

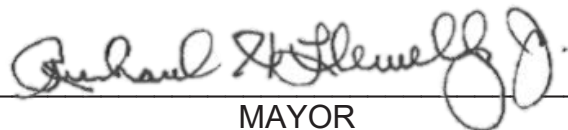
0150-11951-0000

T R A N S M I T T A L

TO Council	DATE 12/07/21	COUNCIL FILE NO.
FROM The Mayor		COUNCIL DISTRICT All

Proposed Amendments to Existing Contracts for the Provision of Library Materials

Transmitted for your consideration. See the City Administrative Officer report attached.



MAYOR
(Rich Llewellyn for)

MWS:AC:08220022c

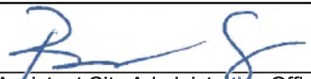
Report From
OFFICE OF THE CITY ADMINISTRATIVE OFFICER
Analysis of Proposed Contract
(\$25,000 or Greater and Longer than Three Months)

To: Mayor	Date: 11-23-21	C.D. No. All	CAO File No.: 0150-11951-0000				
Contracting Department/Bureau: Library Department		Contact: Madeleine Rackley					
Reference: Transmittal dated August 12, 2021							
Purpose of Contract: To extend the term and maximum amount of five existing contracts with suppliers of library materials and services.							
Type of Contract: () New contract (X) Amendment, Various		Contract Term Dates: March 11, 2019 through March 10, 2023, with two additional one-year options to renew.					
Contract/Amendment Amount: \$45,000,000 (\$3,000,000 per year, per contract)							
Proposed amount \$ 45,000,000 + Prior award(s) \$ 45,000,000 = Total \$ 90,000,000							
Source of funds: Library Fund, Fund 300							
Name of Contractor: Various							
Address: Various							
	Yes	No	N/A	Contractor has complied with:	Yes	No	N/A
1. Council has approved the purpose	X			8. Business Inclusion Program	X		
2. Appropriated funds are available	X			9. Equal Benefits & First Source Hiring Ordinances	X		
3. Charter Section 1022 findings completed	X			10. Contractor Responsibility Ordinance	X		
4. Proposals have been requested	X			11. Disclosure Ordinances	X		
5. Risk Management review completed	X			12. Bidder Certification CEC Form 50	X		
6. Standard Provisions for City Contracts included	X			13. Prohibited Contributors (Bidders) CEC Form 55	X		
7. Workforce that resides in the City: %				14. California Iran Contracting Act of 2010	X		

RECOMMENDATION

That the Council, subject to approval of the Mayor:

1. Authorize the President of the Board of Library Commissioners, or designee, to execute the proposed First Amendments to existing contracts with Baker & Taylor, LLC (C-132891), Brodart, Co. (C-132892), Children's Plus, Inc. (C-132890), Ingram Library Services, Inc. (C-132889), and Midwest Tape (C-132888), for a term of one year beginning on March 11, 2022 through March 10, 2023, with two optional one-year extensions, not to exceed \$3,000,000 per year per contract, subject to review and approval of the City Attorney as to form;
2. Request that the Board of Library Commissioners, or designee, ensure that the Contractors submit proof of current insurance on KwikComply that meets the minimum limits as required by the Risk Management Division, Office of the City Administrative Officer, before execution of the proposed First Amendments; and,
3. Request that the Board of Library Commissioners, or designee, attach the Standard Provisions for City Contracts (Rev. 10/21)[v.4] before execution of the proposed First Amendments.

<p>Andy Chen</p>	 Assistant City Administrative Officer
AC Analyst 08220022c	Assistant City Administrative Officer

SUMMARY

The Library Department requests approval to execute the proposed First Amendments (Amendments) to existing contracts with Baker & Taylor, LLC, Brodart, Co., Children's Plus, Inc., Ingram Library Services, Inc., and Midwest Tape, LLC (Contractors), to continue providing library materials for adults, young adults, and children for the City's Public Libraries. The proposed Amendments will extend the term of each contract by one year with two one-year options to renew, and will continue the annual maximum contract amount of \$3,000,000 per contract, per fiscal year. Copies of the proposed Amendments are included in the Library's transmittal attached to this report.

On June 14, 2018, the Board of Library Commissioners (Board) approved the issuance of a Request for Proposals (RFP) for a range of vendor services for cost effective and timely provision of books and non-book materials for the Library Department and added services such as web-based resources, electronic ordering, and physical processing/shelf ready services. The proposers were not required to provide all formats and services as described in the RFPs. On August 14, 2018, the Library received proposals from the five Contractors, which were reviewed by Library staff and deemed to have merit.

On November 8, 2018, the Board adopted Resolution No. 2018-48 (C-37), approving the contracts with the Contractors, subject to technical changes authorized by the City Attorney and City Librarian prior to execution. These contracts were executed on March 13, 2019.

The proposed Amendments will allow the Library to continue its existing contracts with multiple vendors, with no guarantee of dollar amount or quantities purchased, to allow maximum flexibility for the Library to purchase materials and services on an as-needed basis. Materials and services to be purchased include hardcover and paperback books, pre-binding for paperbacks, book processing services, binding services, CDs, DVDs, spoken word audio, and media processing services.

Section 5 of each existing contract states that there is no minimum amount of materials or services guaranteed in each Contract. Section 8 of each existing contract with the Contractors limits the Library's obligation to make payments to the current appropriation for each contract, and that the amount of services to be acquired from each Contractor per fiscal year will not exceed \$3,000,000

To the best of our knowledge, the Contractor has complied with most of the City's contracting requirements and policies. This Office recommends that, prior to execution of the proposed Amendments, that the Library attach the most recent Standard Provisions for City Contracts (Rev. 10/21)[v.4] to the proposed Amendments, and ensure that the Contractors have posted proof of current insurance policies to the City's KiwkComply system, at the minimum limits required by the Risk Management Division of the Office of the City Administrative Officer. The proposed Amendments are subject to review by the City Attorney as to form.

FISCAL IMPACT STATEMENT

Funding for the services in the proposed Amendments is provided in the Library Fund's Library Materials Account 009010, as part of the 2021-22 Adopted Budget. There is no additional impact on the General Fund.

FINANCIAL POLICIES STATEMENT

The recommendations in this report comply with the City's Financial Policies in that the proposed Amendment expenditures will be limited to the use of approved budgeted funds.

