

9. Amendments to an Agreement with Java Connections, LLC dba LaptopsAnytime for the Purchase and Installation of a New Laptop Dispenser Kiosk at the Future Delhi Library Branch, along with Hardware Support and Software Licensing for the Delhi Kiosk and Existing Newhope Library Kiosk (General Fund)

**Department(s):**

**Recommended Action:** Authorize the City Manager to execute two amendments to an agreement with Java Connections, LLC, dba LaptopsAnytime for the purchase and installation of a laptop dispenser kiosk at the future Delhi Branch Library, hardware support, and software licensing through September 30, 2026 for the Delhi and Newhope kiosks, increasing compensation by \$48,924.39, for a total not-to-exceed amount of \$76,548.25 (Agreement No. A-2024-XXX and A-2024-XXX).



**City of Santa Ana**  
**20 Civic Center Plaza, Santa Ana, CA 92701**  
**Staff Report**  
**July 16, 2024**

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**TOPIC:** Delhi and Newhope Libraries Laptop Kiosks

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**AGENDA TITLE**

Amendments to an Agreement with Java Connections, LLC dba LaptopsAnytime for the Purchase and Installation of a New Laptop Dispenser Kiosk at the Future Delhi Library Branch, along with Hardware Support and Software Licensing for the Delhi Kiosk and Existing Newhope Library Kiosk (General Fund)

**RECOMMENDED ACTION**

Authorize the City Manager to execute two amendments to an agreement with Java Connections, LLC, dba LaptopsAnytime for the purchase and installation of a laptop dispenser kiosk at the future Delhi Branch Library, hardware support, and software licensing through September 30, 2026 for the Delhi and Newhope kiosks, increasing compensation by \$48,924.39, for a total not-to-exceed amount of \$76,548.25 (Agreement No. A-2024-XXX and A-2024-XXX)

**GOVERNMENT CODE §84308 APPLIES:** Yes

**DISCUSSION**

On December 1, 2020, the City Council approved the purchase of two six-bay laptop dispenser kiosks for the Main Library and Newhope Branch Library. On May 30, 2023, the City Council approved an agreement to upgrade the existing six-bay kiosk at the Main Library to a 12-bay kiosk due to public demand.

The Library now needs to amend the agreement to purchase a 12-bay laptop dispenser kiosk for the new Delhi Branch Library, which is expected to be complete in early 2025. Additionally, the amendment will include kiosk hardware support and software licensing for the Delhi kiosk and the existing Newhope Library kiosk through September 30, 2026.

Having laptops available will provide Santa Ana youth and their families more opportunities to access the Internet on an electronic device inside the Library. With the self-service kiosks, library patrons are able to borrow laptops for in-house use to work on homework assignments, access the Library's electronic resources, conduct research over the Internet, or use other software such as Microsoft Office.

Upon checkout, the kiosks are able to authenticate patrons' library accounts through the Library's integrated library system (ILS) as well as take a photo of the patron using a built-in webcam for security purposes. Once a patron returns the laptop to the kiosk, the system automatically checks in the device, wipes any modifications or information saved by the patron using a software called Deep Freeze, and charges the device so it can be ready for the next checkout.

### **ENVIRONMENTAL IMPACT**

There is no environmental impact associated with this action.

### **FISCAL IMPACT**

Funds are available in the current Fiscal Year 2024-2025 as shown below. Any remaining balances not expended at the end of the fiscal year will be presented to City Council for approval of carryovers to FY 2025-26.

<b>Fiscal Year</b>	<b>Accounting Unit-Account #</b>	<b>Fund Description</b>	<b>Accounting Unit - Account Description</b>	<b>Amount</b>
FY 2024-2025	01111110-63001	General Fund	Library Admin – Misc. Operating Expenses	\$48,924.39

### **EXHIBIT(S)**

1. First Amendment to Kiosk Support Agreement
2. First Amendment to End-User License Agreement

Submitted By: Brian Sternberg, Executive Director of Library Services

Approved By: Alvaro Nuñez, Acting City Manager

**FIRST AMENDMENT TO KIOSK SUPPORT AGREEMENT WITH  
JAVA CONNECTIONS LLC DBA LAPTOPSANYTIME  
LAPTOP RENTAL KIOSKS FOR THE SANTA ANA LIBRARY**

THIS FIRST AMENDMENT to the above-referenced agreement is entered into on July 16, 2024, by and between Java Connections LLC, a Texas corporation dba LaptopsAnytime (“Contractor”), and the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California (“City”).

