services, LLC for Provision of County Library Services, All Districts, [\$11,706,692], County Library Fund 100% (4/5 Vote Required)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached Fifth Amendment to Professional Services Agreement (Amendment) with Library Systems and Services, LLC, a Maryland limited liability company (LS&S), for the provision of County library services;
2. Authorize the Chair of the Board of Supervisors to execute the Amendment on behalf of the County;
3. Authorize the Director of Office of Economic Development and/or designee to accept and manage any grant opportunities to further the operations of the Riverside County Library System;
4. Authorize the Director of Office of Economic Development and/or Designee, based on the availability of fiscal funding and as approved as to form by County Counsel, to sign amendments that exercise the options of the Amendment including modifications of the scope of services that stay within the intent of the Amendment; and sign amendments to the compensation provisions that do not exceed the sum total of ten percent (10%) of the total annual cost of the amendment; and,
5. Approve and direct the Auditor-Controller to make the budget adjustment shown in Schedule A.

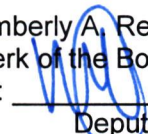
ACTION:4/5 Vote Required


Suzanne Holland, Director of Office of Economic Development 5/15/2025

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Medina, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: June 10, 2025
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	\$802,246	\$2,786,214	\$11,706,692	\$1,057,128
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: County Library Fund 100%			Budget Adjustment: Yes	
			For Fiscal Year: 24/25-32/33	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Riverside County Library System (RCLS) has been under an agreement with Library Systems and Services, LLC, a Maryland limited liability company (LS&S) since July 1, 1997. On June 19, 2018, the Board of Supervisors approved the Professional Services Agreement with LS&S for the provision of RCLS services to all 34 branches in RCLS through June 30, 2023. The third amendment extended the agreement from July 1, 2023 through June 30, 2028. The fifth amendment will exercise the option of a five (5) year extension through June 30, 2033 to maintain core County library services and align with the development of new and improved libraries.

In March 2022, the Riverside County Board of Supervisors approved the Calimesa Library Facility Project and preliminary budget to begin the design and construction of a new 5,500 square foot Calimesa Library located in the city of Calimesa and the Lakeland Village Library Facility Project and preliminary budget to begin the design and construction of a new 7,500 square foot Lakeland Village Library. RCLS has allotted additional funding to procure new books and materials for these new facilities. The expanded size of the libraries for these communities also requires additional staffing provided by LS&S. These costs are reflected in the amendment.

The County contracts and partners with several cities for requested additional library operations and services as reflected in each Board approved city contract. On April 1, 2025, the Board approved an amendment to the MOU with the City of La Quinta for the purchase and operation of a dedicated mobile library resource van.

Riverside County's population has expanded significantly over the last five years, increasing the demand for library services. As a public investment, library programming and services are transforming lives and communities while advocating for lifelong learning. LS&S and RCLS work closely to optimize the experience at each library branch. Managing operational costs LS&S provides the County of Riverside patrons with enhanced programming and services through knowledgeable and committed staffing. Library core services include the daily routine, coordinated and expected business of RCLS to include appropriate staffing levels, automation services, and courier services. In order to maintain a strong, qualified workforce included are salary adjustments to maintain equity within similar classifications and providing for a Cost-of-Living Adjustment (COLA) of 3% for employees to remain competitive with neighboring counties, help with inflation, and for employee retention.

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Impact on Residents and Businesses

Libraries provide access to information and resources and are a vital hub for learning, promoting literacy and support personal and economic development. Increased programming and staffing will allow RCLS to continue to enhance operations and meet the increased service needs of patrons and partner cities. Providing excellent library services to the residents of Riverside County is part of the RCLS mission.

Additional Fiscal Information

FY 2024/25	\$ 802,246
FY 2025/26	\$ 2,786,214
FY 2026/27	\$ 3,875,640
FY 2027/28	\$ 4,242,592

A budget adjustment is necessary at this time and no net county cost will be incurred.

