

**AMENDMENT NO. 3
TO THE GOODS PURCHASE AGREEMENT
BETWEEN THE
CITY OF SAN BERNARDINO
AND
INGRAM LIBRARY SERVICES**

This Amendment (“Amendment”) is made and entered into this ___ day of _____ 2024, (“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 Supplier 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”);

WHEREAS, City and Supplier entered into Amendment No. 1 on July 1, 2022 in order to modify the price of the Agreement;

WHEREAS, City and Supplier entered into Amendment No. 2 on July 31, 2023 in order to modify the price of the Agreement; and

WHEREAS, City and Supplier now wish to enter into this Amendment No. 3 in order to modify the price of the Agreement and extend the Agreement.

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, 2025, 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.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 One-Hundred Fifty Thousand Dollars (\$150,000) per fiscal year. Not to exceed One-Hundred Fifty Thousand Dollars (\$150,000) for Fiscal Year 2024-2025. 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.”

3. 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.
4. 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.
5. 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.
6. 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.
7. 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:

 Rochelle Clayton
 Acting City Manager

ATTESTED BY:

 Genoveva Rocha
 City Clerk

APPROVED AS TO FORM:

 Best Best & Krieger LLP
 City Attorney

INGRAM LIBRARY SERVICES LLC



 Signature

Carolyn Morris

 Name

Vice President, ILS

 Title