

**AMENDMENT NO. 2  
TO THE GOODS PURCHASE AGREEMENT  
BETWEEN THE  
CITY OF SAN BERNARDINO  
AND  
INGRAM LIBRARY SERVICES**

This Amendment (“Amendment”) is made and entered into this 31<sup>st</sup> day of July 2023, (“Effective Date”) by and between the City of San Bernardino (“City”) and Ingram Library Service LLC, a Tennessee corporation, with its principal place of business at One Ingram Blvd., La Verge, Tennessee 37086-1986 (“Supplier”). City and Supplies are sometimes individually referred to as “Party” and collectively as “Parties.”

**RECITALS**

WHEREAS, City and Supplier entered into a Goods Purchase Agreement on September 21, 2021 setting forth the terms and conditions under which Supplier would provide library goods, (i.e. books) for the City (“Agreement”); and

WHEREAS, City and Supplier desire to amend the Agreement to modify the price of the contract set forth below.

**TERMS**

1. Section 4.A. Section 4.A. of the Agreement is hereby amended to read as follows:

“The term of this Agreement shall terminate on June 30, 2024, unless earlier terminated earlier as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement in writing for no more than one (1) additional one (1) year term.”

2. Section 4.B. Section 4.B. of the Agreement is hereby amended to read as follows:

“All prices and fees specified in Exhibit “A” are firm and shall not be subject to change without the written approval of City. No extra charges of any kind will be allowed unless specifically agreed to in writing by City's authorized representative. The total price shall include (i) all federal, state and local sales, use, excise, privilege, payroll, occupational and other taxes applicable to the Goods furnished to City hereunder; and (ii) all charges for packing, freight and transportation to destination.”

3. Section 4.C. Section 4.C. of the Agreement is hereby amended to read as follows:

“C. In no event shall the total amount paid for Goods provided by Supplier under this Agreement exceed the sum of Eighty Five-Thousand Dollars (\$85,000) per fiscal year. Not to exceed Eighty Five-Thousand Dollars (\$85,000) for Fiscal Year 2023-2024. No warranty is given or implied as to the total amount of Goods that may be purchased by the City during the term of the Agreement. Agreement is subject to the City Council approval of the City Manager’s proposed budget.”

4. Section 7.C. Section 7.C. is added to the Agreement to read as follows:

“C. Freight Terms. Freight Terms:

Shipments of 20 or more units from the City’s primary distribution center or from the City’s secondary distribution center will ship with Ingram Paid Freight. Shipments of less than 20 units will be charged a flat \$6.00 shipping fee. This flat fee amount or qualifying unit quantity is subject to change with prior written notice. Items picked, packed, and shipped together count as an individual shipment.

Orders will ship FOB Destination. Supplier defines FOB Destination as Ingram being responsible for the products until they are delivered to the City. Once the items have been delivered, liability lies with the City. When freight charges on an individual account surpass 2.5% of the account’s expenditures, Supplier reserves the right to change the shipping settings under this Agreement. Changes to account settings such as one warehouse for shipments or shipment timetables and order consolidation levels are examples of such alterations. Supplier will work closely with the City to ensure if changes are made, they are in the best interests of both parties.

Due to the impact of rising oil prices, Supplier has instituted a \$3.00 fuel surcharge. This charge is subject to change with notice. These charges will appear as a Shipping and Handling charge on the City’s invoice.”

5. Execution of Amendment. In accordance with Section 18.D. of the Agreement, this Amendment shall only be effective upon the execution by City and Supplier.
6. Entire Agreement. This Amendment represents the entire understanding of the City and the Supplier as to those matters contained in this Amendment, and supersedes and cancels any prior oral or written understanding, promises or representatives with respect to those matters covered in this Amendment, and it shall not be amended, altered or changed except by a written agreement signed by the parties hereto.
7. Full Force and Effect. Except as amended by this Amendment, all other provisions of the Agreement remain in full force and effect. From and after the date of this Amendment, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement as amended by this Amendment.
8. Severability. If any provision of this Amendment shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Amendment unless elimination of such provision materially alters the rights and obligations set forth herein.
9. Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

**CITY OF SAN BERNARDINO**

**APPROVED BY:**

*Charles E. McNeely*

Charles E. McNeely  
City Manager

**ATTESTED BY:**

*Genoveva Rocha*

Genoveva Rocha  
City Clerk

**APPROVED AS TO FORM:**

*Thomas Rice*

Best Best & Krieger LLP  
City Attorney

**INGRAM LIBRARY SERVICES LLC**

*Carolyn Morris,*

Signature

Carolyn Morris,

Name

VP Ingram Library Services

Title

## **Exhibit A**

### **Goods Specifications**

<b>Discounts:</b>	Trade Hardcover .....	43.0%
	Quality Paperback.....	40.6%
	Mass Market Paperback .....	40.6%
	Library Bindings.....	15.0%
	* Short Discounted Titles.....	10.0%
	** Spoken Word Audio .....	0-45.0%
	*** DVD/Blu-ray ( <i>Discount based on List Price of item</i> ):	
	< \$14.99 .....	35.0%
	\$15.00-\$19.99 .....	30.0%
	\$20.00 + .....	25.0%
	Net Titles.....	0.0%

*\* Short Discount/Non-Trade: Lower demand, small print-run books in various bindings, and includes graphic novels, legal, technical, reference, scientific, and medical titles as defined by Ingram subject categories. Titles are generally published by small or university presses. Also included are print and audiobook titles purchased at lower than full trade discount; titles with limited sales volume; and/or titles from publishers not in compliance with Ingram's purchasing requirements. Ingram is pleased to make this broad base of titles available to our customers with no service charges.*

*\* Ninety to ninety-five percent of all Spoken Word Audio CD is at the 45% discount; however, some Spoken Word Audio is short discounted by the publisher.*

*\*\* Although the majority of Ingram's DVD inventory is eligible for the maximum discounts, some titles receive smaller discounts*

### **Processing Bundle Pricing:**

Books will be processed for a fee of \$3.14 per unit, to include the following services:

- ILS-Supplied Barcodes (1)
- MARC Record (brief)
- Mylar - Glued
- Property Stamp (1)
- Genre Label (1)
- Spine Label (1)
- Label Protector (2)
- AR-Small Label Protector
- Theft (3M)

Supplier offers a full range of integrated support services. Cataloging and processing components are available at the current standard pricing in place at the time the option is added to your account profile. Standard pricing is subject to change with notice. When nonstandard suppliers are introduced, pricing for processing them will be established.