

0150-12061-0001

TRANSMITTAL

TO
Council

DATE
11/09/2022

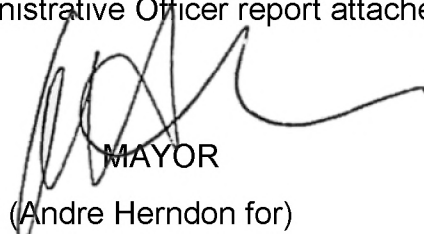
COUNCIL FILE NO.

FROM
The Mayor

COUNCIL DISTRICT
All

**Proposed First Amendment to Supplemental Agreement
No. 2 to Contract 728 (C-133081) With The Library Corporation
For Support and Maintenance of the Library's Integrated Automation System**

Transmitted for your consideration. See the
City Administrative Officer report attached.


MAYOR
(Andre Herndon for)

MWS:AJ:08230009c

Report From
OFFICE OF THE CITY ADMINISTRATIVE OFFICER
Analysis of Proposed Contract
(\$25,000 or Greater and Longer than Three Months)

To: Mayor	Date: 11-07-22	C.D. No. All	CAO File No.: 0150-12061-0001
Contracting Department/Bureau: Library Department		Contact: Heather Smith	
Reference: Board of Library Commissioners Resolution No. 2022-25 (C-19)			
Purpose of Contract: To update the product and services price list and to approve the update retroactive to January 1, 2022.			
Type of Contract: () New contract (x) Amendment, Contract No. C-133081		Contract Term Dates: April 17, 2022 – April 16, 2023	
Contract/Amendment Amount: \$614,877 Proposed amount \$ 614,877.34 + Prior award(s) \$3,000,000 = Total \$3,614,877.34			
Source of funds: Library Fund, Fund 300			
Name of Contractor: The Library Corporation			
Address: 1 Research Park, Inwood, WV 25428			
	Yes	No	N/A
1. Council has approved the purpose	x		
2. Appropriated funds are available	x		
3. Charter Section 1022 findings completed			x
4. Proposals have been requested			x
5. Risk Management review completed	x		
6. Standard Provisions for City Contracts included	x		
7. Workforce that resides in the City: 0%			
Contractor has complied with:		Yes	No
8. Business Inclusion Program			x
9. Equal Benefits & First Source Hiring Ordinances		x	
10. Contractor Responsibility Ordinance		x	
11. Disclosure Ordinances		x	
12. Bidder Certification CEC Form 50		x	
13. Prohibited Contributors (Bidders) CEC Form 55		x	
14. California Iran Contracting Act of 2010		x	


RECOMMENDATION

That the Council, subject to approval of the Mayor:

- 1) Authorize the President of the Board of Library Commissioners, or designee, to execute the proposed First Amendment to Supplemental Agreement No. 2 to Contract 728 (C-133081) between the City and The Library Corporation (TLC), to update the product and services price list and to approve the changes retroactive to January 1, 2022, subject to review and approval of the City Attorney as to form; and
- 2) Request that the Board of Library Commissioners, or designee, attach the Standard Provisions for City Contracts (Rev. 9/22)[v.1] to the proposed contract amendment before execution.

SUMMARY

The Library Department (Library) requests approval to execute the proposed First Amendment to Supplemental Agreement No. 2 to Contract 728 (C-133081) between the City and The Library Corporation (TLC) for the purpose of updating the product and services price list and to approve the

Anne Johnson		
AJ	Analyst	08230009c
		City Administrative Officer

changes retroactive to January 1, 2022. There are no changes to the contract terms or amount. A copy of the proposed contract amendment is included in the Department's transmittal attached to this report.

The Library's Integrated Automated Library System (IALS) is the main library system application that provides 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 email, provisions of e-commerce, and collection services. On December 2, 1998, the Board of Library Commissioners (Board) and CARL Corporation entered into an agreement for the continuation of service and maintenance of the Library's 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.

On August 25, 2004, the Board and The Library Corporation (TLC) entered into Contract No. 728 (C-133081) (Council File 04-0841) for TLC to continue to provide hardware and software licensing, maintenance, and enhancements to the Library's IALS for a period of three (3) years with seven (7) one-year renewal options.

On September 26, 2013, the Board approved the First Amendment to Contract No. 728 (C-133081) (Library Resolution No. 2013-44 [C-361]) to include four (4) one-year renewal options to allow TLC to continue to provide services. The First Amendment to Contract No. 728 (C-133081) was executed on August 14, 2014, and expired on August 24, 2018.

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, resulting in a cumulative cost of \$3,000,000. Supplement Agreement No. 1 was executed on April 18, 2019 and expired on April 17, 2022.

On March 10, 2022, the Board approved Supplemental Agreement No. 2 to Contract No. 728 (C-133081) (Library Resolution No. 2022-12 [C-71]) with TLC to continue uninterrupted service to the Library's IALS for an additional one (1) year with five (5) one-year options to renew at the discretion of the City Librarian; replaced Standard Provisions for City Contracts (Rev 03/09) with Standard Provisions for City Contracts (Rev 10/21 [V.41]); included a Ratification Clause to ensure uninterrupted service; updated the list of approved subcontractors; and, updated the product and services price list. Further, 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, 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. The Board determined that TLC is a sole source provider for the Library's IALS.

Upon execution of Supplemental Agreement No. 2 to Contract No. 728 (C-133081) (Library Resolution No. 2022-12 [C-7]), it was discovered that the product and services prices list was not accurately updated. On July 28, 2022, the Board approved the First Amendment to Supplemental Agreement No. 2 to Contract No. 728 (C-133081) (Library Resolution No. 2022-25 [C-19]) to update the product and services price list retroactive to January 1, 2022. The updated product and services price list is included

in Exhibit C-2 of the proposed contract. The only changes to this price list are the rates for Oasis - TECH. The contract terms remain from April 17, 2022 to April 16, 2023, with five one-year options to renew. The total anticipated cost for the first year is \$614,877.34, which includes existing maintenance items, The Library Corporation cloud services, and outside maintenance items, as detailed in the Department's proposed contract in Exhibit C-1.

To the best of our knowledge, the Contractor has complied with most City contracting requirements and policies. This Office recommends that, prior to execution of the proposed contract, that the Library attach the most recent Standard Provisions for City Contracts (Rev.9/22)[v.1] to the proposed contract, and inform the Contractor of its Executive Directive 35 requirements and compliance. The proposed Amendment is subject to review by the City Attorney as to form.

FISCAL IMPACT STATEMENT

Funding in the amount of \$1,507,500 for the services in the proposed Agreement is provided in the Library Department's Contractual Services Account (3040) as part of the 2022-23 Adopted Budget. There is no additional impact on the General Fund.

FINANCIAL POLICIES STATEMENT

The recommendation in this report complies with the City's Financial Policies in that the proposed Amendment expenditures will be limited to the use of approved budgeted funds.

MWS:AJ:08230009c

Attachment

**BOARD OF LIBRARY
COMMISSIONERS**

BÍCH NGOC CAO
PRESIDENT

KATHRYN EIDMANN
VICE-PRESIDENT

ARIANNE EDMONDS
DALE FRANZEN
JOSEFA SALINAS

RAQUEL BORDEN
BOARD EXECUTIVE ASSISTANT

CITY OF LOS ANGELES
CALIFORNIA



ERIC GARCETTI
MAYOR

**LOS ANGELES
PUBLIC LIBRARY**
ADMINISTRATIVE OFFICES

RICHARD J. RIORDAN
CENTRAL LIBRARY

630 WEST FIFTH STREET
LOS ANGELES, CA 90071

(213) 228-7515 Phone
(213) 228-7096 TDD
(877) 488-4327 TDD
(TOLL FREE NO.)

JOHN F. SZABO
CITY LIBRARIAN

August 1, 2022

(Council File 19-0268)

Honorable Eric Garcetti
Mayor, City of Los Angeles
Attn: Thomas Arechiga
Legislative Coordinator
Room 303, City Hall

Dear Mayor Garcetti:

**FIRST AMENDMENT TO SUPPLEMENTAL AGREEMENT NO. 2 TO CONTRACT 728
(C-133081) WITH THE LIBRARY CORPORATION FOR MAINTENANCE OF THE
LOS ANGELES PUBLIC LIBRARY'S INTEGRATED AUTOMATED LIBRARY SYSTEM**

Transmitted herewith for your approval is the First Amendment to Supplemental Agreement No. 2 to Contract 728 (C-133081) between the City and The Library Corporation (TLC) for purpose of updating the product and services price list and to approve the update effective retroactively January 1, 2022.

Supplemental Agreement No. 2 to Contract 728 (C-133081) was approved by City Council on May 25, 2022; thereafter, it was discovered that the products and price list had not been accurately updated. This amendment is necessary to ensure uninterrupted service to Library operations that provide the public access to their Library account and to numerous services and resources.

For questions or notification upon decision of this request, please contact the Board Office at rborden@lapl.org.

