SECOND AMENDMENT TO SERVICES AGREEMENT BETWEEN THE CITY OF SAN DIEGO AND BIBLIOTHECA, LLC FOR IMPLEMENTATION OF RADIO FREQUENCY IDENTIFICATION SYSTEMS IN ALL LIBRARY BRANCHES

This Second Amendment to the Services Agreement Between the City Of San Diego and Bibliotheca, LLC for Implementation Of Radio Frequency Identification Systems In All Library Branches (Second Amendment) is made and entered into by and between the City of San Diego (City) and Bibliotheca, LLC (Contractor), also referred to individually as "Party" and collectively as "Parties."

RECITALS

A.   City entered into a sole source agreement in accordance with San Diego Municipal Code section 22.3208, resulting in a contract between the City and Contractor (Contract). The Contract is comprised of the Services Agreement Between the City of San Diego and Bibliotheca, LLC For Implementation Of Radio Frequency Identification Systems In All Library Branches, and its Exhibits.

B.   The Contract may be amended by written agreement executed by duly authorized representatives of both Parties.

C.   The Parties wish to amend the Contract to modify the compensation amount to no more than $3,000,000.

TERMS

1.   Delete "$1,655,039.00" from Article 3.1 of the Contract, "Amount of Compensation," and replace with: $3,000,000.

2.   This Second Amendment will be effective when signed by both parties and approved by the City Attorney in accordance with Charter section 40.

3.   All provisions of the Contract not addressed in this Second Amendment remain in full force and effect.

<Signatures on following page(s).>

Contract Amendment

IN WITNESS WHEREOF, this Second Amendment is executed by City and Contractor acting by and through their authorized representatives.

Bibliotheca, LLC

By: _Karen Roscher_

Name: _Karen Roscher_

Title: _CFO_

Date: _12/20/2019_

City of San Diego

By: _____

Name: _____Kristina Peralta_____

Title: _____Director_____
_____Purchasing & Contracting_____

Date: _27 Jan 2020_

Approved as to form this 28th day of
January , 20_20_

MARA W. ELLIOTT, City Attorney

By: _____
Deputy City Attorney

Jon D. Dwyer
Print Name

Contract Amendment