MWS:AC:08220022c

Attachment

BOARD OF LIBRARY
COMMISSIONERS

BÍCH NGOC CAO
PRESIDENT

KATHRYN EIDMANN
VICE-PRESIDENT

ARIANNE EDMONDS
DALE FRANZEN
JOSEFA SALINAS

RAQUEL M. BORDEN
BOARD EXECUTIVE ASSISTANT

CITY OF LOS ANGELES
CALIFORNIA



ERIC GARCETTI
MAYOR

LOS ANGELES
PUBLIC LIBRARY
ADMINISTRATIVE OFFICES

RICHARD J. RIORDAN
CENTRAL LIBRARY
630 WEST FIFTH STREET
LOS ANGELES, CA 90071

(213) 228-7515 Phone
(213) 228-7096 TDD
(877) 488-4327 TDD
(TOLL FREE NO.)

JOHN F. SZABO
CITY LIBRARIAN

August 12, 2021

Honorable Mayor Eric Garcetti
Attn: Legislative Coordinator
Room 303, City Hall

Dear Mayor Garcetti:


APPROVAL TO AMEND FIVE CONTRACTS FOR LIBRARY MATERIALS AND SERVICES

The Los Angeles Public Library is submitting First Amendment to five (5) contracts that are set to expire on March 10, 2022. Extending the term of each contract by one (1) year with two (2) one-year options, at the discretion of the City Librarian, to the following suppliers of library materials and services will ensure the uninterrupted acquisition of books and non-book materials, including electronic materials, for adults, young adults and children:

- 1) Baker & Taylor, LLC, Contract No. 811 (C-132891)
- 2) Brodart, Co., Contract No. 812 (C-132892)
- 3) Children's Plus, Inc., Contract No. 813 (C-132890)
- 4) Ingram Library Services, Inc., Contract No. 814 (C-132889)
- 5) Midwest Tape, LLC, Contract No. 815 (C-132888)

For questions or notification upon decision of this request, please contact the Board Office at (213) 228-7530 or at rborden@lapl.org.

Sincerely,


Raquel M. Borden
Board Executive Assistant

Enclosure: Library Resolution 2021-21 (C-20)
City Librarian Reports dated August 12, 2021
Proposed First Amendments to five (5) contracts

cc: Andy Chen, Administrative Analyst, CAO's Office
Madeleine Rackley, Business Office

**BOARD OF LIBRARY
COMMISSIONERS**

BÍCH NGỌC CAO
PRESIDENT

KATHRYN EIDMANN
VICE-PRESIDENT

ARIANNE EDMONDS
DALE FRANZEN
JOSEFA SALINAS

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BOARD EXECUTIVE ASSISTANT

CITY OF LOS ANGELES

CALIFORNIA



ERIC GARCETTI

MAYOR

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(877) 488-4327 TDD
(TOLL FREE NO.)

JOHN F. SZABO
CITY LIBRARIAN

August 12, 2021

LIBRARY RESOLUTION NO. 2021-21 (C-20)

WHEREAS, The Los Angeles Public Library (Library), provides books and non-books, including electronic materials, for adults, young adults, and children; and

WHEREAS, On November 8, 2018, the Board of Library Commissioners awarded five (5) contracts to provide library materials and services: 1) Baker & Taylor, LLC Contract No. 811 (C-132891); 2) Brodart Co. Contract No. 812 (C-132892); 3) Children's Plus, Inc. Contract No. 813 (C-132890); 4) Ingram Library Services, Inc. Contract No. 814 (C-132889); and, 4) Midwest Tape, LLC Contract No. 815 (C-132888); and

WHEREAS, The aforementioned five (5) contracts were executed on March 11, 2019, and are set to expire on March 10, 2022; and

WHEREAS, The Library requires the services of the aforementioned Contractors to provide a wide range of materials and vendor cost effective services for the timely provision of books and non-book materials for adults, teens and children, as well as selection of tools, physical processing, cataloging and other value added services; and

WHEREAS, Library staff recommends the approval of the First Amendments to extend the terms of the aforementioned contracts for one (1) year with two (2) one-year options to renew and continue with a maximum contract compensation of three-million dollars (\$3,000,000) per fiscal year (July 1st through June 30th); and

RESOLVED, That the Board of Library Commissioners adopt the City Librarian Board Report's recommendations and findings and approve the First Amendments to the five (5) aforementioned contracts for a term of one (1) year with two (2) one-year options to renew to ensure the ability of the Library to obtain library materials and services is uninterrupted; and

FURTHER RESOLVED, Authorize the City Librarian and City Attorney to make any necessary changes to the aforementioned five (5) First Amendments; and,

FURTHER RESOLVED, Authorize the President of the Board of Library Commissioners to execute the aforementioned First Amendments upon completion of the City's review and approval process.

This is a true copy:



Raquel M. Borden
Board Executive Assistant

Adopted by the following votes:

AYES: Cao/Edmonds/Eidmann/Franzen/Salinas
NOES: None
ABSENT: None

LOS ANGELES PUBLIC LIBRARY
BOARD REPORT

August 12, 2021

TO: Board of Library Commissioners

FROM: John F. Szabo, City Librarian

SUBJECT: **APPROVAL OF FIRST AMENDMENT TO FIVE (5) CONTRACTS FOR THE ACQUISITION OF LIBRARY MATERIALS AND SERVICES**

A. RECOMMENDATIONS:

THAT the Board of Library Commissioners ("Board"):

1. Approve the First Amendment substantially in the form on file for Baker & Taylor, LLC, Contract No. 811 (C-132891) executed on March 11, 2019, and set to expire on March 10, 2022, to extend the term by one (1) year with two (2) one-year options to renew at the discretion of the City Librarian, and continue the maximum contract compensation of three-million dollars (\$3,000,000) per fiscal year.
2. Approve the First Amendment substantially in the form on file for Brodart, Co., Contract No. 812 (C-132892) executed on March 11, 2019, and set to expire on March 10, 2022, to extend the term by one (1) year with two (2) one-year options to renew at the discretion of the City Librarian, and continue the maximum contract compensation of three-million dollars (\$3,000,000) per fiscal year.
3. Approve the First Amendment substantially in the form on file for Children's Plus, Inc., Contract No. 813 (C-132890) executed on March 11, 2019, and set to expire on March 10, 2022, to extend the term by one (1) year with two (2) one-year options to renew at the discretion of the City Librarian, and continue the maximum contract compensation of three-million dollars (\$3,000,000) per fiscal year.
4. Approve the First Amendment substantially in the form on file for Ingram Library Services, Inc., Contract No. 814 (C-132889) executed on March 11, 2019, and set to expire on March 10, 2022, to extend the term by one (1) year with two (2) one-year options to renew at the discretion of the City Librarian, and continue the maximum contract compensation of three-million dollars (\$3,000,000) per fiscal year.

