SEVENTH AMENDMENT TO AGREEMENT NO. 30976

30976

THIS SEVENTH AMENDMENT TO AGREEMENT NO. 30976 is made and entered, in duplicate, as of May 28, 2020 for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on May 19, 2020, by and between INNOVATIVE INTERFACES, INC, a California corporation ("Consultant" or "Innovative"), with a place of business at 1900 Powell Street, Suite 400, Emeryville, California 94608, and the CITY OF LONG BEACH, a municipal corporation ("City" or "Library").

WHEREAS, City requires specialized services requiring unique skills to be performed in connection with the establishment and maintenance of an automated library system; and

WHEREAS, City and Consultant (the "Parties") entered into Agreement No. 30976 (the "Agreement") whereby Consultant agreed to provide these services; and

WHEREAS, the Parties entered into a First Amendment to the Agreement to extend the term one (1) additional one-year period and increase the compensation by $166,580; and

WHEREAS, the Parties entered into a Second Amendment to the Agreement to extend the term one (1) additional three-year period and increase the compensation by $590,343; and

WHEREAS, the Parties entered into a Third Amendment to the Agreement to extend the term one additional one-year period and increase the compensation by $189,411; and

WHEREAS, the Parties entered into a Fourth Amendment to the Agreement to add additional software and increase the compensation by $2,600; and

WHEREAS, the Parties entered into a Fifth Amendment to the Agreement to extend the term one (1) additional one-year period, add $198,882 to the extension, attach a revised payment schedule, and update the name of the software system; and

1

1   WHEREAS, the Parties entered into a Sixth Amendment to the Agreement

2 to add $4,500 for the cloud backup subscription; and

3   WHEREAS, the Parties desire to extend the term one (1) additional one year

4 period, add force majeure language, amend the annual compensation, and attach a revised

5 price list;

6   NOW, THEREFORE, in consideration of the mutual terms, covenants, and

7 conditions herein contained, the Parties agree as follows:

8   1.   Section 13.09 of Agreement No. 30976 is hereby amended to read as

9 follows:

10   "13.09   The term of this Agreement shall commence at midnight on

11 December 18, 2008, and shall terminate at 11:59 p.m. on December 17, 2020, unless

12 sooner terminated as provided in this Agreement, or unless the services or the Project is

13 completed sooner. The term may be extended for one (1) additional one-year period, at

14 the discretion of the City Manager."

15   2.   Consultant shall continue to provide Library Management System

16 services, and City shall pay for these services in the amount of One Hundred Forty-Nine

17 Thousand Seven Hundred Eighty Dollars ($149,780) from December 18, 2019 to

18 December 17, 2020, and One Hundred Sixty-Two Thousand Three Hundred Sixty-Six

19 Dollars ($162,366) from December 18, 2020 to December 18, 2021, at the rates or charges

20 shown in Exhibit "B-7".

21   3.   Exhibit "B-6" attached to the Sixth Amendment to Agreement No.

22 30976 is hereby updated in accordance with Exhibit "B-7", attached hereto and

23 incorporated by this reference.

24   4.   Section 14 is hereby added to Agreement No. 30976 to read as

25 follows:

26   "14.   FORCE MAJEURE. If any party fails to perform its obligations

27 because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain

28 labor or materials or reasonable substitutes for labor materials, governmental restrictions,

2

1 governmental regulations, governmental controls, judicial orders, enemy or hostile

2 governmental action, pandemic, civil commotion, fire or other casualty, or other causes

3 beyond the reasonable control of the party obligated to perform, then that party's

4 performance will be excused for a period equal to the period of such cause for failure to

5 perform."

6   5.   Except as expressly modified herein, all of the terms and conditions

7 contained in Agreement No. 30976 are ratified and confirmed and shall remain in full force

8 and effect.

9   IN WITNESS WHEREOF, the parties have caused this document to be duly

10 executed with all formalities required by law as of the date first stated above.

11

12   INNOVATIVE INTERFACES, INC, a California corporation

13 _____, 2020   By_____

Name AKIN ADEKEYE

14   Title EVP & GENERAL COUNSEL

15 _____, 2020   By_____
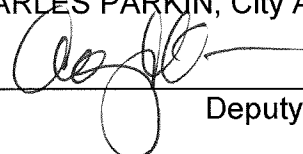
16   Name_____

Title_____

17

18   "Consultant"

19   CITY OF LONG BEACH, a municipal corporation

20 _____, 2020   By_ Linda J. Tatum _

21   City Manager

EXECUTED PURSUANT

22   "City"   TO SECTION 301 OF

THE CITY CHARTER

23   This Seventh Amendment to Agreement No. 30976 is approved as to form

24 on _____ 6-24 _____, 2020.

