

TENTH AMENDMENT TO AGREEMENT NO. 30976

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3 THIS TENTH AMENDMENT TO AGREEMENT NO. 30976 is made and  
4 entered, in duplicate, as of October 20, 2021 for reference purposes only, pursuant to a  
5 minute order adopted by the City Council of the City of Long Beach at its meeting on  
6 October 19, 2021, by and between INNOVATIVE INTERFACES, INC, a California  
7 corporation ("Consultant" or "Innovative"), with a place of business at 1900 Powell Street,  
8 Suite 400, Emeryville, California 94608, and the CITY OF LONG BEACH, a municipal  
9 corporation ("City" or "Library").

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

13 WHEREAS, City and Consultant (the "Parties") entered into Agreement No.  
14 30976 (the "Agreement") whereby Consultant agreed to provide these services; and

15 WHEREAS, the Parties entered into a First Amendment to the Agreement to  
16 extend the term one (1) additional one-year period and increase the compensation by  
17 \$166,580; and

18 WHEREAS, the Parties entered into a Second Amendment to the Agreement  
19 to extend the term one (1) additional three-year period and increase the compensation by  
20 \$590,343; and

21 WHEREAS, the Parties entered into a Third Amendment to the Agreement  
22 to extend the term one additional one-year period and increase the compensation by  
23 \$189,411; and

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

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

OFFICE OF THE CITY ATTORNEY  
CHARLES PARKIN, City Attorney  
411 West Ocean Boulevard, 9th Floor  
Lana Beach, CA 90802-4664

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 entered into a Seventh Amendment to the  
4 Agreement to extend the term to December 17, 2020, add force majeure language, amend  
5 the annual compensation, and attach a revised price list; and

6 WHEREAS, the Parties entered into an Eighth Amendment to the Agreement  
7 to extend the term to December 17, 2021 and add \$162,366 to the extension; and

8 WHEREAS, the Parties entered into a Ninth Amendment to the Agreement  
9 to add \$4,725 to the Agreement for the annual cloud backup subscription; and

10 WHEREAS, the Parties desire to attach an updated Price List and add \$8,200  
11 to the extension;

12 NOW, THEREFORE, in consideration of the mutual terms, covenants, and  
13 conditions herein contained, the Parties agree as follows:

14 1. The Pricing contained in Exhibit "B-8" attached to the Ninth  
15 Amendment to Agreement No. 30976 is hereby updated in accordance with Exhibit "B-9",  
16 attached hereto and incorporated by this reference.

17 2. The Statement of Work contained in Exhibit "A" is attached hereto and  
18 incorporated herein by reference.

19 3. Except as expressly modified herein, all of the terms and conditions  
20 contained in Agreement No. 30976 are ratified and confirmed and shall remain in full force  
21 and effect.

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IN WITNESS WHEREOF, the Parties have caused this document to be duly executed with all formalities required by law as of the date first stated above.

INNOVATIVE INTERFACES, INC, a California corporation

October 20, 2021

By [Signature]  
Name HILARY NEWMAN  
Title SR VICE PRESIDENT

October 29, 2021

By [Signature]  
Name Thomas L. Jacobson  
Title VP, Executive Library Advocate + Strategist  
"Consultant"

CITY OF LONG BEACH, a municipal corporation

November 8, 2021

By [Signature]  
City Manager  
EXECUTED PURSUANT TO SECTION 901 OF THE CITY CHARTER.

"City"

This Tenth Amendment to Agreement No. 30976 is approved as to form on

11-3, 2021.

CHARLES PARKIN, City Attorney

By [Signature]  
Deputy

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EXHIBIT "A"

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Lana Beach, CA 90802-4664

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EXHIBIT "B-9"

## Statement of Work

This Statement of Work (the "SOW") dated August 27, 2021, is entered into pursuant to the Master Professional Services Agreement between Long Beach Public Library ("Client") and Innovative Interfaces Incorporated ("Innovative") effective as of March 22, 2018 (the "Agreement"). Innovative and Client may each be referred to as "Party" from time to time or collectively as "Parties".

### A. Purpose of this Statement of Work

The SOW provides an overview of the scope of the project and fees to complete the engagement based on Innovative's prior experience with similar projects and preliminary discussions with Client. The Client hereby acknowledges that the SOW is not meant to capture all detailed requirements but documents the high-level requirements and implementation approach discussed and that additional detailed requirements discussions will be required to outline the full scope of work between the Parties.

