



## AGENDA REPORT

**Meeting Date:** November 17, 2015

**Item Number:** D-8

**To:** Honorable Mayor & City Council

**From:** Nancy Hunt-Coffey, Assistant Director of Community Services

**Subject:** AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND CENGAGE LEARNING, INC., A DELAWARE CORPORATION FOR SUBSCRIPTION AND HOSTING SERVICES FOR LIBRARY ONLINE SERVICES

**Attachments:**

1. List and description of services provided
2. Agreement

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### **RECOMMENDATION**

Staff recommends that City Council approve a five year agreement with Cengage Learning, Inc. and approve a Blanket Purchase Order for electronic subscription services and hosting fees for an amount not to exceed \$130,000 per year. This expenditure was anticipated as part of the Library's ongoing collection budget.

### **INTRODUCTION**

The Library has contracted with Cengage Learning for the last 15 years to provide access to general periodical indexing and full-text articles as well as specialized indexing and full-text articles in the area of health and wellness, literature, literature criticism, biography, world and U.S. history, pricing of antiques, demographics, and business. In addition Cengage Learning, Inc. provides access to online educational courses for adults and children.

### **DISCUSSION**

Cengage-Learning provides access to over 100 different online databases, some of which are updated daily. The Library has selected a subset of these online resources which are most useful to our community needs. Cengage-Learning holds the exclusive rights to the content of these databases. Cengage-Learning publishes multi-volume

reference works for schools, public libraries and research libraries in both print and electronic formats. Cengage-Learning is the only vendor who can provide these materials. For this reason, it does not make sense for these products to go to bid. In this case, the Municipal Code section 3-3-113 provides for an exception to the public bidding requirement for items that are "circulating library materials, including books, periodicals, films and recordings, etc."

Cengage Learning Inc. will provide these services to the Library for the next 5 years with no price increase for the duration of the contract.

**FISCAL IMPACT**

Funds have been budgeted and are available for this purpose in fiscal year 2015-2016.



Don Rhoads

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Finance Approval  
Chief Financial Officer  
Director of Administrative Services



Nancy Hunt-Coffey

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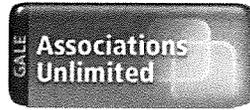
Approved By  
Nancy Hunt-Coffey,  
Assistant Director of Community Services

# **Attachment 1**

## ITEMIZED SUSCRIPTION ACCESS

### Subscription Access:

Product	# of Users/Site	Fee
Biography And Genealogy Master Index Digital Archive Hosting Fee	Unlimited	\$1,044.98
Gale Biography In Context Digital Archive Hosting	Unlimited	\$10,069.07
Literature Resource Center Digital Archive Hosting	Unlimited	\$11,014.78
Research in Context -	Unlimited	\$4,779.63
Health & Wellness Resource Center Including Alt Health	Unlimited	\$10,580.91
Gale World History In Context	Unlimited	\$12,000.00
Gale Opposing Viewpoints In Context	Unlimited	\$7,808.15
Price It! Antiques & Collectibles – comprehensive antiques & collectibles pricing tool	Unlimited	\$2,941.34
Associations Unlimited Digital Archive Hosting	Unlimited	\$2,151.86
Business Gateway	Unlimited	\$0.00
Demographics Now For Libraries	Unlimited	\$6,324.16
Gale Business Insights: Global	Unlimited	\$6,972.39
Gale Courses Unlimited	Unlimited	\$5,292.00
Gale US History In Context	Unlimited	\$12,000.00
Legal Forms	Unlimited	\$8,936.08
Small Business Resource Center	Unlimited	\$8,375.02
General Reference Center Gold	Unlimited	\$15,529.37
Skillsoft	Unlimited	\$6,670.00
Miss Humblebee's Academy	Unlimited	\$5,330.00



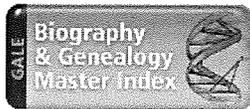
### Associations Unlimited

Contains information for approximately 460,000 international and U.S. national, regional, state, and local nonprofit membership organizations in all fields, including IRS data on U.S. 501(c) nonprofit organizations.



### Biography In Context

*Biography in Context* is an engaging online experience for those seeking contextual information on the world's most influential people. It merges Gale's authoritative reference content (including Lives & Perspectives) with periodicals and multimedia organized into a user-friendly portal experience while also allowing users to search for people based on name, occupation, nationality, ethnicity, birth/death dates and places, or gender as well as keyword and full text.



### Biography and Genealogy Master Index

This database is a first stop index tool for learning where to look for biographical material on people from all time periods, geographical locations and fields of endeavor. Biography and Genealogy Master Index indexes any print product that includes biographical information on multiple persons. It also acts as an index to other indexes.



