FIFTH AMENDMENT TO AGREEMENT NO. 30976

30976

THIS FIFTH AMENDMENT TO AGREEMENT NO. 30976 is made and entered, in duplicate, as of January 30, 2019 for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on January 20, 2015, by and between INNOVATIVE INTERFACES, INC, a California corporation ("Consultant" or "Innovative"), with a place of business at 5850 Shellmound Way, 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 an additional one (1) 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 an additional three (3) years, and increase the compensation by $590,343; and

WHEREAS, the Parties entered into a Third Amendment to the Agreement to extend the term an additional one (1) 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 desire 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;

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

2 conditions herein contained, the Parties agree as follows:

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

4 follows:

5   "13.09   The initial term of this Agreement shall commence at midnight

6 on December 18, 2008, and shall terminate at 11:59 p.m. on December 17, 2013. The first

7 extension to this Agreement shall commence at midnight on December 18, 2013 and shall

8 terminate at 11:59 p.m. on December 17, 2014. The second extension to this Agreement

9 shall commence at midnight on December 18, 2014 and shall terminate at 11:59 p.m. on

10 December 17, 2017. The third extension to this Agreement shall commence at midnight

11 on December 18, 2017 and shall terminate at 11:59 p.m. on December 17, 2018. The

12 fourth extension to this Agreement shall commence at midnight on December 18, 2018

13 and shall terminate at 11:59 p.m. on December 17, 2019, unless sooner terminated as

14 provided in this Agreement, or unless the services or the Project is completed sooner."

15   2.   Exhibit "B-4" attached to the Fourth Amendment to Agreement No.

16 30976 is hereby updated in accordance with Exhibit "B-5", attached hereto and

17 incorporated by this reference.

18   3.   All instances of "Millennium" in Agreement No. 30976 are hereby

19 revised to be "Sierra."

20   4.   Except as expressly modified herein, all of the terms and conditions

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

22 and effect.

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

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

3   INNOVATIVE   INTERFACES,   INC,   a
                                                           California corporation
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5   ҒЕВ 2.6   , 2019   By
                                               Name   Bill Gadala
6   Title   VP FP + A

7   _____, 2019   By
                                               Name   HILARY NEWMAN
8   Tom Modica   Title   SENIOR VICE PRESIDENT
    Assistant City Manager
9
    EXECUTED PURSUANT   "Consultant"
10 TO SECTION 301 OF
    THE CITY CHARTER   CITY OF LONG BEACH, a municipal
11   corporation

12 March 15   , 2019   By
                                                           City Manager
13

14   "City"

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

16 March 7   , 2019.

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18   CHARLES PARKIN, City Attorney

19   By
                                                           Deputy
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EXHIBIT "B-5"

Renewal Quote

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

Quote #	SO-INC20649
Terms	Net 30
PO #	
Site Code	lbpl
Contract Start Date	4/1/2019
Contract End Date	3/31/2020

Bill To

Meghan Weeks
Long Beach Public Library
101 Pacific Avenue
Long Beach CA 90822-1097
United States

Ship To

Meghan Weeks
Long Beach Public Library
101 Pacific Avenue
Long Beach CA 90822-1097
United States

Currency

US Dollar

Item	Item Category	Qty	Description	Discount	Price	Amount
Sierra Subscription	License - Ter...	1	Sierra Subscription Annual Renewal		113,614.46	113,614.46
LC Authority Database Service	License - Ter...	1	LC Auth. Subscription Annual Renewal		7,213.70	7,213.70
Staff User Licenses	License - Ter...	153	License for additional Staff User License		0.00	0.00
Sierra Additional Review Files	License - Ter...	1	Additional Review Files can be used with Create Lists and related products to support saving lists of records for reporting or workflow purposes. 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.		0.00	0.00
Advanced Keyword Index Method II	License - Ter...	1	Advanced Keyword Index Method II		0.00	0.00
Unlimited Data License	License - Ter...	1	Unlimited Data License		0.00	0.00
AirPAC	License - Ter...	1	AirPAC		0.00	0.00
Reports	License - Ter...	1	Reports		0.00	0.00
Sierra ERM with Innovative Knowledge Base	License - Ter...	1	Sierra ERM with Innovative Knowledge Base - Subscription		0.00	0.00
Z39.50 Client / Client Broadcast / Server	License - Ter...	1	Z39.50 Client / Client Broadcast / Server		0.00	0.00
Unlimited Web OPAC user licenses	License - Ter...	1	Unlimited Web OPAC user licenses		0.00	0.00
SIP2 Interface	License - Ter...	1	Additional SIP2 Licenses		0.00	0.00
Authority Control Option	License - Ter...	1	Authority Control Option		0.00	0.00
Scoping	License - Ter...	1	Scoping		0.00	0.00
Resequence attached records by location	License - Ter...	1	Resequence attached records by location		0.00	0.00
Synchronize bibliographic	License - Ter...	1	Synchronize bibliographic locations		0.00	0.00