**RECITALS**

- A. The parties entered into Agreement No. A-2020-249AA (“Kiosk Support Agreement”) dated July 1, 2023, for Contractor to provide laptop rental kiosks and related software support services for City Library locations.
- B. The Agreement was executed on July 1, 2023 for a term of two (2) years, however, due to initial delays, the parties agreed to an expiration date of September 30, 2026. Therefore, the agreement is in full force and effect until September 30, 2026.
- C. Because the City’s Library is expanding to another location at the Delhi Center, the parties now wish to amend the Agreement to expand the scope and increase compensation.

**The Parties therefore agree:**

- 1. **Section 1.3, Service Plan**, is hereby amended to also include Exhibit A-1 of this First Amendment. The compensation for the additional products and services provided is increased by **\$48,924.39** for a total not to exceed amount of \$76,548.25.
- 2. Except as modified by this First Amendment, all terms and conditions of the Agreement shall remain in full force and effect.

*[signature page follows]*

**SIGNATURE PAGE FOR**  
**FIRST AMENDMENT TO KIOSK SUPPORT AGREEMENT WITH**  
**JAVA CONNECTIONS LLC DBA LAPTOPSANYTIME**  
**LAPTOP RENTAL KIOSKS FOR THE SANTA ANA LIBRARY**

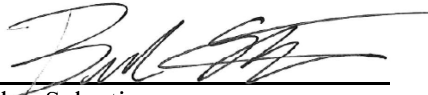
IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to the Agreement on the date and year first written above.

\_\_\_\_\_  
Jennifer L. Hall  
City Clerk

\_\_\_\_\_  
Alvaro Nuñez  
Acting City Manager


**APPROVED AS TO FORM**  
SONIA R. CARVALHO, City Attorney

**CONTRACTOR**

By:   
\_\_\_\_\_  
Brandon Salvatierra  
Deputy City Attorney

  
Jonathan Ruttenberg (Jul 1, 2024 10:33 PDT)  
\_\_\_\_\_  
Name: Jonathan Ruttenberg  
Title: VP

**RECOMMENDED FOR APPROVAL**

  
Brian Sternberg (Jul 1, 2024 09:55 PDT)  
\_\_\_\_\_  
Brian Sternberg  
Executive Director  
Library Services Agency

## **EXHIBIT A-1**



**LAPTOPSANYTIME™**  
Automated Checkout Kiosk

**Java Connections, LLC dba LaptopsAnytime**

17304 Preston Road, Suite 800  
Dallas, TX 75252  
(614) 579-3057  
abigail@laptopsanytime.com  
www.laptopsanytime.com

## Quote

**ADDRESS**

Lynn Nguyen  
City of Santa Ana - Santa Ana  
Public Library  
26 Civic Center Plaza  
Santa Ana, CA 92701

**SHIP TO**

Lynn Nguyen  
City of Santa Ana - Santa Ana  
Public Library  
26 Civic Center Plaza  
Santa Ana, CA 92701

