AGENDA
**Revised**

Board of Library Commissioners
City of Los Angeles

Regular Meeting
Thursday, January 10, 2019
11:00 a.m.

Main Location
Los Angeles Public Library
Central Library Board Room, 4th Floor
630 West 5th Street
Los Angeles, CA 90071

Teleconference Location
Commissioner Salinas will participate telephonically from:
Westchester-Loyola Village Branch Library
Community Room
7114 W. Manchester Avenue
Los Angeles, CA 90012

Agenda: In compliance with Government Code Section 54957.5, you may view the agenda and its attachments at the Information Desk of the Central Library and online at www.lapl.org/about-lapl/board-library-commissioners. Some large agreements or attachments that may not be viewable on the website will be available in their entirety at the Information Desk of the Central Library and provided at the Board Meeting.

1. Roll Call

2. Approval of Minutes:
(Only Board Members who were in attendance are eligible to vote, unless any other Commissioners not in attendance have reviewed the audio recording and/or transcript of the meeting.)

a. Minutes of the Regular Meeting – November 8, 2018

b. Minutes of the Regular Meeting – December 13, 2018

3. Public Comments (Matters within the Board’s Jurisdiction)
(In accordance with Board Policy, a total of 15 minutes shall be allocated for public comment not to exceed three (3) minutes per speaker, including teleconference locations for items not the agenda. Items arising during the public comment portion of the meeting may be referred by the President to the staff or Board Committee for appropriate action or report back thereon to the Board.)

4. City Librarian’s Comments and Announcements
5. City Librarian's Reports

Consent Items
Commissioners who wish to discuss particular items should ask that such items be called as Special. The remaining items will be subject to a single vote.

a. Recommendation to accept the following gifts: (EXHIBIT "A")

$4,730.40 From the Friends of the Chinatown Library to the Chinatown Branch Library (Value of computer equipment)

$4,000.00 From the Friends of West Los Angeles for the benefit of the Westwood Branch Library

Discussion Item(s)

b. Recommendation to approve purchase of Espresso Book Machine, (EXHIBIT "B")* Maintenance and Service Agreement and a Software License, and approve printing fees for the use of the machine

6. Presentation: DIY Memory Lab

7. Various Communications: None

8. Commissioners' Comments, Announcements and Review of Matters Pending

9. Adjournment

NEXT BOARD MEETING NOTICE

The next regular meeting of the Board is scheduled for Thursday, January 24, 2019, at the CENTRAL LIBRARY, 630 W. Fifth Street, Los Angeles, CA 90071, convening at 11:00 A.M.

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Finalization of Board Actions - Charter Section 245: In accordance with Charter Section 245, actions of the Board of Library Commissioners shall become final at the expiration of the next five (5) meeting days of the City Council during which the Council has convened in regular session.

Title II of the American with Disabilities Act: The City of Los Angeles does not discriminate on the basis of disability and upon request will provide reasonable accommodations to ensure equal access to its programs, services, and activities. To ensure availability, you are advised to make your request at least 72 hours prior to the meeting/event you wish to attend. For additional information, please contact the Board Office at (213) 228-7530.

Parking: Reduced parking rate validation can be obtained by showing your library card at the Information Desk, and is only valid for parking on the Westlawn Garage at 524 S. Flower Street. The Westlawn Garage is not owned or operated by the Library Department. Additional information is available at lapl.org
Rules of Decorum: Persons addressing the Commission shall not make impertinent, slanderous or profane remarks to the Commission, any member of the Commission, staff or general public, nor utter loud, threatening, personal or abusive language, nor engage in any other disorderly conduct that disrupts or disturbs the orderly conduct of any Commission Meeting and prevents the Commission from carrying out its public business. At the discretion of the Commission President or upon a majority vote of the Commission, the Commission President may order removed from the Commission meeting place any person who fails to observe the rules of decorum. Any person who has been ordered removed from a meeting may be charged with a violation of Penal Code Section 403, or other appropriate Penal Code or Los Angeles Municipal Code sections.

Posted 1/7/19

For more information, contact: Library Commission Office (213) 228-7530.
TO: Board of Library Commissioners

FROM: John F. Szabo, City Librarian

SUBJECT: ACCEPTANCE OF GIFT FROM THE FRIENDS OF THE CHINATOWN LIBRARY

RECOMMENDATION:

That the Board of Library Commissioners adopts the following resolutions:

RESOLVED, That a gift of one Simple Scan Station with 17" Elo Touchcomputer and one 11 X 17" Book Edge Flat Bed Scanner valued at $4,730.40 received from the Friends of the Chinatown Library to be utilized by the Chinatown Branch Library be accepted; and

FURTHER RESOLVED, That a letter of thanks be sent to the Friends of the Chinatown Library, expressing the grateful appreciation of the Board and staff for the generous gift.

FINDINGS:

1. This gift of one Simple Scan Station with 17" Elo Touchcomputer and one 11 X 17" Book Edge Flat Bed Scanner which is equipped with multilingual translation capabilities will be utilized by the public at the Chinatown Branch Library.

2. A letter of thanks should be sent to:

   Susan Fong, President
   Friends of the Chinatown Library
   639 N. Hill Street
   Los Angeles, CA 90012

   Robert Joe, Member
   Friends of the Chinatown Library
   639 N. Hill Street
   Los Angeles, CA 90012

Prepared by: Kian Daizadeh, Northeast Area Manager

Reviewed by: Chad Helton, Director of Branches
LOS ANGELES PUBLIC LIBRARY
BOARD REPORT

January 10, 2019

TO: Board of Library Commissioners
FROM: John F. Szabo, City Librarian

SUBJECT: ACCEPTANCE OF GIFT FROM THE FRIENDS OF WEST LOS ANGELES

RECOMMENDATION:

That the Board of Library Commissioners adopts the following resolution:

RESOLVED, That a gift of $4,000 received from the Friends of West Los Angeles for donation to the Westwood Branch Library be accepted; and deposited in Trust Fund 831, Account 333; and

FURTHER RESOLVED, That a letter of thanks be sent to the Friends of West Los Angeles, expressing the grateful appreciation of the Board and staff for the generous gift.

FINDINGS:

1. The gift of $4,000 will be used to purchase laptop computers for the Westwood Branch Library.

2. A letter of thanks should be sent to:

   Michael Eveloff, President
   Friends of West Los Angeles
   10940 Wilshire Blvd., Suite 2000
   Los Angeles, CA 90024

Prepared by: Erika Thibault, Western Area Manager
Reviewed by: Chad Helton, Director of Branches
LOS ANGELES PUBLIC LIBRARY
BOARD REPORT

January 10, 2019

TO: Board of Library Commissioners

FROM: John F. Szabo, City Librarian

SUBJECT: RECOMMENDATION TO PURCHASE ESPRESSO BOOK MACHINE, MAINTENANCE AND SERVICE AGREEMENT AND A SOFTWARE LICENSE.