5. Approve the First Amendment substantially in the form on file for Midwest Tape, LLC, Contract No. 815 (C-132888) executed on March 11, 2019, and set to expire on March 10, 2022, to extend the term by one (1) year with two (2) one-year options to renew at the discretion of the City Librarian, and continue the maximum contract compensation of three-million dollars (\$3,000,000) per fiscal year.
6. Find, in accordance with Charter Sections 371(e)(10) and 1022, and Los Angeles Administrative Code Section 10.15(a)(10) that it is more feasible to have the work performed by an independent contractor than by City employees and that it would be impractical and impossible to perform a successful competitive bid process in a timely and effective manner because of the COVID-19 pandemic and lack of staff to draft, release and process a Request for Proposals before the contracts expire.
7. Authorize the City Librarian and City Attorney to make any necessary technical changes to the aforementioned First Amendments.
8. Authorize the Board President to execute the aforementioned First Amendments upon completion of the City's review and approval process.
9. Adopt the attached Resolution regarding the First Amendments for the aforementioned contracts to provide library materials and services.

B. STATEMENT OF FACTS:

1. On November 8, 2018, the Board approved the award of contracts for the five (5) aforementioned vendors to provide library materials and services on an as-needed basis. All five contracts were executed on March 11, 2019, and are set to expire on March 10, 2022.
2. Library staff requests that the Board approve the First Amendments to the five (5) aforementioned contracts to extend the term by one (1) year with two (2) one-year options to extend at the discretion of the City Librarian. The First Amendments will ensure the uninterrupted acquisition of books and non-book materials, including electronic materials, for adults, young adults and children.
3. The Library requires the services of the Contractors to provide a wide range of materials and vendor cost effective services for the timely provision of books and non-book materials for adults, teens and children, as well as selection of tools, physical processing, cataloging and other value added services.
4. The Library was closed to the public throughout 2020 and part of 2021 due to the COVID-19 pandemic and the Mayor's "Safer at Home"

emergency order. The priority of the Library during that period was providing information to the public on the pandemic, creating and expanding online programs and initiatives to assist residents during social isolation, creating the Library-To-Go program, preparing 72 branch libraries and Central Library for reopening, and providing staff to work as Disaster Service Workers. This emergency situation has resulted in the Library being unable to develop and perform a competitive bid process in a timely and effective manner. This First Amendment to the existing contracts will provide sufficient time to develop and perform a successful competitive bid process, and would best serve the interest of the public and accomplish the purpose of the process.

5. Due to the COVID-19 pandemic, the City faced an economic downturn which, in part, resulted in a citywide hiring freeze. The Library was unable to fill vacant positions, including key administrative positions which prepare and process documents for the competitive bid process, including a process for Library materials and services. The positions currently remain unfilled as the hiring process is underway.
6. The First Amendments include a maximum contract compensation amount of three-million dollars (\$3,000,000) each per fiscal year, which is consistent with the current terms of the contracts.
7. Funds are available in the Library Materials Account 9010 and in Trust Fund Account 831.
8. The First Amendments have been reviewed by the City Attorney and are ready to be transmitted for processing.

Attachments

Prepared by: Madeleine M. Rackley, Business Manager
Robert Morales, Senior Management Analyst (Retired)

Reviewed by: Susan Broman, Assistant City Librarian

NEXT PAGE: Resolution

August 12, 2021

LIBRARY RESOLUTION NO. 2021-XX (C-XX)

WHEREAS, The Los Angeles Public Library (Library), provides books and non-books, including electronic materials, for adults, young adults, and children; and,

WHEREAS, On November 8, 2018, the Board of Library Commissioners awarded five (5) contracts to provide library materials and services: 1) Baker & Taylor, LLC Contract No. 811 (C-132891); 2) Brodart Co. Contract No. 812 (C-132892); 3) Children's Plus, Inc. Contract No. 813 (C-132890); 4) Ingram Library Services, Inc. Contract No. 814 (C-132889); and, 4) Midwest Tape, LLC Contract No. 815 (C-132888); and,

WHEREAS, The aforementioned five (5) contracts were executed on March 11, 2019, and are set to expire on March 10, 2022; and,

WHEREAS, The Library requires the services of the aforementioned Contractors to provide a wide range of materials and vendor cost effective services for the timely provision of books and non-book materials for adults, teens and children, as well as selection of tools, physical processing, cataloging and other value added services; and,

WHEREAS, Library staff recommends the approval of the First Amendments to extend the terms of the aforementioned contracts for one (1) year with two (2) one-year options to renew and continue with a maximum contract compensation of three-million dollars (\$3,000,000) per fiscal year (July 1st through June 30th); and,

RESOLVED, That the Board of Library Commissioners adopt the City Librarian Board Report's recommendations and findings and approve the First Amendments to the five (5) aforementioned contracts for a term of one (1) year with two (2) one-year options to renew to ensure the ability of the Library to obtain library materials and services is uninterrupted; and,

FURTHER RESOLVED, Authorize the City Librarian and City Attorney to make any necessary changes to the aforementioned five (5) First Amendments; and,

FURTHER RESOLVED, Authorize the President of the Board of Library Commissioners to execute the aforementioned First Amendments upon completion of the City's review and approval process.

This is a true copy:

**FIRST AMENDMENT
TO
CONTRACT NO. 811 (C-132891)
BETWEEN
THE LOS ANGELES PUBLIC LIBRARY
AND
BAKER & TAYLOR, LLC**

THIS FIRST AMENDMENT to Contract No. 811 (C-132891) is made and entered into by and between the City of Los Angeles (hereinafter referred to as "City", a municipal corporation, acting by and through its Board of Library Commissioners, (hereinafter referred to as "City", "Board" or "Library"), and Baker & Taylor, LLC, (hereinafter referred to as "Contractor") to provide Library Materials and Services on an as-needed basis. Library and Contractor may also be referred to herein individually as a "Party" or collectively as the "Parties".

