

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

TOPIC: Delhi and Newhope Libraries Laptop Kiosks

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.

Fiscal Year	Accounting Unit-Account #	Fund Description	Accounting Unit - Account Description	Amount
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
Kiosk - 12 Bay Host 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
Annual Hardware Svc Agreement Platinum Plus 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
Ann Software Lic Agreement 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
Deep Freeze Software License Faronics Deep Freeze Licenses. Cost up to \$50/license. Waived. Up to 12 licenses.	12	0.00	0.00T
On-Site Installation On-Site Assistance with Installation and Training. \$1,500. This is for the Delhi Branch.	1	1,500.00	1,500.00T
Crate Custom Wooden Crate (1 per Kiosk). \$700/Crate. Price Waived for Platinum Plus.	1	0.00	0.00T
Shipping Prepay and Add Shipping (1 per Crate). \$800/Crate. Price Waived for Platinum Plus.	1	0.00	0.00T
Renewal Annual Hardware Svc Agreement Platinum Plus 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			
Renewal Ann Software License Agreement	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.			
On-Site Assistance	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		\$48,924.39

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]

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FIRST AMENDMENT TO END-USER LICENSE AGREEMENT WITH
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LAPTOP RENTAL KIOSKS FOR THE SANTA ANA LIBRARY

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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 10:32 PDT)

Name: Jonathan Ruttenberg
Title:

VP

RECOMMENDED FOR APPROVAL


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Executive Director
Library Services Agency

EXHIBIT A-1



LAPTOPSANYTIME™
Automated Checkout Kiosk

Java Connections, LLC dba LaptopsAnytime

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Final Audit Report

2024-07-01

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-  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