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

Date_____

By_____
JEFF JANKOWSKI
Vice-President
Midwest Tape, LLC

Date_____

APPROVED AS TO FORM:

MICHAEL N. FEUER, City Attorney

By_____
BASIA JANKOWSKI
Deputy City Attorney

Date_____

ATTEST:

By_____
RAQUEL BORDEN
Executive Assistant

Date_____

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By: _____

Date: _____