



M E M O R A N D U M

City of Thousand Oaks • Thousand Oaks, California

Library

TO: Scott Mitnick, City Manager

FROM: Stephen R. Brogden, Library Services Director

DATE: March 6, 2012

SUBJECT: **Fourth Amendment to Contract Number 5641-2002 between the City of Thousand Oaks and Innovative Interfaces, Inc.**

RECOMMENDATION:

1. Approve Fourth Amendment to contract #5641-2002 increasing compensation to Innovative Interfaces, Inc. for additional hardware and software by \$56,087.50 payable in three annual installments of 25%, 25% and 50% over specified schedule and raising the not-to-exceed amount to \$603,363.00
2. Authorized expenditure not to exceed \$56,087.50 for FY 2011-2012 through FY 2013-2014 as follows:
 - a. \$ 5,500.00 from A/C # 110-7330-673-4114 and \$ 8,250.00 from A/C # 110-7330-673-4300 (Computer Hardware Maintenance) in FY 2011-2012, to pay for the first installment of the project.
 - b. \$ 6,587.50 from A/C # 110-7330-673-4114 and \$ 8,250.00 from A/C # 110-7330-673-4300 (Computer Hardware Maintenance) in FY 2012-13, to pay for the second installment of this project.
 - c. \$11,000.00 from A/C # 110-7730-673-4114 and \$16,500.00 from A/C # 110-7330-673-4300 (Computer Hardware Maintenance) in FY 2013-2014 to pay for the third installment of the project.

FINANCIAL IMPACT:

No Additional Funding Requested. \$13,750 and \$14,838 are included in the adopted FY 2011-12 and 2012-13 Library Fund Budgets. \$27,500 will be requested from the Library Fund during the next biennial budget process.

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BACKGROUND:

The Library purchased the Innovative Interfaces Millennium Integrated Library System (ILS) in 2002, at a cost of \$391,500. The Agreement has since been modified three times. The First amendment to the contract on July 8, 2008 added the Encore Discovery platform with real time holdings and status information for print and e-resources. The not-to-exceed amount was raised to \$449,962.50.

The Second Amendment on January 12, 2010 added five licenses known as SIP2 licenses that allow for communication between library computer systems and library self-service applications, Quick Click and EDIFACT to streamline technical services processes, replaced an obsolete database server and the Telephone Notification System and authorized purchase of extra services up to \$5000.00. The not-to-exceed amount was raised to \$532,925.

The contract was amended for a third time in June 2010 to add the ability for self-check machines to handle fines and fees, and to switch over the book jacket and review content subscription from Syndetics to Content Café. The not-to-exceed amount was raised to \$547,275.50.

The Millennium Integrated Library System supports the full range of library transactions and services, including purchasing and processing of materials. A variety of hardware and software products are necessary to support library operations. These products are designed, upgraded and enhanced solely by Innovative Interfaces, Inc.

DISCUSSION/ANALYSIS:

Innovative Interfaces Inc. (III) has offered the Library a great cost saving opportunity to migrate out of the current proprietary Integrated Library System (ILS) database and into an open source, object-relational database management system PostgreSQL and Lucene keyword engine to provide more flexibility and easier 3rd party integration.

Workflow efficiency has become a key factor in many libraries. The new database architecture will make data more readily available for third-party and library-developed applications for circulation systems integration. It also facilitates interaction with web properties such as Google, Facebook and other social networking sites. It is designed to integrate resource management and offers enhanced e-resource/e-book support. The Sierra staff client is built on a new, unified architecture so that one client can be configured to offer all of the functionality required for a staff member to perform their duties across modules. This has potential savings on staff licenses in the future.

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This Fourth Amendment to the Agreement (Attachment #1) provides for a technology up-grade for the integrated library system, including a second server to run the two-servers Sierra platform. All modules and functions that are currently available in Millennium are available in Sierra to facilitate the migration and minimize changes in workflow. The one-time charge includes migration services to the new platform, as well as a software tune-up to ensure the core system is in line with Innovative's most current installations. As an early implementer, the Library will receive a total of 75,000 INN-Appreciation points to be used for software selected by the Library with no additional cost or future maintenance charges.

COUNCIL GOAL COMPLIANCE:

Meets Council Goal:

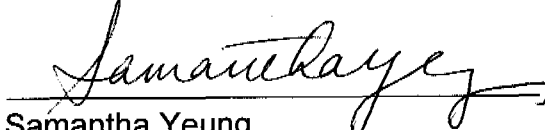
- F. Continue City's commitment to community and cultural programs and services (such as Performing Arts/Theatres, Libraries, TOTV, Visual Arts, Youth and Senior Programs).

Submitted by:



Stephen R. Brogden
Library Services Director

Prepared by:



Samantha Yeung
Library Division Manager

Attachment #1 – Fourth Amendment to the Innovative Interfaces Contract

LIB600-30/jlf/m:/main documents/administration/city tasks/contracts/Innovative – 4th amendment

Project Name: Service Enhancement for the Integrated Library System

**FOURTH AMENDMENT TO
THE AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF THOUSAND OAKS
AND
Innovative Interfaces, Inc.**

Contract No. 5641-2002

THIS FOURTH AMENDMENT to the Agreement for Professional Services entered into between the **CITY OF THOUSAND OAKS**, a municipal corporation, (hereafter "City") and **Innovative Interfaces Inc., a California corporation** ("Service Provider"), dated June 18, 2002 (herein "Contract") is made this 6th day of March, 2012.

