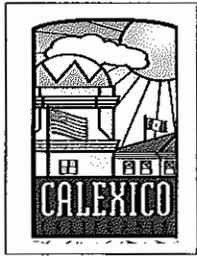


AGENDA
ITEM

12



AGENDA STAFF REPORT

DATE: November 6, 2019

TO: Mayor and City Council

APPROVED BY: David Dale, City Manager *DD*

PREPARED BY: Lizeth Legaspi, Acting City Librarian *ll*

SUBJECT: Authorize City Manager to Sign Change Order for Library Software Migration

=====

Recommendation:

Authorize City Manager to sign a change order to allow a third hardware migration for the Library Information System.

Background:

The Camarena Memorial Library's Information System is going to be upgraded to an off-site server. Innovative Interfaces has determined that a third hardware migration is needed to allow the server to be upgraded to CentOS7

Discussion & Analysis:

The Camarena Memorial Library will be upgrading its library information system to Sierra which is a Cloud based system.

Fiscal Impact:

None

Coordinated With:

None

Attachment:

1. Change order form
2. Pricing exhibit
3. Master Professional Services Agreement



INNOVATIVE INTERFACES INCORPORATED

CHANGE ORDER FORM

This Change Order Form ("Change Order") is made and entered into as of the last signature of the parties hereto (the "Effective Date"), by and between Innovative Interfaces Incorporated, a California corporation ("Innovative") and the Camarena Library/Calexico USD ("Client"). Capitalized terms not otherwise defined in the Change Order will have the meanings set forth in the Professional Services Agreement between the parties.

Whereas, Client and Innovative are parties to the Statement of Work made effective as of June 11, 2019; and

Whereas, the parties wish to amend the Statement of Work as set forth in the Change Order

Now, therefore, for good and valuable consideration and intending to be legally bound hereby, the parties agree to the following changes to the Statement of Work:

| |
|---|
| Project Scope of Services |
| The following changes are made to the Project Scope of Services: Additions <ul style="list-style-type: none">• Add a 3rd hardware migration to allow server to be migrated to CentOS 7 |
| Fees and Payment Terms |
| The following changes are made to the Fees and Payment Terms: <ul style="list-style-type: none">• Add EST-INC10880 |
| Innovative Services Team |
| The following changes are made to the Innovative Services Team: <ul style="list-style-type: none">• None |
| Client Implementation Team |
| The following changes are made to the Client Implementation Team: <ul style="list-style-type: none">• None |
| Implementation Assumptions |
| The following changes are made to the Implementation Assumptions: <ul style="list-style-type: none">• None |

[Signature Page Follows]

In Witness Whereof, each party has caused this Change Order to be executed by its duly authorized representatives.

AGREED:

Camarena Library/Calexico USD

Innovative Interfaces Incorporated

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Pricing Exhibit

Innovative Interfaces Incorporated
 1900 Powell St.
 Suite 400
 Emeryville CA 94608
 United States

Date 10/23/2019
 Quote # EST-INC10880

Payment Terms Net 30
 Sales Rep Michael Carney
 Technical Contact CU0154 Calexico Unified School Di...
 Site Code camar
 Expires 1/21/2020

Bill To
 Camarena Library/Calexico USD
 850 Encinas Ave.
 Calexico CA 92231
 United States

Ship To
 Camarena Library/Calexico USD
 850 Encinas Ave.
 Calexico CA 92231
 United States

Currency
 US Dollar

| Item | Item Category | Qty | Description | Options | Unit Price | Amount |
|--|---------------|-----|------------------------------|---------|------------|--------|
| Hardware Migration to Hosted (SW Only) | Services | 1 | Hardware Migration to Hosted | | 8,200.00 | 0.00 |

Total Fees US\$0.00

INNOVATIVE INTERFACES INCORPORATED
MASTER PROFESSIONAL SERVICES AGREEMENT

This Master Professional Services Agreement ("Services Agreement") is entered into by and between Innovative Interfaces Incorporated., a California corporation ("Innovative"), and the party identified as Client below ("Client"), as of the "Effective Date" also set forth below.

| | |
|-----------------------|---------------------------------------|
| Client | Camarena Library/Calexico USD |
| Address | 850 Encinas Ave. Calexico CA 92231 |
| Customer No. | CU0170 |
| Effective Date | June 11, 2019 |

1. **Definitions.**

- a. "GTCs" means the Innovative Interfaces Incorporated Master Professional Services Agreement General Terms and Conditions in effect as of the time of execution of this Master Professional Services Agreement, a copy of which can be found [here](#).

(<https://www.dropbox.com/s/kwxv1p4qsxtakyl/Innovative%20Interfaces%2C%20Inc.%20--%20Web%20Based%20PSA%20General%20Terms%20and%20Conditions%20%2805-01-2017%29.DOC?dl=0>).

