

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



**ITEM: 3.29
(ID # 28980)**

MEETING DATE:
Tuesday, October 21, 2025

FROM : OFFICE OF ECONOMIC DEVELOPMENT

SUBJECT: OFFICE OF ECONOMIC DEVELOPMENT: Approval of Operating Agreement between the City of Indio and County of Riverside for Operation of the Indio Library, District 4. [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached Operating Agreement for operation of the Indio Library;
2. Authorize the Chair of the Board of Supervisors to execute the Agreement on behalf of the County;
3. Authorize the Director of the Office of Economic Development to negotiate, approve, and exercise the two (2) one-year options to extend, including amendments memorializing said extensions, pursuant to Section 1 of the Operating Agreement; and
4. Authorize the Director of the Office of Economic Development, or designee, to execute any other documents and administer all actions necessary to complete this transaction.

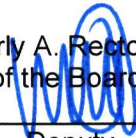
ACTION:Policy


Suzanne Holland, Director of Office of Economic Development 10/9/2025

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Washington, seconded by Supervisor Perez 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: October 21, 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	\$0	\$0	\$0	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: Riverside County Library System			Budget Adjustment:	No
			For Fiscal Year:	25/26-27/28

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

This Operating Agreement has been prepared by the Office of Economic Development (County) and City of Indio (City) staff for the operation of the new Indio Library. The County previously leased the facility located at 200 Civic Center Dr, Indio, CA 92201 from City for the purpose of operating a library. As of October 14, 2025, the City has built a new library facility located at 150 Civic Center Dr, Indio, CA 92201. The County of Riverside, through the Riverside County Library System, will continue operating library services in the City of Indio in the newly built facility.

Under the attached Operating Agreement, the County will operate the library and provide library staffing, services, and programs through its existing Professional Services Agreement (Agreement) with Library Systems and Services LLC (LS&S), which was approved by the Board on June 19, 2018 (Item 3.10). Under the Agreement, LS&S has agreed to provide library staffing and services to operate the libraries within the Riverside County Library System until June 30, 2028, and the County has agreed to pay and/or reimburse LS&S for services performed, products provided, and expenses incurred by LS&S, including expenses for library supplies, equipment, collection, and materials.

The Operating Agreement sets forth the hours of operation of the library, the maintenance and utilities obligations of City, and the terms and conditions relating to the furniture and equipment at the library.

The City approved the Operating Agreement on Wednesday, October 1, 2025.

The Operating Agreement has been approved as to form by County Counsel.

Impact on Citizens and Businesses

This Operating Agreement provides library services to the residents of the City of Indio and the surrounding communities. The Indio Library is centrally located in the City's Civic Center Hub where it is convenient for residents to take advantage of the free public programs for families and children as well as offer private meeting and study rooms, high speed Wi-Fi, and public computers for businesses, small groups, and individuals. Many businesses utilize libraries to start, grow and improve their businesses. This Operating Agreement will continue to provide the necessary operational services and enhanced programming for the 3.7 million patrons of RCLS. Providing excellent library services to the residents of Riverside County is part of the RCLS mission.

ATTACHMENTS:

- Operating Agreement between City of Indio and County of Riverside

City of Indio



City Council
October 1, 2025

STAFF REPORT

To: City Council
From: Bryan H. Montgomery, City Manager
Prepared by: Jonathan Nicks, Assistant City Manager
Subject: **Approval of Operating Agreement for Library Operations at the Indio Library Between the City of Indio and the County of Riverside**

RECOMMENDATION:

Staff recommends that the City Council approve the Operating Agreement for Library Operations at the Indio Library between the City of Indio and the County of Riverside; and Authorize the City Manager to execute the Agreement and any related documents necessary to implement the agreement.

BACKGROUND INFORMATION:

The City of Indio owns and manages the Indio Library property. Since January 19, 2018, the County of Riverside has leased the facility from the City and overseen library operations through the Riverside County Library System (RCLS). The County currently contracts Library Systems & Services, LLC (LS&S) to provide day-to-day library services including staffing, programming and security.

