FIRST AMENDMENT TO
AGREEMENT FOR OWNERSHIP AND OPERATION OF
JOINT LIBRARY BUILDING
AND
GRANT OF EASEMENT

By and Between

CITY OF SAN JOSÉ

and

THE TRUSTEES OF
THE CALIFORNIA STATE UNIVERSITY
On Behalf Of
SAN JOSÉ STATE UNIVERSITY

June 10, 2003
FIRST AMENDMENT TO AGREEMENT FOR OWNERSHIP AND OPERATION OF JOINT LIBRARY BUILDING AND GRANT OF EASEMENT

This FIRST AMENDMENT TO AGREEMENT FOR OWNERSHIP AND OPERATION OF JOINT LIBRARY BUILDING AND GRANT OF EASEMENT (this “First Amendment”) is made as of June 10, 2003, by and between the CITY OF SAN JOSE (the “City”) and THE TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY on behalf of SAN JOSE STATE UNIVERSITY (the “University”), with reference to the following facts:

A. On December 17, 1998, the City and the University entered into that certain Agreement for Ownership and Operation of Joint Library Building and Grant of Easement (the “Operating Agreement”) that established the terms of ownership, management, maintenance and operation of the Joint Library, the Library Building and the Library Land.

B. The City and the University have mutually determined that it is in the best interests of the Parties to amend certain provisions of the Operating Agreement to reflect those agreements that the Parties have made in implementation of the Operating Agreement.

C. Capitalized terms used and not otherwise defined in this First Amendment have the meaning respectively ascribed to them in the Operating Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual agreements herein contained, the City and the University hereby agree on the following amendments to the Operating Agreement:

1. **Space Designation and Allocation.** Section 3.2.2 of the Operating Agreement requires that no later than the date the Parties open the Library Building to the public, the Parties shall update the designation of space within the Library Building as either City Allocated Space, University Allocated Space, Common Space and Shared Space and the percentage allocation of space within the space designated as Common Space and Shared Space. The Parties have caused such designations and allocations to be updated. The Library Building shall contain approximately 479,226 gross square feet of space (“Total Library Square Footage”). The University shall be allocated 309,151 gross square feet of the Total Library Square Footage (“Total University Square Footage”) or 64.51% of the Total Library Square Footage (“University Percentage of Total Library Square Footage”). The City shall be allocated 170,075 gross square feet of the Total Library Square Footage (“Total City Square Footage”) or 35.49% of the Total Library Square Footage (“City Percentage of Total Library Square Footage”). The Parties have executed and substituted newly created floor plans and ancillary documents for the initial floor plans, and, therefore, Exhibit A is hereby deleted in its entirety and replaced with Exhibit A attached hereto. The terms of this Section 1 shall supersede the terms of Section 3.2.2 of the Operating Agreement to the extent such terms are inconsistent.

2. **Maintenance and Utilities.** The Parties desire to modify the procedures by which they fund the maintenance and utility costs of the Library Building and Library Land. Therefore, Sections 6.1 and 6.2 of the Operating Agreement are hereby deleted in their entirety and replaced with the following:

6.1.1 Base Library Maintenance Obligations. The University shall arrange for the performance of the “Base Library Maintenance Obligations”, which shall mean the work specified on Exhibit D attached hereto. The Base Library Maintenance Obligations shall exclude maintenance of any program specific systems or equipment, maintenance of any escalators, and maintenance of any interior plants. In the event that the University is unable to cause the performance of the Base Library Maintenance Obligations for the aggregate of the City Facility Funds and the University Facility Funds, the Parties shall meet and confer to determine whether to increase the funds for maintenance or reduce the scope of the Base Library Maintenance Obligations. The Parties hereby agree that the specific standards set forth in Exhibit D may be amended from time to time by mutual agreement of the Parties. Any such amendment shall be reflected in writing between the Parties.

6.1.2 Utilities. The University shall arrange for and cause to be provided to the Library Building, the Library Utilities. “Library Utilities” shall mean electricity, natural gas, domestic water, chilled water, sewer, refuse removal, and steam, and shall specifically exclude all computer, telephone, data and video services.