25

26   CHARLES PARKIN, City Attorney

27   By _____

Deputy

28

1 governmental regulations, governmental controls, judicial orders, enemy or hostile

2 governmental action, pandemic, civil commotion, fire or other casualty, or other causes

3 beyond the reasonable control of the party obligated to perform, then that party's

4 performance will be excused for a period equal to the period of such cause for failure to

5 perform."

6   5.   Except as expressly modified herein, all of the terms and conditions

7 contained in Agreement No. 30976 are ratified and confirmed and shall remain in full force

8 and effect.

9   IN WITNESS WHEREOF, the parties have caused this document to be duly

10 executed with all formalities required by law as of the date first stated above.

11

12 INNOVATIVE INTERFACES, INC, a California corporation

13 _June 18_____, 2020   By_____
Name_ HILARY NEWMAN____

14 Title_SENIOR VICE PRESIDENT___

15 _____, 2020   By_____
Name_____

16 Title_____

17 "Consultant"

18

19 CITY OF LONG BEACH, a municipal corporation

20

21 _____, 2020   By_____
    City Manager

22 "City"

23 This Seventh Amendment to Agreement No. 30976 is approved as to form

24 on _____, 2020.

25

26 CHARLES PARKIN, City Attorney
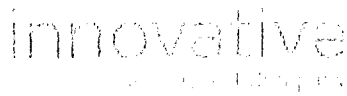
27 By _____
    Deputy

28

3

EXHIBIT "B-7"

innovative

Pricing Exhibit

Date	4/1/2020
Quote #	EST-INC11666

Innovative Interfaces Incorporated
1900 Powell St.
Suite 400
Emeryville CA 94608
United States

Payment Terms	Net 30
Overall Contract Term (Months)	24
Contract Start Date	4/1/2020
Contract End Date	3/31/2022
Sales Rep	CR Manager
Site Code	lbpl
Expires	6/30/2020

Bill To
Long Beach Public Library
200 W. Broadway
Long Beach CA 90802
United States

Ship To
Long Beach Public Library
200 W. Broadway
Long Beach CA 90802
United States

Currency

US Dollar

Sierra Subscription	License - Term	1	Sierra Software Subscription	119,295.18	119,295.18
LC Authority Database Service	License - Term	1	Sierra LC Authority Database Service	7,574.39000...	7,574.39
Encore	License - Term	1	Encore Subscription	17,086.0899...	17,086.09
SIP2 Interface	License - Term	2	License for additional SIP2 interface. Enables library to integrate with 3rd party systems using SIP2 protocol, including but not limited to self-check, automated sorters, and more. Each login requires a separate license.	708.75	1,417.50
Staff User Licenses	License - Term	2	License for additional Staff User License. A separate staff user license is required for each concurrent connection made from a staff client to the Sierra ILS server, including via alternative staff interfaces including Decision Center & Mobile Worklists.	315.00	630.00
Staff User Licenses	License - Term	155	License for additional Staff User License. A separate staff user license is required for each concurrent connection made from a staff client to the Sierra ILS server, including via alternative staff interfaces including Decision Center & Mobile Worklists.	0.00	0.00
SIP2 Interface	License - Term	20	License for additional SIP2 interface. Enables library to integrate with 3rd party systems using SIP2 protocol, including but not limited to self-check, automated sorters, and more. Each login requires a separate license.	0.00	0.00
Sierra Self Check Stations	License - Term	14	License for additional Self-Check station (aka Express Lane). Enables patrons to check out materials without staff intervention and perform selected other self-service functions.	0.00	0.00
Sierra Additional Review Files	License - Term	1	Additional Review Files can be used with Create Lists and related products to support saving lists of records for reporting or workflow purposes.	0.00	0.00