RECOMMENDATIONS:

That the Board of Library Commissioners ("Board"):

1. That the Board approve a sole source Purchase Agreement with On Demand Books ("Contractor") for an Espresso Book Machine (the "Equipment" or "EBM") which includes a three year software license subscription for EBM Software, EspressNet, and SelfEspress and an annual maintenance and service agreement, for parts and service of the Equipment; and

2. Charter Section 371(e)(7) and Los Angeles Administrative Code Section 10.15 (a)(7), that this Purchase Agreement is exempt from competitive bidding because Contractor is the sole manufacturer and service provider of the Equipment, including parts and maintenance services; and

3. Find that book printing is a service that Los Angeles Public Library would like to offer its patrons to augment Library programs including but not limited to Nano-Wri-Mo and Self-E. These programs promote independent and self-published authors, poetry, and other do-it-yourself writing and creative outlets. The purchase of an EBM will facilitate this service.

4. Approve the amount of $122,360 including sales tax for the purchase of the Equipment; and

5. Approve the amount of $6,840 for payment of the annual maintenance and service fee for the Equipment; and

6. Approve the following printing charges for use of the Equipment by library patrons: $25 initial set-up fee per book; $3.00 per book copy if under 100 pages; and, $6.00 per book copy if over 100 pages and a waiver of the set up fees for Library patrons participating in Library programs whose content is sponsored by the Library.
7. Authorize the City Librarian and City Attorney, or their designees, to make technical changes if needed to the contract; and,

8. Authorize the Board President to execute the contract upon completion of the Mayor’s Office review in accordance with Executive Directive No. 3.

FACTUAL SUMMARY:

1. The Espresso Book Machine has unique characteristics. It is a fully integrated high-speed compact machine that automatically prints, binds and trims on demand at point of sale—perfectly bound retail quality paperback books. In comparison to other printing press equipment, it is 1/3 of the size and can be installed in a 10 ft. by 10 ft. space. An EBM has the ability to print books from 40 pages to 830 pages with perfect binding capabilities. Users can upload or design their own covers. A 300-page book can be printed in less than 4 minutes.

2. EBM s have been installed worldwide in bookstores, libraries, and universities such as Sacramento Public Library, University of Arizona Library, Harvard Bookstore, and Toronto Public Library.

3. The Equipment includes a subscription to EspressNet, an online library of over 3,000,000 titles that contain trade publications, public-domain, academic, foreign language, or self-published books. EspressNet has the ability to set-up an online database of books for users to order remotely for printing, as well as add local listings to print on the spot.

4. EspressNet's digital catalog of content connects EBM s to a vast network of millions of titles from Google Books, Lightning Source (which includes participating publishers such as Random House, Hachette, McGraw-Hill, Simon & Schuster, WW Norton, and Macmillan among others), the Internet Archive, and other content providers, including self-published authors who have permissioned their titles to a worldwide network.

5. The Library staff conducted market research and contacted the following vendors to see if they could supply this product or a similar product: Xerox, Konica Minolta, City Press, C.P. Bourg, and GovConnect. Xerox and C.P. Bourg products were toured at a facility in Chatsworth, CA on February 2018. None of these vendors were able to supply a similar product or obtain the Espresso Book Machine.

6. Xerox and C.P. Bourg suggested other printing press equipment which Library staff determined were too bulky and would required multiple staff assistance.
Safety was also an issue as the book cutter on the suggested equipment was exposed and needed to be managed manually.

7. Costs have been estimated for the use of the On Demand Books EBM printing service. A user that wishes to print a book would pay an initial set-up fee of $25 which includes assistance in properly formatting the book for printing. Copies would cost $3.00 if under 100 pages and $6.00 if over 100 pages and up to 800 pages. There is a possibility for cost increases if the cost of supplies (i.e. ink, paper, glue, etc.) increases.

8. Any content that is sponsored by the library, such as poetry competitions or other programs and workshops will have free On Demand Books EBM printing services. This includes up to 10 copies of the work and no set-up fees for Library patrons.

Prepared by: Edwin Rodarte, Senior Librarian of Emerging Technologies

Reviewed by: Eloisa Sarao, Assistant Business Manager.
LIBRARY RESOLUTION NO. 2019 – XXXX

BE IT RESOLVED that on [__insert date of Board action ____] the Board of Library Commissioners ("Board") adopted the Library staff’s recommendations and approved a sole source Purchase Agreement with On Demand Books, LLC ("Contractor") for an Espresso Book Machine (the "Equipment" or "EBM") which includes a software license subscription to EBM Software, EspressNet and SelfEspress and an annual maintenance and service agreement with On Demand Books for parts and service of the Equipment; and

FURTHER RESOLVED that the Board found in accordance with Charter Section 371(e)(7) and Los Angeles Administrative Code Section 10.15 (a)(7), that this Purchase Agreement is exempt from competitive bidding because Contractor is the sole manufacturer and service provider of the Equipment including parts and maintenance services; and

FURTHER RESOLVED that the Board found that book printing is a service that Los Angeles Public Library would like to offer its patrons to augment Library programs including but not limited to Nano-Wri-Mo and Self-E. These programs promote independent and self-published authors, poetry, and other do-it-yourself writing and creative outlets. The purchase of an EBM will facilitate this service.

FURTHER RESOLVED that the Board approved the amount of $122,360 including sales tax for the purchase of the Equipment; and

FURTHER RESOLVED that the Board approved the amount of $6,840 for payment of the annual maintenance and service fee for the Equipment; and

FURTHER RESOLVED that the Board approved the following the printing charges for use of the Equipment by library patrons: $25 initial set-up fee per book; $3.00 per book copy if under 100 pages; and, $6.00 per book copy if over 100 pages and an exemption for up to 10 copies of work and a waiver of set-up fees for Library patrons participating in Library programs whose content is sponsored by the Library.
Board of Library Commissioners  
Recommendation to Purchase Espresso Book Machine  
Page 2 of 2

FURTHER RESOLVED that the Board authorized the City Librarian and City Attorney, or there designees, to make technical changes if needed to the contract; and,

FURTHER RESOLVED, that the Board authorize the Board President to execute the contract upon completion of the Mayor’s Office review in accordance with Executive Directive No. 3.

This is a true copy:

__________________________
Raquel M. Borden  
Board Executive Assistant

Adopted by the following votes:

AYES:  
NOES:  
ABSENT:
AGREEMENT BETWEEN THE LOS ANGELES PUBLIC LIBRARY
AND
ON DEMAND BOOKS, LLC
FOR THE PURCHASE AND MAINTENANCE OF
AN ESPRESSO BOOK MACHINE AND A SOFTWARE LICENSE AGREEMENT

THIS AGREEMENT ("Agreement") is entered into this ____________, 2019
by and between the Los Angeles Public Library ("Customer" or "LAPL") and ON DEMAND
BOOKS, LLC, a Delaware limited liability company ("On Demand Books") for the purchase
and maintenance of an Espresso Book Machine and a license to use On Demand’s software
products.

