

RESOLUTION NO. 2020 - 144

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE AN AGREEMENT WITH SIRSIDYNIX FOR PURCHASE OF A SOFTWARE PROGRAM FOR ACQUISITIONS, CIRCULATION, CATALOGING, PUBLIC CATALOG, COLLECTIONS, AND INVENTORY FOR THE ST. JOHNS COUNTY LIBRARIES.

RECITALS

WHEREAS, SJC Library Administration seeks to Purchase a software program for acquisitions, circulation, cataloging, public catalog, collections, and inventory for the St. Johns County Libraries; and

WHEREAS, the Library obtained a proposal from Sirsi Corporation dba SirsiDynix for the use of their proprietary software system that provides the services for acquisitions, circulation, cataloging, public catalog, collections, and inventory online platform at an estimated cost of fifty five thousand dollars (\$55,000.00) per year; and

WHEREAS, a single source notification was posted through DemandStar in accordance with Florida Statutes, and no alternative responses were received; and

WHEREAS, the services shall be funded by the Library; and

WHEREAS, the County has reviewed the terms, provisions, conditions and requirements of the Contract; and

WHEREAS, entering into the Contract serves a public purpose.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, as follows:

Section 1. The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as finds of fact.

Section 2. The County Administrator, or designee, is hereby authorized to execute a contract in substantially the same form and format as attached with SirsiDynix for the services set forth therein. Costs for the service shall not exceed the amount allocated and available in the Library's annual budget.

Section 3. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 21 day of April, 2020.

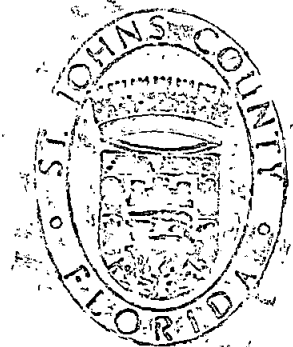
**BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA**

By: Jeb S. Smith
Jeb S. Smith, Chair

ATTEST: Brandon Patty, Clerk

By: Sam Halterman
Deputy Clerk

RENDITION DATE 4/23/20



MASTER AGREEMENT BETWEEN ST. JOHNS COUNTY AND SIRSIDYNIX

1. PURPOSE AND SCOPE

1.1 Parties and Effective Date. This Master Agreement (the "Master Agreement") is entered into between Sirsi Corporation dba SirsiDynix ("SirsiDynix") and the customer identified in the signature block below ("Customer"), with effect on the date of the last signature below ("Effective Date").

1.2 Purpose. This Master Agreement establishes the general terms and conditions to which the parties have agreed with respect to the provision of Products by SirsiDynix to Customer. Additional terms for the purchase of a specific Product are set forth in the Quote(s). By signing below, the parties acknowledge receipt of and agree to be bound by the terms and conditions of this Master Agreement and the Quote(s) for Products purchased by Customer. All pre-printed or standard terms of any Customer purchase order or other business processing document shall have no effect.

1.3 Incorporation of Quotes. "Quote" means the document(s), regardless of actual name, executed by the parties which is incorporated by reference into the terms of this Master Agreement, and describes order-specific information, such as description of Product ordered, License Metrics, fees, statements of work, exhibits and milestones. At any time after execution of the Master Agreement and the initial Quote, Customer may purchase additional Products or otherwise expand the scope of existing licenses or Subscriptions granted under a Quote, upon SirsiDynix receipt and acceptance of a new Quote specifying the foregoing.

1.4 Incorporation of EULAs. Customer's use of any Third Party Products licensed hereunder or incorporated in the Products may be subject to, and Customer shall sign (executed by a duly authorized representative of both the Customer and SirsiDynix) and comply with, any applicable EULAs.

1.5 Order of Precedence. To the extent any terms and conditions of this Master Agreement conflict with the terms and conditions of a Quote, the terms and conditions of the Master Agreement shall control, except where the Quote expressly states the intent to supersede a specific portion of the Master Agreement. To the extent any terms and conditions of this Master Agreement conflict with the terms and conditions of an EULA, the terms and conditions of the EULA shall control.

2. PRODUCTS USE RIGHTS; TITLE

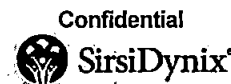
2.1 Generally. Customer's purchase of Products under this Master Agreement may include from time-to-time Software, Subscriptions, Services, and/or Hardware. The following provisions under this Section 2 apply if relevant to the type of Product purchased pursuant to a Quote.

2.2.1 Software License. Subject to the terms and conditions of this Master Agreement including without limitation the restrictions set forth in Section 2.7 and Section 2.9 and timely payment of the applicable fees, SirsiDynix hereby grants to Customer a limited, non-exclusive, and non-transferable license to (i) install, run and use the Software identified in the Quote in the Operating Environment solely for Internal Business Purposes, and (ii) use the Documentation in connection with such use of the Software. Customer may not make copies of the Software except a reasonable number of machine-readable copies solely for internal backup or archival purposes. All Intellectual Property rights notices must be reproduced and included on such copies. Customer shall maintain accurate and up-to-date records of the number and location of all copies of the Software and inform SirsiDynix in writing of such upon request. **2.2.2** Unless otherwise set forth in a Quote, the Software shall not be simultaneously loaded and operated on more than

one hardware platform, except temporarily during the process of platform migration. **2.2.3** Customer shall use the Third Party Products solely in conjunction with the SirsiDynix Software and Customer shall have no broader rights with respect to the Third Party Products than it has to the SirsiDynix Software. SirsiDynix may add and/or substitute functionally equivalent products for any third party items in the event of product unavailability, end-of-life, or changes to software requirements.