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			Sold in sets of up to 40 review files for 625K records, this product supports saving of up to 20 additional search strategies in Create Lists.		
Advanced Keyword Index Method II	License - Term	1	Advanced Keyword Index Method II	0.00	0.00
Unlimited Data License	License - Term	1	Unlimited Data License	0.00	0.00
AirPAC	License - Term	1	AirPAC	0.00	0.00
Reports	License - Term	1	Reports	0.00	0.00
Sierra ERM	License - Term	1	Sierra Electronic Resource Management enables libraries to keep track of the licensing and purchasing details of e-journals, Abstracting and Indexing databases, and full-text databases using a single system. This use of a single system streamlines workflows and eliminates the need to maintain separate databases. Includes resource and license records, each with their own fixed- and variable-length fields to which title information can be linked. License and resource details display in WebPAC Pro and Encore for patrons and st...	0.00	0.00
Z39.50 Client / Client Broadcast / Server	License - Term	1	Z39.50 Client / Client Broadcast / Server	0.00	0.00
Unlimited Web OPAC user licenses	License - Term	1	Unlimited Web OPAC user licenses	0.00	0.00
Authority Control Option	License - Term	1	Authority Control Option	0.00	0.00
Scoping	License - Term	1	Scoping	0.00	0.00
Resequence attached records by location	License - Term	1	Resequence attached records by location	0.00	0.00
Synchronize bibliographic locations	License - Term	1	Synchronize bibliographic locations	0.00	0.00
Automatic Authority Control Processing	License - Term	1	With the optional Automatic Authority Control Processing product, Sierra can automatically update headings in bibliographic records based on the valid form of the heading in an authority record. For each SEE FROM (MARC 4XX) heading in the authority record, the system searches the appropriate index for a matching entry from a bibliographic record. If it finds a match, Sierra updates the bibliographic heading based on the valid from	0.00	0.00

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			of the index heading (MARC 1XX) from the authority record.			
Sierra Extended Approval Plan	License - Term	1	Extended Approval Plan allows the library to receive MARC records, with invoice data, either for books that a vendor is about to ship the library on an Approval Plan or for books ordered from a vendor that is able to supply MARC Bibliographic data with the library's system order number in an appropriate 9XX field.		0.00	0.00
WebPAC Pro	License - Term	1	WebPAC Pro		0.00	0.00
Offline Circulation	License - Term	1	Offline Circulation		0.00	0.00
Cataloging	License - Term	1	Cataloging		0.00	0.00
File Transfer Software	License - Term	1	File Transfer Software		0.00	0.00
OCLC Interactive Via the Network	License - Term	1	OCLC Interactive Via the Network		0.00	0.00
Web OPAC Menus (Languages)	License - Term	1	Web OPAC Menus (Languages)	Languages: Spanish	0.00	0.00
RSS FeedBuilder	License - Term	1	RSS FeedBuilder		0.00	0.00
My Record Feeds	License - Term	1	Sierra My Record Feeds		0.00	0.00
Community Reviews	License - Term	1	Community Reviews		0.00	0.00
Spell Check	License - Term	1	Spell Check	Languages: English	0.00	0.00
Web Access Management	License - Term	1	Web Access Management		0.00	0.00
OPAC Export	License - Term	1	OPAC Export		0.00	0.00
Circulation	License - Term	1	Circulation		0.00	0.00
Sierra Inventory Control	License - Term	1	Inventory Control enables libraries to manage basic library inventory processes and related data.		0.00	0.00
Circ Notices via E-Mail Option	License - Term	1	Circ Notices via E-Mail Option		0.00	0.00
Innovative Scheduler Subscription	License - Term	1	Load Scheduler leverages Create Lists and Data Exchange capabilities to enable library staff to automate the creation of MARC files and transfers to occur unattended and not during peak hours. Key processes include regularly scheduled file creation and output, and regularly scheduled file retrieval and record loading.		0.00	0.00
Sierra Homebound Patron / Remote Patron	License - Term	1	Homebound / Remote Patron capabilities enable the library to manage selection, delivery, and usage of library materials for all types of home-service and institutional patrons.		0.00	0.00

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Sierra Floating Collections	License - Term	1	Floating Collections enables items to remain at checkin location regardless of original item location. Library maintains a table of item and checkin locations that designates items allowed to "float."	0.00	0.00
Sierra Held Item Delivery	License - Term	1	Sierra Held Item Delivery