**QUOTE #** 4644

**DATE** 05/13/2024

**EXPIRATION DATE** 08/16/2024

**SALES REP**

NC

ACTIVITY	QTY	RATE	AMOUNT
<b>Kiosk - 12 Bay Host</b> 12-Bay Host Station 30"w x 29"d x 60"h set for compatible laptops (to be specified at time of order placement). RFID 4.0 Technology. Includes Web Camera to take photo of every person checking out device. Touchscreen Monitor. Bar Code or Swipe Card Reader (to be specified at time of order placement). Note: devices furnished by customer.	1	24,950.00	24,950.00T
<b>Annual Hardware Svc Agreement Platinum Plus</b> Annual Hardware Service Agreement. Cost based on total hardware purchase. Platinum Plus - 15%. (Platinum Plus provides Free SMART Bay Upgrades Once Every 3 Years). Price: \$3,742.50/yr. \$311.88/mos. This line-item is pro-rated from January 1, 2025 through September 30, 2026.	21	311.88	6,549.48T
<b>Ann Software Lic Agreement</b> Annual Software Licensing Agreement per Host Station (\$1000 per each Host of 6 or fewer devices plus \$800 for each additional 6 devices). \$1,800.00 (One (1) - 12-Bay Kiosk). Price: \$1,800.00/yr. \$150.00/mos. This line-item is pro-rated from January 1, 2025 through September 30, 2026.	21	150.00	3,150.00T
<b>Deep Freeze Software License</b> Faronics Deep Freeze Licenses. Cost up to \$50/license. Waived. Up to 12 licenses.	12	0.00	0.00T
<b>On-Site Installation</b> On-Site Assistance with Installation and Training. \$1,500. This is for the Delhi Branch.	1	1,500.00	1,500.00T
<b>Crate</b> Custom Wooden Crate (1 per Kiosk). \$700/Crate. Price Waived for Platinum Plus.	1	0.00	0.00T
<b>Shipping</b> Prepay and Add Shipping (1 per Crate). \$800/Crate. Price Waived for Platinum Plus.	1	0.00	0.00T
<b>Renewal Annual Hardware Svc Agreement Platinum Plus</b> Renewal Annual Hardware Service Agreement. Cost based on total	28	174.38	4,882.64T

Thank you for your business.

ACTIVITY	QTY	RATE	AMOUNT
hardware purchase. Platinum Plus - 15%. (Platinum Plus provides Free SMART Bay Upgrades Once Every 3 Years). Unit 1 (6-Bay) Price: \$2,092.50/yr. \$174.38/month. This Kiosk is currently paid through May 31, 2024. This line-item will be pro-rated June 1, 2024 through September 30, 2026			
<b>Renewal Ann Software License Agreement</b>	21	83.33	1,749.93T
Renewal Annual Software Licensing Agreement per Host Station (\$1000 per each Host of 6 or fewer devices plus \$800 for each additional 6 devices). Unit 1 (6-Bay) Price: \$1,000.00/yr. \$83.33/month. This Kiosk is currently paid through May 31, 2024. This line-item will be pro-rated June 1, 2024 through September 30, 2026. Note: Since this Kiosk will be out of operation from December 2024-June 2025, the Annual Software License Fee will be waived for these seven (7) months.			
<b>On-Site Assistance</b>	2	1,000.00	2,000.00T
On-Site Assistance with re-installing Kiosks at the Main and New Hope Libraries, respectively.			
Note: This 12-Bay Kiosk is scheduled to be at the Delhi Branch Library.			T
Note: With the payment of this Quote and in turn Invoice, the Annual Software and Hardware Maintenance will be on the same cycle as the existing 6-Bay and 12-Bay already at Santa Ana. In summer 2026, a renewal for the Annual Software and Hardware Maintenance will be sent for all of the Kiosks.			T
Note: The existing 12-Bay Kiosk at the Main Library is scheduled to be out of operation from July 2024 through April 2026 due to upcoming renovations. This Kiosk is currently paid through September 30, 2026. In fall 2026, when the Annual Software and Hardware Maintenance is sent out for all three (3) Kiosks, a credit will be given for the Annual Software amount for Main Kiosk. The Annual Hardware Maintenance amount will remain the same.			T
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* At time of PO, we request 50% Down-Payment with the remaining balance paid Net 30.	SUBTOTAL		44,782.05
* Please ship one device and all power bricks to our facility in Hayward, CA to facilitate Kiosk Set-up prior to shipping.	TAX (9.25%)		4,142.34
	TOTAL		<b>\$48,924.39</b>

Accepted By

Accepted Date

Thank you for your business.









# JAVA CONNECTIONS LLC DBA LAPTOPS ANYTIME\_First Amendment to Kiosk Support Agreement\_signature required

Final Audit Report

2024-07-01

Created:	2024-07-01
By:	Ella Sepulveda (msepulveda@santa-ana.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAGoSoHsh-OISbuoNzSmrxSLczumlACvWx

