

**AMENDMENT TO THE SHARED LIBRARY AGREEMENT BY AND
BETWEEN
THE COUNTY OF FRESNO
AND THE WEST HILLS COMMUNITY COLLEGE DISTRICT**

THIS AMENDMENT TO THE SHARED LIBRARY AGREEMENT (“AGREEMENT”) NO. 19-016 BY AND BETWEEN THE COUNTY OF FRESNO AND THE WEST HILLS COMMUNITY COLLEGE DISTRICT (“Amendment”) is hereby entered into by and between the West Hills Community College DISTRICT (hereinafter the “DISTRICT” or “WHCCD”), and the County of Fresno, a political subdivision of the State of California (hereinafter “COUNTY”), on behalf of the Fresno County Public Library (“FCPL”) as of March 19th, 2024 (the “Effective Date”).

NOW THEREFORE, in exchange valuable consideration, the receipt and sufficiency of which are hereby acknowledged, COUNTY and the DISTRICT hereby agree as follows:

AMENDMENT

1. **Recitals**: The first two paragraphs of the Recitals Section shall be amended as follows:

WHEREAS, WHCCD owns, operates, and maintains certain real property, including facilities and improvements, located at 900 O Street, Firebaugh, California, commonly known as the Firebaugh Center;

WHEREAS, FCPL operates the Fresno County Library and desires to use certain real property, including classrooms and related facilities, in the Firebaugh Center for a COUNTY public library (“Public Library”) for the benefit of the Firebaugh community, and WHCCD is willing to allow such use as provided herein; and

2. **“NDC” or “North District Center” to “Firebaugh Center”**: Everywhere in the AGREEMENT and related Exhibits, including the following sections, the terms “NDC” or “North District Center” is amended to “Firebaugh Center”:

- a. Section 1(B)
- b. Section 1(H)(3)
- c. Section 1(J)(14)
- d. Section 2(D)
- e. Section 4(B)
- f. Section 5(M)
- g. Section 6(C)(3)
- h. Exhibit A
- i. Exhibit C – Appendix A

3. **Section 5(D) – Collection of Fines**: Section 5(D) – Collection of Fines is hereby amended as follows:

The FCPL Supervising Librarian and WHCC Librarian shall each establish procedures for the collect of the respective Party’s fine and for the respective Party’s distribution or use of any monies collected for materials in the part of the Collection owned by each party. WHCD fines and monies shall be handled only by WHCCD staff and FCPL fines and monies shall be handled only by FCPL staff.

- 1. Monies shall not be co-mingled, as each Party shall have its own cash register and locked safe, for the storage of each Party’s monies.
 - a. Per the requirements and direction from the Fresno County Auditor-Controller/Treasurer-Tax Collector, the FCPL shall select an industry-standard, fireproof and lockable safe, the size of which is sufficient for the storage of the fines and monies collected, and FCPL shall deadbolt the safe to the ground. FCPL shall remove such safe upon termination of this

agreement. Any repairs to the floor or adjacent wall(s), fixtures, or personal property required upon removal of the safe shall be the responsibility of the FCPL.

2. Online collection of fines is allowed.

4. Section 6(F) – Security: Section 6(F) – Security is hereby amended as follows:

WHCCD shall be responsible for securing adequate security services for the interior and exterior of the Shared Library. For the safety of FCPL staff and patrons, adequate security services must be provided for all times that the Shared Library, including the Public Library portion alone, is open, including nights and weekends. The cost of the security services shall be shared proportionally in accordance Section 6(C)(3) above.