2.3.1 Subscriptions. For Subscriptions purchased by Customer, and subject to the terms and conditions of this Master Agreement including without limitation the restrictions set forth in Sections 2.7 and 2.9 and timely payment of the applicable fees, SirsiDynix grants to Customer the right to access and use the Subscription identified in the Quote solely for Internal Business Purposes and to use the Documentation in connection with such access and use for the Term. SirsiDynix shall use commercially reasonable efforts to make the Subscription Services available 24x7, except for scheduled downtime events, or emergency downtime events, or Internet service provider failures or delays. SirsiDynix will use commercially reasonable efforts to perform scheduled downtime events outside of normal business hours. Customer acknowledges that the Subscription Services may be subject to limitations, delays, and other problems inherent in the use of the Internet and electronic communications. SirsiDynix is not responsible for any delays, delivery failures, or other damage resulting from such problems. **2.3.2** Customer is solely responsible for obtaining and maintaining at its own expense, all equipment that may be needed to access Subscriptions, including without limitation, Internet connections. Customer understands that Subscription communications may traverse an unencrypted public Internet connection and that use of the Internet provides the opportunity for unauthorized third parties to illegally gain access to Customer Data. Accordingly, SirsiDynix does not guaranty the privacy, security or authenticity of any information transmitted over or stored in any system connected to the Internet. Customer shall not encrypt Subscription traffic except as may be available through the SirsiDynix VPN solution. **2.3.3** Customer is responsible for maintaining the confidentiality of all passwords and for ensuring that each password is used only by the authorized user. Customer is responsible for all activities that occur under Customer's account. Customer agrees to immediately notify SirsiDynix of any unauthorized use of Customer's account or any other breach of security known to Customer. SirsiDynix shall have no liability for any loss or damage arising from Customer's failure to comply with these requirements. **2.3.4** Customer shall be solely responsible for the accuracy, quality, integrity and legality of Customer Data and of the means by which it acquired Customer Data. Customer acknowledges and agrees that SirsiDynix does not monitor or police the content of communications or data of Customer or its users transmitted through the Subscriptions, and that SirsiDynix shall not be responsible for the content of any such communications or transmissions. Customer shall use the Subscriptions exclusively for authorized and legal purposes, consistent with all applicable laws and regulations. Customer agrees not to post or upload any content or data which (a) is libelous, defamatory, obscene, pornographic, abusive, harassing or threatening; (b) contains viruses or other contaminating or destructive features; (c) violates the rights of others, such as data which infringes on any intellectual property rights or violates any right of privacy or publicity; (d) constitutes sensitive personal information such as social security numbers, credit card information, or drivers license numbers; or (e) otherwise violates any applicable law. Customer further agrees not to interfere or disrupt networks

Customer Initial and Date: _____



connected to the Subscriptions, not to interfere with another customer's use and enjoyment of similar services and to comply with all regulations, policies and procedures of networks connected to the Subscriptions. SirsiDynix may remove any violating content posted or transmitted on or through the Subscriptions, without notice to Customer. SirsiDynix may suspend or terminate any user's access to the Subscriptions upon notice in the event that SirsiDynix reasonably determines that such user has violated these terms and conditions. **2.3.5** The provision of third party Subscriptions is subject to availability from third party providers and SirsiDynix shall have no liability should such Subscription become unavailable for any reason or is no longer available under reasonable commercial terms. **2.3.6** In the event that Customer is locally hosting Subscription Software, SirsiDynix hereby grants to Customer, subject to the terms and conditions of this Master Agreement including without limitation the restrictions set forth in Section 2.7 and Section 2.9 and timely payment of the applicable fees, a limited, non-exclusive, non-transferable grant of use to locally install and use the Subscription Software solely for Customer's internal business purposes. The grant of use for Subscription Software is not a license and remains in effect only while Customer is timely paying its Subscription fees to SirsiDynix. If Customer fails to timely pay Subscription fees, Customer must immediately discontinue use of and certify to SirsiDynix the removal of Subscription Software.

2.4.1 Services. Services are described in the Quote. SirsiDynix shall be responsible for securing, managing, scheduling, coordinating and supervising SirsiDynix personnel, including its subcontractors, in performing any Services. Any change to the scope of Services must be in writing signed by both parties. Once executed by both parties, a change shall become a part of the Quote. **2.4.2** Customer acknowledges and agrees that SirsiDynix performance is dependent upon the timely and effective satisfaction of Customer's responsibilities hereunder and timely decisions and approvals of Customer in connection with the Services. SirsiDynix shall be entitled to rely on all decisions and approvals of Customer. Customer's data must be provided to SirsiDynix in a format reasonably approved by SirsiDynix or additional charges will apply. Customer shall be responsible for providing secured access to Customer's systems to SirsiDynix. SirsiDynix alone shall decide whether such access is sufficient for the performance of Services.

