

**EXHIBIT E**

**LOS ANGELES PUBLIC LIBRARY  
BOARD REPORT**

March 10, 2022

TO: Board of Library Commissioners

FROM: John F. Szabo, City Librarian

SUBJECT: **APPROVAL OF SUPPLEMENTAL AGREEMENT NO. 2 TO CONTRACT NO. 728 (C-133081) WITH THE LIBRARY CORPORATION (TLC) TO CONTINUE SERVICE AND MAINTENANCE OF THE LIBRARY'S INTEGRATED AUTOMATED LIBRARY SYSTEM**

**A. RECOMMENDATIONS:**

That the Board of Library Commissioners (Board):

1. Approve Supplemental Agreement No. 2 to Contract No. 728 (C-133081) with The Library Corporation (TLC), substantially in the form on file, to extend the current contract to provide hardware and software licensing, maintenance for the Los Angeles Public Library's Integrated Automated Library System (IALS), provide continuous remote server and data maintenance, and continue to provide and maintain the Library's capability for full disaster recovery.
2. Find, in accordance with Charter Sections 371(e)(10) and 1022, and Los Angeles Administrative Code Section 10.15(a)(10), that it is more economical and feasible to have the work performed by an independent contractor than by City employees.
3. Find, in accordance with Charter Section 371(e)(2) and Los Angeles Administrative Code Section 10.15(a)(7), that the services to be provided are exclusive to TLC and the Board determines that TLC is a sole source provider for the Library's IALS.
4. Authorize the City Librarian and City Attorney to make any technical changes, if needed, to Supplemental Agreement No. 2 to Contract No. 728 (C-133081).
5. Authorize the Board President to execute Supplemental Agreement No. 2 to Contract No. 728 (C-133081) upon the approval of the Mayor and City Council.
6. Adopt the attached Resolution regarding Supplemental Agreement No. 2 to Contract No. 728 (C-133081) between the Library and The Library Corporation.

**B. FINDINGS:**

1. On December 2, 1998, the Board and CARL Corporation entered into an agreement for the continuation of service and maintenance of the Library's Integrated Automated Library System (IALS). Subsequently, The Library Corporation (TLC) acquired CARL Corporation on December 2, 2003, and thereby TLC became the exclusive provider of services and maintenance to the Library's IALS.
2. On August 25, 2004, the Board and TLC entered into Contract No. 728 (C-133081) (Library Resolution No. 2003-72 [C-61]) wherein TLC provided hardware and software licensing, maintenance, and enhancements to the IALS for a period of three (3) years with seven (7) one-year renewal options. The Contract expired August 24, 2014.
3. On September 26, 2013, the Board approved the First Amendment to Contract No. 728 (C-133081) (Library Resolution No. 2013-44 [C-36]) to include four (4) additional one-year renewal options to allow TLC to continue to provide services. The First Amendment to Contract No. 728 was executed on August 14, 2014 and expired on August 24, 2018.
4. On November 8, 2018, the Board approved Supplemental Agreement No. 1 to Contract No. 728 (C-133081) (Library Resolution No. 2018-47 [C-36]) to allow TLC to continue to provide services for an additional one (1) year with two (2) one-year options to renew. The Supplement Agreement No. 1 was executed on April 18, 2019 and is set to expire on April 17, 2022.
5. The IALS is the backbone application for the entire library system and provides the following critically required functions for the Library:
  - Basic library functions of circulation
  - Bibliographic maintenance
  - Acquisitions of materials
  - Web renewals of materials
  - Patron-placed holds
  - Public access catalog
  - Integration with third-party vendors for: the computer reservation system; self-checkout workstations; automated emails; telephonic notifications to patrons; provisions of e-commerce; and, collection services.
6. Upon the execution of the Supplemental Agreement No. 1 to Contract No. 728 (C-133081), on April 18, 2019, the Library intended to develop a Request for Proposals (RFP) to find a qualified and responsive proposer

to enter into a long-term agreement to replace and update the existing IALS and provide the necessary services to meet the needs of the Library and patrons. During the initial discussions for the new RFP requirements, Library staff found that an experienced consultant would be necessary to assist in the development of the RFP to identify the needs of the Library and patrons, define the scope of work, develop the proposer submittal items and evaluation criteria, and prepare a long-term contract to best memorialize the terms and conditions to best meet the Library's needs.

7. As Library staff discussed the means to bring a consultant in on the project, COVID-19 became a pandemic. In March 2020, the libraries were closed due to the pandemic and the Mayor's "Safer at Home" instructions. The Library quickly adapted to the needs of the residents and developed increased on-line reading programming, educational and tutorial programs, and information programs; increased the electronic materials collection; and, increased both the on-line homework assistance and library reference availability. Over the past two years, the COVID-19 pandemic has required the Library to review and implement increased facility maintenance programs; provide alterations and improvements to address the safety of patrons and staff; and became a vital part of the City's recovery efforts by offering residents access to resources (e.g., Internet, computers, printers, copiers and scanners) and inform residents of job training and employment opportunities, and the availability of social programs.
8. TLC is the only entity that can provide service and maintenance to the Library's existing IALS. As such, the Library desires that TLC continue to provide hardware and software licensing and maintenance to the existing system. TLC will also provide continuous remote server and data maintenance, and continue to provide and maintain the Library's capability for full disaster recovery until the Library develops and undergoes a RFP to find a qualified and responsive proposer to enter into a long-term agreement to provide the necessary services to meet the on-going needs of the Library and patrons.
9. Library staff recommends approval of Supplemental Agreement No. 2 to Contract No. 728 (C-133081) to allow TLC to continue uninterrupted service to the Library's IALS, to continue to provide hardware and software licensing and maintenance, provide continuous remote server and data maintenance, and to continue to provide and maintain the Library's capability for full disaster recovery.
10. Supplemental Agreement No. 2 to Contract No. 728 (C-133081) will extend the term by an additional one (1) year with five (5) additional options to renew at the discretion of the City Librarian; replace Standard

Provisions for City Contracts (Rev 03/09) with Standard Provisions for City Contracts (Rev 10/21 [V.4]); include a Ratification Clause to ensure uninterrupted service; update the product and services prices list; and, update the list of approved subcontractors.

11. TLC has demonstrated the necessary skills and expertise to successfully perform the requested services and meet the expectations of the Library.
12. Funds are available in the Library's Contractual Services Account 3040 to compensate TLC for services provided under Supplemental Agreement No. 2 to Contract No. 728 (C-133081).

#### Attachments

Prepared by: Robert Morales, Senior Management Analyst (Retired)  
Heather Smith, Assistant Library Business Manager

Reviewed by: Jené Brown, Director of Emerging Technologies and Collections  
Alex Mui, Director of Systems  
Madeleine M. Rackley, Library Business Manager  
Susan Broman, Assistant City Librarian



**WHEREAS**, On March 10, 2022, the Board found, in accordance with Charter Section 371(e)(2) and Los Angeles Administrative Code Section 10.15(a)(7), that the services to be provided are exclusive to TLC and the Board determined that TLC is a sole source provider for the Library's IALS; and, approved staff's recommendation for TLC to continue to provide hardware and software licensing and maintenance, provide continuous remote server and data maintenance, and continue to provide and maintain the Library's capability for full disaster recovery; and,

**WHEREAS**, TLC has demonstrated the necessary skills and expertise to successfully perform the requested services and meet the expectations of the Library; and,

**WHEREAS**, Funds are available in the Library's Contractual Services Account 3040 to compensate TLC in accordance with Supplemental Agreement No. 2 to Contract No. 728 (C-133081).

**THEREFORE, BE IT RESOLVED**, That the Board adopts the recommendations and findings of the City Librarian's Board Report and approves Supplemental Agreement No. 2 to Contract No. 728 (C-133081) between the Library and TLC; and,

**FURTHER RESOLVED**, That the City Librarian and City Attorney be authorized to make any technical changes, if needed, to Supplemental Agreement No. 2 to Contract No. 728 (C-133081); and,

**FURTHER RESOLVED**, That the Board President is authorized to execute Supplemental Agreement No. 2 to Contract No. 728 (C-133081) upon the approval of the Mayor and City Council.

This is a true copy:

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Raquel M. Borden  
Board Executive Assistant

Adopted by the following votes:

AYES:  
NOES:  
ABSENT:

**SUPPLEMENTAL AGREEMENT NO. 2  
TO  
CONTRACT NO. 728 (C-133081)  
BETWEEN  
THE LOS ANGELES PUBLIC LIBRARY  
AND  
THE LIBRARY CORPORATION**

**THIS SUPPLEMENTAL AGREEMENT NO. 2 TO CONTRACT NO. 728 (C-133081)**, is entered into by and between the City of Los Angeles, a municipal corporation, acting by and through its Board of Library Commissioners (hereinafter "City" or "Board" or "Library"), and The Library Corporation, a West Virginia Corporation, (hereinafter "Contractor"). Library and Contractor may be referred to herein individually as a "Party" or collectively as "Parties".

**WHEREAS**, The Library's Integrated Automated Library System is the backbone application for the entire library system that provides the following mission critical functions: basic library circulation functions; bibliographic maintenance; acquisitions of materials; web renewals of materials; patron-placed holds; public access catalog; and integration with third-party vendors for the computer reservation system, self-checkout workstations, automated E-mail, provisions of E-commerce, and collection services; and,

**WHEREAS**, On August 25, 2004, the Board and Contractor entered into Contract No. 728 (C-133081) (Council File 04-0841) for Contractor to continue to provide hardware and software licensing, maintenance, and enhancements to the Library's Integrated Automated Library System (IALS) for a period of three (3) years with seven (7) one-year renewal options, set to expire August 24, 2014; and,

**WHEREAS**, On September 26, 2013, the Board approved the First Amendment to Contract No. 728 (C-133081) (Library Resolution No. 2013-44 [C-36]) to include four (4) one-year renewal options to allow Contractor to continue to provide services. The First Amendment to Contract No. 728 (C-133081) was executed on August 14, 2014, expired on August 24, 2018; and,

**WHEREAS**, On November 8, 2018, the Board approved Supplemental Agreement No. 1 to Contract No. 728 (C-133081) (Library Resolution No. 2018-47 [C-36]) to allow Contractor to continue to provide services for an additional one (1) year with two (2) one-year options to renew. The Supplement Agreement No. 1 was executed on April 18, 2019 and is set to expire on April 17, 2022; and,

**WHEREAS**, The IALS is the backbone application for the entire library system and provides critically required functions for the Library; and,

**WHEREAS**, On March 10, 2022, the Board found, in accordance with Charter Section 371(e)(2) and Los Angeles Administrative Code Section 10.15(a)(7), that the

services to be provided are exclusive to Contractor and the Board determined that Contractor is a sole source provider for the Library's IALS; and, approved staff's recommendation for Contractor to continue to provide hardware and software licensing and maintenance, provide continuous remote server and data maintenance, and continue to provide and maintain the Library's capability for full disaster recovery; and,

**WHEREAS**, Contactor has demonstrated the necessary skills and expertise to successfully perform the requested services and meet the expectations of the Library; and,

**WHEREAS**, Funds are available to compensate Contractor in accordance with Supplemental Agreement No. 2 to Contract No. 728 (C-133081):

**NOW, THEREFORE**, in consideration of the promises, and of the mutual covenants and agreements herein contained, the Parties hereto agree as follows:

#### **I.0 DOCUMENTS**

This Agreement shall be composed of the following documents which shall be made a part hereof as though fully set forth herein:

- I.1 This Supplemental Agreement No. 2 to Contract 728 (C-133081).
- I.2 Standard Provisions for City Contracts (Rev. 10/21 [V.4]), which is attached hereto and incorporated herein by reference hereinafter as Exhibit A.
- I.3 Confidentiality Agreement which is attached hereto and incorporated herein by reference as Exhibit B.
- I.4 The "Products and Services Prices List" to replace Appendix D and Appendix D-1 which is attached hereto and incorporated herein by reference as Exhibit C-1 and Exhibit C-2.
- I.5 Supplemental Agreement No. 1 to Contract No. 728 (C-133081), which is attached hereto and incorporated herein by reference hereinafter as Exhibit D.
- I.6 The First Amendment to Contract No. 728 (C-133081), which is attached hereto and incorporated herein by reference hereinafter as Exhibit E.
- I.7 Contract No. 728 (C-133081), which is attached hereto and incorporated herein by reference hereinafter as Exhibit F.

#### **2.0 ORDER OF PRECEDENCE**

This Agreement contains the full and complete Supplemental Agreement No. 2 to Contract No. 728 (C-133081) between the Parties. No verbal agreement or

conversation with any officer or employee of either Party shall affect or modify any of the terms and conditions of this Agreement. Resolution of any conflicting provisions in the documents constituting this Agreement shall be resolved by considering the documents according to the following order of precedence:

- 2.1 This Supplemental Agreement No. 2 to Contract 728 (C-133081).
- 2.2 Standard Provisions for City Contracts (Rev. 10/21 [V.4]) (Exhibit A).
- 2.3 Confidentiality Agreement (Exhibit B).
- 2.4 The "Products and Services Prices List" (Exhibit C-1 and Exhibit C-2).
- 2.5 Supplemental Agreement No. 1 to Contract No. 728 (C-133081) (Exhibit D).
- 2.6 The First Amendment to Contract No. 728 (C-133081) (Exhibit E).
- 2.7 Contract No. 728 (C-133081) (Exhibit F).

### **3.0 TERM OF CONTRACT**

Replace Section 6.01 ("Term") of Contract No. 728 (C-133081) (Exhibit F) and the successor documents (Exhibit D and Exhibit E) in their entirety with the following:

"This Agreement was initially commenced on August 25, 2004 and has been extended through successor documents and is in full force and effect on April 17, 2022 and shall continue thereafter for a period of **one (1) year, until April 16, 2023, with five (5) additional one-year options to renew** at the sole discretion of the City Librarian. Each succeeding option shall be deemed exercised unless written notice to the contrary is given by either Party at least thirty (30) calendar days prior to the expiration of the proceeding term."

### **4.0 RATIFICATION CLAUSE**

Due to the need for Contractor's services to be provided continuously on an ongoing basis, Contractor may have provided services prior to the execution of this Supplemental Agreement No. 2 to Contract 728 (C-133081). To the extent that Contractor's services were performed in accordance with the terms and conditions of this Supplemental Agreement No. 2 to Contract 728 (C-133081), those services are hereby ratified.

### **5.0 SUBCONTRACTORS**

Modify Section 6.04 ("General Provisions / Subcontractors") of Contract No. 728 (C-133081) (Exhibit F) and the successor documents (Exhibit D and Exhibit E) to include the following subcontractor to provide service and maintenance:

“Contractor hereby accepts full responsibility for the obligations outlined by this Agreement. The Library agrees that Contractor may subcontract some or all of the performance of its duties provided for herein, provided that the Library approves of the subcontractor, which approval shall not be unreasonably withheld. The Library hereby approves of the following subcontractors: HP; Unique Management; 3M; and, Oasis Technology, Inc. Upon mutual agreement between the Library and the Contractor, additional subcontractors can be authorized during the period covered by this agreement. Nothing in this paragraph shall be interpreted as authorizing the assignment of the Maintenance Agreement by Contractor.”