The City and County staff have jointly agreed to terms continue this partnership at the new Indio Library located at 200 Civic Center Drive. The new Operating Agreement formalizes the roles, responsibilities, and financial terms governing the library's operation, maintenance, and services during the Term starting in 2025 through June 30, 2028, with options to extend annually thereafter.

The Operating Agreement defines a clear framework for cooperative governance with the following provisions :

Term: Effective October 1, 2025 through June 30, 2028, with two one-year extensions negotiable.

Hours: Indio Library shall operate at least 40 hours per week, five days a week, with additional hours at a set amount of \$125 per hour to the City.

Staffing & Services: The County will provide qualified library staff through their agreement with LS&S, including programming such as literacy, summer reading, story time and ESL classes. Security will be provided during hours of operation.

Maintenance & Repairs: The City shall maintain the building (interior and exterior), landscaping and utilities, while the County will provide custodial services and maintain library furniture and equipment.

Utilities: Key utilities (electricity, water, gas, sewer) will be under the City's responsibility; internet service will be provided by the County.

Indemnification: Both parties agree to mutual indemnification for acts or omissions performed under this Operating Agreement except in instances of sole negligence or willful misconduct.

This partnership allows the City to provide high-quality library services to residents without managing daily library operations directly, while maintaining flexibility for future operation adjustments.

ATTACHMENTS:

[Indio Library Operating Agreement Final2](#)

APPROVAL(S):

Steven Graham Pacifico, City Attorney
Ruby D. Walla, Director of Finance
Jonathan Nicks, Assistant City Manager

Approved - 25 Sep 2025
Approved - 25 Sep 2025
Approved - 26 Sep 2025

**OPERATING AGREEMENT
FOR LIBRARY OPERATIONS AT THE INDIO LIBRARY BETWEEN
THE CITY OF INDIO AND THE COUNTY OF RIVERSIDE**

This Operating Agreement is made and entered into by and between the COUNTY OF RIVERSIDE ("COUNTY"), a political subdivision of the State of California, and the CITY OF INDIO ("CITY"), a municipal organization organized under the laws of the State of California.

RECITALS

WHEREAS, the COUNTY oversees the administration and operations of the Riverside County Library System ("RCLS"); and

WHEREAS, the COUNTY has entered into an agreement with Library Systems & Services, LLC, a Maryland limited liability company ("LS&S"), for contracted services for the RCLS for the provision of library services; and

WHEREAS, the COUNTY had previously leased the facility located at 200 Civic Center Drive, Indio, California 92201 ("Former Indio Library") from the CITY since January 19, 2018 to operate the Indio Library; and

WHEREAS, the CITY and COUNTY mutually agree that library services at the Former Indio Library ceased on August 27, 2025, and will now be provided by the COUNTY at the new Indio Library located at 200 Civic Center Drive, Indio, California 92201 (hereinafter referred to as the "Indio Library") through LS&S; and

WHEREAS, the CITY intends to issue its Lease Revenue Bonds, Series 2025A ("2025A City Bonds") that will be secured in part by a ground lease, lease agreement, and assignment agreement encumbering the Indio Library and recorded in the Official Records of the County of Riverside (collectively the "Bond Documents");

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

SECTION 1: TERM

This Operating Agreement shall take effect on OCT 2 1, 2025, and shall remain in effect through and including June 30, 2028 with two (2) one (1) year options to extend (the "Term"). The CITY or COUNTY may request an extension of this Operating Agreement with

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1 modified terms. If either the CITY or COUNTY desires to extend the Term of this Operating
2 Agreement on modified terms, the CITY and COUNTY shall negotiate in good faith to extend this
3 Operating Agreement. Unless otherwise agreed to by the CITY and COUNTY, any extension to
4 this Operating Agreement would use the then-existing terms and conditions of the Operating
5 Agreement as the floor of acceptable standards for the future library service. Any extension shall
6 be memorialized as a written amendment to this Operating Agreement.