This Fifth Amendment to Professional Services Agreement has been approved as to form by County Counsel.

SCHEDULE A

Increase estimated revenues:

21200-1900700000-781000 Contractual Revenue \$802,246

Increase appropriations:

21200-1900700000-530280 Private Care Provider \$522,246

21200-1900700000-536240 Other Contract Agencies \$280,000

ATTACHMENTS (if any, in this order):

Fifth Amendment to Professional Services Agreement

Exhibit B

Schedule A


Jacqueline Ruiz, Principal Analyst

6/4/2025


Stephanie Nelson

5/20/2025


Aaron Gettis, Chief of Deputy County Counsel

5/22/2025

**FIFTH AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN COUNTY OF RIVERSIDE AND
LIBRARY SYSTEMS AND SERVICES, LLC FOR LIBRARY SERVICES**

This Fifth Amendment, made and entered into this 10 day of June, 2025 ("effective date"), by and between LIBRARY SYSTEMS AND SERVICES, LLC ("CONTRACTOR"), a Maryland limited liability company, and the COUNTY OF RIVERSIDE ("COUNTY"), a political subdivision of the State of California, sometimes collectively referred to herein as the "Parties."

RECITALS

CONTRACTOR and COUNTY entered into that certain Professional Services Contract Agreement dated June 19, 2018, pursuant to which CONTRACTOR has agreed to provide library services to COUNTY ("Original Agreement").

The Original Agreement has been amended by that certain First Amendment to Professional Services Contract Agreement dated April 27, 2021, by and between CONTRACTOR and COUNTY (the "First Amendment"), whereby the Parties amended the Original Agreement to extend library services to the three newly built branches and account for other related changes.

The Second Amendment to the Professional Services Contract Agreement dated February 1, 2022, by and between CONTRACTOR and COUNTY (the "Second Amendment"), whereby the Parties amended the Original Agreement to extend library programming and services, provide resources for two additional mobile libraries, and update the services and compensations to reflect recent contract changes with city partners.

The Third Amendment to the Professional Services Contract Agreement dated June 15, 2023, by and between CONTRACTOR and COUNTY (the "Third Amendment"), whereby the Parties amended the Original Agreement to extend the terms and conditions for five (5) years, update the Services and Compensation to reflect recent changes, and add operation of the Edward Dean Museum.

The Fourth Amendment to the Professional Services Contract Agreement dated July 1, 2024, by and between CONTRACTOR and COUNTY (the "Fourth Amendment"), whereby the

1 parties amended the Original Agreement to increase wages to reflect the state of California's
2 increase to the minimum wage and provide a cost of living adjustment, memorialize system
3 network upgrades, memorialize the withdrawal of the City of Palm Desert from the Riverside
4 County Library System, and memorialize a new five (5) year Memorandum of Understanding
5 (MOU) with the City of La Quinta.

6 The Parties now desire to amend the Agreement with this Fifth Amendment (the "Fifth
7 Amendment") to continue to maintain core County library services, expand services for the new
8 Calimesa Library and new Lakeland Village Library, memorialize the First Amendment to the
9 MOU with the City of La Quinta, increase wages to maintain a competitive workforce in library
10 services, and exercise the option to extend for five (5) additional years through June 30, 2033.
11 Description of additional changes to Services and Compensation (Exhibit B) are listed below:

12 • **Library Operations**

- 13 ○ The Calimesa Library Project will be completed in Fiscal Year 2025/2026 and
14 will require additional staff for the increased library size.
- 15 ○ The Lakeland Village Library Project will be completed in Fiscal Year 2025/2026
16 and will require additional staff for the increased library size.
- 17 ○ Salary adjustments to maintain equity within similar classifications.
- 18 ○ Cost of Living Adjustment (COLA) 3% increase for employees to remain
19 competitive with neighboring counties and help with employee retention and
20 counteract inflation. COUNTY will provide COLA increase to CONTRACTOR.