Sincerely,

Raquel M. Borden
Board Executive Assistant

Encl: Library Resolution No. 2022-25 (C-19)
Board Report dated July 28, 2022
Amendment to Supplemental Agreement No. 2

cc: Andy Chen, Sr. Administrative Analyst, CAO's Office
Madeleine M. Rackley, Business Manager

**BOARD OF LIBRARY
COMMISSIONERS**

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PRESIDENT

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VICE-PRESIDENT

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JOSEFA SALINAS

RAQUEL M. BORDEN
BOARD EXECUTIVE ASSISTANT

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JOHN F. SZABO
CITY LIBRARIAN

July 28, 2022

LIBRARY RESOLUTION NO. 2022-25 (C-19)

WHEREAS, The Library's Integrated Automated Library System (IALS) 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 December 2, 1998, the Board and CARL Corporation entered into an agreement for the continuation of service and maintenance of the Library's 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; and

WHEREAS, On August 25, 2004, the Board of Library Commissioners (Board) and The Library Corporation (TLC) entered into Contract No. 728 (C-133081) (Council File 04-0841) for TLC to continue to provide hardware and software licensing, maintenance, and enhancements to the Library's IALS for a period of three (3) years with seven (7) one-year renewal options; 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 TLC 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 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; and

WHEREAS, On March 10, 2022, the Board approved Supplemental Agreement No. 2 to Contract No. 728 (C-133081) (Library Resolution No. 2022-12 [C-7]) to TLC to continue uninterrupted service to the Library's IALS for an additional one (1) year with five (5) one-year options to renew at the discretion of the City Librarian; replaced Standard Provisions for City Contracts (Rev 03/09) with Standard Provisions for City Contracts (Rev 10/21 [V.4]); included a Ratification Clause to ensure uninterrupted service; updated the list of approved subcontractors; and, updated the product and services price list; and 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, 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; and

WHEREAS, Upon execution of Supplemental Agreement No. 2 to Contract No. 728 (C-133081) (Library Resolution No. 2022-12 [C-7]), it was discovered that the product and services prices list was not accurately updated; and

WHEREAS, On July 28, 2022, Library staff recommended that the Board approve the First Amendment to Supplemental Agreement No. 2 to Contract No. 728 (C-133081) to update the product and services price list and to make such update effective to January 1, 2022; and

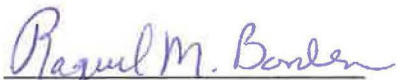
WHEREAS, Funds are available in the Library's Contractual Services Account 3040 to compensate TLC for services provided in accordance with the First Amendment to Supplemental Agreement No. 2 to Contract No. 728 (C-133081).

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

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

This is a true copy:



Raquel M. Borden
Board Executive Assistant

Adopted by the following votes:

AYES: Cao/Edmonds/Eidmann/Franzen/Salinas
NOES: None
ABSENT: None

**LOS ANGELES PUBLIC LIBRARY
BOARD REPORT**

July 28, 2022

TO: Board of Library Commissioners

FROM: John F. Szabo, City Librarian

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

A. RECOMMENDATIONS:

That the Board of Library Commissioners (Board):

1. Approve the First Amendment to Supplemental Agreement No. 2 to Contract No. 728 (C-133081) with The Library Corporation (TLC), substantially in the form on file, to revise the product and services price list for the maintenance of the Library's Integrated Automated Library System (IALS).
2. Authorize the City Librarian and City Attorney to make any technical changes, if needed, to the First Amendment to Supplemental Agreement No. 2 to Contract No. 728 (C-133081).
3. Authorize the Board President to execute the First Amendment to Supplemental Agreement No. 2 to Contract No. 728 (C-133081) upon the approval of the Mayor and City Council.
4. Adopt the attached Resolution regarding the First Amendment to Supplemental Agreement No. 2 to Contract No. 728 (C-133081) between the Library and The Library Corporation.

B. FINDINGS:

1. The Library's Integrated Automated Library System (IALS) 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.
2. On December 2, 1998, the Board and CARL Corporation entered into an agreement for the continuation of service and maintenance of the Library's 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.

3. 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.
4. 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 (C-133081) was executed on August 14, 2014 and expired on August 24, 2018.
5. 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.
6. On March 10, 2022, the Board approved Supplemental Agreement No. 2 to Contract No. 728 (C-133081) (Library Resolution No. 2022-12 [C-7]) to allow TLC to continue uninterrupted service to the Library's IALS for 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 approved list of subcontractors; and, update the product and services price list; and 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, 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.
7. Upon the execution of Supplemental Agreement No. 2 to Contract No. 728 (C-133081) it was discovered that the products and services price list was not accurately updated.
8. Library staff recommends approval of the First Amendment to Supplemental Agreement No. 2 to Contract No. 728 (C-133081) to update the product and services price list and to make such update effective retroactively January 1, 2022.

9. Funds are available in the Library's Contractual Services Account 3040 to compensate TLC for services provided under the First Amendment to Supplemental Agreement No. 2 to Contract No. 728 (C-133081).
10. The First Amendment to Supplemental Agreement No. 2 to Contract No. 728 (C-133081) has been reviewed by the City Attorney and is ready to be transmitted for processing.

Attachments

Project Managers: Jené Brown, Director of Emerging Technologies and Collections
Alex Mui, Director of Systems

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

Reviewed by: Madeleine M. Rackley, Library Business Manager
Susan Broman, Assistant City Librarian

RESOLUTION

LIBRARY RESOLUTION NO. 2022-XX (C-XX)

WHEREAS, The Library's Integrated Automated Library System (IALS) 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 Email, provisions of E-commerce, and collection services; and

WHEREAS, On December 2, 1998, the Board and CARL Corporation entered into an agreement for the continuation of service and maintenance of the Library's 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; and

WHEREAS, On August 25, 2004, the Board of Library Commissioners (Board) and The Library Corporation (TLC) entered into Contract No. 728 (C-133081) (Council File 04-0841) for TLC to continue to provide hardware and software licensing, maintenance, and enhancements to the Library's IALS for a period of three (3) years with seven (7) one-year renewal options; 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 TLC 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 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; and

WHEREAS, On March 10, 2022, the Board approved Supplemental Agreement No. 2 to Contract No. 728 (C-133081) (Library Resolution No. 2022-12 [C-7]) to TLC to continue uninterrupted service to the Library's IALS for an additional one (1) year with five (5) one-year options to renew at the discretion of the City Librarian; replaced Standard Provisions for City Contracts (Rev 03/09) with Standard Provisions for City Contracts (Rev 10/21 [V.4]); included a Ratification Clause to ensure uninterrupted service; updated the list of approved subcontractors; and, updated the product and services price list; and 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, 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; and

WHEREAS, Upon execution of Supplemental Agreement No. 2 to Contract No. 728 (C-133081) (Library Resolution No. 2022-12 [C-7]), it was discovered that the product and services prices list was not accurately updated; and

WHEREAS, On July 28, 2022, Library staff recommended that the Board approve the First Amendment to Supplemental Agreement No. 2 to Contract No. 728 (C-133081) to update the product and services price list and to make such update effective to January 1, 2022; and

WHEREAS, Funds are available in the Library's Contractual Services Account 3040 to compensate TLC for services provided in accordance with the First Amendment to 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 the First Amendment to 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 the First Amendment to Supplemental Agreement No. 2 to Contract No. 728 (C-133081); and

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

This is a true copy:

Raquel M. Borden
Board Executive Assistant
Adopted by the following votes:

AYES:

NOES:

ABSENT:

NEXT PAGE: AGREEMENT

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

THIS FIRST AMENDMENT TO SUPPLEMENTAL AGREEMENT NO. 2 TO CONTRACT NO. 728 (C-133081), is entered into by and between the City of Los Angeles (hereinafter "City"), a municipal corporation, acting by and through its Board of Library Commissioners (hereinafter "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 (IALS) 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 Email, provisions of E-commerce, and collection services; and

WHEREAS, On March 10, 2022, the Board approved Supplemental Agreement No. 2 to Contract No. 728 (C-133081)(Library Resolution No. 2022-12 [C-7]) to allow TLC to continue uninterrupted service to the Library's IALS for an additional one (1) year with five (5) one (1) year options to renew at the discretion of the City Librarian; replaced Standard Provisions for City Contracts (Rev 03/09) with Standard Provisions for City Contracts (Rev 10/21 [V.4]); included a Ratification Clause to ensure uninterrupted service; updated the list of approved subcontractors; and, updated the product and services price list; and 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, 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; and

WHEREAS, Upon execution of Supplemental Agreement No. 2 to Contract No. 728 (C-133081) (Library Resolution No. 2022-12 [C-7]), it was discovered that the product and services price list was not accurately updated; and

WHEREAS, On July 28, 2022, Library staff recommended that the Board approve the First Amendment to Supplemental Agreement No. 2 to Contract No. 728 (C-133081) to update the product and services price list and to make such update effective to January 1, 2022; and

WHEREAS, Funds are available to compensate Contractor for services provided in accordance with the First Amendment to 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:

A. SECTION 1.0 ("DOCUMENTS")

Revise Section 1.0 in its entirety as follows:

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

- 1.1 This First Amendment to Supplemental Agreement No. 2 to Contract No. 728 (C-133081).
- 1.2 Standard Provisions for City Contracts (Rev. 10/21) [V.4]), which is attached hereto and incorporated herein by reference as Exhibit A.
- 1.3 Confidentiality Agreement, which is attached hereto and incorporated herein by reference as Exhibit B.
- 1.4 The "Products and Services Price List" (Exhibit C-1 and Exhibit C-2 [Revised June 22, 2022]).
- 1.5 Supplemental Agreement No. 2 to Contract No. 728 (C-133081), which is attached hereto and incorporated herein by reference as Exhibit D.
- 1.6 Supplemental Agreement No. 1 to Contract No. 728 (C-133081), which is attached hereto and incorporated herein by reference as Exhibit E.
- 1.7 The First Amendment to Contract No. 728 (C-133081), which is attached hereto and incorporated herein by reference as Exhibit F.
- 1.8 Contract No. 728 (C-133081), which is attached hereto and incorporated herein by reference as Exhibit G.

