

**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.
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- 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: _____