

City of Houston, Texas Ordinance No. 2020-914

AN ORDINANCE APPROVING AND AUTHORIZING A FIRST AMENDMENT TO CONTRACT NO. 4600011672 BETWEEN THE CITY OF HOUSTON AND SIRSI CORPORATION D/B/A SIRSIDYNIX TO EXTEND THE CONTRACT TERM FOR AN INTEGRATED LIBRARY SYSTEM AND DISCOVERY SERVICES FOR THE HOUSTON PUBLIC LIBRARY (APPROVED BY ORDINANCE NO. 2012-1055); CONTAINING PROVISIONS RELATING TO THE SUBJECT; AND DECLARING AN EMERGENCY.

* * * *

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HOUSTON, TEXAS:

Section 1. The City Council hereby approves and authorizes the agreement or other undertaking described in the title of this Ordinance, in substantially the form as shown in the document which is attached hereto and incorporated herein by this reference. The Mayor, or, in the absence of the Mayor, the Mayor Pro Tem is hereby authorized to execute such document and all related documents on behalf of the City of Houston. The City Secretary, or in the absence of the City Secretary, any Assistant City Secretary is hereby authorized to attest to all such signatures and to affix the seal of the City to all such documents.

Section 2. There exists a public emergency requiring that this Ordinance be passed finally on the date of its introduction as requested in writing by the Mayor; therefore, this Ordinance shall be passed finally on such date and shall take effect immediately upon its passage and approval by the Mayor; however, in the event that the Mayor fails to sign this Ordinance within five days after its passage and adoption, it shall take effect in accordance with Article VI, Section 6, Houston City Charter.

PASSED AND ADOPTED this 21st day of October, 2020.

APPROVED this _____ day of _____, 20____.

Mayor of the City of Houston, Texas

Pursuant to Article VI, Section 6, Houston City Charter, the effective date of the foregoing Ordinance is OCT 27 2020.

Asst J. Harris

City Secretary

(Prepared by Legal Department
(RG/bt 10/02/2020)
(Requested by Jerry Adams, Chief Procurement Officer, Finance/Strategic Procurement Division)
L.D. File No. 037-1200201-004

Rachael L. Davis

Assistant City Attorney

AYE	NO	
✓		MAYOR TURNER
••••	••••	COUNCIL MEMBERS
✓		PECK
✓		DAVIS
✓		KAMIN
✓		EVANS-SHABAZZ
✓		MARTIN
✓		THOMAS
	✓	TRAVIS
✓		CISNEROS
✓		GALLEGOS
	✓	POLLARD
✓		MARTHA CASTEX-TATUM
	✓	KNOX
✓		ROBINSON
	✓	KUBOSH
✓		PLUMMER
✓		ALCORN
CAPTION	ADOPTED	

**FIRST AMENDMENT TO AGREEMENT FOR AN INTEGRATED LIBRARY SYSTEM
AND DISCOVERY SERVICES BETWEEN THE CITY OF HOUSTON AND SIRSI
CORPORATION**

**THIS FIRST AMENDMENT TO THE AGREEMENT FOR AN INTEGRATED
LIBRARY SYSTEM AND DISCOVERY SERVICE** (the "First Amendment") is made by and
between the **CITY OF HOUSTON, TEXAS** ("City"), a home-rule city of the State of Texas
principally situated in Harris County, and **SIRSI CORPORATION D/B/A SIRSIDYNIX**
("Contractor"), a company authorized to do business in Texas.

RECITALS

WHEREAS, pursuant to Ordinance No. 2012-1055, passed and adopted by City Council
on December 12, 2012, the City and Contractor entered into that certain Agreement for Services
(Contract No.4600011672) (the "Original Agreement"); and

WHEREAS, the parties now desire to amend the term of the Original Agreement to add
additional time to the term of the contract to June 30, 2021, under the same terms and conditions
to enable the City to consider a request for proposals for a new contract.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants,
agreements and benefits contained in the Original Agreement and this First Amendment, the City
and Contractor agree as follows:

ARTICLE I.

Section 4.2, "Payment Terms," of Article IV, "Duties of City," is deleted in its entirety
and replaced with the following:

"4.2 PAYMENT TERMS

The City shall pay the fees set out in Exhibit B (Fees and Costs) and Exhibit B1
(Fees for Six Month Extension), attached and incorporated herein, on the basis of
invoices submitted by Contractor and approved by the Director, showing (a) the
services performed and the attendant cost and (b) the City shall pay Contractor

within 30 days of the receipt and approval of the invoices.

4.2.1 Payments may only be made from Allocated Funds, as provided in Section 4.4.

4.2.2 If the City disputes any items in an invoice Contractor submits for any reason, including lack of supporting documentation, the Director shall temporarily delete the disputed item and pay the remainder of the invoice. The Director shall promptly notify Contractor of the dispute and request remedial action. If the dispute is settled in Contractor's favor, Contractor shall include the disputed amount on a subsequent regularly scheduled invoice or on a special invoice for the disputed item only."

ARTICLE II.

Section 5.1, "Contract Term," of Article V, "Term and Termination," is deleted in its entirety and replaced with the following:

"5.1 CONTRACT TERM

1.1 This Agreement is effective on the Countersignature Date and expires on **June 30, 2021** unless sooner terminated according to the terms of this Agreement."

ARTICLE III.

Section 5.2, "Renewals," of Article V, "Term and Termination," is deleted in its entirety.

ARTICLE IV.

In the event of a conflict between the Original Agreement and this First Amendment, this First Amendment shall prevail.

ARTICLE V.

All other terms and conditions of the Original Agreement, except as amended in this First Amendment, shall continue in full force and effect.

[SIGNATURES FOLLOW]

Signatures

The Parties have executed this First Amendment in multiple copies, each of which is an original. Each person signing this First Amendment represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this First Amendment. Each Party represents and warrants to the other that the execution and delivery of this First Amendment and the performance of such Party's obligations hereunder have been duly authorized and that the First Amendment is a valid and legal agreement binding on such Party and enforceable in accordance with its terms. The Parties hereby agree that each Party may sign and deliver this First Amendment electronically or by electronic means and that an electronic transmittal of a signature, including but not limited to, a scanned signature page, will be as good, binding, and effective as an original signature.

Contractor:

Sirsi Corporation D/B/A SirsiDynix

DocuSigned by:
By: Daniel Munro
Name: Daniel Munro
Title: Secretary/General Counsel

City:

ATTEST/SEAL:

CITY OF HOUSTON, TEXAS

Signed by:

City Secretary

Mayor

APPROVED:

COUNTERSIGNED BY:

DocuSigned by:
Klea Lawson
363DA421E80845D...
Director, Houston Public Library

City Controller

APPROVED:

COUNTERSIGNATURE DATE:

DocuSigned by:
Jerry Adams
0DD360130A6F4C8...
Chief Procurement Officer

APPROVED AS TO FORM:

DocuSigned by:
Rachel Grier
6P49081A261241A...
Assistant City Attorney
L.D. File No. 037-1200201-004