### B. Project Scope of Services

The Scope of the project includes the following set of professional services:

#### 1. *Hardware Migration (Software Only) –RedHat 6 to RedHat 7*

- (a) **Project Management:** Phone and web-based pre-migration consultation, between the Innovative project team and the Client's project team, to review configuration requirements for migration, establish timelines and responsibilities, and identify risks and appropriate mitigation strategies.
- (b) **System Validation:** Remote review of target and legacy systems for preparation and set-up. Review of systems to ensure that all permissions, ownerships and accesses are properly set up and are transferred from legacy environment to new environment.
- (c) **Data Migration:** Full data migration of the Innovative software environment from legacy environment to new software-only environment. This includes user licenses and supporting configuration items such as: auxiliary utilities, where needed, to replicate functionality available in the legacy environment, or to facilitate migration. This includes migrating the scripts available in their current environment to stop the database while backups are being performed to the new environment.
- (d) **Testing & Troubleshooting:** Following the migration, Innovative will perform standard post migration testing to ensure the system is stable and accessible to patrons/staff. Innovative techs will test searches and any associated supporting systems such as SDA, Encore, SSO Inn Reach, etc. function as expected. When Innovative has completed its testing, the system will be turned over to the Client for their tests. The Client is responsible for testing of their daily workflows, accesses and functions. Innovative will stay engaged post migration while issues directly related to the migration persist. The typical test period lasts roughly 3-5 days post migration.
- (e) **Rollback & Recovery:** On migration day Innovative will check for a recent backup, if one does not exist Innovative will take one or contact the Client to schedule; the processes and software on Client current systems will be shut down and the new system will go live. We recommend Client hold onto current system for 7 days in the event configuration or data may need to be retrieved. In the extremely rare event of an unrecoverable failure during the migration event, Innovative can revert

the live system to Client old (current) system by shutting down the target system and restarting the old system. No data loss would be realized in this event.

### **C. Innovative Services Team**

The Services Team will have the following resources available for this project:

1. **System Engineer:** The System Engineer performs the installation, configuration and migration for Client system.
2. **Project Manager:** The Project Manager will provide project oversight and drive the overall project to closure

### **D. Client Implementation Team**

1. **Librarian Lead –** Works closely with System Engineer to ensure requirements are clear and representative of the needs of the Client. The Librarian Lead will coordinate with key members of the team as required.
2. **Technical Lead -** Will be responsible for assisting with Client responsibilities related to server access as well as any other system level duties required by Client.

### **E. . Implementation Assumptions**

1. Migrations typically take 4-6 (four-six) hours. However, plan on being down the entire day to allow for testing and addressing reported issues.
2. Timeline for the completion of this project will be established, through joint planning conversations between the Client and Innovative during the initial stage of the project.
3. Client will provide a software-only server environment that meets the specifications provided by Innovative for both hardware resources and operating system.
4. If Client has any IT security restrictions, specific scheduled access times will be provided to Innovative.
5. Innovative requires super-user(root) access and must be able to connect to the system via Direct Secure Shell (SSH) service from Innovative networks. If the Client has not installed SSH, please provide telnet access and ensure that the firewall allows SSH access so that Innovative can install the SSH software and discontinue the use of telnet as quickly as possible. VPN or 3rd party connectivity solutions are not able to be utilized for Hardware Migration activities.
6. Internet bandwidth and connection stability, from the Client site to the Internet, must be sufficient, in the consideration of Innovative, to support completion of the specified work in a timely manner.
7. Client will provide a technical point of contact who is able to provide, or coordinate access to, necessary information and Client resources. This includes information related to server access, collecting and providing any prerequisite information required to support installation and configuration of software, and other needs that may arise during the project.
8. Client will have adequate resources available to ensure timely completion of any Client tasks outlined in the project schedule.

**F. Fees and Payment Terms**

Fees for Services delivered under this SOW will be charged on a fixed price basis as set forth in the Innovative Pricing Exhibit EST-INC14013 attached herewith and are made in good faith based on the activities, approach, and assumptions contained within the SOW. Payment terms for this SOW are as set forth in the Professional Services Agreement. Any additional Change Requests will be performed at a blended rate of \$200 per hour for all resources. Additionally, Client is responsible for all reasonable out-of-pocket costs and expenses incurred during this SOW. Pricing assumes that deliverables in this Statement of Work are completed within six months or additional Services fees will apply.

IN WITNESS WHEREOF each party has caused this SOW to be executed by its duly authorized representatives.

**AGREED:**

<b>Client</b>	<b>Innovative</b>
Long Beach Public Library	Innovative Interfaces Incorporated.
By: <i>Glenda Williams</i>	By: <i>[Signature]</i>
Name: Glenda Williams	Name: HILARY NEWMAN
Title: Director of Library Services	Title: SENIOR VICE PRESIDENT
Date: Nov 10, 2021	Date: OCT 28, 2021





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

**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

## Pricing Exhibit

**Date** 8/26/2021  
**Quote #** EST-INC14013  
**Payment Terms** Net 30  
**Sales Rep** Tom McNamara  
**Technical Contact** CU0562 Long Beach Public Library  
**Site Code** lbpl  
**Expires** 10/31/2021

**Currency**  
 US Dollar

Item	Item Category	Qty	Description	Options	Original Rate	Unit Price	Amount
HW Migration (SW Only)	Services	1	Hardware Migration from Red Hat 6 to Red Hat 7 for Sierra Production and Encore Systems		8,200	8,200.00	8,200.00

**Total Fees** US\$8,200.00