B. SECTION 2.0 ("ORDER OF PRECEDENCE")

Revise Section 2.0 in its entirety as follows:

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

- 1.1 This First Amendment to Supplemental Agreement No. 2 to Contract No. 728 (C-133081).
- 1.2 Standard Provisions for City Contracts (Rev. 10/21) [V.4]), which is attached hereto and incorporated herein by reference as Exhibit A.

- 1.3 Confidentiality Agreement, which is attached hereto and incorporated herein by reference as Exhibit B.
- 1.4 The "Products and Services Price List" (Exhibit C-1 and Exhibit C-2 [*Revised June 22, 2022*]).
- 1.5 Supplemental Agreement No. 2 to Contract No. 728 (C-133081), which is attached hereto and incorporated herein by reference as Exhibit D.
- 1.6 Supplemental Agreement No. 1 to Contract No. 728 (C-133081), which is attached hereto and incorporated herein by reference as Exhibit E.
- 1.7 The First Amendment to Contract No. 728 (C-133081), which is attached hereto and incorporated herein by reference as Exhibit F.
- 1.8 Contract No. 728 (C-133081), which is attached hereto and incorporated herein by reference as Exhibit G.

C. SECTION 8.0 ("PRODUCTS AND SERVICES PRICE LIST")

Revise Section 8.0 in its entirety as follows:

Replace Section 6.11.E and Section 6.11.F of Contract No. 728 (C-133081) (Exhibit F) and the successor documents in their entirety (Exhibit D and Exhibit E) with Exhibit C-1 and Exhibit C-2 (*Revised June 22, 2022*).

D. SECTION 9.0 ("FULL FORCE AND EFFECT")

Revise Section 9.0 in its entirety as follows:

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

(SIGNATURE PAGE TO FOLLOW)

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

By _____
BÍCH NGỌC 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: _____

EXHIBIT A

Standard Provisions for City Contracts (Rev. 10/21) [v.4]

STANDARD PROVISIONS FOR CITY CONTRACTS

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STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. Construction of Provisions and Titles Herein

All titles, subtitles, or headings in this Contract have been inserted for convenience, and shall not be deemed to affect the meaning or construction of any of the terms or provisions of this Contract. The language of this Contract shall be construed according to its fair meaning and not strictly for or against **CITY** or **CONTRACTOR**. The word "**CONTRACTOR**" includes the party or parties identified in this Contract. The singular shall include the plural and if there is more than one **CONTRACTOR**, unless expressly stated otherwise, their obligations and liabilities shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

PSC-2. Applicable Law, Interpretation and Enforcement

Each party's performance shall comply with all applicable laws of the United States of America, the State of California, and **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. **CONTRACTOR** shall comply with new, amended, or revised laws, regulations, or procedures that apply to the performance of this Contract with no additional compensation paid to **CONTRACTOR**.

In any action arising out of this Contract, **CONTRACTOR** consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in Los Angeles County, California.

If any part, term or provision of this Contract is held void, illegal, unenforceable, or in conflict with any federal, state or local law or regulation, the validity of the remaining parts, terms or provisions of this Contract shall not be affected.

PSC-3. Time of Effectiveness

Unless otherwise provided, this Contract shall take effect when all of the following events have occurred:

- A. This Contract has been signed on behalf of **CONTRACTOR** by the person or persons authorized to bind **CONTRACTOR**;
- B. This Contract has been approved by the City Council or by the board, officer or employee authorized to give such approval;
- C. The Office of the City Attorney has indicated in writing its approval of this Contract as to form; and
- D. This Contract has been signed on behalf of **CITY** by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

PSC-4. Integrated Contract

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter of this Contract, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in the provisions of PSC-5 hereof.

PSC-5. Amendment

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-3.

PSC-6. Excusable Delays

Neither party shall be liable for its delay or failure to perform any obligation under and in accordance with this Contract, if the delay or failure arises out of fires, floods, earthquakes, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by the party or any of the party's Subcontractors), freight embargoes, terrorist acts, insurrections or other civil disturbances, or other similar events to those described above, but in each case the delay or failure to perform must be beyond the control and without any fault or negligence of the party delayed or failing to perform (these events are referred to in this provision as "Force Majeure Events").

Notwithstanding the foregoing, a delay or failure to perform by a Subcontractor of **CONTRACTOR** shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both **CONTRACTOR** and Subcontractor, and without any fault or negligence of either of them. In such case, **CONTRACTOR** shall not be liable for the delay or failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit **CONTRACTOR** to perform timely. As used in this Contract, the term "Subcontractor" means a subcontractor at any tier.

In the event **CONTRACTOR'S** delay or failure to perform arises out of a Force Majeure Event, **CONTRACTOR** agrees to use commercially reasonable best efforts to obtain the goods or services from other sources, and to otherwise mitigate the damages and reduce the delay caused by the Force Majeure Event.

PSC-7. Waiver

A waiver of a default of any part, term or provision of this Contract shall not be construed as a waiver of any succeeding default or as a waiver of the part, term or provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

PSC-8. Suspension

At **CITY'S** sole discretion, **CITY** may suspend any or all services provided under this Contract by providing **CONTRACTOR** with written notice of suspension. Upon receipt of the notice of suspension, **CONTRACTOR** shall immediately cease the services suspended and shall not incur any additional obligations, costs or expenses to **CITY** until **CITY** gives written notice to recommence the services.

PSC-9. Termination

A. Termination for Convenience

CITY may terminate this Contract for **CITY'S** convenience at any time by providing **CONTRACTOR** thirty days written notice. Upon receipt of the notice of termination, **CONTRACTOR** shall immediately take action not to incur any additional obligations, costs or expenses, except as may be necessary to terminate its activities. **CITY** shall pay **CONTRACTOR** its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by **CONTRACTOR** to effect the termination. Thereafter, **CONTRACTOR** shall have no further claims against **CITY** under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights **CITY** is entitled to, shall become **CITY** property upon the date of the termination. **CONTRACTOR** agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

B. Termination for Breach of Contract

1. Except as provided in PSC-6, if **CONTRACTOR** fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, **CITY** may give **CONTRACTOR** written notice of the default. **CITY'S** default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of **CITY**. Additionally, **CITY'S** default notice may offer **CONTRACTOR** an opportunity to provide **CITY** with a plan to cure the default, which shall be submitted to **CITY** within the time period allowed by **CITY**. At **CITY'S** sole discretion, **CITY** may accept or reject **CONTRACTOR'S** plan. If the default cannot be cured or if **CONTRACTOR** fails to cure within the period allowed by **CITY**, then **CITY** may terminate this Contract due to **CONTRACTOR'S** breach of this Contract.
2. If the default under this Contract is due to **CONTRACTOR'S** failure to maintain the insurance required under this Contract, **CONTRACTOR** shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subcontractors of the loss of insurance coverage and Contractor's obligation to suspend performance of

services. **CONTRACTOR** shall not recommence performance until **CONTRACTOR** is fully insured and in compliance with **CITY'S** requirements.

3. If a federal or state proceeding for relief of debtors is undertaken by or against **CONTRACTOR**, or if **CONTRACTOR** makes an assignment for the benefit of creditors, then **CITY** may immediately terminate this Contract.
4. If **CONTRACTOR** engages in any dishonest conduct related to the performance or administration of this Contract or violates **CITY'S** laws, regulations or policies relating to lobbying, then **CITY** may immediately terminate this Contract.
5. Acts of Moral Turpitude
 - a. **CONTRACTOR** shall immediately notify **CITY** if **CONTRACTOR** or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").
 - b. If **CONTRACTOR** or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, **CITY** may immediately terminate this Contract.
 - c. If **CONTRACTOR** or a Key Person is charged with or indicted for an Act of Moral Turpitude, **CITY** may terminate this Contract after providing **CONTRACTOR** an opportunity to present evidence of **CONTRACTOR'S** ability to perform under the terms of this Contract.
 - d. Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.

