

**LOS ANGELES PUBLIC LIBRARY
BOARD REPORT**

August 27, 2026

TO: Board of Library Commissioners
FROM: John F. Szabo, City Librarian
SUBJECT: **FIRST AMENDMENT TO CONTRACT NUMBER C-200700 CONSENT TO ASSIGNMENT AND ACKNOWLEDGEMENT OF SUCCESSOR CONTRACTOR REPLACING PERCEPTIV, INC. WITH PERCEPTIV HOLDINGS LLC**

A. RECOMMENDATIONS:

That the Board of Library Commissioners (Board):

1. Authorize the First Amendment to Contract No. C-200700, Consent to Assignment, and Acknowledgment of Successor Contractor.
2. Authorize the City Librarian and City Attorney to make technical and clerical changes, if needed, to the agreement.
3. Authorize the Board President and the Board Secretary to execute the agreement upon completion of all required approvals.
4. Adopt the attached Resolution regarding the First Amendment to Contract No. C-200700, Consent to Assignment, and Acknowledgment of Successor Contractor.

B. FINDINGS:

1. On May 9, 2024, the Board approved the release of a Request for Qualifications (RFQ) to establish a pre-qualified list of contractors to provide as-needed marketing and public relations services (Library Resolution No. 2024-14).
2. On September 26, 2024, the Board approved the award of 29 contracts to provide the services requested by the RFQ. One of the selected contractors was Perceptiv, Inc. (Library Resolution No. 2024-33 (C-29)).

3. On April 1, 2025, Contract No. C-200700 between Perceptiv, Inc. and the Library was executed for a term of three years.
4. On April 10, 2026, Perceptiv, Inc. ("Original Contractor") entered into a Bill of Sale and Assignment and Assumption Agreement with Perceptiv Holdings LLC ("Successor Contractor") and Successor Contractor acquired all rights to contract C-200700, subject to the Library's approval.
5. Library staff request that the Board approve the Consent to Assignment with Perceptiv, Inc. to approve the transfer and assignment of all rights, title and interest in Contract No. C-200700 to Perceptiv Holdings LLC. The terms and conditions of the contract will remain the same.
6. The agreement has been reviewed by the City Attorney.
7. The Contractor will submit all required compliance and insurance documents prior to execution of the contract.

Attachments

Prepared by: Karcy Bowles, Senior Project Coordinator
Reviewed by: Claudia Aguilar, Co-Acting Business Manager
Susan Broman, Assistant City Librarian

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630 WEST FIFTH STREET

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JOHN F. SZABO
CITY LIBRARIAN

August 27, 2026

LIBRARY RESOLUTION NO. 2026- XX (C-XX)

WHEREAS, on May 9, 2024, the Board approved the award of contracts to provide the Library with marketing and public relations consulting services as part of a list of pre-qualified contractors to 29 vendors, including Perceptiv, Inc.; and

WHEREAS, on April 1, 2025, Contract No. C-200700 between the Library and Perceptiv, Inc. was executed for a term of three years; and

WHEREAS, on April 10, 2026, Perceptiv, Inc. was acquired by Perceptiv Holdings LLC; and

WHEREAS, Perceptiv Holdings LLC wishes to continue to operate in the position of Perceptiv, Inc. as a contractor pre-qualified to provide the services specified in Contract No. C-200700; and

WHEREAS, the terms and conditions of the contract will remain the same;

THEREFORE, BE IT RESOLVED, that the Board adopts the recommendations and findings of the City Librarian's Board Report and approves the First Amendment to Contract No. C-200700, Consent to Assignment and Acknowledgment of Successor Contractor; and

FURTHER RESOLVED, that the Board hereby authorizes the City Librarian and the City Attorney to make technical and clerical corrections, if needed, to the agreement.