2.5. Software Maintenance. **2.5.1** Subject to Customer's timely payment of applicable fees, SirsiDynix will provide during the Term Maintenance services for the Software in accordance with the maintenance plan indicated in the Quote, provided however that with respect to Third Party Products, SirsiDynix's obligation to offer Maintenance is limited to using commercially reasonable efforts to obtain Maintenance from the third party owner of such Software. All licenses in Customer's possession must be supported under the same maintenance plan. **2.5.2** Updates are provided if and when available, and SirsiDynix is under no obligation to develop any future programs or functionality. **2.5.3** SirsiDynix is under no obligation to provide Maintenance with respect to: (i) a Product that has been altered or modified by anyone other than SirsiDynix or its licensors; (ii) a release for which Maintenance has been discontinued; (iii) a Product used other than in accordance with the Documentation or other than on the Operating Environment; (iv) discrepancies that do not significantly impair or affect the operation of the Product; or (v) any systems or programs not supplied by SirsiDynix. **2.5.4** For the avoidance of doubt, Updates provided under Maintenance services are subsequent minor or maintenance releases to the standard Products, excluding custom development or customizations whether such customizations are performed by SirsiDynix or by Customer or a third party. SirsiDynix reserves the right to charge Client for any reintegration work required to make customizations compatible with future releases. **2.5.5** If ordered, Maintenance must be ordered for all Software and all associated License Metrics licensed by Customer. Customer may not purchase or renew Maintenance for a subset of its licenses only. **2.5.6** If an Error was corrected or is not present in a more current release of the Product, SirsiDynix shall have no obligation to correct such Errors in prior releases of the Software. **2.5.7** Fees for Maintenance Services do not include implementation, training and other Professional Services. **2.5.8** It is Customer's responsibility to ensure that all appropriate users receive initial training services sufficient to enable Customer to effectively use the

Software. Failure to do so could result in additional Maintenance fees if service requests are deemed excessive as a result of insufficient training, at SirsiDynix's discretion. **2.5.9** In the event Customer does not renew Maintenance and subsequently desires to reinstate Maintenance, a reinstatement fee shall be assessed equal to 120% of the aggregate Maintenance fee that would have been payable during the period of lapse. **2.5.10** For Software licenses and Subscription Software, Customer is solely responsible for the installation of Updates and agrees to (i) meet the Update standard set forth in the SirsiDynix Support Policies referenced in the definition of Maintenance and (ii) maintain the Operating Environment. With respect to Subscriptions, SirsiDynix is responsible for the implementation of Updates and shall no longer provide access to any previous release upon the date SirsiDynix migrates to a new Update for production use in SirsiDynix's hosted environment.

2.6.1 Hardware and Hardware Maintenance. Title to the Hardware identified in the Quote, if any, shall pass to Customer on SirsiDynix's placement of the Hardware with a common carrier or licensed trucker, which shall constitute delivery to Customer. Thereafter Customer will be responsible for risks of loss or damage, except for loss or damage caused by SirsiDynix in the process of installation. **2.6.2** SirsiDynix does not provide support for Hardware unless Customer purchases any available maintenance associated with such Hardware. Such Hardware maintenance may be provided through a third party and is subject to that third party's standard terms, conditions and warranties, if any.

2.7 License Metrics. Customer may not use the Products in excess of the License Metrics specified in the Quote. Additional License Metrics and associated Maintenance must be purchased at the pricing in effect at the time the additional License Metrics are added in the event actual usage exceeds the licensed quantity, prorated for the remainder of the then-current Term. The additional License Metrics purchased shall terminate on the same date as the pre-existing Products. Prices are based on License Metrics purchased and not actual usage. The number of License Metrics provided in the initial Quote is a minimum amount that Customer has committed to for the Term and there shall be no fee adjustments or refunds for any decreases in usage.

2.8 Reservation of Rights. All rights not expressly granted in the Master Agreement are reserved by SirsiDynix and its third party providers. Customer acknowledges that: (i) all Software is licensed and not sold and all Subscriptions and Content are subscribed to and not sold; (ii) Customer acquires only the right to use the Protected Materials. SirsiDynix and its third party providers retain sole and exclusive ownership and all rights, title, and interest in, including Intellectual Property embodied or associated with, the Protected Materials and all copies and derivative works thereof (whether developed by SirsiDynix, Customer or a third party); and (iii) the Protected Materials, including the source and object codes, logic and structure, constitute valuable trade secrets of SirsiDynix and its third party providers. Customer agrees to secure and protect the Products consistent with the maintenance of SirsiDynix's and its third party providers' rights in the Products, as set forth in this Master Agreement.