WHEREAS, On November 8, 2018, the Board awarded a contract to Contractor to provide library materials and services on an as-needed basis for a term of three (3) years and a maximum contract compensation amount of three-million dollars (\$3,000,000) per fiscal year; and,

WHEREAS, On March 11, 2019, Contract No. 811 (C-132891) was executed between the Library and Contractor and is set to expire on March 10, 2022; and,

WHEREAS, The Library requires the services of Contractor to provide a wide range of materials and vendor cost effective services for the timely provision of books and non-book materials for adults, teens and children, as well as selection of tools, physical processing, cataloging and other value added services; and,

WHEREAS, On August 12, 2021, Library staff recommended the approval of the First Amendment to extend Contract No. 811 (C-132891) for an additional one-year, with two (2) one-year options to extend, at the discretion of the City Librarian, and continue a maximum contract compensation amount of three-million dollars (\$3,000,000) per fiscal year (July 1st through June 30th), to ensure the uninterrupted acquisition of books and non-book materials, including electronic materials, for adults, young adults and children; and,

WHEREAS, On August 12, 2021, the Board approved the execution of the First Amendment to Contract No. 811 (C-132891) (Board Resolution No. 2021-21 [C-20]); and,

WHEREAS, Funds are available in Library Fund 300 and in Fund 831 to compensate CONTRACTOR for library materials and services; and,

WHEREAS, On August 12, 2021, the Board found in accordance with Charter Sections 371(e)(10) and 1022, and Los Angeles Administrative Code Section 10.15(a)(10), that it is more feasible to have the work performed by an independent contractor than by City employees and that the use of competitive bidding would be impractical and impossible at this time and that the First Amendment to the existing contract would provide sufficient time to develop and perform a successful competitive bid process, and would best service the interest of the public and accomplish the purpose of the process.

NOW, THEREFORE, in consideration of the promises, and of the mutual covenants and agreements herein contained, the Parties agree as follows:

Section 1.0 (“DOCUMENTS”) shall be replaced in its entirety as follows:

This Agreement shall be composed of the following documents which shall be made a part hereof as though fully set forth herein:

- A. This First Amendment to Contract No. 811 (C-132891).
- B. Contract No. 811 (C-132891), attached hereto and incorporated by reference as Exhibit D.
- C. Standard Provisions for City Contracts (Rev. 10/17 [V.3]) attached hereto and incorporated by reference as Exhibit A.
- D. The Request for Proposals for the Acquisition of Library Materials and Services issued on June 15, 2018, attached hereto and incorporated by reference as Exhibit B.
- E. The CONTRACTOR’s response to the Request for Proposals for the Acquisition of Library Materials and Services and the completed attachments hereto as submitted in response to the Request for Proposals issued by the Library attached hereto and incorporated by reference as Exhibit C.

All of the above Exhibits are on file in the Office of the Board of Library Commissioners, and each of the Parties hereto agree to carry out and fully perform each and all of the provisions of said Exhibits which are required of it to be performed.

Section 2.0 (“ORDER OF PRECEDENCE”) shall be replaced in its entirety as follows:

This Agreement contains the full and complete Agreement between the Parties. No verbal agreement or conversation with any officer or employee of either Party shall affect or modify any of the terms and

conditions of this Agreement. Resolution of any conflicting provisions in the documents constituting this Agreement for Acquisition of Library Materials and Services for Los Angeles Public Library shall be resolved by considering the documents according to the following order of precedence:

- A. This First Amendment to Contract No. 811 (C-132891).
- B. Contract No. 811 (C-132891), attached hereto and incorporated by reference as Exhibit D.
- C. Standard Provisions for City Contracts (Rev. 10/17 [V.3]) attached hereto and incorporated by reference as Exhibit A.
- D. The Request for Proposals for the Acquisition of Library Materials and Services issued on June 15, 2018, attached hereto and incorporated by reference as Exhibit B.
- E. The CONTRACTOR's response to the Request for Proposals for the Acquisition of Library Materials and Services and the completed attachments hereto as submitted in response to the Request for Proposals issued by the Library attached hereto and incorporated by reference as Exhibit C.

Section 3.0 ("TERM OF AGREEMENT") shall be replaced in its entirety with the following:

The term of this Agreement shall be for four (4) years with two (2) additional one-year renewal options exercisable at the discretion of the City Librarian as shall be set as follows:

- A. Contract Year 1: March 11, 2019 – March 10, 2020
- B. Contract Year 2: March 11, 2020 – March 10, 2021
- C. Contract Year 3: March 11, 2021 – March 10, 2022
- D. Contract Year 4: March 11, 2022 – March 10, 2023
- E. Contract Year 5: March 11, 2023 – March 10, 2024 (if renewed)
- F. Contract Year 6: March 11, 2024 – March 10, 2025 (if renewed)

Add Section 16.0 ("BORDER WALL BID DISCLOSURE")

"Contractor shall comply with Los Angeles Administrative Code ("LAAC") Section 10.50 et seq., "Disclosure of Border Wall Contracting." City may terminate this Agreement at any time if City determines that Contractor failed to fully and accurately complete the required affidavit and disclose all Border Wall Bids and

Border Wall Contracts, as defined in LAAC Section 10.15.1. The required affidavit must be submitted online at www.labavn.org.”

This First Amendment is executed in three (3) duplicate originals, each of which is deemed to be an original.

(SIGNATURE PAGE TO FOLLOW)

IN WITNESS THEREOF, the Parties hereto have caused this First Amendment to Contract No. 811 (C-132891) to be executed by their respective duly authorized representatives.

By _____
BÍCH NGỌC CAO
President
Board of Library Commissioners

By _____
STEFANIE KREMER
Director, Pricing Services
Baker & Taylor, LLC

Date _____

Date _____

APPROVED AS TO FORM:

ATTEST:

MICHAEL N. FEUER, City Attorney

By _____
BASIA JANKOWSKI
Deputy City Attorney

By _____
RAQUEL BORDEN
Executive Assistant

Date _____

Date _____

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By: _____

Date: _____

**FIRST AMENDMENT
TO
CONTRACT NO. 812 (C-132892)
BETWEEN
THE LOS ANGELES PUBLIC LIBRARY
AND
BRODART, CO.**

THIS FIRST AMENDMENT to Contract No. 812 (C-132892) is made and entered into by and between the City of Los Angeles (hereinafter referred to as "City", a municipal corporation, acting by and through its Board of Library Commissioners, (hereinafter referred to as "City", "Board" or "Library"), and Brodart, Co., (hereinafter referred to as "Contractor") to provide Library Materials and Services on an as-needed basis. Library and Contractor may also be referred to herein individually as a "Party" or collectively as the "Parties".