7 **SECTION 2: HOURS OF OPERATION**

8 **2.1: INDIO LIBRARY.** During the Term of this Operating Agreement, the Indio Library
9 shall operate a minimum of five (5) days and forty (40) hours per week. Library hours will be
10 evaluated and adjusted as needed based on patron usage and mutually agreed upon between
11 the Library Director and City Manager. When requested by the CITY to operate more than forty
12 (40) hours per week, CITY shall pay COUNTY one hundred twenty-five dollars (\$125.00) per hour
13 for every hour exceeding forty (40) hours per week of library operations. The COUNTY will provide
14 invoices for library services rendered on a semi-annual basis. Upon receipt of each invoice, the
15 CITY will make payment for all undisputed fees within thirty (30) days. In the event that the CITY
16 withholds payment, the COUNTY will take necessary actions to resolve the issue. If the CITY has
17 any objections regarding the fees charged by the COUNTY for services performed under this
18 Agreement, the CITY must provide written notice to the COUNTY within thirty (30) days of
19 receiving the invoice, specifying the disputed fees. The Indio Library shall observe the COUNTY
20 holiday schedule.

21 **SECTION 3: STAFFING/SERVICES AND OPERATIONS/PROGRAMMING**

22 **3.1** COUNTY shall provide an adequate number of professional library staff
23 persons for the efficient and effective operations of the Indio Library. COUNTY currently provides
24 library staff and library services at the Indio Library through a separate agreement with LS&S.
25 CITY acknowledges and agrees that staff and other services shall be provided to the Indio Library
26 at an additional cost through the COUNTY's agreement with LS&S. COUNTY, using contract
27 staff by LS&S, shall provide programming such as the literacy program, summer reading
28

1 program, story time, and ESL classes. Security personnel will be provided during library hours
2 by COUNTY.

3 **3.2** The Indio Library facility will be used solely for the purpose of library
4 services, housing an organized collection of printed or other library materials, operations, and
5 programming provided by LS&S and approved by CITY. Any long-term existing use of the library
6 space and future requests that add support to the library by any outside organization shall be
7 approved by City Council; any short-term uses can be approved by the City Manager. This does
8 not apply to programs occurring in the study rooms and meeting room that receive approval
9 through a signed rental agreement.

10 **3.2.1** County and LSS shall follow the RCLS Policy Manual to ensure patrons are
11 following the Patron Code of Conduct requirements. The Patron Code of Conduct ensures a
12 clean, respectful, comfortable, and safe library environment for all RCLS patrons and staff. In the
13 event of a severe infraction or repeated behavior in violation of the RCLS policies, RCLS
14 management has the authority to restrict customer access to RCLS facilities for extended periods
15 that can include a permanent ban.

16 **SECTION 4: MAINTENANCE**

17 CITY shall provide adequate staff persons to provide all necessary landscape
18 maintenance and maintenance and repairs to the Indio Library and appurtenant equipment and
19 fixtures placed on the Indio Library. CITY shall keep the Indio Library in good and suitable
20 condition for the uses herein, and in compliance with Federal, State and local laws, ordinances,
21 rules and regulations relating to fire, health and safety, and CITY shall maintain the exterior and
22 the interior of the Indio Library, including, but not limited to, pest control, air conditioning
23 equipment, heating equipment, plumbing, electrical wiring and fixtures, windows, and structural
24 parts, grounds, landscaping and irrigation in good working condition and repair and in compliance
25 with such laws, ordinances, rules and regulations.

26 **4.1: CUSTODIAL SERVICES**

27 The COUNTY shall provide, or cause to be provided, and shall pay for all custodial
28 services for Indio Library. Such services shall include, but not be limited to, the cleaning and

1 upkeep of all offices, rooms, corridors, walkways, restrooms, storage areas, and
2 kitchen/breakroom areas within the Library Building.

3 **SECTION 5: SECURITY SYSTEMS**

4 CITY shall administer keys that provide door access and support various levels of security
5 to the Indio Library. These keys shall be issued to COUNTY by CITY's Public Works Department.