6.1.3 Funds for Base Library Maintenance and Utility Obligations. The City shall pay to the University an amount equal to the same per square foot rate that the University receives for maintenance of and utility services to the Library Building from the California State University, as such rate may change from time to time (the “University Facility Rate”) multiplied by the Total City Square Footage per year (the “City Facility Funds”). The University shall be obligated to spend the City Facility Funds and an amount equal to the University Facility Rate multiplied by the Total University Square Footage per year (the “University Facility Funds”) on the Base Library Maintenance Obligations, Supplemental Library Maintenance Obligations and Library Utilities. Each University fiscal year the University shall pay all costs of the Base Library Maintenance Obligations and the Library Utilities as they become due and payable out of the University Facility Funds until the University Facility Funds for that year are expended. Thereafter, the costs of the Base Maintenance Obligations and the Library Utilities shall be paid out of the Library Maintenance and Utility Account.
6.1.4 **Library Maintenance and Utility Account.** The University shall establish a separate interest bearing account (the "Library Maintenance and Utility Account") in which to hold the City Facility Funds together with any other funds deposited by either Party for the maintenance and Capital Repair of the Library Building and the Library Land. In the event that any portion of Library Maintenance and Utility Account funds are not expended during the University fiscal year in which such funds were deposited, such funds shall remain in the Library Maintenance and Utility Account until such time as the Parties mutually agree as to how to utilize such funds, provided, however, such funds and any interest accrued thereon may only be used for Base Library Maintenance Obligations, Supplemental Library Maintenance Obligations, Library Utilities or Capital Repairs.

6.1.5 **Escalators.** The University shall be responsible for maintaining the escalators in the Library Building; and the cost therefore shall be shared evenly between the Parties.

6.1.6 **Supplemental Library Maintenance Obligations.** The Parties shall have the right from time to time to mutually agree to have the University perform Supplemental Library Maintenance Obligations. Any such mutually agreed upon Supplemental Maintenance Obligations shall be funded either by the Parties or from funds in the Library Maintenance and Utility Account, both by mutual agreement. In addition, either Party may elect to have Supplemental Library Maintenance Obligations performed if such electing Party desires to pay for such Supplemental Library Maintenance Obligations, and such work does not unreasonably interfere with the other Party's proper use of the Joint Library and the Library Building or materially increases the cost of operating the Joint Library or maintaining the Library Building and the Library Land.

6.1.7 **Payment.** The University shall submit to the City, on a quarterly basis, an invoice for the City Facility Funds. The City shall pay such amount to the Library Maintenance and Utility Account within thirty (30) days following receipt of such invoice.

6.1.8 **Reimbursement of Rebates.** The City shall receive as a credit an equitable share of any rebate received by the University for utilities provided to the Library Building. Such equitable share shall be determined based upon the University's reasonable determination of the portion of the rebate attributable to the Library Building and further on the fact that the City pays the City Percentage of Total Library Square Footage of the total cost of the Library Utilities.
6.1.9 Accounting The University shall keep an accounting of all the costs incurred for the Library Maintenance Obligations and the Library Utilities on the fiscal year of the University.

6.1.10 Review The University shall maintain at all times during the term of this Operating Agreement, complete and accurate books of account and records prepared in accordance with generally accepted accounting principles with respect to the costs of the Library Maintenance Obligations and the Library Utilities for the current fiscal year and the prior two (2) years and shall retain such books and records, as well as contracts, bills, vouchers, and checks, and such other documents as are reasonably necessary to properly audit the costs of the Library Maintenance Obligations and the Library Utilities. Upon reasonable notice from the City, the University shall make available for the City’s inspection at the University’s offices, during normal business hours, the University’s books and records relating to the costs of the Library Maintenance Obligations and the Library Utilities for the current year and the immediately prior two (2) years. If an audit, review or inspection by the City alleges an overbilling, the City may submit a claim for the overbilled amount to the University, detailing the nature of the overbilling, and the University shall have thirty (30) days to credit such amount to the Library Maintenance and Utility Account or contest the claim by giving notice thereof to the City, detailing the nature of the University’s contest of the City’s claims.

6.1.11 University’s Right of Emergency Access. The University shall at all times have and retain a key with which to unlock all doors in the Library Building, including any door within City Allocated Space that is specifically designated by the City for its own use. The University shall have the right to use any and all means which the University may deem proper to open said doors in an Emergency in order to obtain entry to particular space within the Library Building.