- e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of **CONTRACTOR**.
- 6. In the event **CITY** terminates this Contract as provided in this section, **CITY** may procure, upon such terms and in the manner as **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to **CITY** for all of its costs and damages, including, but not limited to, any excess costs for such services.
- 7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-9(A) Termination for Convenience.
- 8. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- C. In the event that this Contract is terminated, **CONTRACTOR** shall immediately notify all employees and Subcontractors, and shall notify in writing all other parties contracted with under the terms of this Contract within five working days of the termination.

PSC-10. Independent Contractor

CONTRACTOR is an independent contractor and not an agent or employee of **CITY**. **CONTRACTOR** shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of **CITY**.

PSC-11. Contractor's Personnel

Unless otherwise approved by **CITY**, **CONTRACTOR** shall use its own employees to perform the services described in this Contract. **CITY** has the right to review and approve any personnel who are assigned to work under this Contract. **CONTRACTOR** shall remove personnel from performing work under this Contract if requested to do so by **CITY**.

CONTRACTOR shall not use Subcontractors to assist in performance of this Contract without the prior written approval of **CITY**. If **CITY** permits the use of Subcontractors, **CONTRACTOR** shall remain responsible for performing all aspects of this Contract and paying all Subcontractors. **CITY** has the right to approve **CONTRACTOR'S** Subcontractors, and **CITY** reserves the right to request replacement of any

Subcontractor. **CITY** does not have any obligation to pay **CONTRACTOR'S** Subcontractors, and nothing herein creates any privity of contract between **CITY** and any Subcontractor.

PSC-12. Assignment and Delegation

CONTRACTOR may not, unless it has first obtained the written permission of **CITY**:

- A. Assign or otherwise alienate any of its rights under this Contract, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties under this Contract.

PSC-13. Permits

CONTRACTOR and its directors, officers, partners, agents, employees, and Subcontractors, shall obtain and maintain all licenses, permits, certifications and other documents necessary for **CONTRACTOR'S** performance of this Contract. **CONTRACTOR** shall immediately notify **CITY** of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents that relate to **CONTRACTOR'S** performance of this Contract.

PSC-14. Claims for Labor and Materials

CONTRACTOR shall promptly pay when due all amounts owed for labor and materials furnished in the performance of this Contract so as to prevent any lien or other claim under any provision of law from arising against any **CITY** property (including reports, documents, and other tangible or intangible matter produced by **CONTRACTOR** hereunder), and shall pay all amounts due under the Unemployment Insurance Act or any other applicable law with respect to labor used to perform under this Contract.

PSC-15. Current Los Angeles City Business Tax Registration Certificate Required

For the duration of this Contract, **CONTRACTOR** shall maintain valid Business Tax Registration Certificate(s) as required by **CITY'S** Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code ("LAMC"), and shall not allow the Certificate to lapse or be revoked or suspended.

PSC-16. Retention of Records, Audit and Reports

CONTRACTOR shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form or as otherwise approved by **CITY**. These records shall be retained for a period of no less than three years from the later of the following: (1) final payment made by **CITY**, (2) the expiration of this Contract or (3) termination of this Contract. The records will be subject to examination and audit by authorized **CITY** personnel or **CITY'S** representatives at any time. **CONTRACTOR** shall provide any reports requested by **CITY** regarding

performance of this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

In lieu of retaining the records for the term as prescribed in this provision, **CONTRACTOR** may, upon **CITY'S** written approval, submit the required information to **CITY** in an electronic format, e.g. USB flash drive, at the expiration or termination of this Contract.

PSC-17. Bonds

All bonds required by **CITY** shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Los Angeles Administrative Code ("LAAC") Sections 11.47 *et seq.*, as amended from time to time.

PSC-18. Indemnification

Except for the active negligence or willful misconduct of **CITY**, or any of its boards, officers, agents, employees, assigns and successors in interest, **CONTRACTOR** shall defend, indemnify and hold harmless **CITY** and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including **CONTRACTOR'S** employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by **CONTRACTOR**, Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

PSC-19. Intellectual Property Indemnification

CONTRACTOR, at its own expense, shall defend, indemnify, and hold harmless the **CITY**, and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity, and proprietary information: (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by **CONTRACTOR**, or its Subcontractors, in performing the work under this Contract; or (2) as a result of **CITY'S** actual or intended use of any Work Product (as defined in PSC-21) furnished by **CONTRACTOR**, or its Subcontractors, under this Contract. The rights and remedies of **CITY** provided in this section shall not be exclusive

and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

PSC-20. Intellectual Property Warranty

CONTRACTOR represents and warrants that its performance of all obligations under this Contract does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information.

PSC-21. Ownership and License

Unless otherwise provided for herein, all finished and unfinished works, tangible or not, created under this Contract including, without limitation, documents, materials, data, reports, manuals, specifications, artwork, drawings, sketches, blueprints, studies, memoranda, computation sheets, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas, matters and combinations thereof, and all forms of intellectual property originated and prepared by **CONTRACTOR** or its Subcontractors under this Contract (each a "Work Product"; collectively "Work Products") shall be and remain the exclusive property of **CITY** for its use in any manner **CITY** deems appropriate. **CONTRACTOR** hereby assigns to **CITY** all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared under this Contract. **CONTRACTOR** further agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

CONTRACTOR agrees that a monetary remedy for breach of this Contract may be inadequate, impracticable, or difficult to prove and that a breach may cause **CITY** irreparable harm. **CITY** may therefore enforce this requirement by seeking injunctive relief and specific performance, without any necessity of showing actual damage or irreparable harm. Seeking injunctive relief or specific performance does not preclude **CITY** from seeking or obtaining any other relief to which **CITY** may be entitled.

For all Work Products delivered to **CITY** that are not originated or prepared by **CONTRACTOR** or its Subcontractors under this Contract, **CONTRACTOR** shall secure a grant, at no cost to **CITY**, for a non-exclusive perpetual license to use such Work Products for any **CITY** purposes.

CONTRACTOR shall not provide or disclose any Work Product to any third party without prior written consent of **CITY**.

Any subcontract entered into by **CONTRACTOR** relating to this Contract shall include this provision to contractually bind its Subcontractors performing work under this Contract such that **CITY'S** ownership and license rights of all Work Products are preserved and protected as intended herein.

PSC-22. Data Protection

- A. **CONTRACTOR** shall protect, using the most secure means and technology that is commercially available, **CITY**-provided data or consumer-provided data acquired in the course and scope of this Contract, including but not limited to customer lists and customer credit card or consumer data, (collectively, the "City Data"). **CONTRACTOR** shall notify **CITY** in writing as soon as reasonably feasible, and in any event within twenty-four hours, of **CONTRACTOR'S** discovery or reasonable belief of any unauthorized access of City Data (a "Data Breach"), or of any incident affecting, or potentially affecting City Data related to cyber security (a "Security Incident"), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. **CONTRACTOR** shall begin remediation immediately. **CONTRACTOR** shall provide daily updates, or more frequently if required by **CITY**, regarding findings and actions performed by **CONTRACTOR** until the Data Breach or Security Incident has been effectively resolved to **CITY'S** satisfaction. **CONTRACTOR** shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with **CITY**. At **CITY'S** sole discretion, **CITY** and its authorized agents shall have the right to lead or participate in the investigation. **CONTRACTOR** shall cooperate fully with **CITY**, its agents and law enforcement.
- B. If **CITY** is subject to liability for any Data Breach or Security Incident, then **CONTRACTOR** shall fully indemnify and hold harmless **CITY** and defend against any resulting actions.

PSC-23. Insurance

During the term of this Contract and without limiting **CONTRACTOR'S** obligation to indemnify, hold harmless and defend **CITY**, **CONTRACTOR** shall provide and maintain at its own expense a program of insurance having the coverages and limits not less than the required amounts and types as determined by the Office of the City Administrative Officer of Los Angeles, Risk Management (template Form General 146 in Exhibit 1 hereto). The insurance must: (1) conform to **CITY'S** requirements; (2) comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto); and (3) otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. **CONTRACTOR** shall comply with all Insurance Contractual Requirements shown on Exhibit 1 hereto. Exhibit 1 is hereby incorporated by reference and made a part of this Contract.

PSC-24. Best Terms

Throughout the term of this Contract, **CONTRACTOR**, shall offer **CITY** the best terms, prices, and discounts that are offered to any of **CONTRACTOR'S** customers for similar goods and services provided under this Contract.

PSC-25. Warranty and Responsibility of Contractor

CONTRACTOR warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within **CONTRACTOR'S** profession, doing the same or similar work under the same or similar circumstances.