2.9 Restrictions. Unless specifically permitted or licensed by SirsiDynix, Customer shall not itself, or through any affiliate, employee, consultant, contractor, agent or other third party: (i) sell, resell, distribute, host, lease, rent, license or sublicense, in whole or in part, the Protected Materials; (ii) decipher, decompile, disassemble, reverse assemble, modify, translate, reverse engineer or otherwise attempt to derive source code, algorithms, tags, specifications, architecture, structure or other elements of the Protected Materials, including the license keys, in whole or in part, for competitive purposes or otherwise; (iii) allow access to, provide, divulge or make available the Protected Materials to any user other than Customer's employees and independent contractors who have a need to such access and who shall be bound by a nondisclosure agreement with provisions that are at least as restrictive as the terms of this Master Agreement (except the Customer may grant access to public access catalogs to library users, other libraries, and third party entities); (iv) write or develop any derivative works based upon the Protected Materials; (v) modify, adapt, translate or otherwise make any changes to the Protected Materials or any part thereof;

Customer Initial and Date: _____

(vi) use the Protected Materials to provide processing services to third parties, or otherwise use the same on a 'service bureau' basis; (vii) disclose or publish, without SirsiDynix's prior written consent, performance or capacity statistics or the results of any benchmark test performed on the Protected Materials; or (viii) otherwise use or copy the Protected Materials except as expressly permitted herein.

2.10 Customer Data. SirsiDynix disclaims ownership of any and all Customer Data, all bibliographic, authority, item, fine, patron, and other data loaded to, created and/or entered into Customer's database or supplied to SirsiDynix by Customer. Notwithstanding Customer's ownership of Customer Data, at the end of the Term SirsiDynix shall only be obligated to provide to Customer extractable Customer Data at no additional charge in a supported MARC and/or ASCII delimited format. SirsiDynix shall have the right to aggregate and retain non-personally identifiable data.

2.11 License Grant by Customer. Customer grants to SirsiDynix a non-exclusive, royalty-free license, to use equipment, software, Customer Data or other material of Customer solely for the purpose of performing SirsiDynix's obligations under the Master Agreement.

2.12 Enforcement. Customer shall (i) ensure that all users of the Products comply with the terms and conditions of the Master Agreement, (ii) promptly notify SirsiDynix of any actual or suspected violation thereof and (iii) cooperate with SirsiDynix with respect to investigation and enforcement of the Master Agreement.

3. FINANCIAL TERMS

3.1.1 Fees and Payment Terms. The Customer shall pay an estimated fifty-five thousand dollars (\$55,000.00), which shall be paid in advance each year, for Services to be provided in accordance with this Master Agreement and as set forth in the Quote. Subject to the provisions of the Quote, SirsiDynix may annually increase the fees of Subscription, Subscription Software and/or Maintenance upon 60 days written notice in advance prior to the end of any previous Term. Invoices become past due 30 days after the invoice date. Interest accrues on past due balances at 1% per month. If Customer fails to make payments of any amount due under the Master Agreement, SirsiDynix will be entitled to suspend its performance upon ten (10) days written notice to Customer. **3.1.2** Unless expressly provided otherwise, amounts paid or payable for Software, Subscriptions, Subscription Software and Hardware are not contingent upon the performance of any Services.

3.2 Taxes. Customer agrees to pay any sales tax arising out of the Master Agreement, other than those based on SirsiDynix's net income. If Customer is tax-exempt, Customer agrees to send SirsiDynix a copy of its tax-exempt certificate upon execution of the Master Agreement.

3.3 No Contingencies. Customer agrees that its purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written comments made by SirsiDynix regarding future functionality or features.

4. CONFIDENTIALITY

4.1 Non-Disclosure. Each party will protect the other party's Confidential Information from unauthorized dissemination and use the same degree of care that each such party uses to protect its own confidential information, but in no event less than a reasonable amount of care. Neither party will use Confidential Information of the other party for purposes other than those necessary to directly further the purposes of the Master Agreement. Neither party will disclose to third parties Confidential Information without prior written consent of the other party.

4.2 Exceptions. Information shall not be considered Confidential Information to the extent, but only to the extent, that the receiving party can establish that such information (i) is or becomes generally known or available to the public through no fault of the receiving party; (ii) was in the receiving party's possession before receipt from the disclosing party; (iii) is lawfully obtained from a third party who has the right to make such disclosure on a non-confidential basis; (iv) has been independently developed by one party without reference to any Confidential Information of the other; (v) is information aggregated by SirsiDynix that no longer contains

any personally identifiable information; or (vi) is required to be disclosed by law provided the receiving party has promptly notified the disclosing party of such requirement and allowed the disclosing party a reasonable time to oppose such requirement. The parties acknowledge that Customer may be subject to freedom of information legislation and further acknowledges that such legislation may take precedence over the confidentiality provisions of this section as they apply to Customer.

5. PRIVACY

Customer represents and warrants that before providing personally identifiable information to SirsiDynix or its agents, it will comply with any laws applicable to the disclosure of personally identifiable information, including providing notices to or obtaining permission from third parties to allow sharing of their personally identifiable information with SirsiDynix under the Master Agreement. Customer will indemnify SirsiDynix for any breach of this representation and warranty. No personally identifiable information will be disseminated by SirsiDynix to any third parties, except as consented to by Customer or required by law.