**6.0 STANDARD PROVISIONS FOR CITY CONTRACTS**

Replace Section 6.18 (“Standard Provisions for City Personal Services Contract”) of Contract No. 728 (C-133081) (Exhibit F) and the successor documents (Exhibit D and Exhibit E) in their entirety with Standard Provisions for City Contracts (Rev.10/21 [V.4]) (Exhibit A).

**7.0 INDEMNIFICATION AND INSURANCE REQUIREMENTS**

The insurance and indemnification provisions shall be applicable and required by the Standard Provisions for City Contracts (Rev. 10/21 [v.4]) (Exhibit A).

**8.0 PRODUCTS AND SERVICES PRICE LIST**

Replace Section 6.11.E and Section 6.11.F of Contract No. 728 (C-133081) (Exhibit F) and the successor documents (Exhibit D and Exhibit E) in their entirety with Exhibit C-1 and Exhibit C-2.

**9.0 FULL FORCE AND EFFECT**

Except where expressly modified by this Supplemental Agreement No. 2 to Contract No. 728 (C-133081), all other terms and conditions included in Contract No. 728 (Exhibit F) shall remain in full force and effect.

*(SIGNATURE PAGE TO FOLLOW)*

**IN WITNESS THEREOF**, the Parties hereto have caused this Supplemental Agreement No. 2 to Contract No. 728 (C-133081) to be executed by their respective duly authorized representatives.

By \_\_\_\_\_  
BICH NGOC CAO  
President  
Board of Library Commissioners

By \_\_\_\_\_  
ANNETTE MURPHY  
President & CEO  
The Library Corporation

Date \_\_\_\_\_

Date \_\_\_\_\_

**APPROVED AS TO FORM:**

**ATTEST:**

MICHAEL N. FEUER, City Attorney

By \_\_\_\_\_  
BASIA JANKOWSKI  
Deputy City Attorney

By \_\_\_\_\_  
RAQUEL BORDEN  
Executive Assistant

Date \_\_\_\_\_

Date \_\_\_\_\_

**ATTEST:**

HOLLY L. WOLCOTT, City Clerk

By: \_\_\_\_\_

Date: \_\_\_\_\_

**City of Los Angeles Confidentiality Agreement**

I understand that my employer, \_\_\_\_\_, (hereinafter referred to as "Contractor"), has entered into a contract (hereinafter referred to as the "Agreement") with the City of Los Angeles, acting by and through its Board of Library Commissioners (hereinafter "City" or "Library"), to provide various services to the Library.

I will provide temporary services to Library and as part of these services I will have access to confidential information. "Confidential Information" includes all data, records, documents, audio or visual recordings, materials, products, technology, computer programs, specifications, manuals, business plans, software, marketing plans, financial information, and other information disclosed or submitted, orally, in writing, or by any other media, to me by Library pursuant to the Agreement or this Confidentiality Agreement, regardless of whether the information is marked or otherwise identified in writing as confidential, and regardless of whether the Confidential Information is received prior to execution of this Confidentiality Agreement.

I further understand that all Confidential Information provided to me by City, or accessed or reviewed by me during the performance of this assignment will remain the property of City.

I agree to use Confidential Information solely in connection with providing services to City under the Agreement and for no other purpose.

I agree not to provide Confidential Information, nor disclose its content or any information contained in it, either orally or in writing or in any form to transmit information, to any other person or entity, unless required by law or court order. I further agree not to make copies of any Confidential Information unless a formal request is made through Contractor and approved by City.

I agree to promptly notify City of all requests, notices, subpoenas, pleadings, or other means, for the release of Confidential Information received by me.

I agree that I will not divulge to any unauthorized person, Confidential Information or any other information obtained while performing work pursuant to the Agreement between me and City.

I will be responsible for protecting the confidentiality and maintaining the security of all Confidential Information and any other Library information in my possession. I agree to use the same standard of care to protect City's Confidential Information as I use to protect my own confidential and proprietary information, but not less than a reasonable standard.

Upon request by City, or completion or termination of my assignment under the

Agreement, I will promptly return or destroy all Confidential Information in my possession at City's discretion, and provide City with written certification stating that such Information has been returned or destroyed.

This Agreement is to apply in conjunction with any prior confidentiality agreement between myself, Contractor and/or City, and will not nullify such agreements; however, this Agreement will take precedence. Any conflicts with any other agreements will be modified to comply with the terms and intent of this Agreement.

I acknowledge that violation of this Confidentiality Agreement may subject me to civil and/or criminal action and that the City of Los Angeles will seek all possible legal redress.

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Print Contractor Name

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Print Contractor Representative Name      Print Contractor Representative Title

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Contractor Representative Signature      Date

---

Print Employee Name      Print Employee Title

---

Employee Signature      Date

---

Print Agreement Number

LOS ANGELES PUBLIC LIBRARY  
 SUPPLEMENTAL AGREEMENT NO. 2 TO CONTRACT NO. 728 (C-133081)  
 PRODUCTS AND SERVICES PRICE LIST  
 EXHIBIT C-1

**Existing Maintenance Items**

ITEM No.	ITEM	DESCRIPTION	QUANTITY	COST - Year 1	COST - Year 2	COST - Year 3	COST - Year 4	COST - Year 5
1	TLC	CARL-X Software Maintenance (including CARL-Connection, CARL-Connect Discovery (LS2 PAC) with up to 6 Additional	1	\$ 251,378.78	\$ 258,920.15	\$ 266,687.75	\$ 274,688.38	\$ 282,929.03
2	TLC	eCommerce Software Maintenance	1	\$ 5,219.06	\$ 5,375.63	\$ 5,536.90	\$ 5,703.01	\$ 5,874.10
3	TLC	SIP2 for Laptops Anytime	1	\$ 530.45	\$ 546.36	\$ 562.75	\$ 579.64	\$ 597.03
4	TLC	SIP2 for Axis 360	1	\$ 530.45	\$ 546.36	\$ 562.75	\$ 579.64	\$ 597.03
5	TLC	MarcOut for Collections HQ	1	\$ 530.45	\$ 546.36	\$ 562.75	\$ 579.64	\$ 597.03
6	SSL	SSL Certificate for CARL-Connect lapl.carlconnect.com	1	\$ 1,633.62	\$ 1,682.63	\$ 1,733.11	\$ 1,785.10	\$ 1,838.66
7	SSL	SSL Certificate for SMART Pages	1	\$ 148.32	\$ 152.77	\$ 157.35	\$ 162.07	\$ 166.94
8	HP	HP DL380 for iTiva	1	\$ 1,642.77	\$ 1,692.05	\$ 1,742.81	\$ 1,795.10	\$ 1,848.95
9	JAMEX	James Hardware	1	\$ 38,954.13	\$ 40,122.75	\$ 41,326.43	\$ 42,566.23	\$ 43,843.21
10	3M	3M Maintenance (8 locations)	10	\$ 33,787.33	\$ 34,800.95	\$ 35,844.98	\$ 36,920.32	\$ 38,027.93
11	TALLY	Tally Genicon 6815 Maintenance (Next Business Day) - Excludes Burster	1	\$ 1,637.70	\$ 1,686.83	\$ 1,737.44	\$ 1,789.56	\$ 1,843.25
<b>TOTAL</b>				<b>\$ 335,993.06</b>	<b>\$ 346,072.85</b>	<b>\$ 356,455.03</b>	<b>\$ 367,148.68</b>	<b>\$ 378,163.14</b>

**TLC Cloud Services**

ITEM No.	ITEM	DESCRIPTION	QUANTITY	COST	COST	COST	COST	COST
12	Hosting	TLC Cloud Services powered by Oracle Cloud Infrastructure	1	\$ 100,833.55	\$ 103,858.56	\$ 106,974.31	\$ 110,183.54	\$ 113,489.05
13	Hosting	Warm Site Backup Solution (Secondary Site)	1	\$ 22,029.59	\$ 22,690.48	\$ 23,371.19	\$ 24,072.33	\$ 24,794.50
<b>TOTAL</b>				<b>\$ 122,863.14</b>	<b>\$ 126,549.03</b>	<b>\$ 130,345.51</b>	<b>\$ 134,255.87</b>	<b>\$ 138,283.55</b>

**Outside Maintenance Items**

ITEM No.	ITEM	DESCRIPTION	QUANTITY	COST	COST	COST	COST	COST
14	--	Syndetics Annual Sub - Full Content	1	\$ 64,975.60	\$ 66,924.87	\$ 68,932.62	\$ 71,000.60	\$ 73,130.62
15	--	TalkingTech Phone Annual Maintenance	1	\$ 15,148.60	\$ 15,603.06	\$ 16,071.15	\$ 16,553.29	\$ 17,049.88
16	--	OSA Subscription	1	\$ 37,629.65	\$ 38,758.54	\$ 39,921.29	\$ 41,118.93	\$ 42,352.50
17	--	Social Flow	1	\$ 38,267.29	\$ 39,415.31	\$ 40,597.77	\$ 41,815.70	\$ 43,070.17
<b>TOTAL</b>				<b>\$ 156,021.15</b>	<b>\$ 160,701.78</b>	<b>\$ 165,522.83</b>	<b>\$ 170,488.52</b>	<b>\$ 175,603.17</b>

SUMMARY OF CHARGES										
Total - Existing Maintenance Items:	\$	335,993.06	\$	346,072.85	\$	356,455.03	\$	367,148.68	\$	378,163.14
Total - TLC Cloud Services:	\$	122,863.14	\$	126,549.03	\$	130,345.51	\$	134,255.87	\$	138,283.55
Total - Outside Maintenance Items:	\$	156,021.15	\$	160,701.78	\$	165,522.83	\$	170,488.52	\$	175,603.17
<b>TOTAL:</b>	<b>\$</b>	<b>614,877.34</b>	<b>\$</b>	<b>633,323.66</b>	<b>\$</b>	<b>652,323.37</b>	<b>\$</b>	<b>671,893.07</b>	<b>\$</b>	<b>692,049.87</b>

**LOS ANGELES PUBLIC LIBRARY**  
**SUPPLEMENTAL AGREEMENT NO. 2 TO CONTRACT NO. 728 (C-133081)**  
**PRODUCTS AND SERVICES PRICE LIST**  
**EXHIBIT C-2**

MODEL	DESCRIPTION	UNIT COST	WARRANTY
Barcode	Reliance One time Programming/Proof Fee	\$30.00	NA
Barcode Labels	Reliance Codabar Standard Single 10 Digit	\$30.00	NA
Barcode Labels	Reliance Coda bar Standard Single 10 Digit	\$30.00	NA
TT	Talking Tech Script Change Fee English - Basic	\$105.00	NA
TT	Talking Tech Script Change - Fee English -	\$168.00	NA
TT	Talking Tech Script Change - Fee Non English	\$630.00	NA
TT	Talking Tech Script Change Per Word English	\$0.70	NA
TT	Talking Tech Script Change Per Word English	\$1.40	NA
Unique Mgt	Unique Management Services - Billed Monthly -	\$8.95	NA
HPSVR	HP DL380 G10 Server	\$10,000.00	1 Yr
DIAL	Dialogic D120JCTLSEW 884-594 Card	\$4,800.00	1 Yr
RBN	Ribbon Cable	\$275.00	NA
MS	Microsoft Windows Server 2016 License	\$1,380.00	NA
MISC	Splitter Cables (per each)	\$65.00	NA
SHIPPING	Shipping will be billed at cost. Any shipping over	Actual Cost	NA

**TLC•Go!**

SOLUS	TLC•Go! 3.5MM+/annual circulations	\$40,000 + (custom)	NA
SOLUS	TLC•Go! Implementation /First Year	\$5,000 +	NA
SOLUS	TLC•Go! Branch Template Fee (per branch)	\$250	NA
SOLUS	TLC•Go! Branch Template Fee (per branch)	\$250	NA
SOLUS	TLC•Go! patron Self Service Barcode Check-	\$500	NA
SOLUS	TLC•Go! patron Self Service Barcode Check-	\$250	NA
SOLUS	TLC•Go! patron Self Service RFID check-	\$500	NA
SOLUS	TLC•Go! patron Self Service RFID check-	\$500	NA

**IBM Cognos Analytics**

Cognos	Cognos Authoring Per License	\$2,990.00	NA
Cognos	Cognos Authoring Per License <i>RENEWAL</i>	\$596.00	NA
Cognos	Cognos User Per License	\$1,610.00	NA
Cognos	Cognos User Per License <i>RENEWAL</i>	\$322.00	NA

**Printers**

TLC	Epson Thermal Receipt Printer	\$453.00	NA
TLC	Citizen Thermal Receipt Printer	\$454.00	NA
TLC	Epson TMU220 Printer	\$528.00	NA
N/A	Printers ship to states within the continental US	\$36.00	NA
N/A	Printers ship to Alaska and Hawaii at \$72 per	\$72.00	NA

**TLC•SmartTECH**

TLC•SmartTECH	TAPit - Touch Accessible Platform Interactive	\$9,995.00	NA
N/A	TAPit Kiosk Shipping	\$99.00	NA
TLC•SmartTECH	NovelBranch Mini Library - Basic White (see	\$28,000.00	NA

