

**DRAFT FIRST AMENDMENT TO SERVICES AGREEMENT
BETWEEN CITY OF SUNNYVALE AND BRODART CO.
FOR LIBRARY PRINTED MATERIALS**

This First Amendment to Services Agreement, dated _____, is by and between the CITY OF SUNNYVALE ("CITY"), a California chartered municipal corporation, and BRODART CO., a Pennsylvania corporation ("CONTRACTOR").

WHEREAS, CITY issued a one-year Purchase Order (PA0003657) on or about August 21, 2025, with a maximum compensation of \$70,000 for CONTRACTOR to provide library print materials, cataloging and processing services (the "Services"); and

WHEREAS, CITY and CONTRACTOR entered into a Services Agreement on February 3, 2026, providing for the same services set forth in the original purchase order (library print materials, cataloging and processing services) and increasing the maximum compensation to \$249,000 ("Agreement"); and

WHEREAS, CITY desires to extend the term of the Agreement for an additional year, increase the compensation by \$250,000, and update the pricing schedule; and

WHEREAS, CITY and CONTRACTOR now agree that an Amendment to said Agreement is advisable;

NOW, THEREFORE, CITY AND CONTRACTOR ENTER INTO THIS FIRST AMENDMENT TO AGREEMENT:

1. Section 2, entitled "Term of Agreement", is hereby amended in its entirety to read as follows:

2. Term of Agreement

The term of this AGREEMENT shall be from the date of full execution by the parties and continuing through August 20, 2027, unless otherwise terminated in accordance with Section 16 below. As of the effective date of this AGREEMENT, Purchase Order (PA0003657) shall no longer be in effect. The Agreement may be extended for eight (8) additional one-year periods at the sole option of CITY

2. Section 3, entitled "Compensation", is hereby amended in its entirety to read as follows:

3. Payment of Fees and Expenses

In no event shall the total amount of compensation paid by CITY to CONTRACTOR under this AGREEMENT together with Purchase Order (PA0002651) exceed the sum of Four Hundred Ninety-Nine Thousand and 00/100 (\$499,000.00). Any increase in the maximum compensation shall require a written amendment to this AGREEMENT.

CONTRACTOR shall submit invoices to CITY no more frequently than monthly for services provided to date, and in accordance with the pricing schedule set forth in Exhibit "B-1". All invoices, including detailed backup, shall be sent to City of Sunnyvale, attention Accounts Payable, P.O. Box 3707, Sunnyvale, CA 94088-3707 or

accountspayable@sunnyvale.ca.gov. Payment shall be made within thirty days upon receipt of an accurate itemized invoice by CITY's Accounts Payable unit.

3. Exhibit B-1, attached hereto, is incorporated into the Agreement by this reference.
4. All other terms and conditions remain unchanged and are in effect.

IN WITNESS WHEREOF, the parties have executed this First Amendment to the Agreement.

CITY OF SUNNYVALE ("CITY")

BRODART CO. ("CONTRACTOR")

By _____
City Manager

By _____

Name and Title

ATTEST:

By _____
City Clerk

By _____

Name and Title

APPROVED AS TO FORM:

By _____
City Attorney

Exhibit B-1



PRICING PROPOSAL
SUNNYVALE PUBLIC LIBRARY
TERMS VALID 08/01/26 – 06/30/27

DISCOUNTS

Items will be supplied to the Sunnyvale Public Library at publisher's list price less the following discounts:

<u>FORMAT</u>	<u>DISCOUNT</u>
Trade Hardcover Editions	46.0%
Non-Trade Hardcover & Paperback Editions (short discount)	12.0%
Publisher's Library Editions	22.0%
Prebind/Bound to Stay Bound Editions	10.0%
Hardcover Reinforced Editions (School & Library)	40.0%
Trade Paperbacks	40.0%
Mass Market Paperbacks	40.0%

Non-Trade: Subject matter such as technical, reference, scientific, medical publications, retrospective titles, titles published by a small press for adult and juvenile readers, and/or titles on which Brodart receives minimal or no discount. Publishers whose titles have limited sales volume and/or limited demand may be in this category and will be invoiced with the nontrade discount of 12.0% or invoiced at the publisher's list price.

Publisher's list prices are subject to change without notice.

SHIPPING AND DELIVERY

<u>DESCRIPTION</u>	<u>PRICE</u>
The freight charge is calculated on the item total (minimum of \$0.70 item and a maximum amount of \$1.15 per item) and will appear as a separate line item on the invoice. Processed material shipments will be made by best means (USPS, common carrier or UPS ground) and will arrive prepaid for inside delivery to a central location.	4%

CATALOGING & PROCESSING BUNDLES

Additional cataloging and processing components are available upon request. All prices are applied per book.

<u>SERVICE OPTION</u>	<u>PROCESSING COMPONENTS</u>	<u>PRICE PER BOOK</u>
Compleat Shelf-Ready Cataloging and Processing	Price Includes: Jacket - Standard (Taped or label protector(s)); Barcode label; Property label; Spine label; Genre/Collection Labels — Brodart Supplied: Young Adult, Large Print, Romance, Mystery, Science Fiction, Alphabet, Christmas, Easter, Halloween, Thanksgiving, Valentine's Day, Counting, Western, Literacy, Nonfiction, ESL, Adventure, Bilingual, Chapter Book, Classics, Fantasy, History, Newbery, Realistic, Scary, Sports, Hanukkah, Kwanzaa, St. Patrick's Day, Diversity, Horror, Biography, Green Star, Pink Tape, JP Series Customer Supplied: Day of the Dead, Diwali, Holi, Lunar New Year, Passover, Purim, Ramadan, Rosh Hashanah/Yom Kippur; Letter labels;"New" tape; RFID Tags (Brodart printing/encoding)	\$5.03
RFID	Supply, apply and encode with a barcode number	\$0.95

COLLECTION DEVELOPMENT SERVICES

The Sunnyvale Public Library may select any of the following Collection Development options.

<u>SERVICE OPTION</u>	<u>DESCRIPTION</u>	<u>PRICE</u>
Collection Builder	Customized selection lists	No charge

TIPS, Silver	Standard specialty selection lists	No charge
TIPS, Diamond	Customized selection lists	Up to 3 profiles for \$100 monthly Up to 8 profiles for \$200 monthly Up to 15 profiles for \$300 monthly
FASTips	Standing orders for popular authors and series	No charge
Continuations	Standing orders for serials	No charge
Bibz	Online Collection Development and Ordering Tool	No charge

REINFORCEMENT SERVICES

<u>SERVICE OPTION</u>	<u>PRICE PER BOOK</u>
BrodartGuard (Paperback reinforced with laminate)	\$2.75