With Held Item Delivery: oLibraries can configure their systems to allow patrons to specify that requested items be delivered to their home address or to another location for pickup. oThe new SHIPPABLE element of the loan rule determines whether a requesting patron can choose to receive his held items through the mail. oThe new SHIP TIME element of the loan rule determines the number of days by which the due date should be extended for items that are mailed. oLibraries may apply a service charge to patrons who choose to receive items through the mail. oLibraries can designate delivery locations, used to mail items to a central location for patron pickup. | 0.00 | 0.00 |
Sierra Online Patron Registration	License - Term	1	Online Patron Registration allows patrons to register themselves as library users over the Internet. The library offers the patron a form to enter their personal data, which is mapped to fields in the patron record as determined by the library. The form is also linked to a patron record template of the library's choosing, to add additional data to the newly created patron record. Different forms may be used for different patron types. This could include home library location, expiration date, ptype, patron messages, manual patron blocks, etc.	0.00	0.00
Sierra Program Registration	License - Term	1	Program Registration enables the library to maintain program and event information in Sierra system. The library can publish an online calendar of events, manage scheduling of programs in shared rooms to avoid conflicts, register patrons for specific programs, and enable patrons to discover and register for programs or events themselves.	0.00	0.00
Acquisitions	License - Term	1	Acquisitions	0.00	0.00
Sierra EDI / EDIFACT Ordering	License - Term	1	EDI/EDIFACT Ordering & Invoicing supports electronic	0.00	0.00

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& Invoicing			ordering and invoicing for both monographs and serials via email or file transfer using Innovative supported EDI & EDIFACT formats			
WebOPAC Ecommerce	License - Term	1	Sierra WebOPAC Ecommerce	WebOPAC Ecommerce Option: Payflow Pro	0.00	0.00
Sierra Classic Collection Agency Subscription	License - Term	1	Classic Collection Agency Interface allows libraries to deliver a file of information about patrons with overdue items and/or money owed via email to another system. The library must have a relationship with an agency that can receive information in Innovative's format.		0.00	0.00
Patron API (URL)	License - Term	1	Patron API (URL)		0.00	0.00
Electronic Serials Invoicing	License - Term	1	Electronic Serials Invoicing		0.00	0.00
Sierra Quick Click Ordering	License - Term	1	Quick Click streamlines the process of creating bibliographic and order records for orders placed with a vendor. This requires that you have an account and user profile set up with the vendor and that you follow their instructions for using their shopping cart feature. For use with select vendors who support Innovative format for data interchange.		0.00	0.00
Inventory Express (Web Service)	License - Term	1	Inventory Express (Web Servi...		0.00	0.00
Serials	License - Term	1	Serials		0.00	0.00
Electronic claiming of serial issues	License - Term	1	Electronic claiming of serial issues		0.00	0.00
SISAC Checkin	License - Term	1	SISAC Checkin		0.00	0.00
Community Information Database option	License - Term	1	Community Information Database option		0.00	0.00
Ecommerce	License - Term	1	Sierra Ecommerce		0.00	0.00
Pathfinder Pro	License - Term	1	Pathfinder Pro		0.00	0.00
WebBridge LR (Link Resolver)	License - Term	1	WebBridge LR (Link Resolver)		0.00	0.00
RFID / Item Status API	License - Term	1	Provides integration between Sierra and RFID. Includes capability to update Item Status on Sierra from Self-Check using Item Status API and ability to update RFID bit from transactions performed on Sierra (including from Sierra Web Application). Annual Subscription		0.00	0.00

Date					4/1/2020	
Quote #					EST-INC11666	

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RFID / Item Status API	License - Term	1	Provides integration between Sierra and RFID. Includes capability to update Item Status on Sierra from Self-Check using Item Status API and ability to update RFID bit from transactions performed on Sierra (including from Sierra Web Application). Annual Subscription		0.00	0.00
eCommerce Integration for Self Check (Express Lane)	License - Term	1	Integration between Sierra Express Lane and 3rd Party eCommerce for Self Check to support PCI-compliant credit card payments for fines. Requires separate Smart Pay terminal purchased directly from 3rd Party Vendor for an additional fee for each Express Lane terminal at which credit cards will be accepted 1 April 2020 - 31 March 2021	Sierra eCommerce Options: Payflow Pro	0.00	0.00
iTiva	License - Term	1	iTiva Subscription	Incoming: 0 Outgoing: 4	3,776.02910...	3,776.03
III ILS Integration Software	License - Term	1	TNS/TRS API and/or SIP2 for ILS integration w/ iTiva or other third party Telephony solution NOTE: API and SIP2 accessible by telephony integration only 1 November 2020 - 31 March 2021 Pro-rated to align with billing cycle 1 Apr - 31 Mar Year 1 : S149,779.19 1 April 2020 - 31 March 2021 Year 2: S162,365.79 1 April 2021- 31 March 2022		0.00	0.00

Total Fees   US$149,779.19