WHEREAS, On November 8, 2018, the Board awarded a contract to Contractor to provide library materials and services on an as-needed basis for a term of three (3) years and a maximum contract compensation amount of three-million dollars (\$3,000,000) per fiscal year; and,

WHEREAS, On March 11, 2019, Contract No. 812 (C-132892) was executed between the Library and Contractor and is set to expire on March 10, 2022; and,

WHEREAS, The Library requires the services of Contractor to provide a wide range of materials and vendor cost effective services for the timely provision of books and non-book materials for adults, teens and children, as well as selection of tools, physical processing, cataloging and other value added services; and

WHEREAS, On August 12, 2021, Library staff recommended the approval of the First Amendment to extend Contract No. 812 (C-132892) for an additional one-year, with two (2) one-year options to extend, at the discretion of the City Librarian, and continue a maximum contract compensation amount of three-million dollars (\$3,000,000) per fiscal year (July 1st through June 30th), to ensure the uninterrupted acquisition of books and non-book materials, including electronic materials, for adults, young adults and children; and

WHEREAS, On August 12, 2021, the Board approved the execution of the First Amendment to Contract No. 812 (C-132892) (Board Resolution No. 2021-21 [C-20]); and

WHEREAS, Funds are available in Library Fund 300 and in Fund 831 to compensate CONTRACTOR for library materials and services; and

WHEREAS, On August 12, 2021, the Board found in accordance with Charter Sections 371(e)(10) and 1022, and Los Angeles Administrative Code Section 10.15(a)(10), that it is more feasible to have the work performed by an independent contractor than by City employees and that the use of competitive bidding would be impractical and impossible at this time and that the First Amendment to the existing contract would provide sufficient time to develop and perform a successful competitive bid process, and would best service the interest of the public and accomplish the purpose of the process.

NOW, THEREFORE, in consideration of the promises, and of the mutual covenants and agreements herein contained, the Parties agree as follows:

Section 1.0 (“DOCUMENTS”) shall be replaced in its entirety as follows:

This Agreement shall be composed of the following documents which shall be made a part hereof as though fully set forth herein:

- A. This First Amendment to Contract No. 812 (C-132892).
- B. Contract No. 812 (C-132892), attached hereto and incorporated by reference as Exhibit D.
- C. Standard Provisions for City Contracts (Rev. 10/17 [V.3]) attached hereto and incorporated by reference as Exhibit A.
- D. The Request for Proposals for the Acquisition of Library Materials and Services issued on June 15, 2018, attached hereto and incorporated by reference as Exhibit B.
- E. The CONTRACTOR’s response to the Request for Proposals for the Acquisition of Library Materials and Services and the completed attachments hereto as submitted in response to the Request for Proposals issued by the Library attached hereto and incorporated by reference as Exhibit C.

All of the above Exhibits are on file in the Office of the Board of Library Commissioners, and each of the Parties hereto agree to carry out and fully perform each and all of the provisions of said Exhibits which are required of it to be performed.

Section 2.0 (“ORDER OF PRECEDENCE”) shall be replaced in its entirety as follows:

This Agreement contains the full and complete Agreement between the Parties. No verbal agreement or conversation with any officer or employee of either Party shall affect or modify any of the terms and

conditions of this Agreement. Resolution of any conflicting provisions in the documents constituting this Agreement for Acquisition of Library Materials and Services for Los Angeles Public Library shall be resolved by considering the documents according to the following order of precedence:

- A. This First Amendment to Contract No. 812 (C-132892).
- B. Contract No. 812 (C-132892), attached hereto and incorporated by reference as Exhibit D.
- C. Standard Provisions for City Contracts (Rev. 10/17 [V.3]) attached hereto and incorporated by reference as Exhibit A.
- D. The Request for Proposals for the Acquisition of Library Materials and Services issued on June 15, 2018, attached hereto and incorporated by reference as Exhibit B.
- E. The CONTRACTOR's response to the Request for Proposals for the Acquisition of Library Materials and Services and the completed attachments hereto as submitted in response to the Request for Proposals issued by the Library attached hereto and incorporated by reference as Exhibit C.

Section 3.0 ("TERM OF AGREEMENT") shall be replaced in its entirety with the following:

The term of this Agreement shall be for four (4) years with two (2) additional one-year renewal options exercisable at the discretion of the City Librarian as shall be set as follows:

- A. Contract Year 1: March 11, 2019 – March 10, 2020
- B. Contract Year 2: March 11, 2020 – March 10, 2021
- C. Contract Year 3: March 11, 2021 – March 10, 2022
- D. Contract Year 4: March 11, 2022 – March 10, 2023
- E. Contract Year 5: March 11, 2023 – March 10, 2024 (if renewed)
- F. Contract Year 6: March 11, 2024 – March 10, 2025 (if renewed)

Add Section 16.0 ("BORDER WALL BID DISCLOSURE")

"Contractor shall comply with Los Angeles Administrative Code ("LAAC") Section 10.50 et seq., "Disclosure of Border Wall Contracting." City may terminate this Agreement at any time if City determines that Contractor failed to fully and accurately complete the required affidavit and disclose all Border Wall Bids and

Border Wall Contracts, as defined in LAAC Section 10.15.1. The required affidavit must be submitted online at www.labavn.org.”

This First Amendment is executed in three (3) duplicate originals, each of which is deemed to be an original.

(SIGNATURE PAGE TO FOLLOW)

IN WITNESS THEREOF, the Parties hereto have caused this First Amendment to Contract No. 812 (C-132892) to be executed by their respective duly authorized representatives.

By _____
BÍCH NGỌC CAO
President
Board of Library Commissioners

By _____
RICHARD DILL
Vice-President
Brodart, Co.

Date _____

Date _____

APPROVED AS TO FORM:

ATTEST:

MICHAEL N. FEUER, City Attorney

By _____
BASIA JANKOWSKI
Deputy City Attorney

By _____
RAQUEL BORDEN
Executive Assistant

Date _____

Date _____

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By: _____

Date: _____

**FIRST AMENDMENT
TO
CONTRACT NO. 813 (C-132890)
BETWEEN
THE LOS ANGELES PUBLIC LIBRARY
AND
CHILDREN'S PLUS, INC.**

THIS FIRST AMENDMENT to Contract No. 813 (C-132890) is made and entered into by and between the City of Los Angeles (hereinafter referred to as "City", a municipal corporation, acting by and through its Board of Library Commissioners, (hereinafter referred to as "City", "Board" or "Library"), and Children's Plus, Inc., (hereinafter referred to as "Contractor") to provide Library Materials and Services on an as-needed basis. Library and Contractor may also be referred to herein individually as a "Party" or collectively as the "Parties".