RECITALS:

WHEREAS, the LAPL seeks to offer programs to Library patrons that no only promote
independent and self-published authors, poetry, and other do-it-yourself writing and creative
outlets but also provides Library patrons with book printing services.

WHEREAS, On Demand Books is in the business of manufacturing, marketing, selling
and servicing proprietary equipment for on-demand book production known as the Espresso
Book Machine ("EBM").

WHEREAS, On Demand Books has developed and integrated into the EBM certain
software (the "EBM Software") that allows users to operate the EBM and allows users to access
On Demand Books' EspressNet Network ("EspressNet") which provides a catalog of content in
an electronic form suitable for production on the EBM, enables the encrypted transmission of
such content, and allows for detailed transaction reporting.

WHEREAS, On Demand Books also desires to grant Customer use of its SelfEspress
software ("SelfEspress") to assist in the process of preparing User-Generated Content (as
defined below) for publishing via EspressNet and production on the EBM;

WHEREAS, On Demand Books desires to sell an EBM (the "Purchased EBM") and
grant access to the EBM Software, EspressNet, and SelfEspress to Customer and Customer
desires to purchase such EBM and accept such access for use in connection with Customer’s
business (hereinafter, "Customer's Business") of producing, at point-of-sale or use, books and
related items to third parties at its site(s) located at TBD (hereinafter, "Customer's Facility"),
all on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable
consideration, the parties hereby agree as follows:
1. **EBM**

(a) *Purchase and Sale of EBM.* On the terms and conditions set forth in this Agreement, On Demand Books sells and Customer purchases the Purchased EBM, and related equipment set forth on Schedule A attached hereto at the quantity and price set forth thereon.

(b) *Payment Terms.* Customer shall make payments for all charges related to the purchase, shipping, installation and setting up of the Purchased EBM, and any training in connection therewith, according to the following schedule:

(i) 25% of the total estimated purchase costs (USD $28,000) upon execution of this Agreement (see Schedule A).

(ii) 25% of the total estimated purchase costs (USD $28,000) upon On Demand Books’ delivery of the Purchased EBM and related equipment to the Customer.

(iii) The remainder of all charges, including but not limited to training, travel, accommodations and incidentals shall be charged at On Demand Books’ then current rates and shall be due within thirty (30) days of the applicable invoice date.

On Demand Books will, at Customer’s option, either refund to Customer, or issue Customer an invoice for, the difference between the actual costs incurred by On Demand Books for shipping, crating, installation and set-up and the charges paid for same pursuant to Schedule A, within thirty (30) days of the completion of all installation and setup. A copy of the original freight bill must be attached to the invoice. After installation and training are completed, any unpaid past due payments shall incur a penalty of 1.5% per month until paid in full. The charges and fees set forth herein do not include local or state sales or use taxes, if any, which shall be paid by Customer.

2. **Software License**

(a) *License to EBM Software, EspressNet and SelfEspress.* On Demand Books hereby grants Customer a non-transferable, non-exclusive, revocable license (i) to use the integrated EBM Software only in connection with the operation of the Purchased EBM, (ii) to access EspressNet through the EBM Software on the Purchased EBM using the username and password assigned to Customer (the “EspressNet ID”) and (iii) to use, and to allow its customers to use, the SelfEspress software via an online interface, in connection with preparing User-Generated Content for publishing via EspressNet and production on the Purchased EBM (the “License”). The foregoing License will include a right to any updates, bug fixes or minor feature enhancements to the EBM Software, EspressNet or SelfEspress made generally available by On Demand Books to its customers. Upgrades to new major version releases of the EBM Software, EspressNet or SelfEspress will be made available to Customer at On Demand Books’ then current list price for such software. This Agreement does not grant Customer any right or license to
use the EBM Software or to access EspressNet from any EBM other than the Purchased EBM or to modify the EBM Software.

(b) *Integrated Solution.* Customer acknowledges that EspressNet, SelfEspress and the EBM Software and the EBM constitute a single integrated solution for on-demand book production. In order to maintain consistency in the quality of books produced by the Purchased EBM, Customer agrees that it shall not, without the written consent of On Demand Books, (i) use or attempt to use the Purchased EBM in connection with any other software or service similar to any or all the functions of EspressNet or the EBM Software, or (ii) access or download any content for printing on the Purchased EBM from any source other than EspressNet.

3. **Software License and Content Fees**

(a) *EspressNet License Fee.* In consideration for the grant of the License provided in Section 2 above, Customer shall pay On Demand Books a License fee of USD $17,000 as a one time fee for the 3 year term of the license agreement ("License Fee" as listed on Schedule A). This License Fee shall be fully earned and non-refundable as of the date of execution of this Agreement.

(b) *Content Fees.* In addition to the License Fee set forth above, which constitutes consideration for the use of the EBM Software, EspressNet and SelfEspress, Customer agrees to pay to On Demand Books all applicable fees and charges in connection with accessing any EspressNet Content (as defined below) via EspressNet for production on the Purchased EBM (the "Content Fees"). The amount of the Content Fees will be available from the EspressNet user interface. Customer acknowledges that On Demand Books shall retain a portion of the Content Fees (currently $1.00 per book, subject to adjustment by On Demand Books from time to time in its sole discretion) and pay the remainder to the author or publisher of the EspressNet Content for the right to produce such work. Content Fees are nonrefundable and are incurred at the time the work is produced on the Purchased EBM. Customer acknowledges and agrees that Customer is responsible for the security of Customer's EspressNet ID and will be liable for any and all EspressNet License Fees incurred in connection with Customer's EspressNet ID.

(c) *User-Generated Content.* In order to maintain the quality of the books produced on the Purchased EBM and to ensure accurate transaction reporting, all content (whether public domain, copyrighted, private, self-published or otherwise) (the "EspressNet Content") produced on the Purchased EBM must only be acquired or processed through EspressNet. EspressNet Content shall include User-Generated Content (as defined below). Without limiting the generality of the forgoing, Customer may not print any User-Generated Content on the Purchased EBM unless such content has first been processed by the EBM Software, EspressNet.
and SelfEspress in accordance with this Section 3(c).

(d) Payment of Fees. The License Fee will be due and payable as per Schedule A. All Content Fees shall be paid on a monthly basis, on or before the seventh (7th) of each month, for Content Fees incurred in the immediately preceding calendar month. Customer’s monthly Content Fee balance, along with a report detailing the EspressNet transactions giving rise to such fees, shall be provided by On Demand Books. Any fees not paid when due shall bear interest at a rate of 1.5% per month until paid in full.