6 **SECTION 6: VOICEMAIL SERVICES**

7 The Indio Library telephones shall be answered by a live library staff member or voicemail
8 system during the Indio Library operational hours.

9 **SECTION 7: ON-GOING COLLECTIONS DEVELOPMENT/MAINTENANCE**

10 COUNTY shall provide collections development for the Indio Library on an annual basis.
11 COUNTY shall provide maintenance of the Indio Library collections consistent with professional
12 library practices. This shall include, but not be limited to, procurement, processing, mending and
13 de-accessioning of the collections.

14 **SECTION 8: FURNITURE, FIXTURES AND EQUIPMENT**

15 **8.1: LIBRARY FURNITURE, FIXTURES AND EQUIPMENT.** County shall own
16 and maintain all furniture and equipment in the Indio Library.

17 **8.1.1: MAINTENANCE OF LIBRARY FURNITURE, FIXTURES AND**
18 **EQUIPMENT.** The COUNTY shall be responsible for the repair and replacement of all furniture,
19 fixtures, and equipment used for library operations and staff functions. Any renovations,
20 alterations, or changes to the library facility must receive prior written approval from the CITY.

21 **SECTION 9: UTILITIES**

22 The following utilities shall be in the CITY's name and CITY shall be responsible for the
23 payment of utility costs to include electricity, gas, sewer and solid waste disposal services, water,
24 and telephone services, associated with the operations of the Indio Library. Internet services will
25 be provided by COUNTY for the Indio Library at COUNTY's expense.

26 **SECTION 10: INDEMNIFICATION AND HOLD HARMLESS**

27 **A. Indemnification by CITY.** CITY shall indemnify and hold COUNTY, its officers,
28 agents, employees and independent contractors free and harmless from any claim or liability

1 whatsoever, based or asserted upon any act or omission of CITY, its officers, agents, employees
2 or volunteers for property damage, bodily injury or death, or any other element of damage of any
3 kind or nature arising out of the performance of this Operating Agreement, and CITY shall defend
4 at its expense, including attorney fees, COUNTY, its officers, agents, and employees and
5 independent contractors in any legal action or claim of any kind based upon such alleged acts or
6 omissions. However, this duty to indemnify and hold harmless shall not include any claim arising
7 from the sole negligence or willful misconduct of the COUNTY, its officers, agents, employees
8 and independent contractors.

9 **B. Indemnification by COUNTY.** COUNTY shall indemnify and hold CITY, its
10 officers, agents, employees and independent contractors free and harmless from any claim or
11 liability whatsoever, based or asserted upon any act or omission of COUNTY and its officers,
12 agents, employees or volunteers for property damage, bodily injury or death, or any other element
13 of damage of any kind or nature arising out of the performance of this Operating Agreement, and
14 COUNTY shall defend at its expense, including attorney fees, CITY, its officers, agents,
15 employees and independent contractors in any legal action or claim of any kind based upon such
16 alleged acts or omissions. However, this duty to indemnify and hold harmless shall not include
17 any claim arising from the sole negligence or willful misconduct of the CITY, its officers, agents,
18 employees and independent contractors.

19 **SECTION 11: INDEPENDENT CONTRACTOR**

20 **A.** COUNTY is and shall at all times remain as to CITY a wholly independent
21 contractor. Neither CITY nor any of its officers, employees, agents, or volunteers shall have
22 control over the conduct of COUNTY or any of COUNTY's officers, employees, or agents except
23 as set forth in this Operating Agreement. COUNTY shall not at any time or in any manner
24 represent that it or any of its officers, employees or agents are in any manner officers, employees
25 or agents of CITY. COUNTY shall not incur or have the power to incur any debt, obligation or
26 liability whatsoever against CITY, or bind CITY in any manner.

27 **B.** No employee benefits shall be available to COUNTY in connection with the
28 performance of this Operating Agreement. Except for the fees paid to COUNTY as provided in

1 this Operating Agreement, CITY shall not pay salaries, wages, or other compensation to COUNTY
2 for performing services hereunder for CITY.