TLC•SmartTECH	NovelBranch Annual Maintenance Fee - Following	\$4,000.00	NA
TLC•SmartTECH	NovelBranch Kiosk Shipping	\$3,500.00	NA
TLC•SmartTECH	NovelBranch Premium Color - Red, Orange, Blue,	\$520.00	NA
TLC•SmartTECH	NovelBranch Custom Color - customer must	\$1,465.00	NA
TLC•SmartTECH	NovelBranch Vinyl Graphic of logo - 12" x 12", 4-	\$130.00	NA
TLC•SmartTECH	NovelBranch Magnetic stripe card reader -	\$1,170.00	NA
TLC•SmartTECH	NovelBranch RFID Starter Kit (Staff RFID Station	\$2,850.00	NA
TLC•SmartTECH	Additional Staff RFID Station	\$1,300.00	NA
TLC•SmartTECH	Additional RFID tags (square book) qty = 10,000	\$2,275.00	NA
TLC•SmartTECH	NovelBranch Custom card reader - replaces	\$1,170.00	NA
TLC•SmartTECH	Legends of Learning - One Year Premium License	\$4,999.00	NA
TLC•SmartTECH	Legends of Learning - One Year Premium License	\$500.00	NA
TLC•SmartTECH	MustangPro - Kiosk - 43 in - 55in Indoor Back to	\$3,000	NA
TLC•SmartTECH	MustangPro - Kiosk - 43 in - 55in Indoor Wall -	\$1,900	NA
TLC•SmartTECH	MustangPro - Kiosk - 55 in Outdoor Portrait	\$13,900	NA
TLC•SmartTECH	MustangPro - Kiosk - 55 in Outdoor Portrait	\$18,920	NA
TLC•SmartTECH	MustangPro - Kiosk - 55 in Outdoor Portrait Shell	\$4,980	NA
TLC•SmartTECH	MustangPro - Flat Mount - 100x100 - 40lbs	\$24.00	NA
TLC•SmartTECH	MustangPro - Flat Mount - 200x200 - 80lbs	\$34.00	NA
TLC•SmartTECH	MustangPro - Flat Mount - 400x400 - 150lbs	\$87.00	NA
TLC•SmartTECH	MustangPro - Flat Mount - 400x400 - 150lbs -	\$97.00	NA
TLC•SmartTECH	MustangPro - Flat Mount - 600x500 - 200lbs	\$97.00	NA
TLC•SmartTECH	MustangPro - Flat Mount - 600x500 - 200lbs -	\$102.00	NA
TLC•SmartTECH	MustangPro - Flat Mount - 800x500 - 200lbs	\$122.00	NA
TLC•SmartTECH	MustangPro - Flat Mount - 800x600 - 200lbs -	\$143.00	NA
TLC•SmartTECH	MustangPro - Flat Mount - 1000x600 - 300lbs -	\$198.00	NA
TLC•SmartTECH	MustangPro - Flat Mount - 1300x600 - 400lbs -	\$655.00	NA
TLC•SmartTECH	MustangPro - Flat Mount - Ultra-Thin - 400x400 -	\$82.00	NA
TLC•SmartTECH	MustangPro - Flat Mount - Ultra-Thin - 600x400 -	\$74.00	NA
TLC•SmartTECH	MustangPro - Flat Mount - Ultra-Thin - 800x400 -	\$112.00	NA
TLC•SmartTECH	MustangPro - Flat Mount - Portrait - 400x600 -	\$164.00	NA
TLC•SmartTECH	MustangPro - Tilt Mount - 100x100 - 40lbs	\$30.00	NA
TLC•SmartTECH	MustangPro - Tilt Mount - 200x200 - 80lbs	\$54.00	NA
TLC•SmartTECH	MustangPro - Tilt Mount - 400x400 - 150lbs	\$97.00	NA
TLC•SmartTECH	MustangPro - Tilt Mount - 400x400 - 150lbs -	\$148.00	NA
TLC•SmartTECH	MustangPro - Tilt Mount - 400x400 - 150lbs -	\$153.00	NA
TLC•SmartTECH	MustangPro - Tilt Mount - 600x500 - 200lbs	\$124.00	NA
TLC•SmartTECH	MustangPro - Tilt Mount - 600x500 - 200lbs -	\$163.00	NA
TLC•SmartTECH	MustangPro - Tilt Mount - 600x500 - 200lbs -	\$173.00	NA
TLC•SmartTECH	MustangPro - Tilt Mount - 800x500 - 200lbs	\$212.00	NA
TLC•SmartTECH	MustangPro - Tilt Mount - 800x500 - 200lbs -	\$234.00	NA
TLC•SmartTECH	MustangPro - Tilt Mount - 800x500 - 200lbs -	\$234.00	NA
TLC•SmartTECH	MustangPro - Tilt Mount - 1100x600 - 250lbs	\$263.00	NA
TLC•SmartTECH	MustangPro - Tilt Mount - 1100x600 - 300lbs -	\$284.00	NA
TLC•SmartTECH	MustangPro - Robust Tilt 1105x760 - 200 lbs	\$299.00	NA
TLC•SmartTECH	MustangPro - Tilt Mount - Ultra-Thin - 400x400 -	\$142.00	NA
N/A	MustangPro - Tilt Mount - Ultra-Thin - 600x400 -	\$163.00	NA
TLC•SmartTECH	MustangPro - Tilt Mount - Ultra-Thin - 800x600 -	\$172.00	NA
N/A	MustangPro - Tilt Mount - Portrait - 400x600 -	\$224.00	NA

TLC•SmartTECH	MustangPro - Tilt Mount - Outdoor - 800x500 -	\$325.00	NA
TLC•SmartTECH	MustangPro - Articulating Mount - 100x100 -	\$80.00	NA
TLC•SmartTECH	MustangPro - Articulating Mount - 200x200 -	\$135.00	NA
TLC•SmartTECH	MustangPro - Articulating Mount - 200x200 -	\$110.00	NA
TLC•SmartTECH	MustangPro - Articulating Mount - 400x400 -	\$170.00	NA
TLC•SmartTECH	MustangPro - Articulating Mount - 400x400 -	\$263.00	NA
TLC•SmartTECH	MustangPro - Articulating Mount - 400x400 -	\$274.00	NA
TLC•SmartTECH	MustangPro - Articulating Mount - 400x400 -	\$300.00	NA
TLC•SmartTECH	MustangPro - Articulating Mount - 600x400 -	\$200.00	NA
TLC•SmartTECH	MustangPro - Articulating Mount - 700x400 -	\$212.00	NA
TLC•SmartTECH	MustangPro - Articulating Mount - 800x600 -	\$545.00	NA
TLC•SmartTECH	MustangPro Robust Articulating Mount VESA	\$629.00	NA
TLC•SmartTECH	MustangPro - Articulating Mount - Ultra-Thin -	\$212.00	NA
TLC•SmartTECH	MustangPro - Articulating Mount - Ultra-Thin -	\$294.00	NA
TLC•SmartTECH	MustangPro - Articulating Mount - Ultra-Thin -	\$333.00	NA
TLC•SmartTECH	MustangPro - Articulating Mount - Dual Display -	\$634.00	NA
TLC•SmartTECH	MustangPro - Art Mount - Outdoor - 700x500 -	\$565.00	NA
TLC•SmartTECH	MustangPro - Pivot Mount - 200x200 - 80lbs -	\$85.00	NA
TLC•SmartTECH	MustangPro - Pivot Mount - 400x400 - 150lbs -	\$264.00	NA
TLC•SmartTECH	MustangPro - Ceiling Mount - 200x200 - 80lbs	\$104.00	NA
TLC•SmartTECH	MustangPro - Ceiling Mount - Kit w/ MPC-M22V,	\$210.00	NA
TLC•SmartTECH	MustangPro - Ceiling Mount - 400x400 - 100lbs	\$190.00	NA
TLC•SmartTECH	MustangPro - Ceiling Mount - 700x500 - 200lbs	\$340.00	NA
TLC•SmartTECH	MustangPro - Ceiling Mount - Kit w/ MPC-L75U,	\$410.00	NA
TLC•SmartTECH	MustangPro - Ceiling Mount - Kit w/ MPC-L75U,	\$420.00	NA
TLC•SmartTECH	MustangPro - Ceiling Mount - Kit w/ MPC-L75U,	\$435.00	NA
TLC•SmartTECH	MustangPro - Ceiling Mount - Back-to-Back -	\$150.00	NA
TLC•SmartTECH	MustangPro - Ceiling Mount - Back-to-Back -	\$480.00	NA
TLC•SmartTECH	MustangPro - Ceiling Mount - Back-to-Back - Kit	\$590.00	NA
TLC•SmartTECH	MustangPro - Ceiling Mount Outdoor Rated -	\$1,000.00	NA
TLC•SmartTECH	MustangPro - Ceiling Mount - Quad System -	\$1,200.00	NA
TLC•SmartTECH	MustangPro - Ceiling Mount - Quad System -	\$1,800.00	NA
TLC•SmartTECH	MustangPro - Ceiling Mount - Quad System -	\$2,000.00	NA
TLC•SmartTECH	MustangPro - Video Wall Mount - 700x400 -	\$650.00	NA
TLC•SmartTECH	MustangPro - Unistrut Video Wall Mount	\$620.00	NA
TLC•SmartTECH	MustangPro - Video Wall Mount - Portrait -	\$600.00	NA
TLC•SmartTECH	MustangPro - Video Wall Mount - Mosaic w/	\$700.00	NA
TLC•SmartTECH	MustangPro - Video Wall Mobil Cart - 2x2 -	\$4,000.00	NA
TLC•SmartTECH	MustangPro - Video Wall Mobil Cart - 3x3 -	\$6,000.00	NA
TLC•SmartTECH	MustangPro - Video Wall Modular Ceiling Mount	\$700.00	NA
TLC•SmartTECH	MustangPro - Video Wall Modular Ceiling Mount	\$800.00	NA
TLC•SmartTECH	MustangPro - Video Wall Modular Ceiling Mount	\$1,000.00	NA
TLC•SmartTECH	MustangPro - Video Wall Modular Ceiling Mount	\$900.00	NA
TLC•SmartTECH	MustangPro - Video Wall Modular Floor to Wall	\$900.00	NA
TLC•SmartTECH	MustangPro - Menu Board Modular Wall Mount	\$240.00	NA
TLC•SmartTECH	MustangPro - Menu Board Modular Wall Mount	\$180.00	NA
TLC•SmartTECH	MustangPro - Menu Board Modular Wall Mount	\$190.00	NA
TLC•SmartTECH	MustangPro - Menu Board Modular Wall Mount	\$200.00	NA
TLC•SmartTECH	MustangPro - Menu Board Modular Wall Mount	\$130.00	NA

TLC•SmartTECH	MustangPro - Menu Board Modular Wall Mount	\$190.00	NA
TLC•SmartTECH	MustangPro - Menu Board Modular Wall Mount	\$220.00	NA
TLC•SmartTECH	MustangPro - Menu Board In-Line Ceiling Mount	\$460.00	NA
TLC•SmartTECH	MustangPro - Menu Board In-Line Ceiling Mount	\$450.00	NA
TLC•SmartTECH	MustangPro - Menu Board In-Line Ceiling Mount	\$1,010.00	NA
TLC•SmartTECH	MustangPro - Menu Board In-Line Ceiling Mount	\$1,500.00	NA
TLC•SmartTECH	MustangPro - Menu Board In-Line Ceiling Mount	\$520.00	NA
TLC•SmartTECH	MustangPro - Menu Board In-Line Ceiling Mount	\$1,500.00	NA
TLC•SmartTECH	MustangPro - Menu Board In-Line Ceiling Mount	\$740.00	NA
TLC•SmartTECH	MustangPro - Menu Board In-Line Ceiling Mount	\$750.00	NA
TLC•SmartTECH	MustangPro - Menu Board In-Line Ceiling Mount	\$1,500.00	NA
TLC•SmartTECH	MustangPro - Menu Board In-Line Ceiling Mount	\$2,220.00	NA
TLC•SmartTECH	MustangPro - Menu Board In-Line Ceiling Mount	\$820.00	NA
TLC•SmartTECH	MustangPro - Menu Board In-Line Ceiling Mount	\$1,600.00	NA
TLC•SmartTECH	MustangPro - Mobile Cart - 400x400 - 150lbs	\$680.00	NA
TLC•SmartTECH	MustangPro - Mobile Cart Dual Back to Back -	\$820.00	NA
TLC•SmartTECH	MustangPro - Mobile Cart - 400x400 - 150lbs -	\$880.00	NA
TLC•SmartTECH	MustangPro - Mobile Cart - 400x400 - 100lbs -	\$680.00	NA
TLC•SmartTECH	MustangPro - Mobile Confidence Cart -Height	\$850.00	NA
TLC•SmartTECH	MustangPro - Mobile Cart - 700x500 - 150lbs	\$850.00	NA
TLC•SmartTECH	MustangPro - Mobile Cart - 700x500 - 150lbs -	\$900.00	NA
TLC•SmartTECH	MustangPro - Mobile Cart - 700x500 - 150lbs -	\$950.00	NA
TLC•SmartTECH	MustangPro - Mobile Cart - 800x500 - 300lbs -	\$1,100.00	NA
TLC•SmartTECH	MustangPro - Touch Height Adjustable Mobile	\$4,400.00	NA
TLC•SmartTECH	MustangPro - Mobile Cart - 800x500 - 300lbs -	\$1,600.00	NA
TLC•SmartTECH	MustangPro - Mobile Cart - 800x500 - 300lbs -	\$1,400.00	NA
TLC•SmartTECH	MustangPro - Mobile Cart - 800x500 - 300lbs -	\$1,700.00	NA
TLC•SmartTECH	MustangPro - Mobile Cart - 800x500 - 300lbs -	\$1,800.00	NA
TLC•SmartTECH	MustangPro - Mobile Cart - 800x500 - 300lbs -	\$1,900.00	NA
TLC•SmartTECH	MustangPro - Mobile Cart - 1300x700 - 300lbs -	\$1,500.00	NA
TLC•SmartTECH	MustangPro - Mobile Cart - Kiosk - 800x600 -	\$870.00	NA
TLC•SmartTECH	MustangPro - Floor Stand - 100x100 - 20lbs	\$240.00	NA
TLC•SmartTECH	MustangPro - Floor Stand Landscape & Portrait -	\$780.00	NA
TLC•SmartTECH	MustangPro - Floor Stand - 400x400 - 100lbs -	\$590.00	NA
TLC•SmartTECH	MustangPro Dual Floor Stand 400x400-150lbs	\$780.00	NA
TLC•SmartTECH	MustangPro - Floor Stand - 400x400 - 150lbs -	\$850.00	NA
TLC•SmartTECH	MustangPro - Floor Stand - 700x500 - 150lbs	\$850.00	NA
TLC•SmartTECH	MustangPro - Floor Stand - 700x500 - 150lbs -	\$870.00	NA
TLC•SmartTECH	MustangPro - Floor Stand - 700x500 - 150lbs -	\$850.00	NA
TLC•SmartTECH	MustangPro - Floor Stand - 800x500 - 300lbs -	\$1,050.00	NA
TLC•SmartTECH	MustangPro - Floor Stand - 800x500 - 300lbs -	\$1,400.00	NA
TLC•SmartTECH	MustangPro - Floor Stand - 1300x700 - 300lbs -	\$1,100.00	NA
TLC•SmartTECH	MustangPro - Floor Stand - 200x600 - 150lbs -	\$680.00	NA
TLC•SmartTECH	MustangPro - Floor Stand - Kiosk - 600x600 -	\$670.00	NA
TLC•SmartTECH	MustangPro - Floor Stand - Back-to-Back -	\$940.00	NA
TLC•SmartTECH	MustangPro - Data Rack Enclosure - 19in, 18U -	\$640.00	NA
TLC•SmartTECH	MustangPro - Cart Stand Accessory - Back Panel	\$120.00	NA
TLC•SmartTECH	MustangPro - Cart Stand Accessory - Front/Back	\$130.00	NA
TLC•SmartTECH	MustangPro - Cart Stand Accessory - Side Shelf	\$260.00	NA