PSC-26. Mandatory Provisions Pertaining to Non-Discrimination in Employment

Unless otherwise exempt, this Contract is subject to the applicable non-discrimination, equal benefits, equal employment practices, and affirmative action program provisions in LAAC Section 10.8 et seq., as amended from time to time.

- A. **CONTRACTOR** shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and **CITY**. In performing this Contract, **CONTRACTOR** shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.
- B. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this Contract by reference.
- C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Equal Employment Practices" provisions of this Contract.
- D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Affirmative Action Program" provisions of this Contract.

Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-27. Child Support Assignment Orders

CONTRACTOR shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, **CONTRACTOR** shall fully comply with all applicable State and Federal employment reporting requirements. Failure of **CONTRACTOR** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any principal owner(s) of **CONTRACTOR** to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract. Failure of **CONTRACTOR** or principal owner to cure

the default within 90 days of the notice of default will subject this Contract to termination for breach. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-28. Living Wage Ordinance

CONTRACTOR shall comply with the Living Wage Ordinance, LAAC Section 10.37 *et seq.*, as amended from time to time. **CONTRACTOR** further agrees that it shall comply with federal law proscribing retaliation for union organizing. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-29. Service Contractor Worker Retention Ordinance

CONTRACTOR shall comply with the Service Contractor Worker Retention Ordinance, LAAC Section 10.36 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-30. Access and Accommodations

CONTRACTOR represents and certifies that:

- A. **CONTRACTOR** shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 *et seq.*, the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 *et seq.*, the Fair Housing Act, and its implementing regulations and any subsequent amendments, and California Government Code Section 11135;
- B. **CONTRACTOR** shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability;
- C. **CONTRACTOR** shall provide reasonable accommodation upon request to ensure equal access to **CITY**-funded programs, services and activities;
- D. Construction will be performed in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. Part 40; and
- E. The buildings and facilities used to provide services under this Contract are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

CONTRACTOR understands that **CITY** is relying upon these certifications and representations as a condition to funding this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-31. Contractor Responsibility Ordinance

CONTRACTOR shall comply with the Contractor Responsibility Ordinance, LAAC Section 10.40 *et seq.*, as amended from time to time.

PSC-32. Business Inclusion Program

Unless otherwise exempted prior to bid submission, **CONTRACTOR** shall comply with all aspects of the Business Inclusion Program as described in the Request for Proposal/Qualification process, throughout the duration of this Contract. **CONTRACTOR** shall utilize the Business Assistance Virtual Network ("BAVN") at <https://www.labavn.org/>, to perform and document outreach to Minority, Women, and Other Business Enterprises. **CONTRACTOR** shall perform subcontractor outreach activities through BAVN. **CONTRACTOR** shall not change any of its designated Subcontractors or pledged specific items of work to be performed by these Subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of **CITY**.

PSC-33. Slavery Disclosure Ordinance

CONTRACTOR shall comply with the Slavery Disclosure Ordinance, LAAC Section 10.41 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-34. First Source Hiring Ordinance

CONTRACTOR shall comply with the First Source Hiring Ordinance, LAAC Section 10.44 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-35. Local Business Preference Ordinance

CONTRACTOR shall comply with the Local Business Preference Ordinance, LAAC Section 10.47 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-36. Iran Contracting Act

In accordance with California Public Contract Code Sections 2200-2208, all contractors entering into, or renewing contracts with **CITY** for goods and services estimated at \$1,000,000 or more are required to complete, sign, and submit the "Iran Contracting Act of 2010 Compliance Affidavit."

PSC-37. Restrictions on Campaign Contributions and Fundraising in City Elections

Unless otherwise exempt, if this Contract is valued at \$100,000 or more and requires approval by an elected **CITY** office, **CONTRACTOR**, **CONTRACTOR'S** principals, and **CONTRACTOR'S** Subcontractors expected to receive at least \$100,000 for performance under the Contract, and the principals of those Subcontractors (the "Restricted Persons")

shall comply with Charter Section 470(c)(12) and LAMC Section 49.7.35. Failure to comply entitles **CITY** to terminate this Contract and to pursue all available legal remedies. Charter Section 470(c)(12) and LAMC Section 49.7.35 limit the ability of the Restricted Persons to make campaign contributions to and engage in fundraising for certain elected **CITY** officials or candidates for elected **CITY** office for twelve months after this Contract is signed. Additionally, a **CONTRACTOR** subject to Charter Section 470(c)(12) is required to comply with disclosure requirements by submitting a completed and signed Ethics Commission Form 55 and to amend the information in that form as specified by law. Any **CONTRACTOR** subject to Charter Section 470(c)(12) shall include the following notice in any contract with any Subcontractor expected to receive at least \$100,000 for performance under this Contract:

“Notice Regarding Restrictions on Campaign Contributions and Fundraising in City Elections

You are a subcontractor on City of Los Angeles Contract # _____. Pursuant to the City of Los Angeles Charter Section 470(c)(12) and related ordinances, you and your principals are prohibited from making campaign contributions to and fundraising for certain elected City of Los Angeles (“**CITY**”) officials and candidates for elected **CITY** office for twelve months after the **CITY** contract is signed. You are required to provide the names and contact information of your principals to the **CONTRACTOR** and to amend that information within ten business days if it changes during the twelve month time period. Failure to comply may result in termination of this Contract and any other available legal remedies. Information about the restrictions may be found online at ethics.lacity.org or by calling the Los Angeles City Ethics Commission at (213) 978-1960.”

PSC-38. Contractors’ Use of Criminal History for Consideration of Employment Applications

CONTRACTOR shall comply with the City Contractors’ Use of Criminal History for Consideration of Employment Applications Ordinance, LAAC Section 10.48 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-39. Limitation of City’s Obligation to Make Payment to Contractor

Notwithstanding any other provision of this Contract, including any exhibits or attachments incorporated therein, and in order for **CITY** to comply with its governing legal requirements, **CITY** shall have no obligation to make any payments to **CONTRACTOR** unless **CITY** shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in this Contract. **CONTRACTOR** agrees that any services provided by **CONTRACTOR**, purchases made by **CONTRACTOR** or expenses incurred by **CONTRACTOR** in excess of the appropriation(s) shall be free and without charge to **CITY** and **CITY** shall have no obligation to pay for the services, purchases or expenses. **CONTRACTOR** shall have no obligation to provide any services,

provide any equipment or incur any expenses in excess of the appropriated amount(s) until **CITY** appropriates additional funds for this Contract.

PSC-40. Compliance with Identity Theft Laws and Payment Card Data Security Standards

CONTRACTOR shall comply with all identity theft laws including without limitation, laws related to: (1) payment devices; (2) credit and debit card fraud; and (3) the Fair and Accurate Credit Transactions Act ("FACTA"), including its requirement relating to the content of transaction receipts provided to Customers. **CONTRACTOR** also shall comply with all requirements related to maintaining compliance with Payment Card Industry Data Security Standards ("PCI DSS"). During the performance of any service to install, program or update payment devices equipped to conduct credit or debit card transactions, including PCI DSS services, **CONTRACTOR** shall verify proper truncation of receipts in compliance with FACTA.

PSC-41. Compliance with California Public Resources Code Section 5164

California Public Resources Code Section 5164 prohibits a public agency from hiring a person for employment or as a volunteer to perform services at any park, playground, or community center used for recreational purposes in a position that has supervisory or disciplinary authority over any minor, if the person has been convicted of certain crimes as referenced in the Penal Code, and articulated in California Public Resources Code Section 5164(a)(2).

If applicable, **CONTRACTOR** shall comply with California Public Resources Code Section 5164, and shall additionally adhere to all rules and regulations that have been adopted or that may be adopted by **CITY**. **CONTRACTOR** is required to have all employees, volunteers and Subcontractors (including all employees and volunteers of any Subcontractor) of **CONTRACTOR** working on premises to pass a fingerprint and background check through the California Department of Justice at **CONTRACTOR'S** sole expense, indicating that such individuals have never been convicted of certain crimes as referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2), if the individual will have supervisory or disciplinary authority over any minor.

PSC-42. Possessory Interests Tax

Rights granted to **CONTRACTOR** by **CITY** may create a possessory interest. **CONTRACTOR** agrees that any possessory interest created may be subject to California Revenue and Taxation Code Section 107.6 and a property tax may be levied on that possessory interest. If applicable, **CONTRACTOR** shall pay the property tax. **CONTRACTOR** acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.

PSC-43. Confidentiality

All documents, information and materials provided to **CONTRACTOR** by **CITY** or developed by **CONTRACTOR** pursuant to this Contract (collectively "Confidential Information") are confidential. **CONTRACTOR** shall not provide or disclose any Confidential Information or their contents or any information therein, either orally or in writing, to any person or entity, except as authorized by **CITY** or as required by law. **CONTRACTOR** shall immediately notify **CITY** of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this Contract.