### Business Insights: Global

*Business Insights: Global* is a unique source for international business intelligence offering the most comprehensive and convenient way to find case studies, in-depth statistical data coupled with deep research, and the ability to compare global economies, countries and industries.



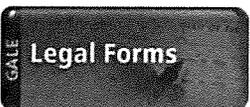
### DemographicsNow Library Edition

Robust and highly-detailed demographic data. Ideal for gaining consumer and market insight as you consider opening a business, finding an untapped audience for your products, analyzing the shifts and needs of a given population, and more. Reporting capability allows you to rapidly produce a variety of compiled reports to help you make informed and accurate decisions.



### Gale Courses

Gale Courses offers hundreds of courses focused on professional development, technology skills, and personal enrichment. Six-week long courses are taught entirely online by instructors, and new sessions begin every month.



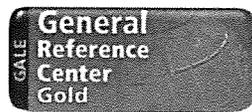
### Gale LegalForms

Provides a wide selection of state-specific (and multi-state) legal forms across the most popular legal areas. Includes real estate contracts, wills, pre-marital agreements, bankruptcy, divorce, landlord tenant and many others. Also included is a comprehensive attorney state directory and a dictionary of legal definitions explained in laymen's language.



### Gale Virtual Reference Library

Gale Virtual Reference Library is a database of encyclopedias and specialized reference sources for multidisciplinary research. These reference materials once were accessible only in the library, but now you can access them online from the library or remotely 24/7. Because each library creates its own eBook collection, the content you see may vary if you use the database at different libraries (your school, your public library, or your office).



### General Reference Center Gold

*General Reference Center Gold* provides access to magazines, newspapers, trade publications, and reference books through one easy interface. This general interest database offers the latest content covering current events, popular culture, business and industry trends, the arts and sciences, sports, hobbies, and more.



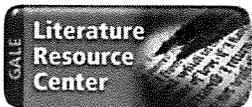
### Health and Wellness Resource Center and Alternative Health Module

Find alternative medicine-focused magazines, journals, newspapers, directories, videos, & reference information on: Medicine, Nutrition, Diseases, Public Health, Pregnancy, Herbal remedies, etc. Included are links to diet, cancer, health assessment sites & government databases. Easily access 700+ videos from Healthology, Inc.'s consumer health video library. Spanish-language videos are available. The material contained in this Resource Center is intended for informational purposes only.



### Literature Criticism Online

Gale™ takes literature, history and culture to the next level with the largest, most extensive compilation of literary commentary available: *Literature Criticism Online*. Includes centuries of analysis - the scholarly and popular commentary from broadsheets, pamphlets, encyclopedias, books and periodicals - delivered in an easy-to-use 24/7 online format that matches the exact look and feel of the print originals



### Literature Resource Center

Find up-to-date biographical information, overviews, full-text literary criticism and reviews on nearly 130,000 writers in all disciplines, from all time periods and from around the world The optional MLA International Bibliography module adds citations for hundreds of thousands of books, articles and dissertations from 1926 to the present, linked to full text where available.



### Miss Humblebee's Academy

Miss Humblebee's Academy is an Award Winning Curriculum that lays the foundation for a lifetime of learning success. It is aligned with preschool and elementary standards supporting kindergarten preparation and classroom instruction. It is optimized for smart devices thus extending its use beyond home and school. Miss Humblebee's Academy includes: Cognitive Skills Assessments, Kindergarten Readiness Development Checklist, Weekly Progress Reports, and Augmented Reality Lessons.



### Opposing Viewpoints In Context

*Opposing Viewpoints in Context* is an engaging online experience for those seeking contextual information and opinions on hundreds of today's hottest social issues. Drawing on the acclaimed Greenhaven Press series, the solution features continuously updated viewpoints, topic overviews, full-text magazines, academic journals, news articles, primary source documents, statistics, images, videos, audio files and links to vetted websites organized into a user-friendly portal experience.



### Price It! Antiques & Collectibles

An electronic database antique/collectibles pricing tool, containing data from a variety of sources, including online auctions (eBay), online antique dealers (GoAntiques & TIAS) and land-based auction houses. The database currently has over 23 million prices realized for art, antiques and collectibles in more than 100 categories and subcategories with over 10 million images.



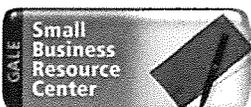
### Research in Context

Created specifically for middle-schoolers, *Research in Context* combines the best of Gale's reference content with age-appropriate videos, newspapers, magazines, primary sources, and much more. Students will find outstanding support to complete assignments in core subjects including literature, science, social studies, and history.