3 **SECTION 12: INSURANCE**

4 Both COUNTY and CITY maintain programs of self-insurance. In the event either party
5 shall cease such program, then that party shall be required to procure insurance which would be
6 typical for its obligations under this Operating Agreement.

7 **SECTION 13: NOTICES**

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

16 To City:

To County:

17 City of Indio

County of Riverside

18 Attention: City Manager

Attention: Suzanne Holland

19 200 Civic Center Drive

3403 10th Street, Suite 400

20 Indio, CA 92201

Riverside, California 92501

21 **SECTION 14: SUBORDINATION**

22 This Operating Agreement shall be subject and subordinate to the Bond Documents and
23 any and all amendments, extensions, renewals, modifications, refinances, and replacements of
24 the Bond Documents.

25 **SECTION 15: GENERAL**

26 **A.** Notwithstanding the foregoing, it is intended that this Operating Agreement sets
27 forth the full and entire understanding of the parties regarding the matters set forth herein. Any
28 agreement, alteration, understanding, variation, waiver, or modification of any of the terms or

1 provisions contained herein shall not be binding upon the parties hereto unless made and
2 executed in writing by all parties hereto, and if required, approved and implemented by the Indio
3 City Council and the Riverside County Board of Supervisors.

4 **B.** No waiver by either party at any time of any of the terms and conditions of this
5 Operating Agreement shall be deemed or construed as a waiver at any time thereafter of the
6 same or of any other terms or conditions contained herein or of the strict and timely performance
7 of such terms and conditions.

8 **C.** Subject to Section 14 above, neither party can assign, sublet, mortgage,
9 hypothecate or otherwise transfer in any manner any of its rights, duties, or obligations hereunder
10 to any person or entity without the written consent of the other party being first obtained, which
11 consent shall be in the absolute discretion of that party.

12 **D.** The invalidity of any provision in this Operating Agreement as determined
13 by a court of competent jurisdiction shall in no way affect the validity of any other provision hereof.

14 **E.** Any action at law or in equity brought by either of the parties hereto for the purpose
15 of enforcing a right or rights provided for by this Operating Agreement shall be tried in a court of
16 competent jurisdiction in the County of Riverside, State of California, and the parties hereby waive
17 all provisions of law providing for a change of venue in such proceedings to any other county.

18 **F.** The section headings herein are for the convenience of the parties only, and shall
19 not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of
20 the provisions or language of this Operating Agreement.

21 **G.** Both parties shall maintain the confidentiality of all information and records
22 pertaining to privacy and confidentiality, and comply with all other statutory laws and regulations
23 relating to privacy and confidentiality.

24 **H.** Both parties shall cooperate with and provide reasonable assistance to the other
25 to the extent contemplated hereunder in the performance of all obligations under this Operating
26 Agreement and the satisfaction of the conditions of this Operating Agreement. Approvals required
27 by any party, or any officers, agents or employees thereof, shall not be unreasonably withheld
28 and approval or disapproval shall be given within a reasonable time.

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

J. The Operating Agreement is hereby executed by the following authorized representatives of the CITY and COUNTY.

IN WITNESS WHEREOF, the parties hereto have caused this Operating Agreement to be executed the day and year first above written.

CITY OF INDIO, a California municipal corporation

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

Signed by: Bryan H. Montgomery
By: Bryan H. Montgomery, City Manager

By: V. Manuel Perez, Chairman
Board of Supervisors

ATTEST:

ATTEST:
Kimberly Rector
Clerk to the Board

Signed by: Sabdi Sanchez
By: Sabdi Sanchez
City Clerk

By: Deputy

APPROVED AS TO FORM:

APPROVED AS TO FORM:
Minh C. Tran
County Counsel

DocuSigned by: Steven Graham Pacifico
By: Steven Graham Pacifico
City Attorney

By: Ryan Yabko
Ryan Yabko, Deputy County Counsel

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