WHEREAS, On November 8, 2018, the Board awarded a contract to Contractor to provide library materials and services on an as-needed basis for a term of three (3) years and a maximum contract compensation amount of three-million dollars (\$3,000,000) per fiscal year; and,

WHEREAS, On March 11, 2019, Contract No. 813 (C-132890) was executed between the Library and Contractor and is set to expire on March 10, 2022; and,

WHEREAS, The Library requires the services of Contractor to provide a wide range of materials and vendor cost effective services for the timely provision of books and non-book materials for adults, teens and children, as well as selection of tools, physical processing, cataloging and other value added services; and

WHEREAS, On August 12, 2021, Library staff recommended the approval of the First Amendment to extend Contract No. 813 (C-132890) for an additional one-year, with two (2) one-year options to extend, at the discretion of the City Librarian, and continue a maximum contract compensation amount of three-million dollars (\$3,000,000) per fiscal year (July 1st through June 30th), to ensure the uninterrupted acquisition of books and non-book materials, including electronic materials, for adults, young adults and children; and

WHEREAS, On August 12, 2021, the Board approved the execution of the First Amendment to Contract No. 813 (C-132890) (Board Resolution No. 2021-21 [C-20]); and

WHEREAS, Funds are available in Library Fund 300 and in Fund 831 to compensate CONTRACTOR for library materials and services; and

WHEREAS, On August 12, 2021, the Board found in accordance with Charter Sections 371(e)(10) and 1022, and Los Angeles Administrative Code Section 10.15(a)(10), that it is more feasible to have the work performed by an independent contractor than by City employees and that the use of competitive bidding would be impractical and impossible at this time and that the First Amendment to the existing contract would provide sufficient time to develop and perform a successful competitive bid process, and would best service the interest of the public and accomplish the purpose of the process.

NOW, THEREFORE, in consideration of the promises, and of the mutual covenants and agreements herein contained, the Parties agree as follows:

Section 1.0 (“DOCUMENTS”) shall be replaced in its entirety as follows:

This Agreement shall be composed of the following documents which shall be made a part hereof as though fully set forth herein:

- A. This First Amendment to Contract No. 813 (C-132890).
- B. Contract No. 813 (C-132890), attached hereto and incorporated by reference as Exhibit D.
- C. Standard Provisions for City Contracts (Rev. 10/17 [V.3]) attached hereto and incorporated by reference as Exhibit A.
- D. The Request for Proposals for the Acquisition of Library Materials and Services issued on June 15, 2018, attached hereto and incorporated by reference as Exhibit B.
- E. The CONTRACTOR’s response to the Request for Proposals for the Acquisition of Library Materials and Services and the completed attachments hereto as submitted in response to the Request for Proposals issued by the Library attached hereto and incorporated by reference as Exhibit C.

All of the above Exhibits are on file in the Office of the Board of Library Commissioners, and each of the Parties hereto agree to carry out and fully perform each and all of the provisions of said Exhibits which are required of it to be performed.

Section 2.0 (“ORDER OF PRECEDENCE”) shall be replaced in its entirety as follows:

This Agreement contains the full and complete Agreement between the Parties. No verbal agreement or conversation with any officer or employee of either Party shall affect or modify any of the terms and

conditions of this Agreement. Resolution of any conflicting provisions in the documents constituting this Agreement for Acquisition of Library Materials and Services for Los Angeles Public Library shall be resolved by considering the documents according to the following order of precedence:

- A. This First Amendment to Contract No. 813 (C-132890).
- B. Contract No. 813 (C-132890), attached hereto and incorporated by reference as Exhibit D.
- C. Standard Provisions for City Contracts (Rev. 10/17 [V.3]) attached hereto and incorporated by reference as Exhibit A.
- D. The Request for Proposals for the Acquisition of Library Materials and Services issued on June 15, 2018, attached hereto and incorporated by reference as Exhibit B.
- E. The CONTRACTOR's response to the Request for Proposals for the Acquisition of Library Materials and Services and the completed attachments hereto as submitted in response to the Request for Proposals issued by the Library attached hereto and incorporated by reference as Exhibit C.

Section 3.0 ("TERM OF AGREEMENT") shall be replaced in its entirety with the following:

The term of this Agreement shall be for four (4) years with two (2) additional one-year renewal options exercisable at the discretion of the City Librarian as shall be set as follows:

- A. Contract Year 1: March 11, 2019 – March 10, 2020
- B. Contract Year 2: March 11, 2020 – March 10, 2021
- C. Contract Year 3: March 11, 2021 – March 10, 2022
- D. Contract Year 4: March 11, 2022 – March 10, 2023
- E. Contract Year 5: March 11, 2023 – March 10, 2024 (if renewed)
- F. Contract Year 6: March 11, 2024 – March 10, 2025 (if renewed)

Add Section 16.0 ("BORDER WALL BID DISCLOSURE")

"Contractor shall comply with Los Angeles Administrative Code ("LAAC") Section 10.50 et seq., "Disclosure of Border Wall Contracting." City may terminate this Agreement at any time if City determines that Contractor failed to fully and accurately complete the required affidavit and disclose all Border Wall Bids and

Border Wall Contracts, as defined in LAAC Section 10.15.1. The required affidavit must be submitted online at www.labavn.org.”

This First Amendment is executed in three (3) duplicate originals, each of which is deemed to be an original.

(SIGNATURE PAGE TO FOLLOW)

IN WITNESS THEREOF, the Parties hereto have caused this First Amendment to Contract No. 813 (C-132890) to be executed by their respective duly authorized representatives.

By _____
BÍCH NGỌC CAO
President
Board of Library Commissioners

By _____
JOHN G. WALSH
Vice-President
Children's Plus, Inc.

Date _____

Date _____

APPROVED AS TO FORM:

ATTEST:

MICHAEL N. FEUER, City Attorney

By _____
BASIA JANKOWSKI
Deputy City Attorney

By _____
RAQUEL BORDEN
Executive Assistant

Date _____

Date _____

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By: _____

Date: _____

**FIRST AMENDMENT
TO
CONTRACT NO. 814 (C-132889)
BETWEEN
THE LOS ANGELES PUBLIC LIBRARY
AND
INGRAM LIBRARY SERVICES, INC.**

THIS FIRST AMENDMENT to Contract No. 814 (C-132889) is made and entered into by and between the City of Los Angeles (hereinafter referred to as "City", a municipal corporation, acting by and through its Board of Library Commissioners, (hereinafter referred to as "City", "Board" or "Library"), and Ingram Library Services, Inc., (hereinafter referred to as "Contractor") to provide Library Materials and Services on an as-needed basis. Library and Contractor may also be referred to herein individually as a "Party" or collectively as the "Parties".