6.1.12 Failure to Perform Library Maintenance Obligations. If the University shall fail to perform the Library Maintenance Obligations, and upon the continuance of such failure on the University’s part for fifteen (15) days (or immediately, in the event of an Emergency) after the delivery to the University of written notice of such default from the City (or, in the case of any such failure which cannot reasonably be cured within fifteen (15) days, or within such additional period, if any, as may be reasonably required by the University to cure such failure, provided the University has promptly commenced such cure and thereafter continuously prosecutes such cure with all due diligence), then the
City may (but is under no obligation to) perform such obligation and all sums actually paid or incurred by the City that are properly allocated to the University in performing such obligation (such cost not to exceed the portion of the University Facility Rate allocated to maintenance by the State of California) shall be paid by the University to the City within thirty (30) days after demand from the City; provided, however, that if the University notifies the City within thirty (30) days after receipt of the City’s notice of the University’s alleged failure that the University disputes the failure alleged by the City, the City shall not be allowed to perform such obligation unless and until it has been determined by the dispute resolution mechanism set forth in Section 4.3 above that such failure alleged by the City was in fact an obligation of the University (and the Parties agree to pursue such dispute resolution proceedings to completion as promptly as possible).

6.1.13 Failure to Provide Library Utilities. In the event any of the Library Utilities are interrupted for any reason, the University shall diligently attempt to reinstate such Library Utilities. The University’s failure to furnish any of the Library Utilities when such failure is caused by (i) accident, breakage or repairs; (ii) strikes, lockouts or other labor disturbance or labor dispute of any character; (iii) governmental regulation, moratorium or other governmental action; (iv) inability despite the exercise of reasonable diligence to obtain electricity, water, fuel, telephone or data services; or (v) any other cause except the University’s gross negligence or willful misconduct, shall not result in any liability whatsoever to the University. The City hereby waives any claim for damages against the University for any injury or inconvenience to or interference with the City’s business within the Joint Library, any loss of occupancy or quiet enjoyment of the Library Building, and any other loss in, upon and about the Library Building due to a failure to provide the Library Utilities.

6.1.14 Waiver. The City hereby waives any claim for damages for any injury or inconvenience to or interference with the City’s business within the Library Building, any loss of occupancy or quiet enjoyment of the Library Building, and any other loss in, upon and about the Library Building due to the University’s performance of the Library Maintenance Obligations or provision of the Library Utilities or the University’s failure to perform the Library Maintenance Obligations or provide the Library Utilities. The University or its agents shall not be liable for (i) any damage to any property entrusted to employees of the University in connection with the Library Maintenance Obligations or the Library Utilities, (ii) loss or damage to any property by theft or otherwise in connection with the Library Maintenance Obligations.
or the Library Utilities, or (iii) any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water or rain which may leak from any part of the Library Building or from the pipes, appliances or plumbing work therein or from the roof, street or sub-surface or from any other place or resulting from dampness or any other cause whatsoever. The University or its agents shall not be liable for interference with light or other incorporeal hereditaments.

6.1.15 **Computer, Video, Telephone and Data Services.** The City and University have agreed to share certain computer, video, telephone and data services for the Library Building. The Parties have entered into a written Memorandum of Agreement Regarding Proces and Cost Allocation for Acquisition of Technology for the Library Building, a copy of which is attached hereto as Exhibit B.

3. **Library Maintenance and Utility Account** The reference in Sections 7.1.2, 7.3.3, 7.4.6 and 7.5.3 of the Operating Agreement to “Library Trust Account” is hereby changed to “Library Maintenance and Utility Account”. The word “net” shall be inserted in front of the word “revenue” in the last sentence of Section 7.1.2 and the sole sentence of Section 7.4.6 of the Operating Agreement.

4. **Full Force and Effect** The Operating Agreement shall continue in full force and effect, without amendment or modification except as herein expressly set forth.

[Signatures Appear on the Following Page]
IN WITNESS WHEREOF, the City and the University have duly executed this First Amendment as of the date first written above.

