

**FIRST AMENDMENT TO AGREEMENT FOR
OPERATION OF A COUNTY-WIDE LIBRARY SYSTEM**

THIS FIRST AMENDMENT TO AGREEMENT IS BY AND AMONG:

THE COUNTY OF SANTA BARBARA, a political subdivision of the State of California hereinafter, referred to as County,

CITY OF SANTA BARBARA, a municipal corporation, hereinafter referred to as Santa Barbara,

CITY OF LOMPOC, a municipal corporation, hereinafter referred to as Lompoc, and

CITY OF SANTA MARIA, a municipal corporation, hereinafter referred to as Santa Maria, (Santa Barbara, Lompoc and Santa Maria are individually hereinafter referred to either singularly as “City” or collectively as “Cities”).

WITNESSETH THAT:

WHEREAS, the parties hereto contract for the furnishing to all inhabitants of the County of Santa Barbara, including residents of the Cities, a uniform financial level of County-wide library services; and

WHEREAS, the parties believe such services can be most efficiently provided through the use of existing facilities inside and outside the three contracting Cities without the creation of County-operated duplicate establishments; and

WHEREAS, the parties believe the fairest method of equalizing the expense of providing such library services is for the County to contribute to the Cities, to be expended by the Cities for library services, a given and equal amount of money for each person residing within their respective zones; and

WHEREAS, the parties executed the “AGREEMENT FOR OPERATION OF A COUNTY-WIDE LIBRARY SYSTEM” (hereinafter “Agreement”) to be effective July 1, 2017, through June 30, 2018; and

WHEREAS, the parties have agreed to increase the Agreement with \$162,000 in one-time additional funds contributed by the County for the purpose of maintaining status quo hours and service, provide materials such as new computers, copier/scanners, as well as efficiency improvements to reduce staff time as itemized in Exhibit “E”; and

NOW, THEREFORE, the parties agree to amend the 2017-18 Agreement as follows:

1. Section 6, DEPOSIT AND ALLOTMENT OF FUNDS shall be amended by addition of the following:

“g. County agrees to **contribute a onetime \$162,000.00 allocation for Fiscal Year 2017/2018**, which sum is provided to maintain status quo hours and service, provide materials such as new computers, copier/scanners, as well as efficiency improvements to reduce staff time as itemized in Exhibit “E”. The allotments provided for in this paragraph for the **2017/2018** Fiscal Year will be a one-time payment distributed as part of the second installment schedule identified in Section 6.d. of the Original 2017/18 Agreement for Operation of a County-wide Library System. Allotments to be made by County to Cities are as follows and are further described in Exhibit “E”, attached hereto and incorporated herein by reference.

Onetime Allocation For Fiscal Year 17/18	
Zone 1 – Santa Barbara	\$90,000
Zone 2 – Lompoc	\$22,000
Zone 3 – Santa Maria	\$50,000
Total:	\$162,000

- h. In the event County pays for Facility Maintenance, Repair, Janitorial or Utilities that would otherwise be the responsibility of a City pursuant to the terms of this Agreement, County reserves the right to reconcile those costs and make adjustments to the allotment of funds set out in Section 6 hereof. Such reconciliation and/or adjustments may be made by County upon termination of the current term of this Agreement, or during any subsequent term of this Agreement.”
2. This Agreement shall be further amended by the addition of Exhibit “E”, attached hereto and incorporated herein by reference.
 3. In all other respects, the terms and conditions of the FY 2017 – 2018 AGREEMENT FOR OPERATION OF A COUNTY-WIDE LIBRARY SYSTEM shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this **FIRST AMENDMENT TO AGREEMENT FOR OPERATION OF A COUNTY-WIDE LIBRARY SYSTEM** to be effective as of the date executed by County.

ATTEST:
Mona Miyasato
County Executive Officer
Clerk of the Board

COUNTY OF SANTA BARBARA
By: _____
Chair, Board of Supervisors

By: _____
Deputy Clerk

Date: _____

RECOMMENDED FOR APPROVAL:

Community Services Department

APPROVED AS TO ACCOUNTING FORM
Theodore A. Fallati, CPA, CFO
Auditor-Controller

By: _____
Department Head

By: _____
Deputy

APPROVED AS TO FORM:
Michael C. Ghizzoni
County Counsel

APPROVED AS TO FORM:
Ray Aromatorio
Risk Manager

By: _____
Deputy County Counsel

By: _____
Risk Management

[Fund 0001, Dept. 057, LI Acct 7650, Prog. 2000]

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the _____ day of _____, 201__.

CITY OF SANTA MARIA

ATTEST:

By: _____
Mayor

By: _____
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
City Attorney

By: _____
Risk Manager

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the _____ day of _____, 201__.

CITY OF SANTA BARBARA

ATTEST:

By: _____
City Administrator

By: _____
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
City Attorney

By: _____
Risk Manager

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the _____ day of _____, 201__.

CITY OF LOMPOC

ATTEST:

By: _____
Mayor

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney