

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

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NINTH AMENDMENT TO AGREEMENT NO. 30976
30976

THIS NINTH AMENDMENT TO AGREEMENT NO. 30976 is made and entered, in duplicate, as of March 4, 2021 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

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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 desire to add \$4,725 to the Agreement for the annual
9 cloud backup subscription;

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

12 1. Exhibit "B-7" attached to the Seventh Amendment to Agreement No.
13 30976 is hereby updated in accordance with Exhibit "B-8", attached hereto and
14 incorporated by this reference.

15 2. Except as expressly modified herein, all of the terms and conditions
16 contained in Agreement No. 30976 are ratified and confirmed and shall remain in full force
17 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

4 INNOVATIVE INTERFACES, INC, a
California corporation

5 March 9, 2021

By [Signature]
6 Name HILARY NEWMAN
7 Title SVP LIBRARY SERVICES

8 March 10, 2021

By [Signature]
9 Name Thomas L. Jacobson
10 Title VP, Exec Library Advocate + Strategist

"Consultant"

11 CITY OF LONG BEACH, a municipal
12 corporation

13 April 5, 2021

By [Signature]
14 City Manager

15 "City" EXECUTED PURSUANT
16 TO SECTION 301 OF
17 THE CITY CHARTER

18 This Ninth Amendment to Agreement No. 309 is approved as to form on
19 4-1, 2021.

20 CHARLES PARKIN, City Attorney

21 By [Signature]
22 Deputy
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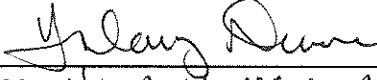
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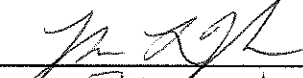
IN WITNESS WHEREOF, the Parties have caused this document to be duly executed with all formalities required by law as of the date first stated above.

INNOVATIVE INTERFACES, INC, a California corporation

March 9, 2021

By 
Name HILARY NEWMAN
Title SVP LIBRARY SERVICES

March 10, 2021

By 
Name THOMAS L. JACOBSON
Title VP, Exec Library Advocate + Strategist

"Consultant"

CITY OF LONG BEACH, a municipal corporation

_____, 2021

By _____
City Manager

"City"

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

_____, 2021.

CHARLES PARKIN, City Attorney

By _____
Deputy

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Lana Beach, CA 90802-4664

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EXHIBIT "B-8"



Invoice

Page 1 of 2

Innovative Interfaces, Inc.
 1900 Powell St.
 Suite 400
 Emeryville CA 94608
 United States
 billing@iii.com

Invoice # INV-INC27498
 Invoice Date 1/29/2021
 Terms
 PO #
 Due Date 4/30/2021
 Site Code lbpl
 Created From Sales Order #SO-INC28278
 Currency US Dollar

Bill To

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

Qty	Description	Options	Amount
1	<p>Cloud backup subscription provides a completely Innovative-managed remote backup service for on premise Sierra systems, securely transmitting all changed data nightly (from all covered servers at the library) over the library's Internet connection to Innovative's US based, SAS 70/SSAE-16 certified, cloud storage partner. Once the service is operational, no further local backups are required, no library staff time is required for backup or restoration, and there is no need to purchase backup media or provide for offsite transportation and storage of backup media.</p> <p>Contract Year 2 of 2 1 May 2021 - 30 April 2022</p>		4,725.00

Invoice # INV-INC27498

Innovative Interfaces, Inc.
1900 Powell St.
Suite 400
Emeryville CA 94608
United States
billing@iii.com

Qty	Description	Options	Amount

Total 4,725.00
Amount Due US\$4,725.00

FEIN 94-2553274

Please remit electronically to:
Bank of America, N.A.
ABA/Routing Code: 026009593
SWIFT (USD Payments) : BOFAUS3N
SWIFT (non-USD Payments) : BOFAUS6S
Beneficiary: Innovative Interfaces Incorporated
Beneficiary Account: 1416200046

For payments remitted by check via regular mail:
Innovative Interfaces, Inc
PO Box 74008010
Chicago, IL 60674-8010

For payments remitted by check via FedEx and/or UPS:
Bank of America Lockbox Services
Innovative Interfaces, Inc
LBX #74008010
540 W Madison, FL 4
Chicago, IL 60661

Please help fight phishing and other fraud attempts. Confirm any requests to change Innovative's payment Bank Account Details by calling your trusted contact at Innovative

For billing inquiries contact us at:
1-510-655-6200 or billing@iii.com