4. Delivery and Installation of Purchased EBM

(a) Installation. On Demand Books will use its commercially reasonable efforts to arrange for the Purchased EBM to be shipped to and installed at Customer’s Facility within one hundred and twenty (120) days of the latter of (i) the execution of this Agreement or (ii) On Demand Books’ receipt of the payment set forth in Schedule A. All crating, loading, shipping and other transportation and installation-related expenses incurred (including but not limited to costs of a third-party installation engineer or travel, lodging and meal expenses of On Demand Books personnel) shall be the responsibility of Customer. Shipping terms will be F.O.B. manufacturer.

(b) Receiving. Customer will arrange for appropriate receiving procedures at its facilities including, but not limited to, physical placement of the Purchased EBM and payment of all duties and customs.

5. EBM Training, Support and Maintenance

(a) Training. On Demand Books will provide reasonable which includes but not limited to the installation of the equipment and preventive maintenance training as specified on Exhibit A in the EBM’s use, operation, and software interfaces, including the use of EspressNet. Such training will be conducted at the Customer’s Facility at a time mutually agreed upon by On Demand Books and the Customer. Customer shall reimburse On Demand Books for all travel, lodging and meal expenses incurred by On Demand Books’ training personnel as stated on Schedule A.

(b) Support and Maintenance.

(i) If Customer chooses to subscribe to a service plan, On Demand Books will provide the ongoing support and maintenance set forth on Schedule C attached hereto for the Purchased EBM (excluding the book block printer used in connection with the Purchased EBM). Customer shall be solely liable for the cost of repair or replacement for any and all machine parts whether due to (i) normal wear and tear, or (ii) malfunction or damage to the Purchased EBM arising from any misuse or negligent act or omission
by Customer, its employees and/or its agents. Customer shall reimburse On Demand Books for all travel, lodging and meal expenses incurred by On Demand Books’ support and maintenance personnel. If On Demand Books, in its sole discretion, determines that it is necessary or appropriate to use a third-party contractor for the performance for this services On Demand shall ensure that the third party contractor is licensed, trained and approved by On Demand for the performance of these support and maintenance services, Customer shall reimburse On Demand Books for the actual cost incurred by On Demand Books in engaging the services of such third-party contractor.

(ii) Otherwise if Customer does not choose a service plan then, Customer can pay for service and maintenance as needed at On Demand Books’ actual cost.

(iii) On Demand Books will not provide support or maintenance for the Printers, although such support and maintenance services may be available from the Printers’ respective manufacturers.

6. **Software Support and Custom Development**

(a) *Software Support.* As part of this Agreement, On Demand Books will respond to up to eight (8) e-mail or telephone support requests per year related to the use and operation of the EBM Software, EspressNet or SelfEspress at no charge to the Customer. Additional support requests will be billed at On Demand Books then current support rates.

(b) *Integration and API Support.* As part of this Agreement, On Demand Books will respond to four (4) e-mail support requests per year related to implementing an integration against On Demand Book’s API. Additional API support requests will be billed at On Demand Books then current API support rates.

7. **License Term and Termination**

(a) *License Term.* The term of the License granted herein shall commence upon execution of this Agreement and shall continue for a period of three (3) years (the “Initial Term”), unless earlier terminated as provided in this Agreement. The Customer acknowledges that the EBM Hardware cannot be operated without licensed EBM Software.

(b) *Termination.* Notwithstanding the provisions of paragraph 7(a) hereof, either party may terminate this agreement on sixty (60) days written notice to the other party. In the event of termination, Vendor shall be paid for the work completed and materials provided under this Agreement through the effective date of termination.
(c) **Effect of Termination.** Upon termination or expiration of the License, Customer shall, promptly cease using the EBM Software and EspressNet on the Purchased EBM and shall cease all use of SelfEspress.

8. **Responsibilities of Customer**

(a) **Press Statement.** Following execution of this Agreement, Customer and On Demand Books shall release a joint press statement publicly announcing the planned EBM installation. Such press statement shall be in a form and substance mutually agreed upon by Customer and On Demand Books.

(b) **Consumables.** Customer hereby assumes all costs associated with purchasing and replacing consumable materials used by the Purchased EBM, including, without limitation, paper, toner, glue, cover stock and glue carbon filters (the “Consumables”). Customer acknowledges that the use of unapproved Consumables may result in damage to the Purchased EBM and may adversely affect the quality of the books produced using the Purchased EBM. Customer therefore agrees to use only those Consumables approved for use with the EBM by On Demand Books, a list of which is set forth on Schedule B attached hereto. Customer understands and agrees that On Demand Books may update the list of approved Consumables from time to time, in its sole discretion, provided that any such updates shall be communicated to Customer in writing. Use of non-approved Consumables shall void the warranties set forth in Section 11 of this Agreement.

(c) **Information Technology Requirements.** Customer hereby agrees to implement and adhere to the listed requirements set forth in Schedule D attached hereto. The requirements are associated with operation of EspressNet software and content and with operation of the EBM. These include providing a dedicated IP address for the Purchased EBM and allowing ODB and its designated agents secure remote access to the Purchased EBM 24 hours a day, 7 days a week. Customer acknowledges that failure to meet any of these Information Technology Requirements may cause delays and/or failure with software and hardware installation, training, and operation. Customer understands and agrees that On Demand Books may update the list of Information Technology Requirements from time to time, in its sole discretion, provided that any such updates shall be communicated to Customer in writing.

(d) **Inspection of Records.** Customer shall keep complete, accurate, and verifiable records at its principal place of business showing all transactions using the Purchased EBM. On Demand Books or its duly authorized representatives shall have the right, upon reasonable advance notice of at least five (5) business days and during normal business hours, to inspect Customer’s books and records and all other documents and material in the possession of or under the control of Customer to the extent related to the Purchased EBM or the calculation of the EspressNet License Fees, in order to verify the accuracy of Customer’s reports.
to On Demand Books and the amount of EspressNet License Fees remitted by Customer to On Demand Books. On Demand Books shall have reasonable access thereto for such purposes and shall be permitted to make copies thereof. Any such entry and inspection shall be conducted at a time and in a manner as not to unreasonably interfere with Customer’s operation.

(e) **Compliance with Third Party Licenses.** Customer acknowledges that the Purchased EBM may contain third party components. Customer represents and warrants that it will comply with the terms of any and all licenses from the manufacturers of such third party components, including without limitation terms regarding use of embedded third party software.

9. **Remote Data Collection**

Customer agrees to configure its network in a manner that allows On Demand Books access to the EBM Software from the public Internet. Using this access, On Demand Books may automatically collect from the Purchased EBM, via electronic transmission to a secure off-site location, certain data used by On Demand Books or a designated servicer to support and service the Purchased EBM, or for On Demand Books billing, supplies replenishment or product improvement purposes. Automatically transmitted data may include, but is not limited to, transaction reports, product registration, meter read, supply level, EBM configuration and settings, software version, and problem/fault code data. All such data shall be transmitted in a secure manner specified by On Demand Books. Automatically transmitted data shall under no circumstances include personally identifiable information of users uploading User-Generated Content, and Customer shall expressly prohibit users from uploading such personally identifiable information to EspressNet.