TLC•SmartTECH	MustangPro - Cart Stand Accessory - Top Shelf	\$100.00	NA
TLC•SmartTECH	MustangPro - Cart Stand Accessory - Glass Shelf	\$110.00	NA
TLC•SmartTECH	MustangPro - Cart Stand Accessory - Metal Shelf	\$120.00	NA
TLC•SmartTECH	MustangPro - Desktop Arm Mount - 100x100 -	\$204.00	NA
TLC•SmartTECH	MustangPro - Desktop Dual Monitor Arm Mount -	\$365.00	NA
TLC•SmartTECH	Mustang Pro Dual monitor single link desktop	\$345.00	NA
TLC•SmartTECH	MustangPro - Desktop Dual Monitor Stand -	\$153.00	NA
TLC•SmartTECH	MustangPro - Desktop Stand - 100x100 - 30lbs -	\$112.00	NA
TLC•SmartTECH	MustangPro - Desktop Stand - 200x200 - 30lbs -	\$143.00	NA
TLC•SmartTECH	MustangPro - Desktop Stand - 400x400 - 120lbs	\$271.00	NA
TLC•SmartTECH	MustangPro - Projector Mount - 50lbs - Black	\$180.00	NA
TLC•SmartTECH	MustangPro - Projector Mount - 50lbs - White	\$180.00	NA
TLC•SmartTECH	MustangPro - Projector Mount - 70lbs - Black	\$190.00	NA
TLC•SmartTECH	MustangPro - Projector Mount - 70lbs - Micro	\$240.00	NA
TLC•SmartTECH	MustangPro - Projector Mount - 70lbs - Micro	\$240.00	NA
TLC•SmartTECH	MustangPro - Projector Mount - 70lbs - Micro	\$250.00	NA
TLC•SmartTECH	MustangPro - Projector Mount Kit - Suspended	\$220.00	NA
TLC•SmartTECH	MustangPro - Projector Mount Kit - Suspended	\$220.00	NA
TLC•SmartTECH	MustangPro - Projector Mount Kit - Flat Ceiling	\$190.00	NA
TLC•SmartTECH	MustangPro - Projector Mount Kit - Flat Ceiling	\$200.00	NA
TLC•SmartTECH	MustangPro - Projector Mount Kit - Suspended	\$270.00	NA
TLC•SmartTECH	MustangPro - Projector Mount Kit - Suspended	\$290.00	NA
TLC•SmartTECH	MustangPro - Projector Mount Kit - Flat Ceiling	\$260.00	NA
TLC•SmartTECH	MustangPro - Projector Mount Kit - Flat Ceiling	\$280.00	NA
TLC•SmartTECH	MustangPro - Projector Mount Kit - Suspended	\$340.00	NA
TLC•SmartTECH	MustangPro - Projector Mount Kit - Suspended	\$360.00	NA
TLC•SmartTECH	MustangPro - Projector Mount - Short Throw Kit -	\$360.00	NA
TLC•SmartTECH	MustangPro - Ceiling Adapter - Flat - 4x4in	\$35.00	NA
TLC•SmartTECH	MustangPro - Ceiling Adapter - Flat - 8x8in	\$45.00	NA
TLC•SmartTECH	MustangPro - Ceiling Adapter - Flat - 8x8in -	\$120.00	NA
TLC•SmartTECH	MustangPro - Ceiling Adapter - Flat - 8x8in - Extra	\$180.00	NA
TLC•SmartTECH	MustangPro - Ceiling Adapter - Single Joist	\$25.00	NA
TLC•SmartTECH	MustangPro - Ceiling Adapter - Single Joist -	\$28.00	NA
TLC•SmartTECH	MustangPro - Ceiling Adapter - Dual Joist	\$58.00	NA
TLC•SmartTECH	MustangPro - Ceiling Adapter - I-Beam Clamp	\$125.00	NA
TLC•SmartTECH	MustangPro - Ceiling Adapter - Suspended Drop -	\$125.00	NA
TLC•SmartTECH	MustangPro - Ceiling Adapter - Suspended Drop -	\$115.00	NA
TLC•SmartTECH	MustangPro - Ceiling Adapter - Truss	\$60.00	NA
TLC•SmartTECH	MustangPro - Ceiling Adapter - Single Unistrut w/	\$40.00	NA
TLC•SmartTECH	MustangPro - Ceiling Adapter - Dual Unistrut -	\$35.00	NA
TLC•SmartTECH	MustangPro - Ceiling Adapter - Dual Unistrut -	\$50.00	NA
TLC•SmartTECH	MustangPro - Ceiling Adapter - Vaulted	\$80.00	NA
TLC•SmartTECH	MustangPro - Ceiling Adapter - Escutcheon Ring -	\$9.00	NA
TLC•SmartTECH	MustangPro - Ceiling Adapter - Escutcheon Ring -	\$9.00	NA
TLC•SmartTECH	MustangPro - Extension Column - Fixed - 6in	\$29.00	NA
TLC•SmartTECH	MustangPro - Extension Column White -	\$29.00	NA
TLC•SmartTECH	MustangPro - Extension Column - Fixed - 18in	\$40.00	NA
TLC•SmartTECH	MustangPro - Extension Column - Fixed - 1ft	\$40.00	NA
TLC•SmartTECH	MustangPro - Extension Column - Fixed - 1ft	\$40.00	NA

TLC•SmartTECH	MustangPro - Extension Column - Fixed - 2ft	\$60.00	NA
TLC•SmartTECH	MustangPro - Extension Column - Fixed - 3ft	\$65.00	NA
TLC•SmartTECH	MustangPro - Extension Column - Fixed - 4ft	\$75.00	NA
TLC•SmartTECH	MustangPro - Extension Column - Fixed - 5ft	\$90.00	NA
TLC•SmartTECH	MustangPro - Extension Column - Fixed - 6ft	\$95.00	NA
TLC•SmartTECH	MustangPro - Extension Column - Fixed - 7ft	\$105.00	NA
TLC•SmartTECH	MustangPro - Extension Column - Fixed - 8ft	\$115.00	NA
TLC•SmartTECH	MustangPro - Extension Column - Fixed - 9ft	\$130.00	NA
TLC•SmartTECH	MustangPro - Extension Column - Fixed - 10ft	\$160.00	NA
TLC•SmartTECH	MustangPro - Extension Column - Adjustable - 6-	\$65.00	NA
TLC•SmartTECH	MustangPro - Extension Column White -	\$65.00	NA
TLC•SmartTECH	MustangPro - Extension Column - Adjustable - 12-	\$75.00	NA
TLC•SmartTECH	MustangPro - Extension Column - Adjustable - 18-	\$90.00	NA
TLC•SmartTECH	MustangPro - Extension Column - Adjustable - 2-	\$100.00	NA
TLC•SmartTECH	MustangPro - Extension Column - Adjustable - 2-	\$120.00	NA
TLC•SmartTECH	MustangPro - Extension Column - Adjustable - 3-	\$160.00	NA
TLC•SmartTECH	MustangPro - Extension Column - Adjustable - 4-	\$180.00	NA
TLC•SmartTECH	MustangPro - Extension Column - Adjustable - 6-	\$200.00	NA
TLC•SmartTECH	MustangPro - Extension Column - Adjustable - 8-	\$220.00	NA
TLC•SmartTECH	MustangPro - Extension Column - Adjustable - 10-	\$240.00	NA
TLC•SmartTECH	MustangPro - Extension Column - Column	\$20.00	NA
TLC•SmartTECH	MustangPro - Extension Column - Column	\$30.00	NA
TLC•SmartTECH	MustangPro - Extension Column - Column	\$25.00	NA
TLC•SmartTECH	MustangPro - Clamp for unistrut or pipe 3.5 in -	\$21.00	NA
TLC•SmartTECH	MustangPro - In-Wall Box - Black	\$122.00	NA
TLC•SmartTECH	MustangPro-Portrait to Landscape Rotation	\$121.00	NA
TLC•SmartTECH	MustangPro - Wall Shelf - Black Smoked	\$76.00	NA
TLC•SmartTECH	Mustang Pro 125mm Adaptor-Extender	\$15.00	NA
TLC•SmartTECH	MustangPro VESA 100x100mm to 200x200mm	\$26.00	NA
TLC•SmartTECH	Mustang Pro VESA Adaptor 400x300 or 300x300	\$30.00	NA
TLC•SmartTECH	Mustang Pro VESA Adaptor 400x400	\$56.00	NA
TLC•SmartTECH	MustangPro - CPU-DVD-Media Player Bracket	\$82.00	NA
TLC•SmartTECH	MustangPro - Media Player Bracket	\$91.00	NA
TLC•SmartTECH	MustangPro - Speaker Bar Bracket	\$57.00	NA
TLC•SmartTECH	MustangPro - Concrete Expansion Anchors,	\$5.00	NA
TLC•SmartTECH	MustangPro - Concrete Expansion Anchors,	\$5.00	NA
TLC•SmartTECH	MustangPro - Toggle Bolts - 2-pack	\$11.00	NA
TLC•SmartTECH	MustangPro - Toggle Bolts - 3-pack	\$16.00	NA
TLC•SmartTECH	MustangPro - Toggle Bolts - 4-pack	\$21.00	NA
TLC•SmartTECH	MustangPro - Toggle Bolts - 6-pack	\$32.00	NA
TLC•SmartTECH	MustangPro - Unistrut Attachers - 2-pack	\$9.00	NA
TLC•SmartTECH	MustangPro - Unistrut Attachers - 4-pack	\$12.00	NA
TLC•SmartTECH	MustangPro - Wall Shelf System - Double	\$224.00	NA
TLC•SmartTECH	MustangPro - Wall Shelf System - Triple	\$325.00	NA

## Oasis - TECH

Oasis - TECH	CARL.X Technician I	\$33.03	Hourly Rate
Oasis - TECH	CARL.X Technician II	\$44.83	Hourly Rate
Oasis - TECH	CARL.X Telecom Technical	\$44.04	Hourly Rate

Oasis - TECH	CARL.X Administrator	\$66.07	Hourly Rate
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Any rate increase for Oasis Technicians will require prior written approval by the City Librarian, or designee, and shall be in effect for the contract year.













[Redacted]

will not exceed 1.5% per

**SUPPLEMENTAL AGREEMENT NO. 1 TO CONTRACT NO. 728**

**BETWEEN**

**LOS ANGELES PUBLIC LIBRARY**

**AND**

**THE LIBRARY CORPORATION**

THIS SUPPLEMENTAL AGREEMENT NO. 1 to Contract Number No. 728, is entered into as of April 18, 2019, by and between the City of Los Angeles, a municipal corporation, acting by and through its Board of Library Commissioners (hereinafter referred to as the "BOARD"), and The Library Corporation (hereinafter referred to as "TLC") to continue and enhance the Integrated Automated Library System. The BOARD and TLC may also be referred to herein individually as "Party" or collectively as the "Parties."

WHEREAS, On August 25, 2004, the BOARD and TLC entered into Contract No. 728 (Council File 04-0841) wherein TLC provided hardware and software licensing, maintenance, and enhancements to the Library's Integrated Automated Library System for a period of three (3) years, with seven (7) one-year renewal options, set to expire on August 25, 2014; and

WHEREAS, On September 26, 2013, the BOARD approved the First Amendment to Contract No. 728 (Library Resolution No. 2013-44 [C-36]) to include four (4) additional one-year renewal options. The First Amendment to Contract No. 728 was executed on August 14, 2014 and expired on August 25, 2018; and

WHEREAS, The BOARD and TLC desire to continue to Contract No. 728 to provide hardware and software licensing and maintenance to the existing Integrated Automated Library System, provide migration to a cloud-based platform, and enhance the existing disaster recovery process. Storing the Library data on a cloud-based platform will allow TLC to provide continuous remote server and data maintenance, and support for the Library's mission-critical system. In addition, offsite cloud storage will make Library data easier to access, provide greater security, and allow quick recovery after an emergency to reduce any interruption of service to the public. Supplemental Agreement No. 1 will provide the Library time to develop and release an RFP for a new contract to supply hardware and software maintenance for the Library's Integrated Automated Library System; and

WHEREAS, The Integrated Automated Library System originally provided by TLC is the backbone application for the entire library system and provides the following critically required functions for the Library:

- Basic library functions of circulation
- Bibliographic maintenance
- Acquisitions of materials
- Web renewals of materials
- Patron-placed holds
- Public access catalog
- Integration with third-party vendors for:
  - Computer reservation system
  - Self-checkout workstations
  - Automated e-mail
  - Telephonic notification to patrons
  - Provision of e-commerce
  - Collection services

WHEREAS, TLC has demonstrated the necessary skills and expertise to successfully perform the requested services and meet the expectations of the Library; and

WHEREAS, On November 8, 2018 the BOARD found, in accordance with Charter Sections 371(e)(10) and 1022, and Los Angeles Administrative Code Section 10.15(a)(10), that it is more economical and feasible to have the work performed by an independent contractor than by City employees and that the use of competitive bidding would be undesirable and impractical because the Library plans to develop and release a Request for Proposals (RFP) for a new contract to supply hardware and software maintenance for the Library's Integrated Automated Library System to meet the on-going needs of the Library and patrons; and

WHEREAS, On November 8, 2018 the BOARD found in accordance with Charter Section 371(e)(2) and Los Angeles Administrative Code Section 10.15(a)(2), that the services to be provided are professional, expert, and technical services of a temporary and occasional nature for which competitive bidding is not practicable or advantageous because during the next year, the Library plans to develop and release an RFP for a new contract to supply hardware and software maintenance for the Library's Integrated Automated Library System to meet the on-going needs of the Library and patrons; and

WHEREAS, Funds are available to compensate TLC for the services in accordance with this Supplemental Agreement No. 1 to Contract No. 728; and

NOW THEREFORE, The BOARD and TLC agree that Contract No. 728 be revised as follows:

- A. Section 6.01 (“Term”) shall be replaced in its entirety to include three (3) additional 1-year options to renew as follows:

“This Agreement shall commence on the date of execution by the BOARD and shall continue for a period of one (1) year, with two (2) additional one-year options, which may be exercised in writing at the sole discretion of the City Librarian.”

- B. Modify Appendix D (“Products and Services Price List”) of the Agreement to include Appendix D-1 “Migration to Hosting and Revised Maintenance” as attached to this Supplement Agreement No. 1 to assist the Library to migrate the Integrated Automated Library System to a cloud-based platform in order to store the Library data in an off-site cloud, which will also allow TLC to provide continuous remote server and data maintenance.

- C. Section 6.01 (“Term”) to include the following Ratification Clause:

“Due to the need to continue the performance of Contract No. 728 to ensure uninterrupted service to the Library and patrons, TLC has begun performance of the services required hereunder prior to the execution of this Supplemental Agreement No. 1 to Contract No. 728. By its execution hereof, the BOARD hereby accepts such service subject to all the terms, covenants, and conditions, and ratifies Supplemental Agreement No. 1, to Contract No. 728, with TLC for such services.

- D. Attachment A (“Standard Provisions for City Contracts”) shall be revised by deleting Standard Provisions for City Contracts (Rev 03/09), as referenced in the First Amendment, and shall be replaced with Standard Provisions for City Contracts (Rev 10/17 [V3]).


- E. In the event of an inconsistency between any of the provisions of this Supplement Agreement No. 1, the First Amendment, Contract No. 728 and/or attachments, the inconsistency shall be resolved by giving precedence to the documents in the following order:


1. Supplemental Agreement No. 1 to Contract No. 728 including Standard Provisions for City Contracts (Rev 10/17 [V3])
2. First Amendment to Contract No. 728
3. Contract No. 728

- F. Except where expressly modified by this Supplemental Agreement No. 1 to Contract No. 728, all other terms and conditions included in Contract No. 728 shall remain in full force and effect.