WHEREAS, On November 8, 2018, the Board awarded a contract to Contractor to provide library materials and services on an as-needed basis for a term of three (3) years and a maximum contract compensation amount of three-million dollars (\$3,000,000) per fiscal year; and

WHEREAS, On March 11, 2019, Contract No. 814 (C-132889) was executed between the Library and Contractor and is set to expire on March 10, 2022; and,

WHEREAS, The Library requires the services of Contractor to provide a wide range of materials and vendor cost effective services for the timely provision of books and non-book materials for adults, teens and children, as well as selection of tools, physical processing, cataloging and other value added services; and

WHEREAS, On August 12, 2021, Library staff recommended the approval of the First Amendment to extend Contract No. 814 (C-132889) for an additional one-year, with two (2) one-year options to extend, at the discretion of the City Librarian, and continue a maximum contract compensation amount of three-million dollars (\$3,000,000) per fiscal year (July 1st through June 30th), to ensure the uninterrupted acquisition of books and non-book materials, including electronic materials, for adults, young adults and children; and

WHEREAS, On August 12, 2021, the Board approved the execution of the First Amendment to Contract No. 814 (C-132889) (Board Resolution No. 2021-21 [C-20]); and

WHEREAS, Funds are available in Library Fund 300 and in Fund 831 to compensate CONTRACTOR for library materials and services; and

WHEREAS, On August 12, 2021, the Board found in accordance with Charter Sections 371(e)(10) and 1022, and Los Angeles Administrative Code Section 10.15(a)(10), that it is more feasible to have the work performed by an independent contractor than by City employees and that the use of competitive bidding would be impractical and impossible at this time and that the First Amendment to the existing contract would provide sufficient time to develop and perform a successful competitive bid process, and would best service the interest of the public and accomplish the purpose of the process.

NOW, THEREFORE, in consideration of the promises, and of the mutual covenants and agreements herein contained, the Parties agree as follows:

Section 1.0 (“DOCUMENTS”) shall be replaced in its entirety as follows:

This Agreement shall be composed of the following documents which shall be made a part hereof as though fully set forth herein:

- A. This First Amendment to Contract No. 814 (C-132889).
- B. Contract No. 814 (C-132889), attached hereto and incorporated by reference as Exhibit D.
- C. Standard Provisions for City Contracts (Rev. 10/17 [V.3]) attached hereto and incorporated by reference as Exhibit A.
- D. The Request for Proposals for the Acquisition of Library Materials and Services issued on June 15, 2018, attached hereto and incorporated by reference as Exhibit B.
- E. The CONTRACTOR’s response to the Request for Proposals for the Acquisition of Library Materials and Services and the completed attachments hereto as submitted in response to the Request for Proposals issued by the Library attached hereto and incorporated by reference as Exhibit C.

All of the above Exhibits are on file in the Office of the Board of Library Commissioners, and each of the Parties hereto agree to carry out and fully perform each and all of the provisions of said Exhibits which are required of it to be performed.

Section 2.0 (“ORDER OF PRECEDENCE”) shall be replaced in its entirety as follows:

This Agreement contains the full and complete Agreement between the Parties. No verbal agreement or conversation with any officer or employee of either Party shall affect or modify any of the terms and

conditions of this Agreement. Resolution of any conflicting provisions in the documents constituting this Agreement for Acquisition of Library Materials and Services for Los Angeles Public Library shall be resolved by considering the documents according to the following order of precedence:

- A. This First Amendment to Contract No. 814 (C-132889).
- B. Contract No. 814 (C-132889), attached hereto and incorporated by reference as Exhibit D.
- C. Standard Provisions for City Contracts (Rev. 10/17 [V.3]) attached hereto and incorporated by reference as Exhibit A.
- D. The Request for Proposals for the Acquisition of Library Materials and Services issued on June 15, 2018, attached hereto and incorporated by reference as Exhibit B.
- E. The CONTRACTOR's response to the Request for Proposals for the Acquisition of Library Materials and Services and the completed attachments hereto as submitted in response to the Request for Proposals issued by the Library attached hereto and incorporated by reference as Exhibit C.

Section 3.0 ("TERM OF AGREEMENT") shall be replaced in its entirety with the following:

The term of this Agreement shall be for four (4) years with two (2) additional one-year renewal options exercisable at the discretion of the City Librarian as shall be set as follows:

- A. Contract Year 1: March 11, 2019 – March 10, 2020
- B. Contract Year 2: March 11, 2020 – March 10, 2021
- C. Contract Year 3: March 11, 2021 – March 10, 2022
- D. Contract Year 4: March 11, 2022 – March 10, 2023
- E. Contract Year 5: March 11, 2023 – March 10, 2024 (if renewed)
- F. Contract Year 6: March 11, 2024 – March 10, 2025 (if renewed)

Add Section 16.0 ("BORDER WALL BID DISCLOSURE")

"Contractor shall comply with Los Angeles Administrative Code ("LAAC") Section 10.50 et seq., "Disclosure of Border Wall Contracting." City may terminate this Agreement at any time if City determines that Contractor failed to fully and accurately complete the required affidavit and disclose all Border Wall Bids and

Border Wall Contracts, as defined in LAAC Section 10.15.1. The required affidavit must be submitted online at www.labavn.org.”

This First Amendment is executed in three (3) duplicate originals, each of which is deemed to be an original.

(SIGNATURE PAGE TO FOLLOW)

IN WITNESS THEREOF, the Parties hereto have caused this First Amendment to Contract No. 814 (C-132889) to be executed by their respective duly authorized representatives.

By _____
BÍCH NGỌC CAO
President
Board of Library Commissioners

By _____
PAMELA R. SMITH
Vice-President
Ingram Library Services, Inc.

Date _____

Date _____

APPROVED AS TO FORM:

ATTEST:

MICHAEL N. FEUER, City Attorney

By _____
BASIA JANKOWSKI
Deputy City Attorney

By _____
RAQUEL BORDEN
Executive Assistant

Date _____

Date _____

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By: _____

Date: _____

**FIRST AMENDMENT
TO
CONTRACT NO. 815 (C-132888)
BETWEEN
THE LOS ANGELES PUBLIC LIBRARY
AND
MIDWEST TAPE, LLC**

THIS FIRST AMENDMENT to Contract No. 815 (C-132888) is made and entered into by and between the City of Los Angeles (hereinafter referred to as "City", a municipal corporation, acting by and through its Board of Library Commissioners, (hereinafter referred to as "City", "Board" or "Library"), and Midwest Tape, LLC, (hereinafter referred to as "Contractor") to provide Library Materials and Services on an as-needed basis. Library and Contractor may also be referred to herein individually as a "Party" or collectively as the "Parties".