10. **Intellectual Property Rights**

(a) **Title to the EBM IP.** Customer acknowledges that On Demand Books or its licensors are the owners of all right, title and interest in and to the EBM Software, EspressNet and SelfEspress, all prior and subsequent versions thereof, and all other intellectual property related to the EBM, including without limitation patents, designs, mask works, trademarks, know-how and other proprietary rights (collectively, the “EBM IP”), and that except as set forth in this Agreement, Customer shall obtain no right whatsoever in the EBM IP. On Demand Books shall have the right, in its sole discretion, to disclose, publish, and apply for and prosecute to issuance or grant, at its expense, under any applicable international laws or treaties, patent, copyright, design registration, or other intellectual property protection anywhere in the world, in connection with EBM IP. Customer agrees to use all commercially reasonable efforts and security precautions to protect the EBM IP from unauthorized access, reproduction or distribution.

(b) **No Reverse Engineering.** Customer shall not modify any of the EBM IP or
attempt to reverse engineer, disassemble, or decompile any EBM IP, translate or create any derivative works, compilations, or collective works related thereto, or apply any process, technique, defeat device, circumvention mechanism or procedure to ascertain or derive the source code to the EBM Software. If On Demand Books, in its sole discretion, elects to modify the EBM and EBM Software, or permit Customer to modify the Purchased EBM and EBM Software, Customer agrees that all such modifications, alterations, and enhancements of the EBM and EBM Software be become the sole and exclusive property of On Demand Books, and Customer shall neither own or acquire any right, title, or interest in or to such modifications, and further that Customer shall promptly execute and deliver, or cause to be executed and delivered, all applications, assignments, or other instruments, and shall perform, or cause to be performed, such acts as On Demand Books may deem necessary or advisable to perfect On Demand Books’ rights in such modifications, alterations and enhancements. Customer shall not use any other trademark, service mark, trade name, logo or symbol in connection with the EBM IP without the prior written consent of On Demand Books.

(c) Selection of Content. Except for the EspressNet Content made available to Customer via EspressNet pursuant to license agreements between On Demand Books and select content publishers and distributors, Customer acknowledges that On Demand Books is neither the owner nor the provider of any copyrighted materials which may be produced through Customer’s use of the Purchased EBM, and that, as between Customer and On Demand Books, Customer is solely responsible for the selection of all content, including copyrighted content, to be produced by the Purchased EBM, and securing all rights to use, produce, sell or distribute any User-Generated Content (as defined below), in connection with Customer’s Business as discussed in Section 2(d) below.

(d) Permission to Upload Copyrighted Works. Customer acknowledges that the EBM and/or the EBM Software can accept user-generated content, and that such user-generated content can be uploaded to EspressNet for distribution to and production on the Customer’s EBM and other EBM’s located around the world ("User-Generated Content"). Customer shall be solely responsible for ensuring that any User-Generated Content that is uploaded to EspressNet at Customer’s Facility and/or in connection with Customer’s Business may be used as contemplated herein and does not and will not infringe the rights of any copyright owner, authorized licensor or any other third party.

(e) Permission to Produce Copyrighted Works. Customer acknowledges that the EBM and/or the EBM Software can accept User-Generated Content, and that such User-Generated Content can be uploaded to EspressNet for distribution to and printing from other EBM’s located around the world. If Customer becomes aware or has reason to believe that any of the User-Generated Content uploaded to EspressNet using the Purchased EBM hereunder infringes on the proprietary rights of any third party, Customer shall promptly
notify On Demand Books.

(f) Notification of Infringement of Third Party Rights. With respect to User-Generated Content described in Section 10(d) above, if Customer becomes aware or has reason to believe that any of the User-Generated Content uploaded to EspressNet using the Purchased EBM infringes on the proprietary rights of any third party, Customer shall promptly notify On Demand Books.

11. Warranties, Limitations on Liability, Indemnification and Insurance

(a) Limited EBM Warranties. On Demand Books warrants and represents to Customer that, the Purchased EBM (excluding the Printers used in connection with the Purchased EBM set forth on Schedule A) shall be free from defects in materials and workmanship for a period of ninety (90) days following delivery of the Purchased EBM to Customer. In addition to the foregoing, On Demand Books will assign to Customer the benefit of any manufacturer’s or supplier’s warranty covering the Printers.

(b) Warranties of Customer. Customer represents and warrants that all uses of the Purchased EBM in connection with Customer’s Business shall be noninfringing, and further that all content uploaded to EspressNet at Customer’s Facility and/or in connection with Customer’s Business may be used as contemplated herein and does not and will not infringe the rights of any copyright owner, authorized licensor or any other third party.

(b) Disclaimer of Other Warranties. except as otherwise expressly set forth in this section 11, On Demand Books makes no warranties, whether express or implied, concerning the EBM, the EBM software, EspressNet, SelfEspress or the underlying technology, without limiting the generality of the foregoing, except as otherwise expressly set forth in this section 11, the EBM, the EBM Software, EspressNet and SelfEspress are provided ‘as is, where is’, and on demand books specifically makes no warranties as to the quality of materials or workmanship or the conformity thereof to the provisions and specifications of any agreement or other document relating thereto. On Demand books does not warrant or represent that the customer’s use of the EBM, the EBM software, EspressNet or SelfEspress will be uninterrupted, error free or free of viruses. On demand books hereby expressly disclaims, and customer hereby waives, releases and renounces, all other warranties and claims express or implied, arising by law or otherwise, with respect to the EBM, the EBM software, EspressNet or SelfEspress or the underlying technology, including without limitation, (a) any claim that the ebm, the ebm software, espressnet or selfespress or any equipment delivered hereunder is free of any rightful claim of any third person by way of infringement or the like; (b) any implied warranty that the ebm, the ebm software or espressnet is merchantable or fit for a particular use or purpose; (c) any implied warranty arising from course of performance, course of dealing or usage of trade; and (d) any obligation, liability, right, claim or remedy for loss of
or damage to the purchased EBM, for loss of use, revenue or profit with respect to the Purchased EBM, the EBM Software, EspressNet or SelfEspress or for any other indirect, incidental, special, consequential or punitive damages, even if on demand books has been notified of the possibility of such damages.