This is a true copy:

Lynda Achi
Secretary to the Board

Adopted by the following votes:

AYES:

NOES:

ABSENT:

**FIRST AMENDMENT TO CONTRACT NO. C-200700
CONSENT TO ASSIGNMENT AND
ACKNOWLEDGMENT OF SUCCESSOR CONTRACTOR**

This First Amendment to Contract No. C-200700, Consent to Assignment, and Acknowledgment of Successor Contractor ("Amendment") is entered into by and between the City of Los Angeles, a municipal corporation, acting by and through its Board of Library Commissioners ("City" or "Library"), and Perceptiv Holdings LLC, a California limited liability company ("Successor Contractor"). The City and Successor Contractor may each be referred to as a "Party" and together as the "Parties," with reference to the following:

WHEREAS, the City and Perceptiv, Inc. ("Original Contractor") entered into Contract No. C-200700, effective April 1, 2025, for marketing and public relations consulting services, for a term of three years ("Contract");

WHEREAS, the California Secretary of State records provided to the City reflect that Successor Contractor was formed as a California limited liability company on January 20, 2026;

WHEREAS, Original Contractor and Successor Contractor entered into a Bill of Sale and Assignment and Assumption Agreement effective April 10, 2026 ("Private Assignment Agreement"), pursuant to which Original Contractor assigned, and Successor Contractor accepted and assumed, the "Assigned Contracts" described therein;

WHEREAS, Successor Contractor represents and warrants that Contract No C-200700 is one of the Assigned Contracts transferred under the Private Assignment Agreement and that Successor Contractor has acquired all rights necessary to perform the Contract;

WHEREAS, PSC-12 of the Standard Provisions for City Contracts incorporated into the Contract provides that the Contractor may not assign or otherwise alienate rights, or delegate, subcontract, or otherwise transfer duties, under the Contract without first obtaining the City's written permission; and

WHEREAS, the City is willing to provide the written permission required by PSC-12, acknowledge Successor Contractor as the Contractor under Contract No. C-200700, and amend the Contract as provided below, without releasing Original Contractor from any liability or waiving any City right or remedy.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the Parties agree as follows:

1. **Recitals.**

The foregoing recitals are true and correct and are incorporated into this Amendment by this reference.

2. **City Consent and Acknowledgment of Successor Contractor.**

- (a) Pursuant to PSC-12 of the Contract, and subject to the terms of this Amendment, the City hereby provides written permission and consents to the assignment previously made by Original Contractor to Successor Contractor of Original Contractor's rights under Contract No. C-200700 and to the transfer to Successor Contractor of Original Contractor's duties under that Contract.
- (b) The City's consent is limited to Contract No. C-200700 and becomes effective only on the Effective Date of this Amendment. This Amendment documents the City's consent to the previously executed private assignment; it does not itself effectuate the private transfer and does not constitute a novation except to the limited extent expressly stated herein.
- (c) As of the Effective Date, the City acknowledges and recognizes Successor Contractor as the "Contractor" under Contract No. C-200700. Every reference in the Contract to "Perceptiv, Inc." or to the "Contractor" shall thereafter mean Perceptiv Holdings LLC, unless the context concerns an act, omission, right, obligation, or liability of Original Contractor arising before the Effective Date.

3. **Successor Assumption and Representations.**

Successor Contractor accepts the City's consent and acknowledges that it is bound by the Contract as though it were the original contracting party. Successor Contractor assumes and agrees to perform and discharge all duties, obligations, liabilities, representations, warranties, indemnification obligations, insurance obligations, confidentiality obligations, intellectual-property obligations, record-retention obligations, and other responsibilities of the Contractor under the Contract, whether arising before, on, or after the Effective Date.