"University"

THE TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY On Behalf Of SAN JOSE STATE UNIVERSITY

By: Robert C. Carol

President, San José State University

"City"

CITY OF SAN JOSE

By: PETER JENSEN

ASSISTANT TO THE CITY MANAGER

APPROVED AS TO FORM:

By: Evet S. Loewen, Esq

Chief Deputy City Attorney
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Santa Clara }

On June 5, 2003 before me, Irene Misra, personally appeared before me, D. Roxanne Hood, Notary

☐ personally known to me
☒ proved to me on the basis of satisfactory evidence
to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

D. Roxanne Hood
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document
Title or Type of Document: Agreement with City

Document Date: 6/10/03 Number of Pages: 4

Signer(s) Other Than Named Above: 

Capacity(ies) Claimed by Signer
Signer's Name: Irene Misra, Robert J. Carter
☒ Corporate Officer — Title(s): Assistant to President Signing for the President
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other:

Signer is Representing: University and President Carter
State of California
County of Santa Clara

On 6/24/2003, before me, Leona Bishop, Notary Public,

Personally appeared: Peter L. Jensen

Personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

LEONA BISHOP
Commission # 1252983
Notary Public - California
Santa Clara County
My Comm. Expires Feb 10, 2004

WITNESS my hand and official seal.

Leona Bishop

_________ OPTIONAL ________

Title or Type of Document: Notice of Acknowledgement for 1st Amendment to agreement & Grant of Easement with San Jose State University

Document Date:                Number of Pages: One

Signer(s) Other Than Named Above: None

Signer's Name: Peter L. Jensen

Capacity Claimed by Signer: Assistant to the City Manager

Signer is Representing: City of San Jose
EXHIBIT A

San José Joint Library Space Allocation
EXHIBIT A

LEGEND
- CITY ALLOCATED SPACE
- UNIVERSITY ALLOCATED SPACE
- SHARED SPACE
- COMMON SPACE

FLOOR 4

A.4
EXHIBIT B

Memorandum of Agreement Regarding Process and Cost Allocation
for Acquisition of Technology
MEMORANDUM OF AGREEMENT REGARDING PROCESS AND COST ALLOCATION FOR ACQUISITION OF TECHNOLOGY

The City of San José ("City") and the Trustees of the California State University on behalf of San José State University ("University") shall have the right from time to time to enter into certain Memoranda of Agreement for the Joint Library. These Memoranda of Agreement are intended to put into effect Operating Policies that govern the day-to-day operations of the Library as such operations may change from time to time. These Memoranda of Agreement are subject to all other terms of the Agreement for Ownership and Operation of Joint Library Building and Grant of Easement (the "Operating Agreement") dated December 17, 1998, by and between the City and the University. All capitalized terms used and not otherwise defined in the Memoranda of Agreement shall have the meaning ascribed to them in the Operating Agreement. The City Manager and the President of the University are authorized to make all Operating Policies for the Joint Library.

1. COMPUTERS

1.1 Library Automation System.

1.1.1 Jointly-Owned Library Automation System. The University and the City will share a turnkey system (the "Library Automation System") that provides Web-based computing to blend the Library's resources and the Internet into a single computing entity. The Library Automation System will provide the Library and all of the City's branch libraries with computer software and hardware for processing applications for acquisitions, cataloging, circulation, express check-out interlibrary loans and inventory control. The University and the City will acquire the Library Automation System as Personal Property as provided in Section 1.1.2 below. The Co-Managers will select the Library Automation System by mutual agreement.

1.1.2 Purchase. The University has entered into the purchase contract with Innovative Interfaces, a copy of which is attached hereto as Exhibit A, on behalf of both the University and the City. The City agrees to reimburse the University for its share of the purchase price of the Library Automation System immediately on execution of this Memorandum of Agreement. The City will pay 66.67%, and the University will pay 33.33% of the total purchase price of the Library Automation System. The amount the City owes the University for the acquisition of this system is $996,709.02.