(d) **Indemnification.** Customer agrees to indemnify, defend and hold harmless On Demand Books and its members, directors, officers, employees, agents, subsidiaries, affiliates, successors and assigns from any and all claims, liability, cost, expense, loss, judgment, penalty or damages (including reasonable attorneys’ fees) arising out of, relating to or in connection with: (i) the negligence or willful misconduct of Customer, (ii) a breach of Customer’s representations and warranties herein, or (iii) an act or omission pursuant to or in breach of this Agreement by Customer, its officers, directors, agents, employees, distributors and manufacturers, including, but not limited to, a claim or suit involving an allegation that use of the Purchased EBM, the EBM Software, EspressNet or SelfEspress in connection with Customer’s Business infringes any copyright or similar proprietary right of any third party or that any user-generated content uploaded to EspressNet at the Customer’s Facility and/or in connection with the Customer’s Business infringes any copyright or similar proprietary right of any third party.

(e) **Limitation of Liability.** Under no circumstances shall On Demand Books or any of its subsidiaries or affiliates have any liability whatsoever for any punitive, special, indirect, incidental or consequential damages, including, but not limited to, loss of profit or revenue, loss of use, lost production, or consequential property damage; cost of capital; cost of replacement offerings; or claims resulting from contracts between customer and any third party.

(f) **Insurance.** During any period in which Customer is using the Purchased EBM, Customer agrees to maintain in full force and effect, at its sole cost and expense, commercial general liability insurance in an amount not less than $1,000,000 per occurrence naming On Demand Books as an additional insured.

12. **General Terms**

(a) **Remote Access.** Customer agrees to configure its network in a manner that allows On Demand Books access to the EBM Software from the public Internet. Using this access, On Demand Books may automatically collect from the Purchased EBM, via electronic transmission to a secure off-site location, certain data used by On Demand Books or a designated servicer to support and service the Purchased EBM, or for On Demand Books billing, supplies replenishment or product improvement purposes. Automatically transmitted data may include, but is not limited to, transaction reports, product registration, meter read, supply level, EBM configuration and settings, software version, and problem/fault code data. All such data shall be transmitted in a secure manner specified by On Demand Books. Automatically transmitted data shall under no circumstances
include personally identifiable information of users uploading User-Generated Content, and Customer shall expressly prohibit users from uploading such personally identifiable information to EspressNet.

(b) **Website Integration.** Customer agrees to configure its website in a manner that allows Customer’s website to fully integrate with On Demand Books’ website functionality in accordance with On Demand Books’ API and any other specifications provided to Customer by On Demand Books from time to time. Customer shall use its commercially reasonable efforts to cause integration to be completed within ninety (90) days following the effective date of this Agreement, but in no event shall such integration take longer than one hundred eighty (180) days to complete.

(c) **Waiver.** No waiver by any party hereto at any time of any breach by any other party hereto of, or compliance with, any condition or provision of this Agreement to be performed by such other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time. No waiver of any provision of this Agreement shall be implied from any course of dealing between or among the parties hereto or from any failure by any party hereto to assert its rights hereunder on any occasion or series of occasions.

(d) **Assignment.** Neither party shall assign this Agreement or any interest in the Agreement, the Purchased EBM or the Customer’s license to use the EBM Software or access EspressNet or SelfEspress without the express written consent of the other party. Any attempted assignment in violation of this provision shall be void and of no effect.

(e) **Entire Agreement.** This Agreement together with Schedules A, B, C and D and Exhibits A and B attached hereto constitutes the entire understanding between the parties with respect to the subject matter of the Agreement, superseding all negotiations, prior discussions and preliminary agreements. This Agreement has been drafted in English and shall be interpreted as written in the English language, as commonly understood in the United States. In the event of any discrepancy between the English version of this Agreement and any foreign language translation thereof, the English version shall prevail. All notices, communications, correspondence, orders and confirmations shall be transmitted in the English language. All monetary calculations, determinations, pricing and payments shall be made in United States Dollars. All reference to “Dollars” and/or “$” shall mean the lawful currency of the United States of America, unless the currency of another country is explicitly provided for in such reference.

(f) **Governing Law.** This Agreement and all rights and duties of the parties shall be governed by and construed in accordance with the internal substantive laws of the State of California without regard to the conflict of law principles thereof,

(g) **Savings Clause.** If any provision of this Agreement or the application of any provision to any party or circumstance is held invalid or unenforceable, the remainder of this Agreement shall remain valid and in full force and effect.

[Remainder of page intentionally left blank; signature page follows]
IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their respective, duly authorized representatives.

**BOARD OF LIBRARY COMMISSIONERS**

By __________________________
BICH NGOC CAO
President

Date __________________________

**ON DEMAND BOOKS, LLC**

By __________________________

Date __________________________

**APPROVED AS TO FORM:**

MICHAEL N. FEUER, City Attorney

By __________________________
ARLETTA MARIA BRIMSEY
Deputy City Attorney

Date __________________________

**ATTEST:**

By __________________________
RAQUEL BORDEN
Executive Assistant

Date __________________________

**ATTEST:**

HOLLY L. WOLCOTT, CITY CLERK

By __________________________
Deputy City Clerk

Date __________________________
## SCHEDULE A

<table>
<thead>
<tr>
<th>Item</th>
<th>Quantity</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>EBM: Espresso Book Machine</strong></td>
<td>1</td>
<td>USD $85,000</td>
</tr>
<tr>
<td><strong>Printer:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Book Block Printer*</td>
<td></td>
<td>not included</td>
</tr>
<tr>
<td>Epson Stylus Photo R1900 Ink Jet Printer</td>
<td>1</td>
<td>Included</td>
</tr>
<tr>
<td><strong>EspressNet License Fee (3 Years)</strong></td>
<td>1</td>
<td>$17,000</td>
</tr>
<tr>
<td><strong>Crating, Installation, Set-up:</strong></td>
<td>1</td>
<td>$5,000</td>
</tr>
<tr>
<td>Shipping, unpacking, installation and setting up (estimate)</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Other Charges:</strong></td>
<td>1</td>
<td>$5,000</td>
</tr>
<tr>
<td>Training, travel, accommodations, incidentals (estimate)</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL:</strong></td>
<td></td>
<td>$112,000</td>
</tr>
</tbody>
</table>

* On Demand Books will not provide support or maintenance for the Book Block Printer, although such support and maintenance services may be available from the Printers’ respective manufacturer.
## SCHEDULE B

**Approved Consumables**

<table>
<thead>
<tr>
<th>Item</th>
<th>Details</th>
<th>Contact</th>
</tr>
</thead>
<tbody>
<tr>
<td>Book-block paper</td>
<td>20 lb or 24 lb only, white or crème-colored only</td>
<td>n/a</td>
</tr>
<tr>
<td>Cover stock</td>
<td>Colorlok commercial proofing base satin 11” x 17” 10mil #5397045</td>
<td>Chris Crawford, Xpedx</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Phone 585-581-4256</td>
</tr>
<tr>
<td>Cool-melt binding glue</td>
<td>Item #34-680C Cool Bind #2010 in natural, which should be heated at</td>
<td>Lanco Adhesives Inc., Ginesi Industrial</td>
</tr>
<tr>
<td></td>
<td>275°F/135°C.</td>
<td>Park, 1723 Ginesi Drive, Freehold</td>
</tr>
<tr>
<td></td>
<td></td>
<td>TWP, NJ 07728-8851</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Phone: 732-303-0100</td>
</tr>
</tbody>
</table>
SCHEDULE C
ESPRESSO BOOK MACHINE ® SERVICE AGREEMENT

This Agreement, effective this _____ of __________, 20____, made and entered into by and between On Demand Books, LLC, hereinafter called "Service Provider" and __, hereinafter called "Customer".

