

CITY OF OJAI

RESOLUTION NO. 24-6

**TWENTY- EIGHTH AMENDMENT TO AGREEMENT FOR
COUNTY OF VENTURA TO PROVIDE ADDITIONAL
LIBRARY SERVICES TO THE CITY OF OJAI**

THIS TWENTY-EIGHTH AMENDMENT TO AGREEMENT (this “Twenty Eighth Amendment”), dated as of the 23rd day of April, 2024 and effective as of July 1, 2024, is made by and between the **COUNTY OF VENTURA, CALIFORNIA** (“County”) and the **CITY OF OJAI, CALIFORNIA** (“City”) with regard to the following:

W I T N E S S E T H:

WHEREAS, County and City entered into that certain Agreement for County of Ventura to Provide Additional Library Services to the City of Ojai, dated August 28, 1996 (the “Agreement”), whereby County agreed to provide certain additional library services to City; and

WHEREAS, the Agreement was previously amended in or about November, 1997 and effective October 1, 1997, on September 28, 1998 and effective as of October 1, 1998, on June 8, 1999 and effective as of July 1, 1999, on August 8, 2000 and effective as of July 1, 2000, on October 9, 2001 and effective July 1, 2001, on May 13, 2002 and effective July 1, 2002, on September 23, 2003 and effective as of July 1, 2003, on June 22, 2004 and effective as of July 1, 2004, on June 28, 2005 and effective July 1, 2005, on June 27, 2006 and effective on July 1, 2006, on July 24, 2007 and effective July 1, 2007, on November 18, 2008 and effective July 1, 2008, on November 10, 2009 and effective July 1, 2009, on July 27, 2010 and effective July 1, 2010; and on July 12, 2011 and effective July 1, 2011, on August 14, 2012 and effective as of July 1, 2012, on July 9, 2013 and effective July 1, 2013; on July 22 2014 and effective July 1, 2014; on October 27, 2015 and effective July 1, 2015; on June 14, 2016 and effective July 1, 2016; on June 13, 2017 and effective July 1, 2017; and on June 12, 2018; and on June 11, 2019; and on July 1, 2020 and effective July 1, 2021; and on June 14, 2022 and effective July 1, 2022; and on June 13, 2023 and effective July 1, 2023; and on April 23, 2024 and effective July 1, 2024.

WHEREAS, the parties to the Agreement now desire to further amend certain of its terms as set forth hereinafter;

NOW, THEREFORE, in consideration of the covenants and agreements herein contained, the parties hereto agree as follows:

1. Paragraph 5 of the Agreement is hereby amended to read as follows:

“5. City shall pay to County the sum of One Hundred Six Thousand Dollars (\$106,000.00) to perform the Additional Services. City’s payment shall be made to the Ventura County Library Services Agency at the address given in

Paragraph 9(a) and shall be made in quarterly installments of twenty-six thousand and five hundred dollars (\$26,500.00), beginning July 1, 2024 and continuing on the first day of each quarter thereafter during the term of this Agreement”

2. Paragraph 6 of the Agreement is hereby amended to read as follows:

“6. This Agreement shall become effective upon the date first above written and shall continue in full force and effect until June 30, 2025 unless sooner terminated by either party pursuant to the provisions of Paragraph 7.”

3. Except as amended herein, the remaining provisions of the Agreement shall remain in full force and effect.

4. This twenty-eighth Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but which together shall constitute one and the same agreement, with one (1) counterpart being delivered to each party hereto.

5. This Twenty-eighth Amendment shall be governed by the laws of the State of California and any question arising hereunder shall be construed or determined according to such laws.

IN WITNESS WHEREOF, County has, by order of its Board of Supervisors, caused these presents to be subscribed by the Chair of said Board of Supervisors and the seal of said Board to be affixed and attested by the Clerk thereof; and City has, by order of the City Council, caused these presents to be subscribed by the presiding officer of City and the seal of City to be affixed and attested by the Clerk thereof on the day and year first above written.

CITY OF OJAI, CALIFORNIA

By Betsy Stix
Betsy Stix, Mayor
4/25/24
Date Signed

in an ATTEST:

W. Montgomery
Weston Montgomery, Chief Deputy City Clerk

COUNTY OF VENTURA, CALIFORNIA

By _____
Chair, Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors
County of Ventura, State of California

By _____
Deputy Clerk of the Board