6. INDEMNIFICATION

6.1.1 By SirsiDynix. SirsiDynix will defend or settle, at its option and expense, any action, suit or proceeding brought against Customer that the SirsiDynix Software (excluding Content and Third Party Products) infringe a third party's USA patent, registered copyright, or registered trademark ("Claim"). SirsiDynix will indemnify Customer against all damages and costs finally awarded which are attributable exclusively to such Claim, provided that Customer: (i) promptly gives written notice of the claim to SirsiDynix; (ii) gives SirsiDynix sole control of the defense and settlement of the Claim; (iii) provides SirsiDynix, at SirsiDynix's expense, with all available information and assistance relating to the Claim and cooperates with SirsiDynix and its counsel; (iv) does not compromise or settle such Claim; and (v) is not in material breach of any agreement with SirsiDynix. **6.1.2** SirsiDynix has no obligation to the extent any Claim results from: (i) Customer having modified the SirsiDynix Software or used a release other than the most current unaltered release of the SirsiDynix Software, if such an infringement would have been avoided by the use of such current unaltered release, (ii) Third Party Products and/or Content, or (iii) the combination, operation or use of the SirsiDynix Software with software or data not provided by SirsiDynix. **6.1.3** If it is adjudicated that the use of the SirsiDynix Software in accordance with the Master Agreement infringes any USA patent, registered copyright, or registered trademark, SirsiDynix shall, at its option: (i) procure for Customer the right to continue using the infringing SirsiDynix Software; (ii) replace or modify the same so it becomes non-infringing; or (iii) Customer will be entitled to an equitable adjustment in the fees paid for the affected SirsiDynix Software. THIS SECTION STATES SIRSIDYNIX'S ENTIRE OBLIGATION TO CUSTOMER AND CUSTOMER'S SOLE REMEDY FOR ANY CLAIM OF INFRINGEMENT.

6.2 Intentionally omitted

7. WARRANTIES; REMEDIES; DISCLAIMERS

7.1 SirsiDynix Software. SirsiDynix warrants that, for a period of 90 days from the Go Live Date, the SirsiDynix Software, as updated by SirsiDynix and used in accordance with the Documentation and in the Operating Environment, will operate in all material respects in conformity with the Documentation.

If SirsiDynix Software does not perform as warranted, SirsiDynix shall use commercially reasonable efforts to correct Errors. As Customer's exclusive remedy for any claim under this warranty, Customer shall promptly notify SirsiDynix in writing of its claim. Provided that such claim is reasonably determined by SirsiDynix to be SirsiDynix's responsibility, SirsiDynix shall, within ninety (90) days of its receipt of Customer's written notice; (i) correct such Error; (ii) provide Customer with a plan reasonably acceptable to Customer for correcting the Error; or (iii) if neither (i) nor (ii) can be accomplished with reasonable commercial efforts from SirsiDynix, then SirsiDynix or Customer may terminate the affected SirsiDynix Software license and Customer will be entitled to an equitable adjustment in the fees paid for the affected SirsiDynix Software at SirsiDynix's discretion. The

Customer Initial and Date: _____

preceding warranty cure shall constitute SirsiDynix's entire liability and Customer's exclusive remedy for cure of the warranty set forth herein.

7.2 SirsiDynix Subscriptions. SirsiDynix warrants that Subscriptions, as used in accordance with the Documentation, will operate in all material respects in conformity with the Documentation.

7.3 Exclusions. SirsiDynix is not responsible for any claimed breach of any warranty caused by: (i) modifications made to the SirsiDynix Software by anyone other than SirsiDynix; (ii) the combination, operation or use of the SirsiDynix Software with any items that are not part of the Operating Environment; (iii) Customer's failure to use any new or corrected releases of the SirsiDynix Software made available by SirsiDynix; (iv) SirsiDynix's adherence to Customer's specifications or instructions; or (v) Customer deviating from the operating procedures described in the Documentation.

7.4 Third Party Products. SirsiDynix warrants that it is an authorized distributor of the Third Party Product and that with the execution of this Master Agreement and the applicable EULA, Customer will have the right to use such Product in accordance with the terms and conditions of the terms of this Master Agreement and the applicable EULA. SIRSIDYNIX MAKES NO OTHER WARRANTY WITH RESPECT TO ANY THIRD PARTY PRODUCTS. CUSTOMER'S SOLE REMEDY WITH RESPECT TO SUCH THIRD PARTY PRODUCTS SHALL BE PURSUANT TO THE ORIGINAL LICENSOR'S WARRANTY, IF ANY, TO SIRSIDYNIX, TO THE EXTENT PERMITTED BY THE ORIGINAL LICENSOR. THIRD PARTY PRODUCTS ARE MADE AVAILABLE BY SIRSIDYNIX ON AN "AS IS, AS AVAILABLE" BASIS.

7.5 Hardware. SirsiDynix warrants that it is an authorized distributor of the Hardware. Hardware warranties shall be governed by the manufacturer's warranty. SIRSIDYNIX MAKES NO WARRANTIES OF ANY KIND WITH RESPECT TO HARDWARE OR HARDWARE MAINTENANCE. CUSTOMER'S SOLE REMEDY WITH RESPECT TO SUCH HARDWARE OR HARDWARE MAINTENANCE SHALL BE PURSUANT TO THE MANUFACTURER'S WARRANTY, IF ANY.