- b. "SOW" means one or more Statements of Work attached as an exhibit hereto and executed by the parties hereto from time to time on or after the Effective Date.

2. **General.** Innovative and Client agree that this Services Agreement is a binding agreement between the parties and is governed by the GTCs, which are made a part hereof. This Services Agreement, the GTCs and all other exhibits, schedules and terms and conditions referenced by or in this Services Agreement or the GTCs together constitute the "Agreement." Client acknowledges and agrees that it has had the opportunity to review the Agreement, including without limitation, the GTCs, prior to the execution of this Agreement. Innovative recommends that Client print a copy of each component of this Agreement for Client's records. Unless otherwise specified, capitalized terms in this Services Agreement have the same meaning as those in the GTCs. This Agreement is governed by and interpreted in accordance with the internal substantive laws of New York, without regard to any other laws that would require the application of the laws of another jurisdiction. Application of the U.N. Convention on Contracts for the International Sale of Goods is hereby excluded.

EXHIBITS TO SERVICES AGREEMENT

| | |
|---|----------------------|
| A | Statement(s) of Work |
| B | Pricing Exhibit |

[Signature page follows]

In witness whereof, the parties have executed this Agreement by their duly authorized representatives as of the Effective Date.

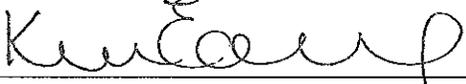
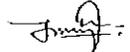
| | |
|---|---|
| Client | Innovative |
| Camarena Library/Calexico USD | Innovative Interfaces Incorporated |
| By:  | By:  |
| Name: Karla E Lobatos | Name: Akin Adekeye |
| Title: Finance Director | Title: VP & General Counsel |
| Date: 06/26/2019 | Date: Jun 28, 2019 |

Exhibit A
Statement of Work

[Statement of Work follows]



Statement of Work

This Statement of Work (the "SOW") dated June 11, 2019 is entered into pursuant to the Master Professional Services Agreement between Camarena Library/Calexico USD ("Client") and Innovative Interfaces Incorporated ("Innovative") effective as of June 11, 2019 (the "Agreement"). Innovative and Client may each be referred to as "Party" from time to time or collectively as "Parties".

A. Purpose of this Statement of Work

This SOW outlines the Professional Services that will be provided by Innovative in order to implement the Sierra Migration (migration of the client from Millennium to Sierra) and Success Bundle Upgrade under the Subscription License Agreement for Camarena Library/Calexico USD. The SOW provides an overview of the scope of the project and cost to complete the engagement based on Innovative's prior experience with similar projects and preliminary discussions with Client. The Client hereby acknowledges that the SOW is not meant to capture all detailed requirements but documents the high level requirements and implementation approach discussed and that additional detailed requirements discussions will be required to outline the full scope of work between the Parties.

B. Project Scope of Services

Innovative utilizes a structured Implementation Process to ensure smooth and successful completion of all Professional Services. The methodology incorporates all of the necessary components for a successful project including:

- Project planning and staffing
- Project planning templates (schedules, requirements documents, budgets, etc.)
- Industry best practices for system setup
- Client communications including project plans, status reports, and status meetings.
- Use of a client collaboration tool
- Techniques, tools, and deliverables to accelerate implementations
- Quality assurance & testing

The Scope of the project includes the following set of professional services:

1) *Hardware Migration to Hosted – 2 migrations: from SunOS 5.9 to CentOS 5 and from CentOS 5 to CentOS 6*

1. Phone and web-based pre-migration consultation, between the Innovative project team and the client's project team, to review configuration requirements for migration, establish timelines and responsibilities, and identify risks and appropriate mitigation strategies.
2. Remote review of system preparation and set-up
3. Remote review of system to ensure that all permissions and ownerships are transferred properly from legacy environment to the hosted environment
4. Full data migration of the Innovative software environment from legacy environment to hosted environment
5. Migration of user licenses from legacy environment to the hosted environment
6. Installation of auxiliary utilities, where needed to replicate functionality available in the legacy environment, or to facilitate migration
7. Testing of migrated environment to ensure stable migration
8. Monitoring of system, for a minimum of 48 hours post-migration, to ensure stable migration. In addition, both during, and after, this time emergency support is available



through standard product support channels. Monitoring of system, for a minimum of 48 hours post-migration, to ensure stable migration. In addition, both during, and after, this time emergency support is available through standard product support channels.

No work will be performed, on the client's production environment, without prior notification to, and approval from, the client. Work will be performed in pre-specified maintenance windows, as agreed upon in advance by the client and Innovative.

Any requested work, outside of the specifications listed above, will be quoted at an additional cost, and written approval must be provided by the client before work can proceed.