## "JAVA CONNECTIONS LLC DBA LAPTOPS ANYTIME\_First A mendment to Kiosk Support Agreement\_signature required" Hist ory

-  Document created by Ella Sepulveda (msepulveda@santa-ana.org)  
2024-07-01 - 5:19:13 PM GMT
-  Document emailed to Abigail Ruttenberg (jonathan@laptopsanytime.com) for signature  
2024-07-01 - 5:19:18 PM GMT
-  Email viewed by Abigail Ruttenberg (jonathan@laptopsanytime.com)  
2024-07-01 - 5:33:09 PM GMT
-  Signer Abigail Ruttenberg (jonathan@laptopsanytime.com) entered name at signing as Jonathan Ruttenberg  
2024-07-01 - 5:33:28 PM GMT
-  Document e-signed by Jonathan Ruttenberg (jonathan@laptopsanytime.com)  
Signature Date: 2024-07-01 - 5:33:30 PM GMT - Time Source: server
-  Agreement completed.  
2024-07-01 - 5:33:30 PM GMT

**FIRST AMENDMENT TO END-USER LICENSE AGREEMENT WITH  
JAVA CONNECTIONS LLC DBA LAPTOPSANYTIME  
LAPTOP RENTAL KIOSKS FOR THE SANTA ANA LIBRARY**

THIS FIRST AMENDMENT to the above-referenced agreement is entered into on July 16, 2024, by and between Java Connections LLC, a Texas corporation dba LaptopsAnytime (“Contractor”), and the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California (“City”).

**RECITALS**

- A. The parties entered into Agreement No. A-2020-249BB (“End-User License Agreement”) dated July 1, 2023, for Contractor to provide laptop rental kiosks and related software support services for City Library locations.
- B. The Agreement is in full force and effect so long as City operates Contractor’s kiosk(s).
- C. Because the City’s Library is expanding to another location at the Delhi Center, the parties now wish to amend the Agreement to expand the scope.

**The Parties therefore agree:**

- 1. **Section 1.1, Scope of Use**, is hereby amended to also include Exhibit A-1 of this First Amendment.
- 2. Except as modified by this First Amendment, all terms and conditions of the Agreement shall remain in full force and effect.

*[signature page follows]*

**SIGNATURE PAGE FOR**  
**FIRST AMENDMENT TO END-USER LICENSE AGREEMENT WITH**  
**JAVA CONNECTIONS LLC DBA LAPTOPSANYTIME**  
**LAPTOP RENTAL KIOSKS FOR THE SANTA ANA LIBRARY**

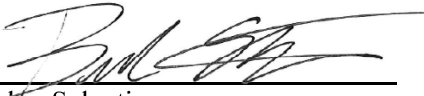
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City Clerk

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Alvaro Nuñez  
Acting City Manager


**APPROVED AS TO FORM**  
SONIA R. CARVALHO, City Attorney

**CONTRACTOR**

By:   
\_\_\_\_\_  
Brandon Salvatierra  
Deputy City Attorney

  
Jonathan Ruttenberg (Jul 1, 2024 10:32 PDT)  
\_\_\_\_\_  
Name: Jonathan Ruttenberg  
Title: VP

**RECOMMENDED FOR APPROVAL**

  
Brian Sternberg (Jul 1, 2024 09:55 PDT)  
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Accepted By

Accepted Date

Thank you for your business.

# JAVA CONNECTIONS LLC DBA LAPTOPS ANYTIME\_First Amendment to EULA\_signature required

Final Audit Report

2024-07-01

Created:	2024-07-01
By:	Ella Sepulveda (msepulveda@santa-ana.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAuFWDurFRLu3Qb63HzB7eEApNfm1-U6bD

## "JAVA CONNECTIONS LLC DBA LAPTOPS ANYTIME\_First A mendment to EULA\_signature required" History



Document created by Ella Sepulveda (msepulveda@santa-ana.org)

2024-07-01 - 5:17:52 PM GMT



Document emailed to Abigail Ruttenberg (jonathan@laptopsanytime.com) for signature

2024-07-01 - 5:17:58 PM GMT



Email viewed by Abigail Ruttenberg (jonathan@laptopsanytime.com)

2024-07-01 - 5:31:58 PM GMT



Signer Abigail Ruttenberg (jonathan@laptopsanytime.com) entered name at signing as Jonathan Ruttenberg

2024-07-01 - 5:32:49 PM GMT



Document e-signed by Jonathan Ruttenberg (jonathan@laptopsanytime.com)

Signature Date: 2024-07-01 - 5:32:51 PM GMT - Time Source: server



Agreement completed.

2024-07-01 - 5:32:51 PM GMT



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