7.6 Disclaimers. THE WARRANTIES SET FORTH IN THIS MASTER AGREEMENT ARE IN LIEU OF, AND SIRSIDYNIX, ITS LICENSORS AND SUPPLIERS EXPRESSLY DISCLAIM TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, (i) ANY WARRANTY THAT ANY PRODUCT IS ERROR-FREE OR WILL OPERATE WITHOUT INTERRUPTION OR THAT ALL ERRORS WILL BE CORRECTED; (ii) ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, (iii) ANY WARRANTY THAT CONTENT OR THIRD PARTY PRODUCTS WILL BE ACCURATE, RELIABLE AND ERROR-FREE AND (iv) ANY AND ALL IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. NO ADVICE, STATEMENT OR INFORMATION GIVEN BY SIRSIDYNIX, ITS AFFILIATES, CONTRACTORS OR EMPLOYEES SHALL CREATE OR CHANGE ANY WARRANTY PROVIDED HEREIN. CUSTOMER ACKNOWLEDGES THAT USE OF OR CONNECTION TO THE INTERNET PROVIDES THE OPPORTUNITY FOR UNAUTHORIZED THIRD PARTIES TO CIRCUMVENT SECURITY PRECAUTIONS AND ILLEGALLY GAIN ACCESS TO THE SERVICES AND CUSTOMER DATA AND THAT NO FORM OF ENCRYPTION IS FOOL PROOF. ACCORDINGLY, SIRSIDYNIX CANNOT AND DOES NOT GUARANTEE THE PRIVACY, SECURITY OR AUTHENTICITY OF ANY INFORMATION SO TRANSMITTED OVER OR STORED IN ANY SYSTEM CONNECTED TO THE INTERNET.

8. EXCLUSION AND LIMITATION OF LIABILITY

8.1 TO THE FULLEST EXTENT PERMITTED BY LAW, SIRSIDYNIX'S TOTAL LIABILITY (INCLUDING ATTORNEYS FEES AWARDED UNDER THE MASTER AGREEMENT) TO CUSTOMER FOR ANY CLAIM BY CUSTOMER OR ANY THIRD PARTIES UNDER THE MASTER AGREEMENT, EXCLUDING LIABILITY PURSUANT TO SECTION 6 (Indemnification), WILL BE LIMITED TO THE FEES PAID BY CUSTOMER

DURING THE PREVIOUS 12 MONTHS FOR THE PRODUCT WHICH IS THE SUBJECT MATTER OF THE CLAIM.

8.2 IN NO EVENT WILL SIRSIDYNIX BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY PUNITIVE, TREBLE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS, REVENUE, PROFITS, STAFF TIME, GOODWILL, USE, DATA, OR OTHER ECONOMIC ADVANTAGE), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, WHETHER OR NOT SIRSIDYNIX HAS PREVIOUSLY BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.3 NO CLAIM ARISING OUT OF THE MASTER AGREEMENT, REGARDLESS OF FORM, MAY BE BROUGHT BY CUSTOMER MORE THAN FIVE YEARS AFTER THE CAUSE OF ACTION ARISES.

9. TERM AND TERMINATION

9.1 Term of Master Agreement. Subject to Section 10.12 below, the term of this Master Agreement shall commence on the Effective Date and shall continue in full force and effect until the expiration or termination of all Quotes, unless otherwise terminated earlier as provided hereunder.

9.2 Product and Services Term. The respective initial five (5) year term of Software Maintenance, Hardware Maintenance, Subscriptions, and Subscription Software as applicable, is specified in the Quote ("Initial Term"). The Initial Term may be renewed with one (1) available five (5) year renewal option upon mutual agreement by both parties and the availability of funds unless either party gives written notice 60 days prior to the end of any previous Term of its intention to terminate the Subscription or Maintenance service. The Initial Term and renewal terms are referred to as the "Term".

9.3.1 Termination. Either party may terminate the Master Agreement immediately upon written notice if the other party commits a non-remediable material breach of the Master Agreement, or if the other party fails to cure any remediable material breach or provide a written plan of cure acceptable to the non-breaching party within 30 days of being notified in writing of such breach. Where the non-breaching party has a right to terminate the Master Agreement, the non-breaching party may at its discretion terminate the Master Agreement or the applicable Quote. Quotes that are not terminated shall continue in full force and effect under the terms of this Master Agreement **9.3.2** Following termination of the Master Agreement, Customer agrees to certify that it has returned or destroyed all copies of the applicable Product and Confidential Information and acknowledges that its rights to use the same are relinquished.

9.4. Suspension. SirsiDynix will be entitled to suspend any or all performance upon 10 days written notice to Customer in the event Customer is in breach of the Master Agreement. Further, SirsiDynix may suspend Customer's use of and access to all or a portion of the Subscriptions if, and so long as, in SirsiDynix's sole judgment, there is a security risk created by Customer that may interfere with the proper continued provision of services or the operation of SirsiDynix's network or systems. SirsiDynix may impose an additional charge to reinstate service following such suspension.

Customer Initial and Date: _____

10. GENERAL PROVISIONS

10.1 Force Majeure. The parties will exercise every reasonable effort to meet their respective obligations hereunder but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including but not limited to power outages or failure of third party service providers. This provision does not relieve Customer of its obligation to make payments then owing.