innovative

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

Line	Item Type	Qty	Description	Options	Fee	Amount
locations						
Automatic Authorities Processing	License - Ter...	1	Automatic Authorities Processing		0.00	0.00
Sierra Extended Approval Plan	License - Ter...	1	Sierra Extended Approval Plan Subscription		0.00	0.00
WebPAC Pro	License - Ter...	1	WebPAC Pro		0.00	0.00
Offline Circulation	License - Ter...	1	Offline Circulation		0.00	0.00
Cataloging	License - Ter...	1	Cataloging		0.00	0.00
File Transfer Software	License - Ter...	1	File Transfer Software		0.00	0.00
OCLC Interactive Via the Network	License - Ter...	1	OCLC Interactive Via the Network		0.00	0.00
Web OPAC Menus (Languages)	License - Ter...	1	Web OPAC Menus (Languages)	Languages: Spanish	0.00	0.00
RSS FeedBuilder	License - Ter...	1	RSS FeedBuilder		0.00	0.00
My Record Feeds	License - Ter...	1	My Record Feeds		0.00	0.00
Community Reviews	License - Ter...	1	Community Reviews		0.00	0.00
Spell Check	License - Ter...	1	Spell Check	Languages: English	0.00	0.00
Web Access Management	License - Ter...	1	Web Access Management		0.00	0.00
OPAC Export	License - Ter...	1	OPAC Export		0.00	0.00
Circulation	License - Ter...	1	Circulation		0.00	0.00
Sierra Inventory Control	License - Ter...	1	Sierra Inventory Control Subscription		0.00	0.00
Circ Notices via E-Mail Option	License - Ter...	1	Circ Notices via E-Mail Option		0.00	0.00
Sierra Additional Self Check Stations	License - Ter...	1	Sierra Additional Self Check Stations		0.00	0.00
Sierra Homebound Patron / Remote Patron	License - Ter...	1	Sierra Homebound Patron / Remote Patron Subscription		0.00	0.00
Sierra Floating Collections	License - Ter...	1	Sierra Floating Collections Subscription		0.00	0.00
Held Item Delivery	License - Ter...	1	Held Item Delivery		0.00	0.00

Quote #   SO-INC20649

Item	List Price	Qty	Description	Discount	Price	Extended
Sierra Online Patron Registration	License - Ter...	1	Sierra Online Patron Registration		0.00	0.00
Sierra Program Registration	License - Ter...	1	Sierra Program Registration Subscription		0.00	0.00
Acquisitions	License - Ter...	1	Acquisitions		0.00	0.00
Sierra EDI / EDIFACT Ordering & Invoicing	License - Ter...	1	Sierra EDI / EDIFACT Ordering & Invoicing Subscription		0.00	0.00
Electronic Serials Invoicing	License - Ter...	1	Electronic Serials Invoicing		0.00	0.00
Sierra Quick Click Ordering	License - Ter...	1	Sierra Quick Click Ordering Subscription		0.00	0.00
Inventory Express (Web Service)	License - Ter...	1	Inventory Express (Web Service)		0.00	0.00
Serials	License - Ter...	1	Serials		0.00	0.00
Electronic claiming of serial issues	License - Ter...	1	Electronic claiming of serial issues		0.00	0.00
SISAC Checkin	License - Ter...	1	SISAC Checkin		0.00	0.00
Community Information Database option	License - Ter...	1	Community Information Database option		0.00	0.00
Electronic claiming of serial issues	License - Ter...	1	Electronic claiming of serial issues		0.00	0.00
Ecommerce	License - Ter...	1	Ecommerce		0.00	0.00
Research Pro	License - Ter...	1	Research Pro		0.00	0.00
Pathfinder Pro	License - Ter...	1	Pathfinder Pro		0.00	0.00
WebBridge LR (Link Resolver)	License - Ter...	1	WebBridge LR (Link Resolver)		0.00	0.00
RFID / Item Status API	License - Ter...	1	RFID / Item Status API		0.00	0.00
Classic Fines Payment Web Service API	License - Ter...	1	Classic Fines Payment API allows third-party software to pay (and waive) patron financial obligations by by means of Web Services connection to the Millennium system. Applications using Fines Payment Web Services request data through XML over HTTP or SOAP and the service returns data as an XML-formatted stream of text. Requires SSL. 1st April 2019 - 31st March 2020		0.00	0.00

innovative

Renewal Quote

Quote #   SO-INC20649

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

Item	Item Detail	Qty	Description	Options	Price	Amount
SIP2 Interface	License - Ter...	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 device or workstation requires a separate license.		675.00	1,350.00
SIP2 Interface	License - Ter...	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 device or workstation requires a separate license.		0.00	0.00
Staff User Licenses	License - Ter...	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.		299.99999997	600.00
Staff User Licenses	License - Ter...	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.		0.00	0.00
Encore	License - Ter...	1	Encore Subscription Annual Renewal 1st July 2019 - 31st March 2020 Pro-Rated in order to align with Sierra		16,272.468	16,272.47

Total   US$139,050.63

THIS INFORMATION IS CONFIDENTIAL BETWEEN THE PARTY IDENTIFIED AS BILL TO ABOVE AND INNOVATIVE INTERFACES
Notes:
1. The prices quoted may be subject to change where new software has been purchased or changes have been made to existing software.
2. Taxes are not included in the quoted price but, if applicable, may be charged by Innovative at the point of invoicing.