

**LOS ANGELES PUBLIC LIBRARY
BOARD REPORT**

July 9, 2026

TO: Board of Library Commissioners

FROM: John F. Szabo, City Librarian

SUBJECT: **APPROVAL OF AGREEMENT WITH NEWSBANK, INC FOR THE
PURCHASE OF A PERPETUAL LICENSE FOR THE LOS ANGELES
HERALD EXAMINER 1873-1989**

A. RECOMMENDATIONS:

THAT the Board of Library Commissioners (Board):

1. Approve the agreement with NewsBank, Inc for the purchase of a perpetual license, substantially in the form on file, for the digitized collection of Los Angeles Herald Examiner 1873-1989.
2. Authorize the City Librarian or his designee to execute the license upon completion of all required approvals.
3. Adopt the attached Resolution regarding the execution of the perpetual license agreement between the Library and NewsBank, Inc.
4. Authorize the City Librarian and the City Attorney to make technical and clerical corrections, if needed, to the license.

B. BACKGROUND:

1. In May 2025, the Library began a temporary trial period with NewsBank, Inc. for access to the digitized collection of the Los Angeles Herald Examiner 1873-1989. This collection consists of over four million digitized pages of the now-defunct Los Angeles Herald Examiner newspaper. Library staff has found the quality of and breadth of the collection invaluable and wishes to maintain access.
2. Full access to this digitized collection is only available through the purchase of a perpetual license from NewsBank, Inc. The perpetual license allows the Library to download a local copy of the collection ensuring future access to the collection in perpetuity.
3. The perpetual license agreement fee consists of five annual payments of \$81,229.45, totaling \$406,147.26.

4. Staff recommends that the Board approve the purchase of a perpetual license from NewsBank, Inc. for the Los Angeles Herald Examiner 1873-1989 collection.
5. The license has been reviewed by the City Attorney and is ready to be transmitted to City Council for final approval and processing.

Attachments

Project Manager: Jene Brown, Director of Emerging Technologies and Collections

Prepared by: Emily Wooten, Management Analyst

Reviewed by: Claudia Aguilar, Acting Business Manager
Susan Broman, Assistant City Librarian

LIBRARY RESOLUTION NO. 2026-XX (C-XX)

WHEREAS, The Library entered a trial access period with NewsBank, Inc. for access to the digitized Los Angeles Herald Examiner 1873-1989 collection in May 2025; and

WHEREAS, The Library, satisfied with the quality of and breadth of content, now wishes to purchase a perpetual license for permanent access to the collection;

THEREFORE, BE IT RESOLVED, That the Board approves the execution of the perpetual license agreement between the Library and NewsBank, Inc.

FURTHER RESOLVED, That the Board hereby authorizes the City Librarian and the City Attorney to make technical and clerical corrections as deemed necessary.

This is a true copy:



NewsBank License Agreement for Subscription & Perpetual License Sales

1. Parties, Acceptance, Master Terms for all Products

- a. This license agreement ("License") is between the institution named below, as licensee ("Customer") and NewsBank, inc., a Delaware corporation having its principal place of business at 5801 Pelican Bay Boulevard, Suite 600, Naples, Florida 34108 ("NewsBank"), as licensor. This License shall become effective when NewsBank receives a copy of this License signed by Customer (the "Effective Date") and shall also apply from the time when Customer first received access to any Product regardless of date. For purposes of this License, delivery includes either shipment of physical goods or access by electronic means.
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2. Products

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 - i. For Authentication by Customer: Authorized Users must access the Products only through the server or network located at the Licensed Site and Customer's server or network must have adequate security to allow access to the remote access account setup by NewsBank only by Authorized Users.
 - OR**
 - ii. For Authentication by NewsBank: Authorized Users must access the Products only through user authentication programs made available to Customer by NewsBank.

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organization.

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- b. Perpetual License: If Customer pays a one-time fee for a perpetual license defined in the Order Document for the relevant Product, except for termination for cause, NewsBank grants to Customer a nonexclusive, royalty-free, perpetual license to such Product, provided that the parties shall have agreed on fees for such use pursuant to an Order Document and such fees have been paid. Such use shall be in accordance with the provisions of this License. In connection with a perpetual license, the Customer shall have the following archival copy options provided Customer has not breached the terms of this License:
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- b. NewsBank’s principal place of business, where legal notices must be sent, and where this contract is formed and all services will be deemed performed, is 5801 Pelican Bay Boulevard, Suite 600, Naples, Florida 34108. Customer and NewsBank will accept service of process of any complaint by certified United States postal mail or its domestic or foreign equivalent.

NewsBank Customer	NewsBank, inc.
Institution: _____	
Authorized by:	Authorized by:
Name: _____	Name: <u>John McDowell</u>
Title: _____	Title: <u>Senior Vice President</u>
Signature: _____	Employee Signature: _____
Date: _____	Date: _____

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397 Main Street, P.O. Box 1130
Chester, VT USA 05134
Toll Free: (800) 243-7694
Fax: (800) 875-2904
custservice@newsbank.com

Invoice #: RTPRO311226
Customer Number: 51254
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Bill To:

Los Angeles Public Library
Catherine Royalty
630 W Fifth Street
Los Angeles, CA 90071

Ship To:

Los Angeles Public Library
Catherine Royalty
630 W Fifth Street
Los Angeles, CA 90071

Proforma Invoice Date	Due Date	Salesperson	Ship Via
February 27, 2026	September 30, 2026		Internet
Description of Product		Quantity	Amount
- Los Angeles Herald Examiner 1873-1989 - Perpetual license.		1	\$406,147.26
Licensed sites to include all branch libraries and Central Library			
Option 1 - One-time payment: \$402,126.			
Option 2 - Total Payment Plan: \$406,147.26 – Payment due date TBD.			
Year 1 - \$81,229.45			
Year 2 - \$81,229.45			
Year 3 - \$81,229.45			
Year 4 - \$81,229.45			
Year 5 - \$81,229.45			
Signature shows intent to buy with first invoice sent upon mutual agreement between Customer and NewsBank. Customer reserves the right to pay the balance due at any time without penalty and avoid future finance charges if funding becomes available.			
Signature _____			
Date _____			