SERVICE PROVIDER:

Address: Phone:
Fax: Contact:

LOS ANGELES PUBLIC LIBRARY

Address: Phone:
Fax: Contact:

WITNESSETH:

1. Customer, for the full, complete and faithful performance of this Agreement, agrees to pay Service Provider in accordance with the rates and prices as stated herein.

2. Equipment Covered by this Agreement (the "Equipment"):

<table>
<thead>
<tr>
<th>Description</th>
<th>Model Number</th>
<th>Serial Number</th>
</tr>
</thead>
</table>

3. Equipment Not Covered by this Agreement:
This agreement does not cover the book-block printer.

4. Place of Service: The Equipment is to be serviced at permanent installation location.
Central Library
630 W. 5th Street
Los Angeles, CA 90071

5. Term:
36 months from date of installation of equipment.
6. **Rates for Service Plans:**

a. **Basic Service Plan:** A non-refundable fee of $600.00 per month billed monthly or $6,840.00 billed annually plus any applicable taxes ("Basic Rate"), plus reimbursement for reasonable out-of-pocket travel, food and lodging costs for each call.

b. **Time and Materials Plan:** Will be billed at Service Provider’s current regular hourly rates (as listed in Exhibit B) plus material costs (Service Provider’s current list price, plus any freight, transportation and taxes, F.O.B. location) and reimbursement for reasonable out-of-pocket travel, food and lodging costs for each call.

c. **Rate for Service Due to Customer’s abuse, mishandling or improper operation of the Equipment:** Will be billed at Service Provider’s current regular hourly rate (as listed in Exhibit B) plus material costs and reimbursement for reasonable out-of-pocket travel, food, and lodging costs for each call.

7. **Basic Service Plan Provisions:** Service Provider agrees to provide the following services on the Equipment:

   Parts and Labor needed to ensure the Equipment is in proper working order.
   Includes up to two blade changes per twelve (12) month contract. Blade and blade sharpening service is to be provided by Customer.

   Service may be reasonably delayed for weather or other causes beyond Service Provider’s control. All labor for inspection, cleaning of mechanical parts, adjustment, or labor incurred in the replacement of parts due to normal use and wear is included in the Basic Rate. Labor involved in repairing damage due to abuse, mishandling, or improper operation of the Equipment will be charged at Service Provider’s regular current rates as provided in paragraph 6(c) of this Agreement. This Agreement does not include: consumable items (paper, toner, ink cartridges, etc.), copier, cover printer, replacement blades, or any blade sharpening costs.

8. **Customer’s Duties:** Customer acknowledges that it has had an opportunity to inspect the Equipment and acknowledges that it is in good operating condition and, when received from Service Provider, the Equipment was in good working order, and was in all aspects adequate, sufficient, and proper for the use for which it was intended. Customer acknowledges that it is its responsibility at its own expense to keep the Equipment in good, safe, and efficient working order, repair, condition, and in conformity with all federal, state and local laws and ordinances pertaining thereto. Customer agrees to use recommended consumables in accordance to the list provided at time of purchase. Customer will perform regular monthly preventative maintenance as set forth in Exhibit A. Customer shall not alter or modify the Equipment in any way or permit anyone to damage, deface, or remove it or any part thereof. Should the Equipment or any part thereof become other than as stated in the previous sentence, it is then the Customer’s responsibility to cease using the Equipment.
and promptly notify Service Provider. **Service Provider will be deemed to have no knowledge of such condition until notified by Customer in writing or via e-mail,** and will have no obligation to remedy such condition until Service Provider agrees in writing or via e-mail to remedy such condition.

9. **Service of Equipment:** The Customer agrees to maintain and use the Equipment in a safe and proper manner in conformity with all federal, state and local laws and ordinances, pertaining thereto. Should the Equipment or any part thereof become unsafe, in a state of disrepair, or not be in good operating condition, Customer shall immediately notify Service Provider and shall cease all operation of the Equipment or any part thereof until the same has been examined by Service Provider or by someone appointed by Service Provider. Service Provider shall have the right of free access to the equipment which is in the possession of Customer for the purpose of inspection and examination of said Equipment. **Service Provider shall have no responsibility, direction, or control over the manner of maintenance, use or operation of Equipment by the Customer, unless specifically retained for such additional service(s).** Customer acknowledges that Service Provider is not an agent of Customer for the purposes of any inspection, repair or maintenance.

10. **Performance of Services:** Service and inspection pursuant to this Agreement will be performed during normal working hours on days not designated for Service Provider’s employees as holidays. Services provided at other than those hours shall be billed at the rates as listed in Exhibit B. All Service work shall be done by personnel qualified and supervised by Service Provider.

11. **Limitation of Services:** Service Provider will not be under any obligation to make any overhauls, alterations, renewals or repairs except those integral to the normal use and proper operation of the Equipment as originally intended.

12. **Communication Systems:** Proper maintenance and servicing of a communications system and its operating condition is not to be the responsibility of Service Provider. Service Provider will, however, check its operation during inspections and report any noted problem in operation coming to its attention to the Customer.

13. **Indemnity and Hold Harmless:** **To the fullest extent permitted by law,** the Customer agrees to indemnify and hold Service Provider harmless, against claims, losses, actions, suits, proceedings, costs, expenses, damages, and liabilities (including but not limited to negligence, tort and strict liability) and any and all costs and expenses in connection therewith, including attorneys’ fees and costs, arising **out of, or connected with the maintenance, repair, inspection, use, and possession of the Equipment by Customer. It is not intended to indemnify Service Provider for its own negligence.** The parties agree to give each other prompt written notice of any and all such claims.

14. **Insurance:** As further provided herein, Customer agrees to be the absolute insurer of the Equipment, without limitation for all casualty risks, fire, and theft. Customer shall maintain General Liability or other similar insurance of not less than one million ($1,000,000) dollars per occurrence, naming Service Provider as an additional insured, so as to protect Service
Provider from claims which may arise out of or result from the operation, use, maintenance, and ownership of the Equipment. Said coverage to include but not be limited to: (a) claims for damages because of bodily injury or death of any person; (b) claims for damages insured by personal injury liability coverage; (c) claims for damages because of injury to or destruction of property, including loss of use therefrom; and (d) claims for damages due to Service Provider’s status as an agent of Customer. The Insurance naming Service Provider as an additional insured shall be endorsed so that it is primary insurance and that any other insurance providing coverage to Service Provider is in excess to the insurance provided by Customer.