RECITALS

A. The Contract, as previously amended on June 22, 2010, provides for the Service Provider to install and maintain an integrated library system, including software and hardware, servicing the Thousand Oaks community, Grant R. Brimhall Library and the Newbury Park Branch Library ("Scope of Services").

B. Sections 3.02 and 1.00 of the Contract provide that warranties, licenses, and services set forth under the Contract shall remain valid and in effect so long as the City maintains a valid maintenance agreement, and the City has maintained a valid maintenance agreement, the most recent agreement dated July 1, 2011 through June 30, 2012 ("Maintenance Agreement").

C. The Contract provides that software furnished and installed by Service Provider to support the integrated library system during the term of the Contract and any subsequent maintenance agreement shall be subject to the same terms and conditions of the Contract.

D. Schedule B of the Contract, currently, and as may have been previously amended, provides for a "not-to-exceed" total payment (excluding costs associated with annual maintenance agreements) as consideration to Service Provider of \$547,275.50 as amended on June 22, 2010, for providing, installing and maintaining the integrated library system.

E. Schedule B of the Contract, currently, and as may have been previously amended, provides for a payment schedule.

F. City is in need of expanding the Scope of Services to be performed by

the Service Provider to include the following:

- 1) **Software:** update database technology and migrate the integrated library system from the proprietary Millennium system to the Sierra service platform running on an open source PostgreSQL database management system.
- 2) **Hardware:** add one database server to support the Sierra platform and repurpose the current server as an application server.
- 3) **Service Provider to award City 75,000 Inn-Appreciation points,** a reward given to longtime customers and early adopters of the Sierra platform, that may be used toward selected products without incurring additional maintenance cost.

AGREEMENT TO AMEND

NOW, THEREFORE, the undersigned parties to Contract agree to amend Contract as described below:

Part 1. Schedule A of the Contract is hereby amended to include the following:

- 1) Purchase one database server running PostgreSQL, Lucene indexing engine and Sierra software.
- 2) Provide project management for the data profiling, server installation, server migration and data migration of the library database, moving the database from the proprietary Innovative database management system to the open source PostgreSQL based Sierra platform with full Millennium functions available in the new Sierra platform.
- 3) 75,000 Inn-Appreciation points towards selected products without incurring additional maintenance cost.
- 4) WebEx training sessions

Part 2. The sum of **\$56,087.50**, taxes included, is added as compensation to Consultant under the present Contract for the above-described additional services, and Schedule B of the Contract is hereby amended to read in its entirety as follows:

(a) **Maximum and Rate** The total compensation payable to Consultant by

City for the services under this Agreement **SHALL NOT EXCEED** the sum of \$603,363.00.

Payment shall be earned as the work progresses and according to the following Payment Schedule:

TOTAL Migration cost: \$56,087.50

Payment due upon signing in March 2012	\$13,750.00	25%
Payment due within or prior to June 2013 (including tax for hardware and hardware maintenance)	\$14,837.50	25%
Payment due within or prior to June 2014	\$27,500.00	50%

Installation must be completed before June 30, 2014.

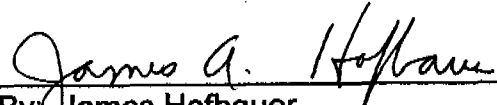
Part 3. The additional services shall be subject to the terms and conditions of the existing Maintenance Agreement, and any subsequently executed maintenance agreements between City and Service Provider.


Part 4. Software added through INN-Appreciation points shall be subject to the terms and conditions of the existing Maintenance Agreement, and any subsequently executed maintenance agreements between City and Service Provider and will not be subject to any additional maintenance charges.

Part 5. All terms used in Part 1 through 4 above shall have the meanings ascribed thereto in Contract. Except as amended in Part 1 and 2 above, all other sections, terms, obligations, duties, clauses and provisions of Contract shall remain the same.

IN WITNESS WHEREOF, the parties execute this Fourth Amendment to the Contract as of the date set forth above.

SERVICE PROVIDER


By: James Hofbauer
Title: Chief Financial Officer


By: Hilary Newman
Title: Vice President, Implementation Services

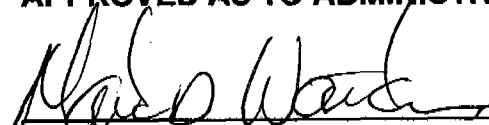
CITY OF THOUSAND OAKS

Jacqui V. Irwin, Mayor

ATTEST:

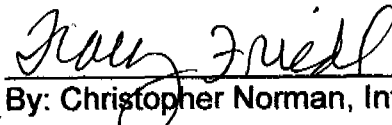
Linda D. Lawrence, City Clerk

APPROVED AS TO ADMINISTRATION:

for 

Scott Mitnick, City Manager

APPROVED AS TO FORM:
Office of the City Attorney

for 

By: Christopher Norman, Interim City Attorney