*(SIGNATURE PAGE TO FOLLOW)*

**IN WITNESS THEREOF**, the Parties hereto have caused this Supplemental Agreement No. 1 to Contract No. 728 to be executed by their respective duly authorized representatives.

By   
BÍCH NGỌC CAO  
President  
Board of Library Commissioners

By   
ANNETTE HARWOOD MURPHY  
Chairman, CEO  
The Library Corporation


Date 4-11-19

Date April 10, 2019

**APPROVED AS TO FORM:**

**ATTEST:**

MICHAEL N. FEUER, City Attorney

By   
Deputy City Attorney

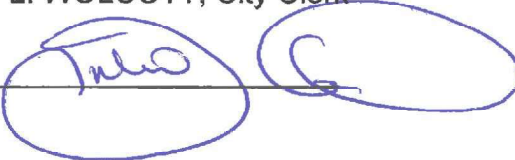
By   
RAQUEL M. BORDEN  
Commission Executive Assistant II

Date 4/16/19

Date 4/18/19

**ATTEST:**

HOLLY L. WOLCOTT, City Clerk

By: 



Date: 4-18-19

LOS ANGELES PUBLIC LIBRARY

SUPPLEMENTAL AGREEMENT NO. 1 TO CONTRACT NO. 728  
 APPENDIX D-1 PRODUCTS AND SERVICES PRICE LIST  
 MIGRATION TO HOSTING AND REVISED MAINTENANCE

Installation and Cloud Migration Services

The Library Corporation (TLC) will provide installation and migration services of the LAPL Integrated Library Automation System. This process will involve, but not be limited to, the installation of the entire CARL Software Suite, the Oracle Database, and all other associated software components onto the Cloud Services provided by TLC; loading of LAPL data via backups; testing the entire system; and performing another Data Load to catch-up the latest LAPL transactions; and the shutting down of the LAPL local system and turning all related traffic to the Cloud Servers provided by TLC.

Existing Maintenance Items

ITEM No.	ITEM	DESCRIPTION	QUANTITY	COST CONTRACT YEAR 15	COST CONTRACT YEAR 16	COST CONTRACT YEAR 17
1	TLC	CARL-X Software Maintenance (including CARL-Connection, CARL-Connect Discovery (LS2 PAC) with up to 6 Additional Language and Test Environment, and existing EDI Interfaces).	1	\$ 236,948.62	\$ 244,057.07	\$ 244,057.07
2	TLC	eCommerce Software Maintenance	1	\$ 4,919.47	\$ 5,067.05	\$ 5,067.05
3	TLC	SIP2 for Laptops Anytime	1	\$ 500.00	\$ 515.00	\$ 515.00
4	TLC	SIP2 for Axis 360	1	\$ 500.00	\$ 515.00	\$ 515.00
5	TLC	MarcOut for Collections HQ	1	\$ 500.00	\$ 515.00	\$ 515.00
6	SSL	SSL Certificate for CARL-Connect lapl.carlconnect.com	1	\$ 1,539.85	\$ 1,586.04	\$ 1,586.04
7	SSL	SSL Certificate for SMART Pages	1	n/a	\$ 144.00	\$ 144.00
8	HP	HP DL380 for iTiva	1	\$ 1,548.47	\$ 1,594.92	\$ 1,594.92
9	JAMFX	James Hardware	1	\$ 36,718.00	\$ 37,819.54	\$ 37,819.54
10	3M	3M Maintenance (8 locations)	10	\$ 31,847.80	\$ 32,803.23	\$ 32,803.23
11	TALLY	Tally Genicon 6815 Maintenance (Next Business Day) - Excludes Burster	1	n/a	\$ 1,590.00	\$ 1,590.00
<b>Subtotal (Existing Maintenance Items):</b>				<b>\$ 315,022.21</b>	<b>\$ 326,206.85</b>	<b>\$ 326,206.85</b>

Additions Items

ITEM No.	ITEM	DESCRIPTION	QUANTITY	COST CONTRACT YEAR 15	COST CONTRACT YEAR 16	COST CONTRACT YEAR 17
12	Hosting	Internet Connectivity (Per Mbps burstable to 50 Mbps). Overage charges apply.	5	\$ 5,040.00	\$ 5,191.20	\$ 5,191.20
13	Hosting	Network Infrastructure	1	\$ 269.00	\$ 277.07	\$ 277.07
14	Hosting	Anti-Spyware, and Site VPN	1	\$ 3,136.00	\$ 3,230.08	\$ 3,230.08
15	Hosting	CARL-X Core Services (SaaS)	1	\$ 72,912.00	\$ 75,099.36	\$ 75,099.36
16	Hosting	Data Backup Services	1	\$ 10,920.00	\$ 11,247.60	\$ 11,247.60
17	Project Day	Installation and Migration Services	3	\$ 4,800.00	\$ -	\$ -
<b>Subtotal (Additions Items):</b>				<b>\$ 97,077.00</b>	<b>\$ 95,045.31</b>	<b>\$ 95,045.31</b>

Subtraction Items

ITEM No.	ITEM	DESCRIPTION	QUANTITY	COST CONTRACT YEAR 15	COST CONTRACT YEAR 16	COST CONTRACT YEAR 17
18	HP	HP DL380 Web Server HW Maintenance (LS2 PAC)	1	\$ 1,548.80	\$ -	\$ -
19	HP	HP DL380 for LS2 Pac Test Environment	1	\$ 1,548.47	\$ -	\$ -
20	Red Hat	LS2 Pac Server OS SW Maintenance (Red Hat)	2	\$ 3,159.32	\$ -	\$ -
21	HP	HP ILO SW Maintenance (Including 1 LS2 PAC, 2 DB, 1 BU)	5	\$ -	\$ -	\$ -
22	Oracle	Sun TS140 Application Server HW Maintenance	2	\$ 3,444.06	\$ -	\$ -
23	HP	HP DL580 Database Server HW Maintenance	2	\$ 3,367.23	\$ -	\$ -
24	Red Hat	Database Server OS SW Maintenance (Red Hat)	2	\$ 3,159.32	\$ -	\$ -
25	Oracle DB	Oracle DBMS Enterprise Edition SW Maintenance (Qty 8)	8	\$ 44,259.31	\$ -	\$ -
26	Oracle DB	Oracle RAC SW Maintenance (Qty 8)	8	\$ 17,676.04	\$ -	\$ -
27	HP	HP MSL2024 Tape BackUp Array Library HW Maintenance	1	\$ 2,168.27	\$ -	\$ -
28	HP	HP DL380 Tape Backup Server HW Maintenance	1	\$ 1,548.47	\$ -	\$ -
29	Red Hat	Tape Backup Server OS SW Maintenance (Red Hat)	1	\$ 1,579.66	\$ -	\$ -
30	Symantec	Net Backup SW Maintenance	1	\$ 3,390.03	\$ -	\$ -
31	Cisco	VPN Cisco 1941 Router	1	\$ 280.00	\$ -	\$ -
32	HP	HP ILO SW Maintenance (2 CARLWEB Servers)	2	\$ -	\$ -	\$ -
33	Red Hat	CARLWeb Server OS SW Maintenance (Red Hat)	2	\$ 3,067.30	\$ -	\$ -
<b>Subtotal (Subtraction Items):</b>				<b>\$ 90,196.28</b>	<b>\$ -</b>	<b>\$ -</b>

LOS ANGELES PUBLIC LIBRARY

SUPPLEMENTAL AGREEMENT NO. 1 TO CONTRACT NO. 728  
 APPENDIX D-1 PRODUCTS AND SERVICES PRICE LIST  
 MIGRATION TO HOSTING AND REVISED MAINTENANCE

Outside Maintenance Items

ITEM No.	ITEM	DESCRIPTION	QUANTITY	COST CONTRACT YEAR 15	COST CONTRACT YEAR 16	COST CONTRACT YEAR 17
34	--	Syndetics Annual Sub - Full Content (Through June 2030)	1	\$ 57,779.00	\$ 59,512.37	\$ 59,512.37
35	--	TalkingTech Phone Annual Maintenance (Through June 2018)	1	\$ 13,863.12	\$ 14,279.01	\$ 14,279.01
36	--	OSA Subscription (Through July 2031)	1	\$ 34,436.47	\$ 35,469.56	\$ 35,469.56
37	--	Social Flow (8/15/2015 live date)	1	\$ 35,020.00	\$ 36,070.60	\$ 36,070.60
38	--	Unique Management Services	--	--	--	--
39	--	Library Technology Services (LTI)	--	--	--	--
40	--	Tech Logic CircIT	--	--	--	--
<b>Subtotal (Subtraction Items):</b>				<b>\$ 141,098.59</b>	<b>\$ 145,331.54</b>	<b>\$ 145,331.54</b>

Disaster Recovery - Full

ITEM No.	ITEM	DESCRIPTION	QUANTITY	COST CONTRACT YEAR 15	COST CONTRACT YEAR 16	COST CONTRACT YEAR 17
45	Hosting	Warm Site Backup Solution (Secondary Site)	1	\$ 20,160.00	\$ 20,765.00	\$ 20,765.00
46	TLC	DR - Full Installation Services	10	\$ 16,000.00	\$ -	\$ -
47	TLC	Disaster Recovery - (Full) - Per Test (as required by Library) or Disaster	1	\$ 1,600.00	\$ 1,648.00	\$ 1,648.00
<b>DR - Full Subtotal (Install &amp; Maintenance):</b>				<b>\$ 37,760.00</b>	<b>\$ 22,413.00</b>	<b>\$ 22,413.00</b>

SUMMARY OF CHARGES

Total - Existing Maintenance Items:	\$ 315,022.21	\$ 326,206.85	\$ 326,206.85
Total - Addition Items:	\$ 97,077.00	\$ 95,045.31	\$ 95,045.31
Total - Outside Maintenance Items:	\$ 141,098.59	\$ 145,331.54	\$ 145,331.54
Total - Disaster Recovery Full:	\$ 37,760.00	\$ 22,413.00	\$ 22,413.00
<b>TOTAL</b>	<b>\$ 590,957.80</b>	<b>\$ 588,996.70</b>	<b>\$ 588,996.70</b>

**CONTRACT NO. 728: FIRST AMENDMENT**

**AGREEMENT TO PROVIDE HARDWARE AND SOFTWARE MAINTENANCE FOR  
THE LIBRARY'S INTEGRATED LIBRARY AUTOMATION SYSTEM  
BETWEEN  
THE CITY OF LOS ANGELES  
AND THE LIBRARY CORPORATION**

**THIS FIRST AMENDMENT** to Contract Number 728, is entered into by and between the City of Los Angeles, a municipal corporation, acting by and through the Board of Library Commissioners (hereinafter referred to as the "Library"), and The Library Corporation (hereinafter referred to as "TLC"), with reference to the following:

**WHEREAS**, upon the approval of the Mayor and City Council, the Library entered into Contract No. 728 on August 25, 2004 wherein TLC provided hardware and software maintenance for a period of three (3) years, with seven (7) one-year renewal options, which will expire on August 25, 2014; and

**WHEREAS**, the Contract provides for amendments; and

**WHEREAS**, the Library and TLC are now desirous of amending Contract No. 728 for the purpose of extending the contract to add four (4) one-year renewal options effective August 26, 2014 pursuant to the provisions of the City of Los Angeles Administrative Code Sections 10.5 (b) (2) and 10.15 (a) (7); and

**WHEREAS**, the Library agreed to a Consent of Assignment of Contract No. 728 to TLC, providing that TLC satisfies the Library's contracting requirements; and

**WHEREAS**, as a sole source provider and as proposed through this amendment, TLC would continue providing hardware and software system maintenance support and products for the Library's Integrated Library Automation System (ILS); and

**WHEREAS** the CARLX system is the backbone application for the entire library system and it automates the following critically required functions for the Library: Basic library functions of circulation, bibliographic maintenance, acquisition of materials, Web renewals of materials, patron-placed holds, the public access catalog and integrates with third-party vendors the operation of the computer reservation system, self-checkout workstations, automated email and telephonic notification of patrons, and the provision of e-commerce and collection services; and


**WHEREAS**, this amendment is necessary and proper to continue library operations that provide the public access to their library account and to numerous services and resources the Library offers; and

NOW THEREFORE, the Library and TLC agree that the Contract be amended as follows:

1. Modify Section 6.01 by deleting "seven(7)" and replacing it with "eleven(11)."
2. Modify Appendix D to incorporate new price list terms entitled "Los Angeles Public Library Price List for Goods and Services, effective February 25, 2013."
3. Modify Attachment A by deleting Standard Provisions for City Contracts (10/01) and replacing it with the Standard Provisions for City Contracts (rev.03/09).
4. In the event of an inconsistency between any of the provisions of this First Amendment, Contract No. 728, all prior amendments, and/or attachments, the inconsistency shall be resolved by giving precedence to the documents in the following order:
  - i. First Amendment
  - ii. Original Contract
5. Except as amended by this First Amendment, all other terms and conditions of Contract No. 728 shall remain in full force and effect.
6. This amendment is executed in four (4) duplicate originals, each of which is deemed to be an original. This amendment consists of three (3) pages.

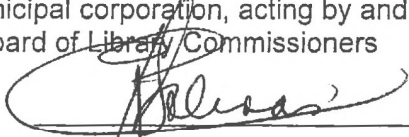
IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives:

THE LIBRARY CORPORATION

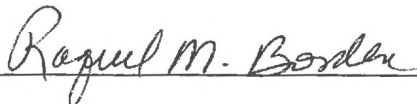
BY:   
NAME: PAUL LEPPEROT  
TITLE: MANAG TAXE DIRECTOR  
DATE: 7/22/2014

CITY OF LOS ANGELES

A municipal corporation, acting by and through the Board of Library Commissioners


BY:   
NAME: JOSEFA SALINAS  
TITLE: President, Library Commission  
DATE: 8/14/14

ATTEST

BY:   
NAME: Raquel Borden  
TITLE: Commission Executive Assistant  
DATE: 8/14/14

APPROVED AS TO FORM:

Michael N. Feuer  
City Attorney

BY:   
NAME: Basia Jankowski  
TITLE: Deputy City Attorney  
DATE: 8-1-14

# CONTRACT SUMMARY SHEET

TO: THE OFFICE OF THE CITY CLERK,  
COUNCIL/PUBLIC SERVICES DIVISION  
ROOM 395, CITY HALL

DATE: 4-18-19

(PLEASE DO NOT STAPLE THE CONTRACT FOR THE CLERK'S FILE)

**FORM MUST BE TYPEWRITTEN**

FROM (DEPARTMENT): LIBRARY DEPARTMENT

CONTACT PERSON: RAQUEL BORDEN PHONE: 213-228-7530

CONTRACT NO.: C-133081 COUNCIL FILE NO.: 19-0268

ADOPTED BY COUNCIL: 4/9/19  
DATE

APPROVED BY BPW: \_\_\_\_\_  
DATE

NEW CONTRACT   
AMENDED AND RESTATED \_\_\_\_\_  
ADDENDUM NO. \_\_\_\_\_  
SUPPLEMENTAL NO. \_\_\_\_\_  
CHANGE ORDER NO. \_\_\_\_\_  
AMENDMENT \_\_\_\_\_

CONTRACTOR NAME: THE LIBRARY CORPORATION (TLC)

TERM OF CONTRACT: 3 YEARS THROUGH: 4/18/2022

TOTAL AMOUNT: \$3,000,000

## PURPOSE OF CONTRACT:

Vendor will continue to provide and enhance the Integrated Automated Library System for the Library Department.