15. Disclaimer of Warranty for Products Not Manufactured by Service Provider: By executing this agreement, service provider has not made and does not make, to customer or others generally, any representation, warranty or covenant, express or implied, with respect to the equipment, nor with respect to the equipment’s manufacture, design, condition, durability, suitability, fitness for use, or merchantability, and service provider shall not be responsible for any patent or latent defects therein, or any damages whether actual, special, consequential or incidental arising therefrom. does this apply to parts acquired by On Demand books for espresso book machine or 3rd party service providers?

16. Limitation on Liability. In no event shall Service Provider have any liability to Customer for any indirect, incidental, special, punitive or consequential damages, (such as loss of profits or revenue, loss of use or lost production) arising out of the performance of this Agreement, even if Service Provider has been notified of the possibility of such damages.

17. Entire and Binding Agreement: Related to the subject matter hereof, this Agreement shall constitute the entire agreement between the parties, and all prior representations whether written or verbal are merged herein. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto, provided that this Agreement shall not be assigned by either party without written consent of the other party.

18. No Waiver: No Employee or agent of the parties shall have authority to delete or waive any of the provisions of this Agreement.

19. Payment Terms: Payment of amounts invoiced by Service Provider is due from Customer, upon receipt of the invoice. Unpaid invoiced amounts become delinquent the 31st day after invoice. A late charge of 1.5% per month determined daily from the date of the invoice, will be due Service Provider on invoices not paid within thirty (30) days of the invoice date, and in the event of such a default all costs of collections, including reasonable attorneys’ fees, will be paid to Service Provider by Customer. Service Provider reserves the right to refuse service if Customer has outstanding balances due Service Provider.

20. Applicable Law / Dispute Resolution: This Agreement shall be governed by and construed under the laws of the State of California. Service Provider may choose to apply the laws of a different State for different provisions or issues which may arise out of this Agreement.

21. Waiver of Subrogation: The Parties do hereby agree to waive any right of action against the
other in contribution, indemnification or otherwise to the extent that the party seeking such right of action has been or can be reimbursed by insurance. To the extent required, each party will insure that their respective insurance policies contain provisions permitting this waiver of subrogation.
EXHIBIT A

Customer Required Regular Monthly Preventative Maintenance

Required Monthly Preventative Maintenance:

a. Empty and Clean Glue Pot: Clean glue pot by heating glue to operating temperature. The old glue can be removed by removing the plug at the bottom of the pot and draining the glue into an appropriate insulated container or by running the glue stir motor and scraping the glue off of the stir drum with a metal spoon into an appropriate insulated container. Use extreme caution: the glue is extremely hot.

b. Clean the glue pot linear glide track/slide track. These items should be residue free. Use Goo-Gone or petrol chemical cleaner. **Do not use anything with silicone (such as WD-40) as it is detrimental to the machine.** Lightly lubricate with light machine oil such as “3 in 1” oil.

c. Keep the ball screws in the glue pot glide track adequately lubricated with light machine oil, such as “3 in 1” oil.

d. Lubricate the ball screws on the shear with light machine oil, such as “3 in 1” oil.

e. Check compressor tank for moisture accumulation by opening the valve and placing a cup underneath to catch any moisture. If moisture is present, the valve will blow water. Continue to drain until the water empties, then close valve.

f. Empty water trap on air compressor.

g. Empty oil trap on air compressor.

h. Check the oil level on the compressor via the oil bubble. The oil level should be at least ½ ways up the bubble. If not, add oil via the fill tube on the side of the compressor. Use the provided bottle of compressor oil or any compressor oil, such as Campbell Hausfeld. **Do not overfill:** the fill level should be between ½ and ¾ of the bubble.

i. Dust the sensor eyes on the cover feed.
EXHIBIT B
TIME AND MATERIALS PLAN

On Demand Books Hourly Service Rates – Effective as of January 1, 2011

Hourly Service Rate Schedule:

Time

Monday through Friday, first 8 hours per day $115.00/Hour
Over 8 hours or after 5:00 PM $172.50/Hour
Saturday, first 8 hours per day $172.50/Hour
Saturday over 8 hours or after 5:00 PM $230.00/Hour
Sunday & Holiday $230.00/Hour
Travel Time $65.00/Hour
Travel Saturday and Overtime $97.50/Hour
Travel Sunday and Holidays $130.00/Hour
Monday through Friday Hold Time (Max. 8 Hours/day) $115.00/Hour
Saturday and Sunday Hold Time (Max. 8 Hours/day) $172.50/Hour
Shop Rate for Repairs $75.00/Hour

Notes

- Time starts when service technician departs for service visit.
- Overtime begins after 5:00 PM, regardless of time spent at Customer’s site.
- A minimum of 2 hours chargeable time is required for all service calls.
- Travel time is considered chargeable time.
- Service rates are per service person.
### Specifications for EspressNet and EBM Operation:

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>ODB or its delegates need access to one of the EBM’s dedicated IP addresses 24 hours a day, 7 days a week for purposes of catalogue updating, service, and support.</td>
</tr>
<tr>
<td>2.</td>
<td>The customer must provide ODB with this static address. Inbound (to the EBM) communications must be enabled on ports 22 (ssh), 5900 (vnc), 18245 and 18246 (GE-Fanuc).</td>
</tr>
<tr>
<td>3.</td>
<td>The network needs to go out on port 80 and port 443.</td>
</tr>
<tr>
<td>4.</td>
<td>The computer portion of the EBM should be left on at all times (provided reasonable needs to restart, shut down, etc.).</td>
</tr>
<tr>
<td>5.</td>
<td>The network download speed should be 10 Mbps or better.</td>
</tr>
<tr>
<td>6.</td>
<td>If the customer is integrating their web site against ODB’s book searching and ordering API, the customer’s web server IP (or IP range) must be supplied for whitelisting with both ODB and Google. If the customer wishes to whitelist a constrained set of IP addresses from which communications will be allowed through to the EBM, they must provide a contact for managing and updating these whitelist addresses. Current originating IP addresses include: 174.37.200.192 (dev.odbnetwork.com), 68.33.35.220 (sigvaldason.homeip.net), 66.193.22.249 (DTE.)</td>
</tr>
</tbody>
</table>
BOARDS OF LIBRARY COMMISSIONERS

MATTERS PENDING

January 10, 2019

SUBJECT

1. NONE.

DATE ITEM WILL BE ON THE AGENDA

TBD

COMMISSIONERS' OVERSIGHT RESPONSIBILITY

Library Foundation of Los Angeles Board
Mai Lassiter, Board Member
Kathryn Eidmann, Board Member

Media Marketing Ad Hoc Committee
Bich Ngoc Cao, President
Mai Lassiter, Board Member

Board Policies & Procedures Committee
Chair: Vacant
Member: Vacant