WHEREAS, On November 8, 2018, the Board awarded a contract to Contractor to provide library materials and services on an as-needed basis for a term of three (3) years and a maximum contract compensation amount of three-million dollars (\$3,000,000) per fiscal year; and,

WHEREAS, On March 11, 2019, Contract No. 815 (C-132888) was executed between the Library and Contractor and is set to expire on March 10, 2022; and,

WHEREAS, The Library requires the services of Contractor to provide a wide range of materials and vendor cost effective services for the timely provision of books and non-book materials for adults, teens and children, as well as selection of tools, physical processing, cataloging and other value added services; and,

WHEREAS, On August 12, 2021, Library staff recommended the approval of the First Amendment to extend Contract No. 815 (C-132888) for an additional one-year, with two (2) one-year options to extend, at the discretion of the City Librarian, and continue a maximum contract compensation amount of three-million dollars (\$3,000,000) per fiscal year (July 1st through June 30th), to ensure the uninterrupted acquisition of books and non-book materials, including electronic materials, for adults, young adults and children; and

WHEREAS, On August 12, 2021, the Board approved the execution of the First Amendment to Contract No. 815 (C-132888) (Board Resolution No. 2021-21 [C-20]); and

WHEREAS, Funds are available in Library Fund 300 and in Fund 831 to compensate CONTRACTOR for library materials and services; and

WHEREAS, On August 12, 2021, the Board found in accordance with Charter Sections 371(e)(10) and 1022, and Los Angeles Administrative Code Section 10.15(a)(10), that it is more feasible to have the work performed by an independent contractor than by City employees and that the use of competitive bidding would be impractical and impossible at this time and that the First Amendment to the existing contract would provide sufficient time to develop and perform a successful competitive bid process, and would best service the interest of the public and accomplish the purpose of the process.

NOW, THEREFORE, in consideration of the promises, and of the mutual covenants and agreements herein contained, the Parties agree as follows:

Section 1.0 (“DOCUMENTS”) shall be replaced in its entirety as follows:

This Agreement shall be composed of the following documents which shall be made a part hereof as though fully set forth herein:

- A. This First Amendment to Contract No. 815 (C-132888).
- B. Contract No. 815 (C-132888), attached hereto and incorporated by reference as Exhibit D.
- C. Standard Provisions for City Contracts (Rev. 10/17 [V.3]) attached hereto and incorporated by reference as Exhibit A.
- D. The Request for Proposals for the Acquisition of Library Materials and Services issued on June 15, 2018, attached hereto and incorporated by reference as Exhibit B.
- E. The CONTRACTOR’s response to the Request for Proposals for the Acquisition of Library Materials and Services and the completed attachments hereto as submitted in response to the Request for Proposals issued by the Library attached hereto and incorporated by reference as Exhibit C.

All of the above Exhibits are on file in the Office of the Board of Library Commissioners, and each of the Parties hereto agree to carry out and fully perform each and all of the provisions of said Exhibits which are required of it to be performed.

Section 2.0 (“ORDER OF PRECEDENCE”) shall be replaced in its entirety as follows:

This Agreement contains the full and complete Agreement between the Parties. No verbal agreement or conversation with any officer or employee of either Party shall affect or modify any of the terms and

conditions of this Agreement. Resolution of any conflicting provisions in the documents constituting this Agreement for Acquisition of Library Materials and Services for Los Angeles Public Library shall be resolved by considering the documents according to the following order of precedence:

- A. This First Amendment to Contract No. 815 (C-132888).
- B. Contract No. 815 (C-132888), attached hereto and incorporated by reference as Exhibit D.
- C. Standard Provisions for City Contracts (Rev. 10/17 [V.3]) attached hereto and incorporated by reference as Exhibit A.
- D. The Request for Proposals for the Acquisition of Library Materials and Services issued on June 15, 2018, attached hereto and incorporated by reference as Exhibit B.
- E. The CONTRACTOR's response to the Request for Proposals for the Acquisition of Library Materials and Services and the completed attachments hereto as submitted in response to the Request for Proposals issued by the Library attached hereto and incorporated by reference as Exhibit C.

Section 3.0 ("TERM OF AGREEMENT") shall be replaced in its entirety with the following:

The term of this Agreement shall be for four (4) years with two (2) additional one-year renewal options exercisable at the discretion of the City Librarian as shall be set as follows:

- A. Contract Year 1: March 11, 2019 – March 10, 2020
- B. Contract Year 2: March 11, 2020 – March 10, 2021
- C. Contract Year 3: March 11, 2021 – March 10, 2022
- D. Contract Year 4: March 11, 2022 – March 10, 2023
- E. Contract Year 5: March 11, 2023 – March 10, 2024 (if renewed)
- F. Contract Year 6: March 11, 2024 – March 10, 2025 (if renewed)

Add Section 16.0 ("BORDER WALL BID DISCLOSURE")

"Contractor shall comply with Los Angeles Administrative Code ("LAAC") Section 10.50 et seq., "Disclosure of Border Wall Contracting." City may terminate this Agreement at any time if City determines that Contractor failed to fully and accurately complete the required affidavit and disclose all Border Wall Bids and

Border Wall Contracts, as defined in LAAC Section 10.15.1. The required affidavit must be submitted online at www.labavn.org.”

This First Amendment is executed in three (3) duplicate originals, each of which is deemed to be an original.

(SIGNATURE PAGE TO FOLLOW)

IN WITNESS THEREOF, the Parties hereto have caused this First Amendment to Contract No. 815 (C-132888) to be executed by their respective duly authorized representatives.

By _____
BÍCH NGỌC CAO
President
Board of Library Commissioners

By _____
JEFF JANKOWSKI
Vice-President
Midwest Tape, LLC

Date _____

Date _____

APPROVED AS TO FORM:

ATTEST:

MICHAEL N. FEUER, City Attorney

By _____
BASIA JANKOWSKI
Deputy City Attorney

By _____
RAQUEL BORDEN
Executive Assistant

Date _____

Date _____

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By: _____

Date: _____