**AGREEMENT BETWEEN**  
**THE CITY OF LOS ANGELES,**  
**A MUNICIPAL CORPORATION**  
**and THE LIBRARY CORPORATION,**  
**A WEST VIRGINIA CORPORATION**  
**TO SUPPLY**  
**HARDWARE AND SOFTWARE MAINTENANCE**  
**AND NEW PRODUCTS AND SERVICES**

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**AGREEMENT BETWEEN THE CITY OF LOS ANGELES,  
A MUNICIPAL CORPORATION, ACTING BY AND THROUGH**

**THE BOARD OF LIBRARY COMMISSIONERS,  
AND The Library Corporation, A WEST VIRGINIA CORPORATION,  
TO PROVIDE HARDWARE AND SOFTWARE MAINTENANCE FOR THE  
LIBRARY'S INTEGRATED AUTOMATED LIBRARY SYSTEM,  
AND NEW PRODUCTS AND SERVICES**

This Agreement is entered into by and between the City of Los Angeles (hereinafter City), a Municipal corporation, acting by and through the Board of Library Commissioners (hereinafter "Library") and The Library Corporation, an Inwood, WV corporation (hereinafter "TLC")

WITNESSETH

Whereas, the Library entered into a Contract Renewal on December 2, 1998 for an Integrated Automated Library System, and

Whereas, the Library, after an extensive review process, recommended to the Board of Library Commissioners the extension of said contract, and

Whereas, the Board of Library Commissioners accepted the Library's recommendation and signed a five-year Agreement with the CARL Corporation on December 2, 1998 for a continuation of service and maintenance of the Library's integrated automated library system, and

Whereas, The Library Corporation acquired the CARL Corporation on June 29, 2000, and

Whereas, the extension of services agreement is due to expire in December, 2003.

Whereas, the Integrated Automated Library System has operated successfully since the time of installation, and

Whereas, TLC as the sole source provider of the Library's Integrated Automated Library System, continues to be uniquely and solely qualified to maintain the existing system and provide new products and services to enhance the Library's Integrated Library Automation System, and

Whereas, the Library's operating budget includes funding from the City's General Fund for all costs associated with the ongoing support of the Integrated Library Automation System,

NOW, THEREFORE, in consideration of the premises, and mutual covenants and agreements herein contained, the parties hereto agree as follows:

## **1.0 DEFINITIONS:**

Where used in this Agreement, unless the context otherwise requires, the following words and phrases have the respective meanings set forth below:

1.01. "Agreement," "this Agreement," "herein," "herein under," and similar expressions refer to this Agreement and the Appendices annexed hereto and referred to herein, all as amended from time to time, and the expression "Section" followed by a number means and refers to the specified section of this Agreement.

1.02. "Integrated Automated Library System (ILS)," "System," refers to the hardware and software developed by the CARL Corporation and TLC and purchased by the Library, including all components necessary for running the automated library system.

1.03. "Equipment" means the computer equipment to support the System, including all necessary components and peripherals.

1.04. "Software" means all CARL Corporation and TLC-developed applications software and HP Nonstop Server operating system software.

1.05. "Designated System" means the HP Nonstop Server resident at the Library at the time this Agreement is executed.

## **2.0 MAINTENANCE PROVISIONS**

The Library will purchase, and TLC agrees to furnish, as specified herein, services to maintain the Equipment and Software described as the "System" and the Library hereby purchases maintenance service for the System upon the terms and conditions set forth herein.

### **2.01. Diagnosis of Problems**

TLC will maintain technical personnel stationed at its Denver, Colorado and Inwood, WV facilities for the purpose of providing telephone customer service to report problems and discuss questions about operations. For diagnosis, TLC technical personnel will have reasonable access to the Library's CPU directly. TLC technical personnel will use its best efforts to respond to each reported emergency problem within (2) two hours. The WV staff has access to Denver-

based product and hardware support staff for problems requiring complex diagnoses. TLC will provide the Library with access to technical support outside of normal TLC business hours to report emergencies.

## **2.02. Maintenance of CPU Hardware and Software, and Telecommunications Equipment**

A. Items included for maintenance are detailed in Appendix A. Items may be added or deleted during the term of this Agreement. Maintenance of any particular piece of CPU hardware or telecommunications equipment may be terminated by either party upon ninety (90) days prior written notice being given.

B. On site preventative maintenance will be performed at a time scheduled with the Library and done during the normal business hours of 8 A.M. – 5 P.M. Pacific Time. No additional charges will be incurred by LAPL should this scheduled service exceed these hours.

C. Unscheduled emergency service for HP hardware or software will be performed after notification by the Library to TLC that equipment is inoperative or malfunctioning. TLC will provide the Library with a designated point of contact and will make arrangements to enable maintenance personnel to receive notification from the Library of required support. Local (Los Angeles area) maintenance personnel will be made available to service the equipment and/or software covered by the maintenance agreement. On site service calls for unexpected hardware or software failures will be covered at no additional cost Monday through Friday from 8:00 A.M. – 5:00 P.M. Pacific Time. No additional charges will be incurred by LAPL should the unscheduled service exceed these hours.

Emergency maintenance during the time not specified above will also be available to the Library, as needed, using local (Los Angeles area) maintenance personnel dispatched by TLC, and may be billed at a premium rate per incident (as specified in the Products and Services Price List, Appendix D).

Response by local maintenance personnel to an emergency event will be a best effort response. Response by local maintenance personnel to a non-emergency event will be within (24) twenty- four hours from the time the incident is reported by the Library to TLC. Local maintenance personnel will have access to sufficient hardware in order to replace any failed component on the Library's CPU's within (24) twenty-four hours from the time the emergency is reported to TLC.

D. Holidays excluded from unscheduled emergency service include:

- New Year's Day
- Presidents' Day
- Memorial Day
- Independence Day

Labor Day  
Thanksgiving Day  
Friday after Thanksgiving Day  
Christmas Day

Holidays falling on Saturday will be observed the Friday before. Holidays falling on Sunday will be observed on the Monday after.

E. All parts necessary for unscheduled on-site remedial maintenance will be furnished at no additional charge to the Library, on an exchange basis. Only new parts or refurbished, like-new parts shall be used.

F. Quarterly, TLC will authorize HP to perform preventative maintenance on the Library's CPU.

G. TLC warrants that the Tandem Platform will be supported for the duration of contract.

### **2.03. Maintenance on Licensed Software**

A. Products covered are listed in Appendix B. Products may be added or deleted during the duration of this Agreement.

B. TLC will provide all fixes, minor enhancements, releases, or upgrades to licensed software at no additional charge to the Library. Such fixes, minor enhancements, releases, or upgrades will be provided with complete and accurate documentation for successful installation and implementation.

C. Except as provided for in Section 2.03. G of this Agreement, TLC will provide corrections to the licensed software at no cost to the Library for error, malfunction, or defect which causes the software to fail to perform in accordance with functional specifications detailed in the software release documentation.

D. The Library will have phone access to TLC support personnel during the hours of 5:00 A.M. – 5:00 P.M. Pacific Time and 24x7 access to the electronic trouble ticket system. Phone access to TLC support personnel beyond 5:00 A.M. – 5:00 P.M. Pacific Time is available at no additional cost to LAPL for emergency support.

Emergency status is defined as system or module down, no workaround available for reported problem, or impact to service exceeds the Library's standards of acceptable levels. Emergency assistance is limited to work in correcting problems which prevent successful operation of the Circulation Module, the Acquisitions Module and Public Access Catalog, or which are data-corrupting. Emergency assistance will be available all hours during which the Library is open to the public or during which Library staff are working in one or more library facilities.

LAPL will not incur any additional costs for after hours support (onsite service call or phone support) resulting from a CARL.Solution software failure(s). After hours support that requires either an onsite service call or phone support from TLC support personnel that is not a result of CARL.Solution software failure(s) will be invoiced at TLC's published hourly support rate.

E. TLC will provide an electronic means for the Library to report problems (i.e. open a ticket) with the software. The reporting mechanism will allow for the Library to identify software problems which require emergency assistance.

F. The TLC Online Support Center (OSC) will acknowledge emergency tickets within 1 business day. Remedial action required to resolve the problem will begin immediately.

Non-emergency tickets will be acknowledged within 4 business days. A proposed timeline for closing tickets based upon analysis and priority status will be communicated within 5 business days of the acknowledgement.

If TLC classifies a reported problem as an "enhancement" rather than a software bug, the Library may dispute this classification by contacting the manager of the OSC. If the matter is not satisfactorily resolved, the Library may escalate the issue through the TLC management structure.

G. TLC will have no obligation to provide assistance in correcting errors or problems arising in connection with any modifications or alterations to the licensed software which have been made by or on behalf of the Library without TLC's express written consent. TLC will not be obligated to provide assistance free of charge if problems arise in connection with code released not in accordance with documentation provided with releases.

H. Maintenance charges on any new software purchased by the Library from TLC will commence upon the expiration of the warranty period.

#### **2.04. Maintenance of Peripheral Equipment**

A. Items covered are listed in Appendix C. Items may be added or deleted during the duration of this Agreement.

B. Maintenance on any or all peripheral devices may be terminated by either party upon ninety (90) days written notice being given.

C. Maintenance charges for each new device purchased from TLC will begin after the warranty period expires.

D. TLC will provide local (Los Angeles area) maintenance support, whenever possible. Otherwise, the Library will ship peripheral equipment via UPS to TLC, or to a TLC-designated location, for repair. Unless otherwise specified herein, the cost of packing, insuring, and shipping equipment to TLC or to a TLC-specified location, will be borne by TLC.

E. The Library will provide sufficient work space at its Central Library for on-site equipment repair by TLC'S designated maintenance support personnel.

F. Unscheduled onsite remedial maintenance of peripheral equipment will be performed during the hours of 8:00a.m. to 5:00p.m., Monday through Friday, Pacific Time.

## **2.05. Conditions of TLC'S Obligations**

A. All maintenance services of any nature rendered by TLC hereunder shall be limited to the System and will be contingent upon the Library's proper use of the System in the application for which the System was intended.

B. It is acknowledged and understood that the maintenance and support service provided by TLC hereunder is not intended to supplant the Library's day-to-day operation and support of the System.

C. The Library will not perform, nor attempt to perform, or cause to be performed, maintenance or repair to the equipment or licensed software covered hereunder during the term of this Agreement except with the prior written approval of TLC unless TLC has been requested to provide necessary maintenance services and has failed to provide adequate and acceptable services within a reasonable period of time after the Library gives notice to TLC.

D. The Library is responsible for maintaining an "Expand" line to be used by TLC in diagnostics and maintenance. The cost of maintaining the line and equipment in good operating condition shall be borne by the Library. The Library shall also permit direct IP access to the LAPL ILS system via client software interfaces. TLC will provide information to allow such access in accordance with Library Security Policies.

## **3.0 TLC SOFTWARE LICENSE PROVISIONS**

### **3.01. Terms and Conditions**

Subject to the terms and conditions herein set forth. TLC hereby grants to the Library a non-transferable, non-exclusive and royalty-free license for as long as the Library owns and operates the System to use TLC applications software as well as any additions and/or supplements thereto, solely in the conduct of the Library's business. The foregoing shall not be construed to preclude the Library

from using the software or a backup copy of the software on another machine, provided that the Library shall have obtained TLC's prior written consent to the use of such machine, which consent shall not be unreasonably withheld or delayed. The Library acknowledges that by virtue of this license, the Library acquires only the right to use the original and permitted duplicate copies of the software, as well as any additions and/or supplements thereto, as described herein and does not acquire any rights of ownership in the software, which rights remain exclusively with TLC. A copy of the machine-readable object code, source code (TLC'S software only), will reside on the Library's CPU and TLC will send the Library updated source code yearly. The Library agrees not to modify or change the source code in any way without the express consent of TLC, unless one or more of the Events of Default, as stated in Section 6.09 of this Agreement, occur.

The above rights pertain to TLC software. HP software is defined and governed by provisions in Section 4.0 of this Agreement.

### **3.02. Effective Date**

The License granted pursuant to Section 3.0 of this Agreement, shall remain in effect from the date of this Agreement until terminated as hereinafter provided or until expiration of the term of this Agreement. The License may be terminated in the event that (a) this Agreement is terminated by the Library or (b) the Library becomes in default of any material obligation under this Agreement, provided that TLC has given the Library written notice specifying the nature of the default and the Library fails to cure said default - or to have instituted procedures calculated to remedy such default as promptly as practicable - within thirty (30) days following the Library's receipt of TLC'S notice of default.

The License may be terminated by the Library for any reason or for no reason, by written notice of termination to TLC. Notice of termination given by either party hereunder shall specify the effective date of termination, which effective date shall be at least thirty (30) days after the date of the notice of termination, except in the case of alleged material breach by the Library, in which case the Library shall have thirty (30) days prior to termination to remedy the default as provided herein above. In the event that the Library terminates this Agreement without cause pursuant to this Section 3.0, TLC shall have no obligation to refund any portion of the software license fee, or to refund any other monies paid with respect to goods or services already delivered or rendered.

### **3.03. Agreement Not to Duplicate or Copy**

The Library agrees that it will not copy or in any way duplicate software or any materials related thereto, in whole or in part, except as expressly authorized to do so by this License or by written consent of TLC. TLC hereby expressly authorizes the Library to copy software for its own use, solely for archive or emergency restart purposes or to replace worn copy, provided that the Library properly reproduces

on each such copy all notices of TLC's patent, copyright, trademark, or trade secret rights.

### **3.04. TLC Retains Ownership**

TLC retains ownership of all licensed software and related documentation.

If the License is terminated by either party, the Library will furnish TLC with written notice within thirty (30) days following the effective date of termination certifying that through its best efforts and to the best of its knowledge, all machine-readable code, user documentation or other related materials provided to the Library with such software, including any copies thereof, whether in whole or in part, have been returned or destroyed as follows:

1. All documents relating to such discontinued portion of the software will be destroyed. Upon request of TLC, documentation will be returned to TLC at TLC's expense; and
2. The originals and all copies of any machine-readable materials containing all or any portion of the discontinued software will be destroyed or purged so as to totally remove from such machine readable materials all codes relating to the discontinued portion of the software.

### **3.05. Training and Procedural Materials**

The Library agrees that all training and procedural materials developed by TLC in conjunction with the software will be the property of TLC.

All training and procedural materials developed by the Library acting without TLC shall be the exclusive property of the Library. All training and procedural manuals developed by the Library which may incorporate a portion of TLC documentation are not subject to the requirements of 3.04 above.