Successor Contractor represents and warrants to the City that:

- (a) Contract No. C-200700 is included among the Assigned Contracts transferred to Successor Contractor under the Private Assignment Agreement;
- (b) Successor Contractor is the lawful successor to Original Contractor with respect to the Contract and has acquired all rights and authority necessary to perform the Contract;
- (c) Successor Contractor is duly organized, validly existing, and in good standing under California law, and the person or persons signing this Amendment on its behalf are duly authorized to do so;
- (d) except for the City's consent under PSC-12, no other person's consent is required for Successor Contractor to accept and perform the Contract, and execution and performance of this Amendment do not violate any agreement binding on Successor Contractor;
- (e) Successor Contractor possesses, or will timely obtain and maintain, all licenses, permits, registrations, approvals, insurance, qualifications, and City compliance documentation required by the Contract and applicable law; and
- (f) all information and disclosures previously provided to the City concerning contractor responsibility and performance remain true and complete, except to

the extent Successor Contractor has specifically disclosed an update to the City in writing.

4. **No Release of Prior Liability; No Waiver.**

Nothing in this Amendment releases or discharges Original Contractor from any liability or obligation arising under or relating to Contract No. C-200700 before the Effective Date, or impairs any claim, defense, right, or remedy the City may have against Original Contractor, Successor Contractor, or any other person.

Notwithstanding anything to the contrary in this Amendment or the Contract, the City hereby consents to and approves the assignment and assumption described in this Amendment. The City further waives any claim that the execution of the Private Assignment Agreement or the assignment described therein constituted a breach of PSC-12 solely because the City's written consent was obtained after April 10, 2026. Nothing in this Amendment waives, releases, or limits any claim arising from any other breach of the Contract or from the performance or nonperformance of the Contract before or after the effective date of this Amendment.

5. **Continuity and Ratification.**

- (a) This Amendment does not create a new contract, extend the Contract term, increase compensation, alter the scope of work, or interrupt the continuity of Contract performance. Subject to the Contract, Successor Contractor shall continue all authorized services without interruption, and the Contract shall remain continuously in effect from its original effective date.
- (b) To the extent Successor Contractor performed services at the City's written request on or after April 10, 2026 and before the Effective Date, the Parties ratify that performance solely for purposes of Contract administration and agree that it was subject to all terms and conditions of the Contract. Nothing in this paragraph ratifies unauthorized work, excuses compliance with any Notice to Proceed requirement, or creates an entitlement to payment absent the written authorization, appropriation, documentation, and approval required by the Contract and applicable law.

6. **Updated Contractor Information.**

The Contractor's representative information in Section 11.0 of the Contract is amended and replaced with the following:

Contractor's Representative:	Steven Kiefer Co-Owner Perceptiv Holdings LLC 251 S. Lake Avenue, Suite 800 Pasadena, California 91101 Telephone: (213) 863-0686 Email: steven@veryperceptiv.com
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The Library's representative information in Section 11.0 remains unchanged. Successor Contractor shall promptly provide the City with an updated Form W-9, insurance documentation, Business Tax Registration Certificate, RAMP information, and any other entity-specific compliance documentation required by the Contract or the City before payment or continued performance when required.

7. **Ratification; No Other Changes.**

Except as expressly amended by this Amendment, every term and condition of Contract No. C-200700 is ratified and remains unchanged and in full force and effect. If there is a conflict between this Amendment and the Contract, this Amendment controls only as to the subject matter expressly addressed herein.

8. **Effective Date.**

This Amendment becomes effective on the date of the last required signature below ("Effective Date").

IN WITNESS WHEREOF, the City and Successor Contractor have caused this Amendment to be executed by their duly authorized representatives.

FOR THE CITY OF LOS ANGELES:

THE CITY OF LOS ANGELES,
a municipal corporation

By signing below, the signatory attests that they have no personal, financial, beneficial, or familial interest in this Amendment.

By: _____

MAYRA VALADEZ
President
Board of Library Commissioners

Date: _____

By: _____

LYNDA ACHI
Secretary to the Board

Date: _____

SUCCESSOR CONTRACTOR:

PERCEPTIV HOLDINGS LLC

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

HYDEE FELDSTEIN SOTO, City Attorney

By: _____

JOSHUA M. TEMPLET
Deputy City Attorney

Date: _____

ATTEST:

PATRICE Y. LATTIMORE, City Clerk

By: _____

Date: _____