1.1.3 Maintenance, Replacement and Upgrade of Library Automation System. The Parties may upgrade or replace the Library Automation System by mutual agreement. The costs of any replacement or repair of components of the Library Automation System that serve the Library will be shared equally by the parties. The costs of any maintenance, replacement or upgrade of components of the Library Automation System that serve both the Library and the City's branch libraries will be paid 66.67% by the City and 33.33% by the University. The City will be responsible for the costs of any maintenance, replacement or repair of components of the Library Automation System that serve the City's branch libraries.
1.1.4 Separately-Owned Library Automation System Equipment. Under the terms of Section 3.4.3 of the Operating Agreement, each Party will retain the right to purchase software, modules or other programs for the Library Automation System with its own funds, and any such program purchased with a Party’s own funds will be separately owned by such Party. A Party purchasing such program with its separate funds will consult with the other Party regarding such purchase and, if such program has a material effect on the Library Automation System, the Party purchasing such program will obtain the prior written consent of the other Party, such consent not to be unreasonably withheld.

1.2 Procedure for Purchase of Additional Technology and Application of Cost Sharing Formulas. In order to purchase the technologies or replace or upgrade the technologies listed in subsections 1.3, 1.4, 1.5, 1.6, 1.7, and Section 2 below, the University and the City must first agree on the specifications of the technology to be acquired, the price of acquisition and which Party will make the acquisition. If both Parties agree as to the terms of acquisition, the cost-allocation formulas set forth below shall apply to the cost of acquisition. The Parties may enter into Memoranda of Agreement specifying the respective responsibility of each Party in acquiring or reimbursing the other Party for technology acquired pursuant to this Memorandum of Agreement.

1.3 Jointly-Owned Data Network. The University and the City will share one integrated data network along with related central equipment and software (the “Data Network”) to be used in the Library and linked to the City’s branch libraries. The University and the City will acquire the Data Network as Personal Property as part of the development of the Library Building pursuant to Section 3.4.1 of the Operating Agreement.

1.3.1 Maintenance, Replacement and Upgrade of Data Network. The annual costs of maintenance of components of the Data Network that support the Library will be shared equally by the Parties. The costs of any replacement or repair of any components of the Data Network that support the Library will be paid 41% by the City and 59% by the University. The costs of maintenance of any components of the Data Network that support both the Library and the City’s branch libraries will be paid 66.67% by the City and 33.33% by the University. The City will be responsible for all costs of purchase, maintenance, replacement or upgrade of any components of the Data Network that support the City’s branch libraries, are located in the City’s branch libraries or are necessary to connect the City’s branch libraries to the Library by way of the Data Network.

1.4 Classroom Computers. The University and the City intend to acquire computer equipment to be used in the Library classrooms and labs (the “Classroom Computers”) as Personal Property as part of the development of the Library Building pursuant to Section 3.4.1 of the Operating Agreement.

1.5 Self-Checkout Machines. The University and the City intend to acquire six self-checkout machines (the “Checkout Machines”) as Personal Property as part of the development of the Library Building pursuant to Section 3.4.1 of the Operating Agreement, provided, however, that the City will pay 66.67%, and the University will pay 33.33% of the annual maintenance and replacement costs of the Checkout Machines.
1.6 Service Computers. The University and the City intend to acquire computers and related peripheral devices, including but not limited to scanners and printers, for use by Library users and Library staff at service desks and Library Materials processing areas (the "Service Computers") as Personal Property as part of the development of the Library Building pursuant to Section 3.4.1 of the Operating Agreement, provided, however, that the purchase, replacement and upgrade costs of the Service Computers will be shared equally by the Parties.

1.6.1 Separately-Owned Employee Computers. Under the terms of Section 3.4.3 of the Operating Agreement, each Party will retain the right to purchase, maintain, replace or upgrade any computers and related peripheral devices for the use of its employees at their personal workstations or offices with its own funds, and any such computers and related peripheral devices will be separately owned by such Party. A party purchasing such computers with its separate funds will consult with the other Party regarding such purchase and, if such equipment has a material effect on the Data Network or any other shared technology, the Party purchasing such computers will obtain the prior written consent of the other Party, such consent not to be unreasonably withheld.

1.7 Library Materials Security Equipment. The University and the City will acquire security equipment (the "Library Materials Security Equipment") to protect the books, records, documents, periodicals and all other borrowed Library Materials as Personal Property as part of the development of the Library Building pursuant to Section 3.4.1 of the Operating Agreement. The costs of maintenance and replacement of the Library Materials Security Equipment (e.g., security gates) will be shared equally by the Parties, except that each Party shall separately bear the costs of magnetic strips for the security of its own library materials acquisitions.