### **3.06. Proprietary Rights**

TLC retains for itself, and the Library acknowledges that TLC so retains, all proprietary rights in and to all design, engineering details, and other data pertaining to the system, and retains for itself the sole right to manufacture, lease, license, and sell any and all such systems. The software and the configuration of the equipment shall be deemed to be trade secrets of TLC. This paragraph shall not be interpreted to prohibit the Library from selling, transferring, or otherwise disposing of all or any part of the equipment.

### **3.07. Confidentiality and Nondisclosure**

The Library agrees that the software, together with all materials and knowledge related thereto obtained by the Library, shall be held in confidence and shall not at any time, either during the term of the license or thereafter, be made available in any form to any person or entity (except as may be required by law or legal process) without the prior written consent of TLC, which consent shall not be unreasonably withheld or delayed, except that, without such consent, the software and related materials and knowledge may be made available to employees of the Library or consultants or contractors retained by or responsible to the Library to the extent that such disclosure is reasonably necessary to the Library's use of the software authorized hereunder. The Library agrees that, in the event that the software or any related materials or knowledge is made available to a consultant or contractor retained by or responsible to the Library, the Library will execute an Agreement, or Agreements whereby they recognize, accept and agree to observe the protection Agreements afforded to TLC by this paragraph. The obligations of this paragraph will survive the termination of this Agreement. This Section shall not apply to any software, materials, or knowledge which is or becomes available to the public, or which the Library has or knows prior to TLC'S disclosure to the Library or which the Library lawfully receives from a third party under no obligation of confidentiality.

### **3.08. Ownership of Data**

All bibliographic, item, borrower, and other records entered into the database of the Library or supplied to TLC by the Library are and shall remain the sole property of the Library. TLC shall not copy or use such records, except to carry out contracted work; will not transfer such records to any other party not involved in the performance of this Agreement; and will return any such records to the Library upon completion of the work hereunder. The Library shall have the right, without the consent of TLC, to extract as the Library's property such data in industry-standard formats using standard TLC utilities and at no cost to the Library. TLC agrees to assist the Library, if requested, in making such extracts at the then-current rate.

### **3.09. Copyright Claims**

TLC will (1) assume the defense of any claim, suit, or proceeding brought against the Library for infringement of any United States patent, copyright, trademark, or trade secret arising from the use and/or sale of the equipment or software under this Agreement, (2) assume the expense of such defense, including costs of investigations, reasonable attorney fees, expert witness fees, damages, and any other litigation-related expenses, and (3) indemnify the Library against any monetary damages and/or costs awarded in such suit; provided (1) that TLC is given sole and exclusive control of all negotiations relative to the settlement thereof, but that TLC agrees to consult with the Library's attorney during such

defense or negotiations and make good faith effort to avoid any position adverse to the Library's interests, (2) that the software or the equipment is used by the Library in the form, state, or condition as delivered by TLC, (3) that the liability claimed shall not have arisen solely out of the Library's negligent act or omission, and (4) that the Library promptly provides TLC with written notice within ten (10) days of receiving any claim with respect to which the Library asserts that TLC assumes responsibility under this Section.

If a claim for infringement has occurred or in TLC's judgment is likely to occur, the Library agrees to allow TLC, at TLC's expense, to procure the right for the Library to continue using the software and/or equipment or to replace or modify them so that they become noninfringing, provided the performance standards of the System just prior to the claim are maintained.

Section 3.0 of this Agreement states the entire liability of TLC for any type of infringement or breach whatsoever of the industrial or intellectual property rights of third parties resulting from or relating to the manufacture, sale, operation or use of Equipment.

## **4.0 HP SOFTWARE LICENSE PROVISIONS**

### **4.01. Grant**

TLC hereby grants to the Library a non-transferable, non-exclusive license, without right to remarket, to use the software developed or acquired by the HP Company, and delivered to the Library under this Agreement ("Software"), exclusively on the HP Non-Stop computer system owned, possessed and operated by the Library and specified in TLC's invoice ("Designated System"). No source code or license to use source code is provided under this Agreement. Software includes the programs delivered to the Library, all related documentation and any update, revision, translation, adaptation, modification, derivation or copy of the foregoing. Software does not include software delivered to the Library with a Shrink-Wrap License. As to such Shrink-Wrap License, the Library agrees to be bound by the terms in the Shrink-Wrap License unless TLC is notified of any objections and returns the software within 5 days of the date of receipt.

### **4.02. Use**

The Library will use the Software only in its internal business operations. The Library will not permit any other person to use the Software, except to enter or retrieve information in the ordinary course of processing transactions. If the Designated System becomes temporarily inoperable due to natural disaster, accident or other cause beyond the Library's control, the Library may use the Software on another HP Non-Stop computer until the Designated System becomes operable. The Library may make one back-up copy of the Software upon which the Library will reproduce all confidentiality and proprietary notices.

The Library will not otherwise copy, translate, modify, adapt, decompile, disassemble or reverse engineer the Software.

#### **4.03. Ownership**

Title to the Software and all patents, copyrights, trademarks, mask works, circuit layout rights, design rights, trade secrets and other proprietary rights in or related to the Software are and will remain the exclusive property of HP or its licensor, whether or not specifically recognized or perfected under the laws of the country where the Software is located. The Library will not take any action that jeopardizes such proprietary rights nor will you acquire any right in the Software, except the limited use rights specified in this agreement.

#### **4.04. Confidentiality**

The Software incorporates confidential and proprietary information developed or acquired by HP. The Library will protect the confidentiality of the Software and all such information with the same degree of care as the Library employs to protect its own confidential and proprietary information, but at least with a reasonable degree of care. The Library will not allow the removal or defacement of any confidentiality or proprietary notice placed on the Software, which notice will not constitute publication or otherwise impair the Software's confidential nature. The Library will have no confidentiality obligation with respect to any confidential or proprietary information incorporated within the Software which (i) was in the Library's lawful possession prior to receipt of the Software without any obligation to keep it confidential, (ii) is later lawfully obtained by the Library from a third party under no obligation of secrecy, (iii) is independently developed by the Library or (iv) is, or later becomes, available to the public through no act or failure to act by the Library. The Library will not disclose the Software to any person, except to those employees, agents or consultants who require access for the Library's authorized use of the Software. Before disclosure to such parties, the Library will require that they expressly: (i) recognize HP's or its licensor's confidential and proprietary rights in the Software, (ii) agree to comply with the use, ownership, confidentiality and export control restrictions applicable to the Software, and (iii) acknowledge HP's, its licensor's and TLC's right to enforce these restrictions, in each case in writing. The Library will be liable for non-compliance by the Library's agents and contractors to the same extent the Library would be liable for non-compliance by its employees.

#### **4.05. No Warranties; Limitation On Damages**

This agreement does not include any warranties, express or implied by or on behalf of HP or any entity granting HP license rights to the software. In no event will HP or its licensor (a) be liable for any special, punitive, moral, incidental or consequential damages, whether or not foreseeable, including, but not limited to,

lost profit or data or (b) incur aggregate liability in any action or proceeding which exceeds the total amount actually paid to HP by TLC for the software that directly caused the damage.

#### **4.06. Termination.**

This Agreement will automatically terminate if the Library stops owning, possessing or operating the Designated System, and it may be otherwise terminated with 30 days prior written notice if the Library violates any of its terms or conditions. Upon any such termination, all rights granted to the Library, including but not limited to the right to use to the Software, will immediately cease, and the Library will promptly (i) purge the Software from the Designated System and all other computer systems and storage media, (ii) deliver to TLC the Software and any other item within the Library's possession or control that contains confidential information relating to the Software, and (iii) certify in writing that the Library has complied with the termination obligations under this Agreement. Any provision of this Agreement which by its sense and context deals with Software use, disclosure, ownership, confidentiality, inspection, re-exportation and third party enforcement rights will survive the expiration or termination of the Agreement for any reason.

#### **4.07. Export Controls**

The confidential information of HP, and all related technical documents and materials are subject to export controls under the U.S. Export Administration Regulations and related U.S. laws. The Library will (i) comply strictly with all legal requirements established under these controls, (ii) cooperate fully with HP in any official or unofficial audit or inspection that relates to these controls and (iii) not export, re-export, divert, transfer or disclose, directly or indirectly, any Software, confidential information of HP, or related technical documents and materials or any direct product thereof to any country without compliance with all applicable laws and regulations.

#### **4.08. Assignment; Enforcement.**

The Library may not assign, delegate or otherwise transfer the Software, this Agreement or any of its rights or obligations without HP's and TLC's prior approval. Any assignment, delegation or transfer, which violates the foregoing, will be void. If TLC ceases to be HP's authorized value-added reseller for any reason, then TLC's rights against the Library may be assigned to HP or its designee. The Library hereby consents to any such assignment and, at HP's request, will execute any instrument, which may be required to perfect the assignment. The provisions of this Agreement are intended to inure to the benefit of HP and its licensor. HP or its licensor has the right to enforce these provisions directly against you, whether in HP's its licensor's or TLC's name, and HP and its licensor accept this right.

## **5.0 FUNCTIONALITY AND PRIORITIES**

### **5.01. Enhancements**

TLC agrees to provide the enhanced functionality described in Appendix E by the delivery dates indicated. TLC agrees to initiate and manage a specification process in such a manner that allows for the delivery of the enhanced functionality by the dates indicated. The Library agrees to constructively participate in the specification process, thereby supporting TLC's commitment to an on-time delivery of the identified enhancements. A delivery date can be extended by mutual agreement. Such extensions will be documented in writing and signed by representatives of the Library and TLC.

Failure to deliver the enhanced functionality in accordance with the approved specifications and by the specified delivery date will result in a penalty to TLC of \$125.00 per calendar day per enhancement.

Upon receipt of the software from TLC, the Library will have forty-five (45) days to test the software and notify TLC of any problems with the software. TLC will have forty-five (45) days to correct the problem and ship software to the Library. The Library will then have thirty (30) days to test the software. If at the end of thirty (30) days, it can be documented that the software:

1. Causes loss of functionality
2. Results in data corruption
3. Results in performance degradation
4. Fails to perform in accordance with specifications approved by the library
5. Fails to perform as represented by TLC.

TLC will be assessed a penalty of \$300.00 per calendar day until the software is fixed.

### **5.02. Reports functionality**

TLC has developed a reports product which has been named CARL.Decision. This product replaces the previously offered product named Reports Workstation which was purchased and is in use at the Library.

TLC agrees that the Library may continue to use the Reports Workstation without any charge for the duration of this contract.

The Library agrees to provide TLC with a list of reports that are essential to Library management. The Library will exercise its best efforts to respond to requests for information from TLC about desired reports functionality.

TLC agrees that when CARL.Decision (Standard Edition) has entered general release, it will be offered to the Library at no charge.

TLC agrees that when CARL.Decision (Professional Edition) has entered general release, the Library will have 180 days to evaluate the product and determine whether or not it wishes to purchase the product. If the Library purchases CARL.Decision during the 180 evaluation period, the cost will not exceed \$12,500 or 60% of the list price, whichever is less. The Library will pay no maintenance for years 1 and 2, and will pay \$375 monthly for years 3 – 5 or the maintenance fee charged to other customers, whichever is less.

The Library acknowledges that if it decides to purchase CARL.Decision after the 180 evaluation period, it will be necessary to negotiate the initial cost of the product and on-going maintenance costs.

Nothing in this section obligates the Library to purchase CARL.Decision (Professional Edition)

### **5.03. Documentation**

TLC agrees to provide System Administration documentation to the Library by April 30, 2004. TLC agrees to provide this documentation in print (2 copies) and electronic form. TLC agrees failure to deliver the documentation to the library by the specified date will result in a penalty to TLC of \$200.00 per calendar day.

TLC agrees to provide Dynamic Parameter Maintenance documentation for INST, INSP, INSM and INSL by April 30, 2004. TLC agrees to provide this documentation in print (2 copies) and electronic form. TLC agrees failure to deliver the documentation to the library by the specified date will result in a penalty to TLC of \$200.00 per calendar day.

For the purpose of this section, documentation is defined as a comprehensive, up to date and accurate document which explains the function or the module and includes "how to" steps, definitions, diagrams, screen shots etc. that will enable the user to perform the operation or troubleshoot an existing problem.

TLC agrees that revisions to documentation will be made and distributed to the Library whenever there have been changes to the system (hardware or software) which affect the accuracy or comprehensiveness of the previously released documentation

### **5.04. Priority Setting Process**

TLC and the Library agree to participate in an on-going, regularly scheduled priority setting process. At least once per quarter, representatives of the LAPL management team and the TLC VP – Research and Development, and other TLC management staff as appropriate, will hold a conference call to review issues, discuss matters of mutual concern and establish priorities.

At least once per year, representatives of the LAPL management team and the TLC VP – Research and Development will meet at the Library to review issues, discuss matters of mutual concern and establish priorities.

## **6.0 GENERAL PROVISIONS**

### **6.01. Term**

This Agreement shall commence on the date of execution by the Board of Library Commissioners and shall continue for a period of three (3) years, with seven (7) one-year renewal options, which may be exercised by the Library at its sole discretion. Each succeeding option shall be deemed exercised unless written notice to the contrary is given by the Library at least (30) thirty calendar days prior to the expiration of the proceeding term. The Library may, at its sole discretion, continue to receive maintenance services from TLC, on a month to month basis, after the seventh one-year renewal option is exercised.

### **6.02. Assurances**

TLC warrants that the HP Non-Stop (Tandem) Platform will be supported for the duration of contract.

TLC warrants that product development for CARL•Solution™ operating on the HP Non-Stop (Tandem) Platform will continue for the duration of contract. The business logic (functionality) layer of CARL•Solution™ is a unified set of components that runs on a selection of platforms: Tandem OSS, UNIX, NT and Linux. Changes to this layer carry to any platform.

### **6.03. Amendments, Modifications, etc.**

This Agreement shall not be amended, modified, rescinded, canceled or waived in whole or in part, except by written instrument signed by the parties hereto and no waiver of any of the provisions of this Agreement shall constitute a waiver of any of the other provisions hereof (whether or not similar) nor shall such waiver constitute a continuing waiver unless expressly so provided therein.

### **6.04. Subcontractors**

TLC hereby accepts full responsibility for the obligations outlined by this Agreement. The Library agrees that TLC may subcontract some or all of the performance of its duties provided for herein, provided that the Library approves of the subcontractor, which approval shall not be unreasonably withheld. The Library hereby approves of HP, Unique Management and 3M, as TLC subcontractors. Upon mutual agreement between the Library and TLC, additional subcontractors can be authorized during the period covered by this agreement. Nothing in this

paragraph shall be interpreted as authorizing the assignment of the Maintenance Agreement by TLC.

**6.05. Key Personnel**

TLC will assign a principal contact to the Library for the duration of this Agreement. TLC will not change this principal contact without notification to the Library. If the Library is unsatisfied with the performance of the principal contact, the Library will request that TLC appoint a substitute who has comparable or better qualifications than those of the person being replaced, which request will not be unreasonably denied.