PSC-44. COVID-19

Employees of Contractor and/or persons working on its behalf, including, but not limited to, subcontractors (collectively, "Contractor Personnel"), while performing services under this Agreement and prior to interacting in person with City employees, contractors, volunteers, or members of the public (collectively, "In-Person Services") must be fully vaccinated against the novel coronavirus 2019 ("COVID-19"). "Fully vaccinated" means that 14 or more days have passed since Contractor Personnel have received the final dose of a two-dose COVID-19 vaccine series (Moderna or Pfizer-BioNTech) or a single dose of a one-dose COVID-19 vaccine (Johnson & Johnson/Janssen) and all booster doses recommended by the Centers for Disease Control and Prevention. Prior to assigning Contractor Personnel to perform In-Person Services, Contractor shall obtain proof that such Contractor Personnel have been fully vaccinated. Contractor shall retain such proof for the document retention period set forth in this Agreement. Contractor shall grant medical or religious exemptions ("Exemptions") to Contractor Personnel as required by law. If Contractor wishes to assign Contractor Personnel with Exemptions to perform In-Person Services, Contractor shall require such Contractor Personnel to undergo weekly COVID-19 testing, with the full cost of testing to be borne by Contractor. If Contractor Personnel test positive, they shall not be assigned to perform In-Person Services or, to the extent they have already been performing In-Person Services, shall be immediately removed from those assignments. Furthermore, Contractor shall immediately notify City if Contractor Personnel performing In-Person Services (1) have tested positive for or have been diagnosed with COVID-19, (2) have been informed by a medical professional that they are likely to have COVID-19, or (3) meet the criteria for isolation under applicable government orders.

EXHIBIT 1

INSURANCE CONTRACTUAL REQUIREMENTS

CONTACT For additional information about compliance with City Insurance and Bond requirements, contact the Office of the City Administrative Officer, Risk Management at (213) 978-RISK (7475) or go online at www.lacity.org/cao/risk. The City approved Bond Assistance Program is available for those contractors who are unable to obtain the City-required performance bonds. A City approved insurance program may be available as a low cost alternative for contractors who are unable to obtain City-required insurance.

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

1. Additional Insured/Loss Payee. The CITY must be included as an Additional Insured in applicable liability policies to cover the CITY'S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured and a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.

2. Notice of Cancellation. All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice (ten (10) days for non-payment of premium) directly to the CITY if your insurance company elects to cancel or materially reduce coverage or limits prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims.

3. Primary Coverage. CONTRACTOR will provide coverage that is primary with respect to any insurance or self-insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.

4. Modification of Coverage. The CITY reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving CONTRACTOR ninety (90) days' advance written notice of such change. If such change should result in substantial additional cost to CONTRACTOR, the CITY agrees to negotiate additional compensation proportional to the increased benefit to the CITY.

5. Failure to Procure Insurance. All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations by CONTRACTOR.

CONTRACTOR'S failure to procure or maintain required insurance or a self-insurance program during the entire term of this Contract shall constitute a material breach of this Contract under which the CITY may immediately suspend or terminate this Contract or, at its discretion, procure or renew such insurance to protect the CITY'S interests and pay any and all premiums in connection therewith and recover all monies so paid from CONTRACTOR.

6. Workers' Compensation. By signing this Contract, CONTRACTOR hereby certifies that it is aware of the provisions of Section 3700 *et seq.*, of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake

self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all time during the performance of the work pursuant to this Contract.

7. California Licensee. All insurance must be provided by an insurer admitted to do business in California or written through a California-licensed surplus lines broker or through an insurer otherwise acceptable to the CITY. Non-admitted coverage must contain a **Service of Suit** clause in which the underwriters agree to submit as necessary to the jurisdiction of a California court in the event of a coverage dispute. Service of process for this purpose must be allowed upon an agent in California designated by the insurer or upon the California Insurance Commissioner.

8. Aggregate Limits/Impairment. If any of the required insurance coverages contain annual aggregate limits, CONTRACTOR must give the CITY written notice of any pending claim or lawsuit which will materially diminish the aggregate within thirty (30) days of knowledge of same. You must take appropriate steps to restore the impaired aggregates or provide replacement insurance protection within thirty (30) days of knowledge of same. The CITY has the option to specify the minimum acceptable aggregate limit for each line of coverage required. No substantial reductions in scope of coverage which may affect the CITY'S protection are allowed without the CITY'S prior written consent.

9. Commencement of Work. For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be considered to be in furtherance of or towards performance of this Contract. The requirements in this Section supersede all other sections and provisions of this Contract, including, but not limited to, PSC-3, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

Required Insurance and Minimum Limits

Name: Library DepartmentDate: 05/05/2022Agreement/Reference: The Library Corporation - Intergrated Automated Library System

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

Limits

☒ **Workers' Compensation (WC) and Employer's Liability (EL)**

WC StatutoryEL 1,000,000☐ Waiver of Subrogation in favor of City☐ Longshore & Harbor Workers☐ Jones Act

☒ **General Liability** \$1,000,000 per occurrence/\$2,000,000 aggregate

1,000,000☒ Products/Completed Operations☐ Sexual Misconduct☐ Fire Legal Liability☐

☐ **Automobile Liability** (for any and all vehicles used for this contract, other than commuting to/from work)

☒ **Professional Liability** (Errors and Omissions)

5,000,000Discovery Period 12 month extended reporting period

☐ **Property Insurance** (to cover replacement cost of building - as determined by insurance company)

☐ All Risk Coverage☐ Boiler and Machinery☐ Flood☐ Builder's Risk☐ Earthquake☐

☐ **Pollution Liability**

☒ Automobile Liability must provide coverage for any occurrence arising from the transport of hazardous waste.

☐ **Surety Bonds** - Performance and Payment (Labor and Materials) Bonds

☐ **Crime Insurance**

Other: General Notes:

1. If a contractor has no employees and decides to not cover herself/himself for workers' compensation, please complete the form entitled "Request For Waiver Of Workers' Compensation Insurance Requirement" located at: <http://cao.lacity.org/risk/InsuranceForms.htm>

2. In the absence of imposed auto liability insurance requirements all contractors using vehicles during the course of their contract must adhere to the financial responsibility laws of the State of California.

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 the 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 the Contractor and approved by the City.

I agree to promptly notify the 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 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.

Print Contractor Name

Print Contractor Representative Name

Print Contractor Representative Title

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
TOTAL				\$ 335,993.06	\$ 346,072.85	\$ 356,455.03	\$ 367,148.68	\$ 378,163.14

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
TOTAL				\$ 122,863.14	\$ 126,549.03	\$ 130,345.51	\$ 134,255.87	\$ 138,283.55

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
TOTAL				\$ 156,021.15	\$ 160,701.78	\$ 165,522.83	\$ 170,488.52	\$ 175,603.17

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
TOTAL:	\$	614,877.34	\$	633,323.66	\$	652,323.37	\$	671,893.07	\$	692,049.87

LOS ANGELES PUBLIC LIBRARY
SUPPLEMENTAL AGREEMENT NO. 2 TO CONTRACT NO. 728 (C-133081)
PRODUCTS AND SERVICES PRICE LIST
EXHIBIT C-2 (Revised June 22, 2022)

MODEL	DESCRIPTION	UNIT COST	WARRANTY	NOTES
Barcode	Reliance One time Programming/Proof Fee	\$30.00	NA	
Barcode Labels	Reliance Codabar Standard Single 10 Digit Algorithm	\$30.00	NA	(8 Digits Eye Readable)
Barcode Labels	Reliance Coda bar Standard Single 10 Digit Algorithm	\$30.00	NA	(8 Digits Eye Readable)
TT	Talking Tech Script Change Fee English - Basic	\$105.00	NA	
TT	Talking Tech Script Change - Fee English -Advanced	\$168.00	NA	
TT	Talking Tech Script Change - Fee Non English Prompt	\$630.00	NA	
TT	Talking Tech Script Change Per Word English Basic	\$0.70	NA	
TT	Talking Tech Script Change Per Word English	\$1.40	NA	
Unique Mgt	Unique Management Services - Billed Monthly - per each placement (pass through billing)	\$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 \$75	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)/Annual	\$250	NA	
SOLUS	TLC•Go! patron Self Service Barcode Check-out/in	\$500	NA	
SOLUS	TLC•Go! patron Self Service Barcode Check-	\$250	NA	
SOLUS	TLC•Go! patron Self Service RFID check-out/check-in	\$500	NA	
SOLUS	TLC•Go! patron Self Service RFID check-out/check-	\$500	NA	
IBM Cognos Analytics				
Cognos	Cognos Authoring Per License	\$2,990.00	NA	
Cognos	Cognos Authoring Per License RENEWAL	\$596.00	NA	
Cognos	Cognos User Per License	\$1,610.00	NA	
Cognos	Cognos User Per License RENEWAL	\$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 at	\$36.00	NA	
N/A	Printers ship to Alaska and Hawaii at \$72 per printer	\$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, or	\$520.00	NA	
TLC•SmartTECH	NovelBranch Custom Color - customer must provide	\$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 - replaces	\$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 standard	\$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 Back	\$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 - Post-	\$97.00	NA	
TLC•SmartTECH	MustangPro - Flat Mount - 600x500 - 200lbs	\$97.00	NA	
TLC•SmartTECH	MustangPro - Flat Mount - 600x500 - 200lbs - Post-	\$102.00	NA	
TLC•SmartTECH	MustangPro - Flat Mount - 800x500 - 200lbs	\$122.00	NA	
TLC•SmartTECH	MustangPro - Flat Mount - 800x600 - 200lbs - Post-	\$143.00	NA	
TLC•SmartTECH	MustangPro - Flat Mount - 1000x600 - 300lbs - Post-	\$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	