10.2 Assignment. SirsiDynix may assign the Master Agreement and all of its rights and obligations herein without Customer's approval to its parent company or other affiliated company, to a successor by operation of law, or by reason of the sale or transfer of all or substantially all of its stock or assets to another entity. Neither party may otherwise assign or transfer the Master Agreement without the prior written consent of the other party, which shall not be unreasonably withheld. Notwithstanding the above, SirsiDynix may fulfill its obligations hereunder through its affiliated companies.

10.3 Cooperation. Customer agrees to provide cooperation, which means assistance, information, equipment, data, a suitable work environment, timely access, and resources reasonably necessary to enable SirsiDynix to perform any and all installation, implementation, and services required to fulfill its obligations hereunder including but not limited to ensuring SirsiDynix has remote access. Failure to grant such cooperation shall allow SirsiDynix to deem the Product purchased by Customer to be fully accepted and delivered. In the event any delay in implementing Products is caused by Customer resulting in SirsiDynix incurring additional expenses, the Customer shall pay to SirsiDynix the amount of such additional expenses.

10.4 Delegation. SirsiDynix may subcontract or delegate any work under any Quote to any third party without Customer's prior written consent, provided however that SirsiDynix shall remain responsible for the performance of any such subcontractors.

10.5 Notice of U.S. Government Restricted Rights. If the Customer hereunder is the U.S. Government, or if the Software is acquired hereunder on behalf of the US Government with U.S. Government federal funding, notice is hereby given that the Software is commercial computer software and documentation developed exclusively at private expense and is furnished as follows: "U.S. GOVERNMENT RESTRICTED RIGHTS. Software delivered subject to the FAR 52.227-19. All use, duplication and disclosure of the Software by or on behalf of the U.S. Government shall be subject to this Master Agreement and the restrictions contained in subsection (c) of FAR 52.227-19, Commercial Computer Software - Restricted Rights (June 1987)".

10.6 Export. Customer shall comply fully with all relevant export laws and regulations of the United States to ensure that the Software is not exported, directly or indirectly, in violation of United States law.

10.7 Non-solicitation. During the term of this Master Agreement and for a period of one year following its termination, neither party will solicit for employment directly or through other parties, without the other party's written permission, any individual employed by the other party, provided however that the hiring of individuals responding to general public marketing and recruiting advertisements and events shall not be a violation of this provision; only active, targeted solicitation is prohibited.

10.8 Compliance. During the term of this Master Agreement and for a period of one year following its termination, SirsiDynix shall have the right to verify Customer's full compliance with the terms and requirements of the Master Agreement. If such verification process reveals any noncompliance by Customer, Customer shall reimburse SirsiDynix for the reasonable costs and expenses of such verification process incurred by SirsiDynix (including but not limited to reasonable attorneys' fees), and Customer shall promptly cure any such noncompliance; provided, however, that the obligations under this section do not constitute a waiver of SirsiDynix's termination rights and do not affect SirsiDynix's right to payment for Products and interest fees related to usage in excess of the License Metrics.

10.9 Notices. Any notice required or permitted to be sent under the Master Agreement shall be delivered by hand, by overnight courier, by email

to SirsiDynix at legal@sirsidynix.com, or by email to Customer at any current Customer email address routinely used by SirsiDynix, or by registered mail, return receipt requested, to the address of the parties set forth in the Master Agreement or to such other address of the parties designated in writing in accordance with this subsection.

10.10 Relationship. The Master Agreement is not intended to create a partnership, franchise, joint venture, agency, or a fiduciary or employment relationship. Neither party may bind the other party or act in a manner which expresses or implies a relationship other than that of independent contractor.

10.11 Invalidity. If any provision of the Master Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

10.12 Survival. The following provisions will survive any termination or expiration of the Master Agreement: sections 1, 2.7, 2.8, 2.10, 2.12, 3, 4, 5, 6, 7, 8, 9, and 10.

10.13 No Waiver. Any waiver of the provisions of the Master Agreement or of a party's rights or remedies under the Master Agreement must be in writing to be effective. Any such waiver shall constitute a waiver only with respect to the specific matter described in such writing and shall in no way impair the rights of the party granting such waiver in any other respect or at any other time. The waiver by either of the parties hereto of a breach or of a default under any of the provisions of the Master Agreement shall not be construed as a waiver of any other breach or default of a similar nature, or as a waiver of any of such provisions, rights or privileges hereunder. The rights and remedies herein provided are cumulative and none is exclusive of any other, or of any rights or remedies that any party may otherwise have at law or in equity. Failure, neglect, or delay by a party to enforce the provisions of the Master Agreement or its rights or remedies at any time, shall not be construed and shall not be deemed to be a waiver of such party's rights under the Master Agreement and shall not in any way affect the validity of the whole or any part of the Master Agreement or prejudice such party's right to take subsequent action.

10.14 Entire Agreement. The Master Agreement, including all Exhibits and Quote(s), constitutes the parties' entire agreement relating to its subject matter. It cancels and supersedes all prior or contemporaneous oral or written communications, requests for proposals, proposals, conditions, representations, and warranties, or other communication between the parties relating to its subject matter as well as any prior contractual agreements between the parties. Notwithstanding the precedence of this Master Agreement, any existing Customer License Metrics shall continue unless new License Metrics are identified in a Quote. No modification to the Master Agreement will be binding unless in writing and signed by an authorized representative of each party.