### Skillsoft Online Courses

Skillsoft courses help individuals enhance their professional performance with 250 on-demand video courses on business, management, and Microsoft Office training. Developed by subject- and online-learning experts, the courses are interactive, self-paced, and include skill practice, assessment, and scoring. Users can access coursework anytime, anywhere, and on a variety of devices. Skillsoft is a leader in online learning with over 19 million learners using their resources.



### Small Business Resource Center

Search this database to learn how to start, finance or manage your small business. Resources include; sample business plans, how to guides, articles and websites



### U.S. History In Context

*U.S. History in Context* is an engaging online experience for those seeking contextual information on hundreds of the most significant people, events and topics in U.S. History. The new solution merges Gale's authoritative reference content with full-text magazines, academic journals, news articles, primary source documents, images, videos, audio files and links to vetted websites organized into a user-friendly portal experience.



### World History In Context

*World History in Context* is an engaging online experience for those seeking contextual information on hundreds of the most significant people, events and topics in World History. The new solution merges Gale's authoritative reference content with full-text magazines, academic journals, news articles, primary source documents, images, videos, audio files and links to vetted websites organized into a user-friendly portal experience.

# **Attachment 2**

## SUBSCRIPTION AND HOSTING SERVICES AGREEMENT

This Agreement is made, as of the date of signature by Cengage on this Agreement (the "Effective Date"), by and between Cengage Learning, Inc., a Delaware corporation, with offices at 5191 Natorp Boulevard, Mason, Ohio 45040 ("Cengage"), and the following Licensee:

Name of Licensee: Beverly Hills Public Library

Jurisdiction of Formation: California

Address (Street/City/State/Zip Code): 9355 CIVIC CENTER DR, BEVERLY HILLS, CA 90210  
(the "Licensee")

The parties hereto agree as follows:

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- E. Notice. Any and all notices and other communications to either party hereunder shall be in writing and deemed delivered (i) upon receipt if by hand, or overnight courier; (ii) three (3) days after mailing by first class, certified mail, postage prepaid, return receipt requested, to the addresses set forth above or to such other address for a party as shall be specified by like notice and (iii) by email or fax when receipt thereof is expressly acknowledged by the receiving party, provided that any notices for breach of this Agreement or for termination of this Agreement must be by notice as specified in clauses (i) or (ii) of this Section 6.E.
- F. Counterparts; Electronic Signatures. The parties may sign this Agreement in several counterparts, each of which shall be deemed an original but all of which together shall constitute one instrument. This Agreement shall be considered signed when the signature of a party is delivered by scanned image (e.g., as a "portable document format" or ".pdf" file) as an attachment to electronic mail (email), and any such scanned signature shall be

treated in all respects as having the same effect as an original signature, except that either party may require the exchange of original signatures

- G. Severability. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions shall remain in full force and effect.
- H. Waiver. The failure by either party to insist upon strict enforcement of any terms and conditions of this Agreement shall not be construed as a waiver of such right or of any other right hereunder.
- I. Relationship of the Parties. The relationship of the parties hereto shall be that of independent contractors. Nothing herein shall be construed to create any partnership, joint venture or similar relationship or to subject the parties to any implied duties or obligations respecting the conduct of their affairs, which are not expressly stated herein. Neither party shall have any right or authority to assume or create any obligation or responsibility, either express or implied, on behalf of or in the name of the other party, or to bind the other party in any matter or thing whatsoever.
- J. Choice of Law/Venue. The Agreement and any documents entered into pursuant hereto shall be construed according to, and governed by, the laws of the State of California, without application of its conflict of law provisions which would require the application of the laws of another jurisdiction.
- K. Copyrighted Works. Except for the specific rights granted herein, all right, title and interest, including copyrights to the Licensed Content, are owned exclusively by Cengage and its licensors. All rights in respect thereof are reserved to Cengage and such licensors. Through this Agreement the Licensee obtains certain limited rights to the Licensed Content, but Licensee does not obtain or own any rights in the copyrights or any other intellectual property rights that may be associated with such Licensed Content. All such copyrights and intellectual property rights remain the property of Cengage and its licensors.
- L. Confidentiality. The Licensee shall exercise due diligence to maintain the provisions of this Agreement and all of Cengage's confidential and proprietary information disclosed to the Licensee in confidence to the extent permitted by laws and regulations regulating such provisions and information, and shall use the Information solely in connection with the purposes of this Agreement. "Due diligence" shall mean at least the same precautions and standard of care the Licensee would use to safeguard its own confidential and proprietary information and those of its other vendors. Notwithstanding the foregoing, the terms and conditions of this Agreement may be disclosed by the Licensee as part of normal reporting and/or evaluation procedures to those persons within the Licensee's organization who have a reasonable need to know the information and who have been informed of and agree to abide by the restrictions relating to such provisions and information described herein.
- M. Entire Agreement. This Agreement and any documentation entered into pursuant hereto constitute the entire agreement and understanding between the parties with respect to the subject matter hereof, and supersede all prior and contemporaneous agreements and understandings, whether written or oral, regarding such subject matter. There are no other understandings, agreements, representations or warranties relied upon by either party with respect to the subject matter herein, which are not included herein. This Agreement may be modified only by a writing signed by both parties