21 • **Reimbursable Library and Cultural Services**

- 22 ○ The City of La Quinta has approved the first amendment to the MOU with
23 COUNTY to add the service of a dedicated mobile library resource van effective
24 upon delivery of the new mobile library resource van.

25 The Original Agreement together with the First Amendment, Second Amendment, Third
26 Amendment, Fourth Amendment and Fifth Amendment are collectively referred to herein as the
27 "Agreement."

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

1 **1.** Exhibit B attached to this Fifth Amendment replaces the existing Exhibit B contained in the
2 Agreement and is incorporated therein.

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

18 **3.** Unless defined herein or the context requires otherwise, all capitalized terms herein shall
19 have the meaning defined in the Agreement, as heretofore amended. The provisions of this Fifth
20 Amendment shall prevail over any inconsistency or conflicting provisions of the Agreement, as
21 heretofore amended, and shall supplement the remaining provisions thereof.

22 **4.** Except as amended or modified herein, all terms of the Agreement shall remain in full
23 force and effect and shall apply with the same force and effect. Time is of the essence in the Fifth
24 Amendment and the Agreement and each and all of their respective provisions. Subject to the
25 provisions of the Agreement as to assignment, the agreements, conditions, and provisions herein
26 contained shall apply to and bind the heirs, executors, administrators, successors and assigns of
27 the Parties hereto. If any provision of this Fifth Amendment or the Agreement shall be determined
28 to be illegal or unenforceable, such as determination shall not affect any other provision of the

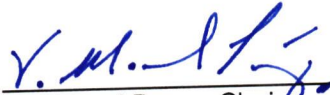
1 Agreement, and all such other provisions shall remain in full force and effect. The language in all
2 parts of the Agreement shall be construed according to its normal and usual meaning and not
3 strictly for or against either CONTRACTOR or COUNTY.

4 5. This Fifth Amendment shall not be binding or consummated until its full execution by both
5 Parties.

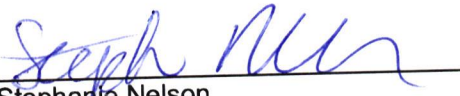
6
7 **IN WITNESS WHEREOF, COUNTY and CONTRACTOR** have executed this Fifth
8 Amendment as of the date first written above.

9
10 COUNTY:
11 COUNTY OF RIVERSIDE,
12 A political subdivision of the State of California

CONTRACTOR:
LIBRARY SYSTEMS AND SERVICES LLC,
A Maryland limited liability company

13 By: 
14 V. Manuel Perez, Chair
Board of Supervisors

By: 
Todd Frager
Chief Executive Officer

15
16
17 APPROVED AS TO FORM:
County Counsel
18
19 By: 
Stephanie Nelson
Deputy County Counsel

20
21
22 **ATTEST:**
KIMBERLY A. RECTOR, Clerk
23
24 By 
DEPUTY

25
26 G:\Library\CONTRACTS\SLS&S - Professional Services Agreement\2018-2028\06_5th Amendment_2025-2029