2. TELEPHONE SERVICES

2.1 Joint Telephone Services. The University and the City intend to enter a service agreement to acquire a telephone switch and central telephone equipment including handsets (the "Telephone Services") as Personal Property as part of the development of the Library Building pursuant to Section 3.4.1 of the Operating Agreement. The switch will be located in the Library Building. The University and the City will enter into a service agreement with University Computing and Telecommunications ("UCAT") to establish telephone service for the Library, including telephone service for the Shared Lines (as defined below), and manage the switch. The City will be responsible for the purchase, use, replacement, upgrade and maintenance costs of the components of the Telephone Services that support the City’s branch libraries.

2.2 Shared Lines. The University and the City will agree on which telephone lines will be shared by the Parties ("Shared Lines"). The costs of use, replacement, upgrade and maintenance of the Shared Lines, including that portion of the Telephone Services that supports the Shared Lines, will be shared equally by the Parties.

2.3 Internet Connectivity. UCAT will provide a T-3 connection to the Internet via 4CNet and two T-1 connection lines for the Library. The costs of such Internet connectivity will be shared equally by the Parties.
2.4 **Separate Telephone Lines.** Each Party will retain the right to establish its own telephone lines ("Separate Lines") under the terms of Section 3.4.3 of the Operating Agreement. Each Party will be responsible for the costs of the use, replacement, upgrade and maintenance of any such Separate Lines. The costs of any maintenance of the components of the Telephone Services that support the Separate Lines will be paid by the University and the City in proportion to the number of Separate Lines that are operated by each.

3. **USAGE ATTRIBUTION**

3.1 **Tracking System.** The Co-Managers will develop a system (the "Tracking System") to record and allocate as reasonably and accurately as possible the relative usage rates of the Library and the City's branch libraries with regard to the Library Automation System, the Telephone Services and the Data Network and/or the extent to which these systems support the Library and the City's branch libraries. The results of the Tracking System will be used by the City and the University to attribute use and support for purposes of allocating costs in this Memorandum of Agreement and to assess the fairness of these cost allocation provisions. The City and the University hereby agree to negotiate in good faith regarding the cost allocation provisions set forth herein if and to the extent warranted by the results of the Tracking System.

4. **REPAIR, REPLACEMENT OR UPGRADE**

4.1 **Procedure; Standard.** Unless specifically designated otherwise in this Memorandum of Agreement, the procedure and cost allocation for any replacement, upgrade or repair of any of the Personal Property contemplated herein will be governed by Section 3.4.4 of the Operating Agreement. Any Personal Property purchased pursuant to this Memorandum of Agreement will be subject to the quality standards of Section 3.4.5 of the Operating Agreement.

[Signatures appear on the following page.]
ACKNOWLEDGED on this 10th day of June, 2003.

UNIVERSITY
By:  
Don W. Kassing  
Vice President,  
San José State University

CITY
By:  
Peter Jensen  
Assistant to the City Manager

APPROVED AS TO FORM:
By:  
Evet S. Loewen, Esq.  
Chief Deputy City Attorney,  
City of San José
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Santa Clara

On 6/24/2003, before me, Leona Bishop, Notary Public.

Personally appeared: Peter L. Jensen

Personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Title or Type of Document: Notice of Acknowledgement for Memorandum of Agreement Regarding Process & Cost Allocation for Acquisition of Technology (Library)

Document Date: Number of Pages: One

Signer(s) Other Than Named Above: None

Signer’s Name: Peter L. Jensen

Capacity Claimed by Signer: Assistant to the City Manager

Signer is Representing: City of San Jose
Memorandum

TO: PETER JENSEN
   Assistant to the City Manager

FROM: EVET LOEWEN
   Chief Deputy City Attorney

SUBJECT: Amendment to Joint Library Operation Agreement

DATE: June 12, 2003

Enclosed for your signature please find the First Amendment to the Agreement for Ownership and Operation of the Joint Library Building with the Trustees of the California State University. This item was approved by the Council on June 10, 2003, under Item No. 5.2 (Resolution No. 71598).

After execution of this agreement, the original should be sent to Shartsis, Friese & Ginsburg LLP on behalf of the Trustees of the California State University.

Please call me at extension 2401 if you have any questions.

Richard Doyle
City Attorney

By

EVET S. LOEWEN
Chief Deputy City Attorney

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