2) Sierra Migration

- a) **Support of our Sierra Success Team including a "single point of contact" to guide you through the migration**
 - i. Creation of project plan
 - ii. Team assignment, project and capacity planning
 - iii. Customer kickoff meeting
 - iv. Confirmed timeline
 - v. Tutorial resources and documentation provided
- b) **Server Prep: Technical setup of Sierra servers**
 - i. PM works with library to complete parameters sheet
 - ii. Innovative performs software upgrades as needed
 - iii. PM discusses Sierra system email configuration
- c) **Database Seeding: Conversion of existing Millennium data to Sierra data format**
 - i. If needed, Innovative updates WebPAC to WebPac Pro
 - ii. PM schedules data profiling meetings with Library
 - iii. Innovative begins seeding the Sierra Database
- d) **Sierra Preview: Access to Sierra admin and a read-only Sierra desktop app (SDA)**
 - i. Innovative completes Sierra configuration
 - ii. PM introduces Sierra Preview and Admin App
 - iii. PM helps ensure Admin and SDA are running as expected
 - iv. PM checks configuration in admin to ensure library is on track with User configuration tasks
- e) **Sierra Conversion ("Sierra Go-live")**
 - i. Upon notification that testing is completed and the Go Live date is approved, the Migration Team Runs Pre-Conversion Staging
 - ii. Innovative performs the final Sierra Conversion
 - iii. Innovative performs a check of modules before going live
 - iv. Library goes live with Sierra with Innovative Sierra Success team members standing by
 - v. Sierra migration team handles triage for one week before transitioning library to support team

3) Sierra Migration Training Package

Sierra Migration Training Package includes:

- Admin App/System Administration Webinar
- Sierra Overview Webinar



- Online workflow refresher training (12 hours)
- 1 seat in SQL Basics online workshop
- 1 seat in API overview webinar
- Consulting on Sierra functionality (up to 10 hours)

C. Fees and Payment Terms

Fees for Services delivered under this SOW will be charged on a fixed price basis as set forth in the Innovative Pricing Exhibit EST-INC9568 attached herewith. Payment terms for this SOW are as set forth in the Professional Services Agreement. This Statement of Work estimate is valid for 30 days. Any delays in deliverables that are attributable to the customer may result in additional Services fees.

D. Innovative Services Team

The Services Team will have the following resources available in support of this project:

- 1) **Project Manager:** Sierra Project Managers have years of project management experience, and have implemented library migrations for many libraries.
- 2) **Data Analyst:** The Data Analyst is responsible for creating, maintaining, and executing the scripts, and other software, required for migrating Millennium to the Sierra ILS database. All Sierra Data Analysts have extensive database skills, in-depth knowledge of MARC and other library data, and many years of experience in library migrations.
- 3) **Training Consultant:** Your consultant is selected based on their knowledge of the specific options that you will be implementing.
- 4) **System Engineers** work with the Library on ILS setup and configuration as well as installations.

E. Client Implementation Team

- 1) **Project Manager –** Works directly with the Services Team Project Manager to ensure that risks are mitigated, appropriate communications is achieved and milestones are met. Works with Services Team Project Manager to coordinate work plans, schedules, and teams' work. Will manage day-to-day operational aspects and ensure deliverables are met. Responsible for Project status reporting and Executive communications.
- 2) **Librarian Lead –** Works closely with Project Managers to ensure requirements are comprehensive and representative of the needs of the library. The Librarian Lead will coordinate with key members of the team as required.
- 3) **Technical Lead -** Will be responsible for assisting with Client responsibilities related to server access as well as any other system level duties required by Client

F. Implementation Assumptions

1. Client will have adequate resources available to ensure timely completion of any library tasks outlined in the project schedule including prompt acceptance of data migration.
2. The library role in the migration to Sierra includes the following:
 - a. Set up Users and Workflows
 - b. Workstation Preparation



- c. Staff Orientation
- d. Go Live

3. Timeline for the completion of this project will be established, through joint planning conversations between the client and Innovative during the initial stage of the project.
4. Client will provide a technical point of contact who is able to provide, or coordinate access to, necessary information and library resources. This includes information related to server access, collecting and providing any prerequisite information required to support installation and configuration of software, and other needs that may arise during the project.

IN WITNESS WHEREOF each party has caused this SOW to be executed by its duly authorized representatives.

AGREED:

| | |
|---|--|
| Client | Innovative |
| Camarena Library/Calexico USD | Innovative Interfaces Incorporated |
| By:  | By:  |
| Name: Renata E Lobatos | Name: Akin Adekeye |
| Title: Finance Director | Title: VP & General Counsel |
| Date: 06/26/2019 | Date: Jun 28, 2019 |

Exhibit B
Pricing Exhibit

Additional Terms:

1. **Fees.** All Fees, expenses and other amounts owed to Innovative must be paid to Innovative within 30 days following receipt of the invoice.
2. **Custom Pricing.** Client agrees to pay to Innovative the total fees due for EST-INC9568 in three (3) annual installments of \$5,700.00, for a total of \$17,100.00.

[Approved Quote follows]