**SCHEDULE 1**  
**LICENSED CONTENT, FEES, SUBSCRIPTION PERIOD**

**Subscription Access:**

<b>Product</b>	<b># of Sites</b>	<b># of Users/Site</b>	<b>Fee</b>	<b>Subscription Dates</b>
Biography And Genealogy Master Index Digital Archive Hosting Fee	1	Unlimited	\$1,044.98	12/30/2014-12/29/2015
Gale Biography In Context Digital Archive Hosting	1	Unlimited	\$10,069.07	12/30/2014-12/29/2015
Literature Resource Center Digital Archive Hosting	1	Unlimited	\$11,014.78	12/30/2014-12/29/2015
Research in Context	1	Unlimited	\$4,779.63	07/13/2015-07/12/2016
Health & Wellness Resource Center Including Alt Health	1	Unlimited	\$10,580.91	07/01/2015-06/30/2016
Gale World History In Context	1	Unlimited	\$12,000.00	01/15/2015-01/14/2016
Gale Opposing Viewpoints In Context	1	Unlimited	\$7,808.15	05/23/2015-05/22/2016
Price It! Antiques & Collectibles	1	Unlimited	\$2,941.34	12/30/2014-12/29/2015
Associations Unlimited Digital Archive Hosting	1	Unlimited	\$2,151.86	12/30/2014-12/29/2015
Business Gateway	1	Unlimited	\$0.00	07/01/2015-06/30/2016
Demographics Now For Libraries	1	Unlimited	\$6,324.16	07/01/2015-06/30/2016
Gale Business Insights: Global	1	Unlimited	\$6,972.39	07/01/2015-06/30/2016
Gale Courses Unlimited	1	Unlimited	\$5,292.00	05/23/2015-05/22/2016
Gale US History In Context	1	Unlimited	\$12,000.00	01/15/2015-01/14/2016
Legal Forms	1	Unlimited	\$8,936.08	07/01/2015-06/30/2016
Small Business Resource Center	1	Unlimited	\$8,375.02	07/01/2015-06/30/2016
General Reference Center Gold	1	Unlimited	\$15,529.37	07/01/2015-06/30/2016

Skillssoft	1	Unlimited	\$6,670.00	09/01/2015-01/14/2017
Miss Humblebee's Academy	1	Unlimited	\$5,330.00	09/01/2015-01/14/2017

Annual payments shall be due in accordance with the subscription dates listed above.

**Bill to Contact: Karen Buth**  
**Bill to Address: 9355 CIVIC CENTER DR**  
**BEVERLY HILLS, CA 90210**

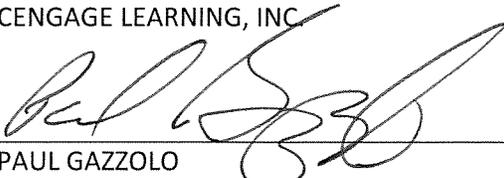
SIGNATURE PAGE - CENGAGE LEARNING, INC.  
SUBSCRIPTION AND HOSTING SERVICES  
AGREEMENT

CITY OF BEVERLY HILLS  
A Municipal Corporation

\_\_\_\_\_  
JULIAN A. GOLD, M.D.  
Mayor of the City of Beverly Hills, California

ATTEST:

\_\_\_\_\_(SEAL)  
BYRON POPE  
City Clerk

CENGAGE LEARNING, INC  
  
\_\_\_\_\_  
PAUL GAZZOLO  
Senior Vice President, General Manager

  
\_\_\_\_\_  
DAVID SCHROETER  
Senior Vice President, Sales

APPROVED AS TO FORM:

  
\_\_\_\_\_  
LAURENCE WIENER  
City Attorney

APPROVED AS TO CONTENT:

\_\_\_\_\_  
MAHDI ALUZRI  
City Manager

  
\_\_\_\_\_  
STEVE ZOET  
Director of Community Services

  
\_\_\_\_\_  
KARL KIRKMAN  
Risk Manager