LOS ANGELES PUBLIC LIBRARY
SUPPLEMENTAL AGREEMENT NO. 2 TO CONTRACT NO. 728 (C-133081)
PRODUCTS AND SERVICES PRICE LIST
EXHIBIT C-2 (Revised June 22, 2022)

MODEL	DESCRIPTION	UNIT COST	WARRANTY	NOTES
TLC•SmartTECH	MustangPro - Tilt Mount - 400x400 - 150lbs	\$97.00	NA	
TLC•SmartTECH	MustangPro - Tilt Mount - 400x400 - 150lbs - Post-	\$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 - Post-	\$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 - Post-	\$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 - Post-	\$284.00	NA	
TLC•SmartTECH	MustangPro - Robust Tilt 1105x760 - 200 lbs Triple	\$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 - 30lbs -	\$80.00	NA	
TLC•SmartTECH	MustangPro - Articulating Mount - 200x200 - 80lbs -	\$135.00	NA	
TLC•SmartTECH	MustangPro - Articulating Mount - 200x200 - 80lbs -	\$110.00	NA	
TLC•SmartTECH	MustangPro - Articulating Mount - 400x400 - 80lbs -	\$170.00	NA	
TLC•SmartTECH	MustangPro - Articulating Mount - 400x400 - 100lbs -	\$263.00	NA	
TLC•SmartTECH	MustangPro - Articulating Mount - 400x400 - 150lbs -	\$274.00	NA	
TLC•SmartTECH	MustangPro - Articulating Mount - 400x400 - 150lbs -	\$300.00	NA	
TLC•SmartTECH	MustangPro - Articulating Mount - 600x400 - 130lbs -	\$200.00	NA	
TLC•SmartTECH	MustangPro - Articulating Mount - 700x400 - 80lbs -	\$212.00	NA	
TLC•SmartTECH	MustangPro - Articulating Mount - 800x600 - 200lbs -	\$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 - Single	\$85.00	NA	
TLC•SmartTECH	MustangPro - Pivot Mount - 400x400 - 150lbs - Dual	\$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, CA2,	\$410.00	NA	
TLC•SmartTECH	MustangPro - Ceiling Mount - Kit w/ MPC-L75U, CA2,	\$420.00	NA	
TLC•SmartTECH	MustangPro - Ceiling Mount - Kit w/ MPC-L75U, CA2,	\$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 w/	\$590.00	NA	
TLC•SmartTECH	MustangPro - Ceiling Mount Outdoor Rated - Back-	\$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 - 200lbs -	\$650.00	NA	
TLC•SmartTECH	MustangPro - Unistrut Video Wall Mount 800x400 8	\$620.00	NA	
TLC•SmartTECH	MustangPro - Video Wall Mount - Portrait - 400x600	\$600.00	NA	
TLC•SmartTECH	MustangPro - Video Wall Mount - Mosaic w/	\$700.00	NA	
TLC•SmartTECH	MustangPro - Video Wall Mobil Cart - 2x2 - 800x400 -	\$4,000.00	NA	
TLC•SmartTECH	MustangPro - Video Wall Mobil Cart - 3x3 - 800x400 -	\$6,000.00	NA	
TLC•SmartTECH	MustangPro - Video Wall Modular Ceiling Mount Kit -	\$700.00	NA	
TLC•SmartTECH	MustangPro - Video Wall Modular Ceiling Mount Kit -	\$800.00	NA	
TLC•SmartTECH	MustangPro - Video Wall Modular Ceiling Mount Kit -	\$1,000.00	NA	
TLC•SmartTECH	MustangPro - Video Wall Modular Ceiling Mount Kit -	\$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 Kit -	\$180.00	NA	
TLC•SmartTECH	MustangPro - Menu Board Modular Wall Mount Kit -	\$190.00	NA	
TLC•SmartTECH	MustangPro - Menu Board Modular Wall Mount Kit -	\$200.00	NA	
TLC•SmartTECH	MustangPro - Menu Board Modular Wall Mount Kit -	\$130.00	NA	
TLC•SmartTECH	MustangPro - Menu Board Modular Wall Mount Kit -	\$190.00	NA	
TLC•SmartTECH	MustangPro - Menu Board Modular Wall Mount Kit -	\$220.00	NA	
TLC•SmartTECH	MustangPro - Menu Board In-Line Ceiling Mount Kit -	\$460.00	NA	
TLC•SmartTECH	MustangPro - Menu Board In-Line Ceiling Mount Kit -	\$450.00	NA	
TLC•SmartTECH	MustangPro - Menu Board In-Line Ceiling Mount Kit -	\$1,010.00	NA	
TLC•SmartTECH	MustangPro - Menu Board In-Line Ceiling Mount Kit -	\$1,500.00	NA	
TLC•SmartTECH	MustangPro - Menu Board In-Line Ceiling Mount Kit -	\$520.00	NA	
TLC•SmartTECH	MustangPro - Menu Board In-Line Ceiling Mount Kit -	\$1,500.00	NA	
TLC•SmartTECH	MustangPro - Menu Board In-Line Ceiling Mount Kit -	\$740.00	NA	
TLC•SmartTECH	MustangPro - Menu Board In-Line Ceiling Mount Kit -	\$750.00	NA	
TLC•SmartTECH	MustangPro - Menu Board In-Line Ceiling Mount Kit -	\$1,500.00	NA	
TLC•SmartTECH	MustangPro - Menu Board In-Line Ceiling Mount Kit -	\$2,220.00	NA	
TLC•SmartTECH	MustangPro - Menu Board In-Line Ceiling Mount Kit -	\$820.00	NA	

LOS ANGELES PUBLIC LIBRARY
SUPPLEMENTAL AGREEMENT NO. 2 TO CONTRACT NO. 728 (C-133081)
PRODUCTS AND SERVICES PRICE LIST
EXHIBIT C-2 (Revised June 22, 2022)

MODEL	DESCRIPTION	UNIT COST	WARRANTY	NOTES
TLC•SmartTECH	MustangPro - Menu Board In-Line Ceiling Mount Kit -	\$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 and	\$850.00	NA	
TLC•SmartTECH	MustangPro - Mobile Cart - 700x500 - 150lbs	\$850.00	NA	
TLC•SmartTECH	MustangPro - Mobile Cart - 700x500 - 150lbs - Metal	\$900.00	NA	
TLC•SmartTECH	MustangPro - Mobile Cart - 700x500 - 150lbs - Glass	\$950.00	NA	
TLC•SmartTECH	MustangPro - Mobile Cart - 800x500 - 300lbs -	\$1,100.00	NA	
TLC•SmartTECH	MustangPro - Touch Height Adjustable Mobile Cart -	\$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 - 150lbs	\$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 - Metal	\$870.00	NA	
TLC•SmartTECH	MustangPro - Floor Stand - 700x500 - 150lbs - Glass	\$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 - 150lbs	\$670.00	NA	
TLC•SmartTECH	MustangPro - Floor Stand - Back-to-Back - 200x600 -	\$940.00	NA	
TLC•SmartTECH	MustangPro - Data Rack Enclosure - 19in, 18U -	\$640.00	NA	
TLC•SmartTECH	MustangPro - Cart Stand Accessory - Back Panel and	\$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 - Dual-	\$204.00	NA	
TLC•SmartTECH	MustangPro - Desktop Dual Monitor Arm Mount -	\$365.00	NA	
TLC•SmartTECH	Mustang Pro Dual monitor single link desktop arm	\$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 Drop	\$220.00	NA	
TLC•SmartTECH	MustangPro - Projector Mount Kit - Suspended Drop	\$220.00	NA	
TLC•SmartTECH	MustangPro - Projector Mount Kit - Flat Ceiling w/	\$190.00	NA	
TLC•SmartTECH	MustangPro - Projector Mount Kit - Flat Ceiling w/	\$200.00	NA	
TLC•SmartTECH	MustangPro - Projector Mount Kit - Suspended Drop	\$270.00	NA	
TLC•SmartTECH	MustangPro - Projector Mount Kit - Suspended Drop	\$290.00	NA	
TLC•SmartTECH	MustangPro - Projector Mount Kit - Flat Ceiling w/	\$260.00	NA	
TLC•SmartTECH	MustangPro - Projector Mount Kit - Flat Ceiling w/	\$280.00	NA	
TLC•SmartTECH	MustangPro - Projector Mount Kit - Suspended Drop	\$340.00	NA	
TLC•SmartTECH	MustangPro - Projector Mount Kit - Suspended Drop	\$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 - Heavy	\$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 - 2.25in	\$35.00	NA	
TLC•SmartTECH	MustangPro - Ceiling Adapter - Dual Unistrut - 6.25in	\$50.00	NA	
TLC•SmartTECH	MustangPro - Ceiling Adapter - Vaulted	\$80.00	NA	