5. Section 9 (E) – Notices: Section 9(E) is amended as follows:

The persons and their addresses having authority to give and receive notices under this Agreement including the following:

County of Fresno	WHCCD
Director of Internal Services/Chief Information Officer 333 W. Pontiac Way Clovis, CA 93612	West Hills Community College District Vice Chancellor of Business & Fiscal Services 275 Phelps Avenue Coalinga, CA 93210

6. Section 9 (B) – Integration: Section 9(B) is amended as follows:

This Agreement sets for the entire agreement between the Parties to the Agreement with regard to the subject matter hereof and supersedes all prior written or oral agreements, covenants, arrangements, communications, representations or understanding by any party that are not fully expressed in this agreement. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligation under this Agreement be waived, except by written instrument signed by the party to be charged or its agent, duly authorized in writing, or as otherwise expressly permitted in this agreement. This is a fully integrated agreement. In the event of any inconsistency in interpreting the documents which constitute this Agreement, the inconsistency shall be resolved by giving precedence in the following order of priority: (1) the text of this Amendment No. 1; (2) the text of the Agreement (excluding Exhibits A through D; and (3) Exhibits A through D.

7. Exhibit B to the Agreement is replaced with the amended Exhibit B, attached hereto.

8. Except as expressly modified by the Amendment, all other terms of the Agreement shall remain in full force and effect.

9. To the extent that any of the terms and conditions of this Amendment conflicts with the terms and conditions of the Agreement, the terms and conditions of this Amendment shall control.

10. This Amendment may be executed in counterparts, each shall be considered an original and all of which shall be considered a single instrument.

11. This Amendment has been jointly drafted by the Parties and shall not be construed in favor of or against any party by virtue of its counsel having been the drafter.

12. Any further amendment of the Agreement will only be effective if in writing and signed by both Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment as of the day and year first hereinabove written.

**WEST HILLS COMMUNITY COLLEGE
DISTRICT**

Shanna Ahrens

Shanna Ahrens, Vice Chancellor of
Business & Fiscal Services
275 Phelps Ave.
Coalinga, CA 93210

COUNTY OF FRESNO

Nathan Magsig

Nathan Magsig, Chairman of the Board of
Supervisors of the County of Fresno

Hannah M. Deputy

ATTEST:

Bernice E. Seidel
Clerk of the Board of Supervisors of the
County of Fresno, State of California

For accounting use only:

Org No: 75112011
Account No.: 7345
Fund No.: 0107
Subclass No: 10000

EXHIBIT B					
WHCCD North District Center - Library Facility Operating Costs*					
<u>Utilities Expenses*</u>			Est. Annual	Est. Monthly	Est. Proportional
Gas			\$ 10,000.00	\$ 833.00	\$ 58.31
Water			\$ 48,300.00	\$4,025.00	\$ 281.75
Electric			\$215,050.00	\$ 17.92	\$ 1,547.47
Sewer/Garbage			\$ 27,025.00	\$2,252.00	\$ 157.64
I.T.			\$ 11,500.00	\$ 958.00	\$ 67.06
<u>Custodial/Misc. Maintenance/Security</u>	Est. Annual Salary	Est. Annual Benefits	Est. Annual	Est. Monthly	Est. Proportional
Custodian (2 FTE)	\$ 82,548.00	\$72,878.00	\$155,426.00	\$12,952.00	\$ 906.64
Custodian/Grounds (1 FTE)	\$ 36,180.00	\$34,645.00	\$ 70,825.00	\$ 5,902.00	\$ 413.14
Security Staff (0.5 FTE)	\$ 20,052.00	\$ 2,728.00	\$ 22,780.00	\$ 1,898.00	\$ 132.86
Supplies/Equipment *			\$ 15,525.00	\$ 1,294.00	\$ 90.58
<u>Landscaping/Site Maintenance*</u>			Est. Annual	Est. Monthly	Est. Proportional
<u>Landscape and site maintenance</u>			\$ 49,140.00	\$ 4,095.00	\$ 286.65
Totals - Building & Site**			\$ 625,571.00	\$ 52,130.00	\$ 3,649.10

*These listed dollar amounts are estimates. Actual expenses will be calculated using the actual incurred monthly expenses times the prorated cost of 7.0% (Fresno County Library shared & exclusive space = 2,913 square feet divided by total building, 41,633 square feet).

**These total amounts will change based upon the actual, incurred monthly expenses for utilities, and landscaping and site maintenance.