**6.06. Performance Levels**

During the term of this Agreement, TLC will negotiate and guarantee new system performance levels with each CPU upgrade the Library purchases from TLC, including additional RAM, disk, and upgrades to the Operating System, provided that all such purchases are recommended and endorsed by TLC.

<b>Transaction</b>	<b>Average Load</b>	<b>Peak Load</b>
Check-Out	less than 2.0 seconds	2.0 seconds
Check-In	less than 2.0 seconds	2.0 seconds
New Titles Added (Full ScreenTransmission)	5.0 seconds	18.0 seconds
New Items Added	3.0 seconds	5.0 seconds
New Borrowers Added	3.0 seconds	5.0 seconds
Holds Entered	less than 3.0 seconds	3.0 seconds
Fine Processing	3.0 seconds	5.0 seconds
Borrower Record Queries	3.0 seconds	5.0 seconds
Renewals	less than 2.0 seconds	3.0 seconds
Catalog Searches Single Term	2.0 seconds	5.0 seconds
Catalog Searches Boolean	5.0 seconds	8.0 seconds
Response Time Between Types of Functions	2.0 seconds	3.0 seconds
<b>ACQUISITIONS</b>		
Orders	1.5 seconds	3.0 seconds
Receive	2.0 seconds	4.0 seconds
Invoice Approval	3.0 seconds	5.0 seconds
Order EDIT	2.0 seconds	4.0 seconds
Profile Creation	3.0 seconds	5.0 seconds
Profile Edit	3.0 seconds	5.0 seconds

## SERIALS

Single Issue Check-in	1.0 second	2.0 seconds
Multiple Issue Check-in	3.0 seconds	5.0 seconds
Single Payment	1.0 second	2.0 seconds
Multiple Payments	3.0 seconds	5.0 seconds
Create Single Subscription	1.0 second	2.0 seconds
Clone Subscription	1.0 second	2.0 seconds
Edit Single Subscription	1.0 second	2.0 seconds
Edit Multiple Subscriptions	3.0 seconds	5.0 seconds
Create Grid	1.0 second	2.0 seconds
Clone Grids	3.0 seconds	5.0 seconds

## MAINTENANCE

Fund Edit	1.5 seconds	3.0 seconds
Fund Create	1.5 seconds	3.0 seconds
Vendor Edit	1.5 seconds	3.0 seconds
Vendor Create	1.5 seconds	3.0 seconds

Each warranty of performance guaranteed by TLC is herein incorporated into this Agreement by this reference.

### **6.07. Third Party Products**

The Library is authorized to attach to the system equipment supplied by a vendor other than TLC including, but not limited to, peripheral equipment, other computers and communication equipment, provided said equipment will not adversely affect the operation and performance of the system. The Library will notify TLC in writing when such equipment is attached to the system. If, during any test of the system, it is determined that equipment other than that supplied by TLC is adversely affecting the performance of the test, that equipment will be removed from the system before the test is continued. If necessary, adjustments will be made in the requirements for successful completion of the test to reflect the reduced equipment available for the test. TLC will not be responsible for the costs to repair any damage caused by equipment supplied by a vendor other than TLC.

Prior to the installation of a third party product, TLC requests the opportunity to pre-qualify third-party products or foreign components to determine compatibility with CARL.Solution and the main host system. LAPL acknowledges that a pre-qualification process often prevents performance or support issues, and could provide TLC the opportunity to consult on alternative solutions or solutions already in use by other CARL.Solution customers.

## **6.08. System Modifications**

TLC may provide free of charge to the Library from time to time modifications of the construction and/or the design of the equipment and/or licensed software. Should TLC change the software capabilities, it is the option of the Library to accept or reject the installation and use of the software changes.

Upon receipt of the software from TLC, the Library will have forty-five (45) days to test the software and notify TLC of any problems with the software. TLC will have forty-five (45) days to correct the problem and ship software to the Library. The Library will then have thirty (30) days to test the software. If at the end of thirty (30) days, it can be documented that the software:

1. Causes loss of functionality
2. Results in data corruption
3. Results in performance degradation
4. Fails to perform in accordance with specifications approved by the library
5. Fails to perform as represented by TLC

TLC will be assessed a penalty of \$300.00 per calendar day until the software is fixed.

Should the Library choose to accept the software, TLC will provide such software modifications at no charge as part of this Agreement. If necessary, the Library will allow TLC personnel reasonable access to the system for the purpose of installing such modifications. In the event that TLC provides such modifications to the Library, TLC will supply supporting documentation which shall be sufficient for the use and operation of the system by the Library.

Should the Library elect to install and use the added software functions or capabilities, the Library will be responsible for the costs associated with the purchase, installation and maintenance of the computer equipment necessary to operate same.

If the software does not cause one of the above conditions but does not work in a manner which the Library deems to be satisfactory, TLC agrees to enter into a negotiation and specification process with the Library to cause the software to become satisfactory. Note: there may be a cost associated with software customization that is commissioned as a result of this specification process.

## **6.09. Library Requested Enhancements**

The Library may, at any time, request that TLC develop enhancements or new products. If such a request is made, the Library and TLC will follow the Specification Process described in Appendix F. The Library acknowledges that there may be a charge associated with the development of enhancements or new products. Nothing in this section obligates the Library to request the development

of enhancements or new products, and nothing in this section obligates TLC to develop the requested enhancements or new products.

Should the Library request enhancements or new products and TLC agree to provide them, the new functionality will be subject to the same testing provisions and potential penalties as other software deliverables.

Upon receipt of the software from TLC, the Library will have forty-five (45) days to test the software and notify TLC of any problems with the software. TLC will have forty-five (45) days to correct the problem and ship software to the Library. The Library will then have thirty (30) days to test the software. If at the end of thirty (30) days, it can be documented that the software:

1. Causes loss of functionality
2. Results in data corruption
3. Results in performance degradation
4. Fails to perform in accordance with specifications approved by the library
5. Fails to perform as represented by TLC

TLC will be assessed a penalty of \$300.00 per calendar day until the software is fixed

#### **6.10. Developmental Initiatives**

LAPL and TLC may enter into future partnerships to co-develop products. When specifications for each product are developed, the level of participation by LAPL staff and TLC will be determined, as will the type and form of the compensation for each of the parties. Pricing will be added into the Products and Services Price List as appropriate.

#### **6.11. Charges and Payments**

A. Maintenance charges are detailed in the Products and Services Price List (Appendix D). TLC will bill the Library monthly for hardware and software maintenance.

B. TLC will invoice the Library in a timely manner for maintenance charges. Should TLC neglect to properly invoice the Library for an increase in maintenance charges, LAPL will not be responsible for retroactive charges caused by the failure of TLC to submit accurate invoices reflecting increases in maintenance charges.

C. TLC may reduce any charges provided for in this Agreement at any time. TLC may increase or add items to the Products and Service Price List as described below:

1. Products Developed by TLC: The percent of increase for all products developed by TLC staff, and services provided by TLC staff will not exceed

the CPI for the previous 12 months. This includes maintenance on TLC developed and supported software. The charges shown in the Products and Services Price List for products the library has purchased will not be increased more than once in a twelve (12) month period. TLC will provide sixty (60) calendar days prior written notice to the Library. TLC may add new products to the Products and Services Price List at any time.

2. Products and services developed or offered by Hewlett Packard: TLC may revise the Products and Services Price List to reflect any increase in charge to TLC by Hewlett Packard. TLC will give at least 90 days notice of any such increase to the Library. TLC will use reasonable endeavors to ensure such increases are reasonable and in line with HP's standard charging algorithms for all products. TLC will not charge any customer less than it charges the library for similar equipment and software. TLC will provide written verification that any proposed increase has been made in accordance with this provision.

3. Products and services developed by 3rd party vendors other than HP: TLC may revise the Products and Services Price List to reflect changes in maintenance charges from 3rd party vendors other than HP. TLC will be entitled to increase these charges annually on the anniversary date of the contract with 60 days notice to the Library, provided that any such increase expressed as a percentage does not exceed 7.5%. TLC will charge the Library actual subcontractor maintenance fees and will not charge any customer less than it charges the Library for the maintenance of similar equipment and software. TLC will provide written verification that any proposed increase has been made in accordance with this provision

D. There will be no additional maintenance charges for:

1. Travel expenses or per diem expenses associate with preventative maintenance or unscheduled emergency service.

2. Time spent by maintenance personnel after arrival at the site awaiting the arrival of additional maintenance personnel and/or delivery of parts, tools, or other required material after a service call has commenced.

3. Unscheduled emergency service required when the scheduled preventative maintenance preceding the malfunction has not been performed.

E. The Library may contract with TLC for software or hardware installation associated with HP operating system upgrades. The fees charged for such services will be those listed in the Products and Services Price List. Nothing in this section obligates the Library to contract with TLC for such services.

F. The Library may exercise the escrow account option, listed in the Products and Services Price List, (Appendix D) as a method of payment for training, participation in Users Group or Director meetings, software development, the purchase of products or services etc.

#### **6.12. Option to Contract for Personnel Services**

LAPL may enter into a contract with TLC for the provision of personnel services to support or enhance its use of the system. When the scope of work and the time period for such services are developed, the cost and method of payment will be based on the fees listed in the Products and Services Price List. Nothing in this section obligates either party to request or provide such personnel services.

#### **6.13. Events of Default**

Any of the following occurrences shall be considered as acts of default:

A. The failure of TLC to keep, perform and observe all promises, covenants and conditions set forth in this Agreement, where such failure continues for more than thirty (30) calendar days after written notice from the Library for correction thereof. Said time limit may be waived in the manner and to the extent allowed by the Library.

B. The filing of a voluntary petition in bankruptcy by TLC; the adjudication of TLC as a bankrupt; the appointment of a receiver of TLC's assets; the making of a general assignment for the benefit of creditors; the filing of petition or answer seeking an arrangement for the reorganization of TLC under any Federal Reorganization Act, including petitions or answers under Chapter VII or XI of the Bankruptcy Act; the occurrence of any event which operates to deprive TLC permanently of the right, powers and privileges necessary for proper conduct and operation of the Agreement; the levy of any attachment or execution which substantially interferes with TLC's operation under this Agreement and which attachment or execution is not vacated, dismissed, stayed, or set aside within a period of sixty (60) calendar days.

C. The commencement of any proceeding in receivership, liquidation or insolvency against TLC or its property which is not dismissed within thirty (30) days; the making by TLC of any assignment for the benefit of its creditors or TLC becoming insolvent, ceasing to do business as a going concern, or seeking any arrangement or compromise with its creditors under any statute or otherwise.

#### **6.14. Transfers, Joint Ventures, and Use of Subcontractors**

A. Neither party shall, without written consent, assign, hypothecate, or mortgage this Agreement or sublease or license any portion of the work. Any attempted assignment, hypothecation or mortgage without consent of both parties shall be

invalid, null, and void and shall constitute a material breach of this Agreement by the party attempting said unconsented assignment, hypothecation or mortgage of this Agreement or sublease or licensing of any portion of the work. Each and all conditions herein contained to be performed by both parties shall be binding on any consented-to transferee thereof.

#### **6.15. Termination of this Agreement**

This Agreement may be terminated by any of the following:

A. Library's written notification, where after thirty (30) calendar days written notice of a failure to perform under this Agreement, TLC has failed to correct the condition and is in default under the terms of this Agreement; or

B. TLC'S written notification, where after thirty (30) calendar days written notice of failure to perform under this Agreement, the Library has failed to correct the condition and is in default under the terms of this Agreement; or

C. Library's cancellation of this Agreement, with one-hundred and twenty (120) calendar days prior written notice to TLC.

#### **6.16. Waiver of Subrogation Clause**

TLC, as a material part of the consideration to be rendered to the Library, hereby waives all claims against the Library for damages to TLC, its employees, or its subcontractors' personal property in, upon or about the Library premises, and TLC will hold the Library exempt and harmless from any damage and injury to TLC, its employees, or its subcontractors or to the personal property of TLC, its employees, or its subcontractors, arising from the use of the premises by TLC, its employees, or its subcontractors, unless such damage is caused exclusively by the gross negligence of the Library or its employees.

#### **6.17. Disclosure of Information**

Neither party shall divulge or disclose to any third parties any information concerning the affairs of the other party which come to the knowledge of such party as a result or in the performance of this Agreement, unless such information becomes publicly available through no fault of TLC or the Library.

#### **6.18. Standard Provisions for City Personal Services Contract**

TLC acknowledges and agrees to comply with all of the requirements set for in the Standard Provisions for City Contracts, herein attached as Attachment A.

### **6.19. Contractor Responsibility Ordinance**

TLC will comply with the provisions of the new Contractor Responsibility Ordinance as incorporated in the Los Angeles Administrative Code Section 10.40 of Article 14, Chapter 1 of Division 10. See Attachment A, Standard Provisions for City Contracts.

### **6.20. Equal Benefits Ordinance**

TLC will comply with the Equal Benefits Ordinance as incorporated in the Los Angeles Administrative Code Section 10.8.2.1 of Article 1, Chapter 1 of Division 10. See Attachment A, Standard Provisions for City Contracts.

### **6.21. Living Wage Ordinance**

TLC will comply with the Living Wage Ordinance as incorporated in the Los Angeles Administrative Code Section 10.37 of Article 2, Chapter 1 of Division 10. See Attachment A, Standard Provisions for City Contracts.

### **6.22. Slavery Disclosure Ordinance**

Unless otherwise exempt in accordance with the provisions of this Ordinance, this contract is subject to the applicable provisions of the Slavery disclosure Ordinance, Section 10.41 of the Los Angeles Administrative Code, as may be amended from time to time. Unless a specific exception applies, the Ordinance requires CONTRACTOR/CONSULTANT to complete an affidavit certifying that CONTRACTOR/CONSULTANT has searched any and all records of its company regarding records of participation or investments in, or profits derived from Slavery, including Slaveholder Insurance Policies issued during the Slavery Era and to disclose such records and identify the names of any enslaved persons or slaveholders described in the records.

Failure to fully and accurately complete the affidavit may result in termination of the contract.

IN WITNESS WHEREOF, the parties have hereto caused this instrument to be duly executed:

THE CITY OF LOS ANGELES,  
A MUNICIPAL CORPORATION,  
Acting by and through the BOARD  
OF LIBRARY COMMISSIONERS

The Library Corporation,  
CARL Corporation, Inc.  
Research Park  
Inwood, WV 25428

By: Robert A. Chubb

By: Anneth H. Murphy

Title: President

Title: CEO/President

Date: 8/20/04

Date: August 19, 2004

By: Calvin L. Huntington

Title: Secretary/Controller

Date: 8/19/04

ATTEST:

By: Gladys L. Senac  
GLADYS L. SENAC  
Executive Assistant  
Board of Library Commissioners

Date: 8/25/04

APPROVED AS TO FORM AND LEGALITY:  
ROCKARD J. DELGADILLO  
City Attorney

By: [Signature]  
Assistant City Attorney

Date: 8/25/04