LOS ANGELES PUBLIC LIBRARY
SUPPLEMENTAL AGREEMENT NO. 2 TO CONTRACT NO. 728 (C-133081)
PRODUCTS AND SERVICES PRICE LIST
EXHIBIT C-2 (Revised June 22, 2022)

MODEL	DESCRIPTION	UNIT COST	WARRANTY	NOTES
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 - Adjustable -	\$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 white	\$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 - Adjustable -	\$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 - 2-3ft	\$100.00	NA	
TLC•SmartTECH	MustangPro - Extension Column - Adjustable - 2-4ft	\$120.00	NA	
TLC•SmartTECH	MustangPro - Extension Column - Adjustable - 3-5ft	\$160.00	NA	
TLC•SmartTECH	MustangPro - Extension Column - Adjustable - 4-6ft	\$180.00	NA	
TLC•SmartTECH	MustangPro - Extension Column - Adjustable - 6-8ft	\$200.00	NA	
TLC•SmartTECH	MustangPro - Extension Column - Adjustable - 8-10ft	\$220.00	NA	
TLC•SmartTECH	MustangPro - Extension Column - Adjustable - 10-	\$240.00	NA	
TLC•SmartTECH	MustangPro - Extension Column - Column Connector	\$20.00	NA	
TLC•SmartTECH	MustangPro - Extension Column - Column Connector	\$30.00	NA	
TLC•SmartTECH	MustangPro - Extension Column - Column Connector	\$25.00	NA	
TLC•SmartTECH	MustangPro - Clamp for unistrut or pipe 3.5 in - 125	\$21.00	NA	
TLC•SmartTECH	MustangPro - In-Wall Box - Black	\$122.00	NA	
TLC•SmartTECH	MustangPro-Portrait to Landscape Rotation Adaptor	\$121.00	NA	
TLC•SmartTECH	MustangPro - Wall Shelf - Black Smoked Tempered	\$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, 3/8x1-	\$5.00	NA	
TLC•SmartTECH	MustangPro - Concrete Expansion Anchors, 5/16x1-	\$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 Technician	\$ 44.04	Hourly Rate	
Oasis - TECH	CARL X Administrator	\$ 66.07	Hourly Rate	

Any rate increase for Oasis Technicians will require prior written approval by the City Librarian, or designee, and shall not exceed 1.5% per contract year.

Oasis - TECH (Revised June 22, 2022)

Oasis - TECH	CARL X Technician I	\$39.41	Hourly Rate	Effective January 1, 2022
Oasis - TECH	CARL X Technician II	\$53.49	Hourly Rate	Effective January 1, 2022
Oasis - TECH	CARL X Telecom Technician	\$52.55	Hourly Rate	Effective January 1, 2022
Oasis - TECH	CARL X Administrator	\$78.83	Hourly Rate	Effective January 1, 2022
Oasis - TECH	Mileage	Per IRS Rates	Per Mile	Effective January 1, 2022

Any rate increase for Oasis Technicians will require prior written approval by the City Librarian, or designee, and shall not exceed 1.5% per contract year.

**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 Maryland Corporation doing business in West Virginia, (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 Email, 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:

1.0 DOCUMENTS

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

- 1.1** This Supplemental Agreement No. 2 to Contract 728 (C-133081).
- 1.2** Standard Provisions for City Contracts (Rev. 10/21 [V.4]), which is attached hereto and incorporated herein by reference hereinafter as Exhibit A.
- 1.3** Confidentiality Agreement which is attached hereto and incorporated herein by reference as Exhibit B.
- 1.4** 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.
- 1.5** Supplemental Agreement No. 1 to Contract No. 728 (C-133081), which is attached hereto and incorporated herein by reference hereinafter as Exhibit D.
- 1.6** The First Amendment to Contract No. 728 (C-133081), which is attached hereto and incorporated herein by reference hereinafter as Exhibit E.
- 1.7** 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

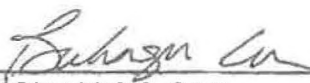
Replace Section 6.11.E and Section 6.11.F of Contract No. 728 (C-133081) (Exhibit F) and the successor documents (Exhibit D and Exhibit E) in their entirety with Exhibit C-1 and Exhibit C-2.

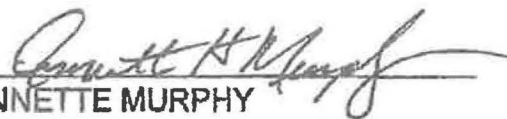
9.0 FULL FORCE AND EFFECT

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 
BINH NGOC CAO
President
Board of Library Commissioners

By 
ANNETTE MURPHY
President & CEO
The Library Corporation

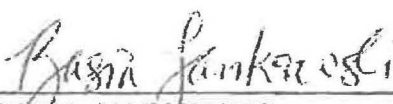
Date June 6, 2022

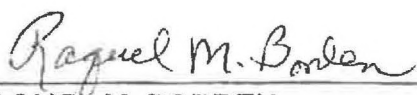
Date April 27, 2022

APPROVED AS TO FORM:

ATTEST:

MICHAEL N. FEUER, City Attorney

By 
BASIA JANKOWSKI
Deputy City Attorney



By 
RAQUEL M. BORDEN
Commission Executive Assistant II

Date 6-6-22

Date 6/8/22

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By:  

Date: 6/8/2022

EXHIBIT E

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:

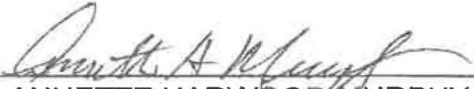
1. Supplemental Agreement No. 1 to Contract No. 728 including Standard Provisions for City Contracts (Rev 10/17 [V3])
2. First Amendment to Contract No. 728
3. Contract No. 728

- 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

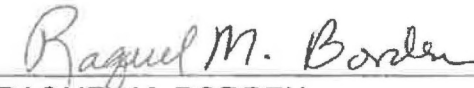
Date April 10, 2019

APPROVED AS TO FORM:

ATTEST:

MICHAEL N. FEUER, City Attorney

By 
Deputy City Attorney

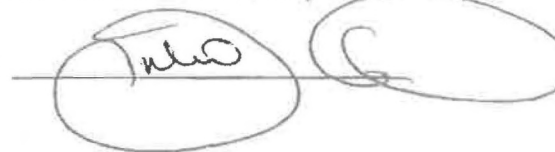
By 
RAQUEL M. BORDEN
Commission Executive Assistant II

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	JAMEX	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
Subtotal (Existing Maintenance Items):				\$ 315,022.21	\$ 326,206.85	\$ 326,206.85

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	\$ -	\$ -
Subtotal (Additions Items):				\$ 97,077.00	\$ 95,045.31	\$ 95,045.31

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	\$ -	\$ -
Subtotal (Subtraction Items):				\$ 90,196.28	\$ -	\$ -

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	--	--	--	--
Subtotal (Subtraction Items):				\$ 141,098.59	\$ 145,331.54	\$ 145,331.54

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
DR - Full Subtotal (Install & Maintenance):				\$ 37,760.00	\$ 22,413.00	\$ 22,413.00

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
TOTAL	\$ 590,957.80	\$ 588,996.70	\$ 588,996.70

EXHIBIT F

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:

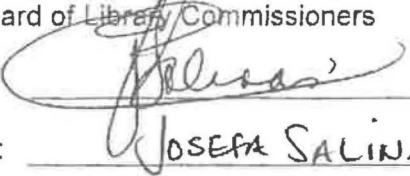
THE LIBRARY CORPORATION

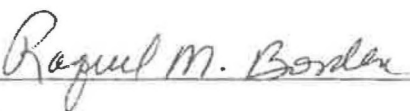
BY: 
NAME: PAUL LEPPERT
TITLE: MANAGING DIRECTOR
DATE: 7/22/2014

ATTEST

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

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

**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.

Transaction	Average Load	Peak Load
Check-Out	less than 2.0 seconds	2.0 seconds
Check-In	less than 2.0 seconds	2.0 seconds
New Titles Added		
(Full Screen Transmission)	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
ACQUISITIONS		
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 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

By: Robert A. Charles

Title: President

Date: 8/20/04

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

By: Barbara H. Murphy

Title: CEO/President

Date: August 19, 2004

By: Carole Whittington

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