**EXHIBIT B
SERVICES AND COMPENSATION**

	CONTRACT TERM				
	FY2024/25	FY2025/26	FY2026/27	FY2027/28	FY2028/29
Library Operations					
Library Core Services	\$ 16,202,710	\$ 18,854,599	\$ 20,179,099	\$ 20,784,472	\$ 21,408,006
CA Min Wage	\$ 270,696	\$ -	\$ -	\$ -	\$ -
Subtotal - Library Operations	\$ 16,473,406	\$ 18,854,599	\$ 20,179,099	\$ 20,784,472	\$ 21,408,006
Programming and Maintenance					
Literacy/Summer Reading/Special Events/Programming	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000
Custodial Services	\$ 708,873	\$ 723,051	\$ 737,512	\$ 752,262	\$ 767,307
Security Guard Services	\$ 1,268,107	\$ 1,293,469	\$ 1,319,338	\$ 1,345,725	\$ 1,372,640
Custodial and Security Service Fee (not to exceed)*	\$ 29,655	\$ 30,248	\$ 30,853	\$ 31,470	\$ 32,099
Copiers/IT Service & Maintenance/Software	\$ 885,000	\$ 885,000	\$ 885,000	\$ 885,000	\$ 885,000
E-Rate Network Upgrade	\$ 370,236				
Subtotal - Programming and Maintenance	\$ 3,561,871	\$ 3,231,768	\$ 3,272,703	\$ 3,314,457	\$ 3,357,046
Library Collection and Equipment					
Library Supplies & Equipment (not to exceed)*	\$ 350,000	\$ 350,000	\$ 350,000	\$ 350,000	\$ 350,000
Library Collection & Materials	\$ 650,000	\$ 675,000	\$ 700,000	\$ 725,000	\$ 750,000
Library Collection & Materials Service Fee (not to exceed)*	\$ 63,500	\$ 44,750	\$ 46,000	\$ 47,250	\$ 48,500
City of La Quinta Mobile Library Resource Van Start Up	\$ 280,000	\$ -			
Lakeland Village Library Start Up Costs - Collection	\$ 200,000	\$ -	\$ -	\$ -	\$ -
Calimesa Library Start Up Costs - Collection	\$ 200,000	\$ -	\$ -	\$ -	\$ -
Subtotal - Library Collection and Equipment	\$ 1,743,500	\$ 1,069,750	\$ 1,096,000	\$ 1,122,250	\$ 1,148,500
RCLS OPERATIONS TOTAL	\$ 21,778,777	\$ 23,156,117	\$ 24,547,802	\$ 25,221,179	\$ 25,913,552
Developer Impact Fees (DIF) Fund					
County of Riverside DIF	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000
City of Menifee DIF (SCY & MEN)	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000
City of Jurupa Valley DIF (GAV & ROB)	\$ 80,000	\$ 80,000	\$ 80,000	\$ 80,000	\$ 80,000
Subtotal - DIF	\$ 220,000	\$ 220,000	\$ 220,000	\$ 220,000	\$ 220,000
Reimbursable Library & Cultural Services					
City of La Quinta Library Operations (Exp. 6/29)	\$ 721,000	\$ 742,630	\$ 764,909	\$ 787,857	\$ 811,493
City of La Quinta Library Collection/Programming (Exp. 6/29)	\$ 120,000	\$ 120,000	\$ 120,000	\$ 120,000	\$ 120,000
City of La Quinta Museum Operations (Exp. 6/29)	\$ 221,450	\$ 228,094	\$ 234,937	\$ 241,985	\$ 249,245
City of La Quinta Makerspace Operations/Programming (Exp. 6/29)	\$ 185,595	\$ 191,163	\$ 196,898	\$ 202,805	\$ 208,889
City of La Quinta Mobile Library Resource Van (Exp. 6/29)	\$ -	\$ 396,800	\$ 408,704	\$ 420,965	\$ 433,594
City of Temecula Library Operations (Exp. 6/26)	\$ 168,300	\$ 168,300	\$ -	\$ -	\$ -
City of Murrieta Automation Services (Exp. 6/28)	\$ 181,291	\$ 190,355	\$ 199,873	\$ 209,867	
Edward-Dean Museum and Reference Library Operations	\$ 330,000	\$ 330,000	\$ 330,000	\$ 330,000	\$ 330,000
Subtotal - Additional Library Services	\$ 1,927,636	\$ 2,367,342	\$ 2,255,321	\$ 2,313,479	\$ 2,153,220
TOTAL	\$ 23,926,413	\$ 25,743,459	\$ 27,023,123	\$ 27,754,658	\$ 28,286,773

*Prior County authorization is required

SCHEDULE A
Office of Economic Development County Free Library
LSS Fifth Amendment
Fiscal Year 2024/2025

Increase estimated revenues:

21200-1900700000-781000	Contractual Revenue	\$802,246
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Increase appropriations:

21200-1900700000-530280	Private Care Provider	\$522,246
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21200-1900700000-536240	Other Contract Agencies	\$280,000
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