10.15 Third Party Beneficiaries. All rights and benefits afforded to SirsiDynix under the Master Agreement shall apply equally to the owner of the Third Party Products with respect to the Third Party Products, and such third party is an intended third party beneficiary of the Master Agreement, with respect to the Third Party Products.

10.16 Governing Law and Venue. The Master Agreement shall be governed by and construed in accordance with the laws of the State of Florida without giving effect to its principles of conflict of laws. Any dispute shall be litigated in the state or federal courts located in St. Johns County, Florida, or in the Middle District of Florida, Jacksonville Division, to whose exclusive jurisdiction the parties hereby consent. In addition, the Customer hereby waives any objection the customer may have based upon lack of personal jurisdiction, improper venue and/or "forum non conveniens".

10.17 Application of Laws. The parties agree that this contract is not a contract for the sale of goods; therefore, the Master Agreement shall not be governed by any codification of Article 2 or 2A of the Uniform Commercial Code, or any codification of the Uniform Computer Information Technology Act ("UCITA"), or any references to the United National Convention on Contracts for the International Sale of Goods.

Customer Initial and Date: _____

10.18 Counterparts. The Master Agreement and each Schedule may be executed in one or more counterparts, each of which shall constitute an enforceable original of the Master Agreement, and that facsimile, electronic and/or .pdf scanned copies of signatures shall be as effective and binding as original signatures.

Agreement shall not be construed in favor of or against a party based on the originator of the document.

10.20 Attorney's Fees. In the event a party seeks and obtains a remedy in the courts for its rights under this Master Agreement, the prevailing party in such litigation shall be entitled to its reasonable attorney's fees and cost.

10.19 Headings and Drafting. The headings in the Master Agreement shall not be used to construe or interpret the Master Agreement. The Master

END OF MASTER AGREEMENT

St. Johns County 6670 US 1 South St. Augustine, Florida 32086	Sirsi Corporation SirsiDynix Technology Centre 3300 N. Ashton Blvd. – Suite 500 Lehi, UT 84043
Sign: _____	Sign: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Customer Initial and Date: _____

Exhibit A - DEFINITIONS

"Circulation" means the checkout of a Library Item to a patron, the checkout of a Library Item for the purpose of tracking in-library usage, the renewal of a Library Item, or an action functionally identical to any of the preceding acts.

"Confidential Information" means information of SirsiDynix and/or its licensors includes but is not limited to the terms and conditions (but not the existence) of the Master Agreement, all trade secrets, software, source code, object code, specifications, as well as results of testing and benchmarking of the Software or other services, product roadmap, data and other information of SirsiDynix and its licensors relating to or embodied in the Software or Documentation, including but not limited to information designated as confidential in writing or information which ought to be in good faith considered confidential and proprietary to the disclosing party. SirsiDynix's placement of a copyright notice on any portion of any Software will not be construed to mean that such portion has been published and will not derogate from any claim that such portion contains proprietary and confidential information of SirsiDynix. Confidential Information does not include that the Customer uses SirsiDynix Products.

"Content" means any information, data, text, software, music, sound, photographs, graphics, video messages or other material which Customer receives through a Subscription.

"Customer Data" means any electronic data, information or material provided or submitted by Customer (including the Customer's patrons and users) to SirsiDynix through a Subscription or Services, or which Customer (including the Customer's patrons and users) enters into the Subscription or Services or has entered on its behalf, or which SirsiDynix is otherwise given access to under the Master Agreement. Customer Data does not include non-personally identifiable information aggregated by SirsiDynix.

"Documentation" means the user instructions, release notes, manuals and on-line help files made available by SirsiDynix regarding the use of the applicable Product.

"Effective Date" is defined in section 1.1.

"Error" means a material failure of a Product to conform to its functional specifications described in the Documentation.

"EULA" means the end user license agreement that accompanies the Third Party Product, which governs the use of or access by Customer to the applicable Third Party Product.

"Go Live Date" means the date on which the Products are substantially ready for operational use for normal daily business.

"Hardware" means the physical hardware and equipment manufactured by third party providers and sold to Customers by SirsiDynix.

"Intellectual Property" means any and all intellectual property rights, recognized in any country or jurisdiction in the world, now or hereafter existing, and whether or not perfected, filed or recorded, including without limitation inventions, technology, patents rights (including patent applications and disclosures), copyrights, trade secrets, trademarks, service marks, trade dress, methodologies, procedures, processes, know-how, tools, utilities, techniques, various concepts, ideas, methods, models, templates, software, source code, algorithms, the generalized features of the structure, sequence and organization of software, user interfaces and screen designs, general purpose consulting and software tools, utilities and routines, and logic, coherence and methods of operation of systems, training methodology and materials, which SirsiDynix has created, acquired or otherwise has rights in, and may, in connection with the performance of obligations hereunder, create, employ, provide, modify, create, acquire or otherwise obtain rights in.

"Internal Business Purposes" means Customer's internal use but does not include (1) sharing Confidential Information or Intellectual Property with third parties without SirsiDynix written consent or (2) integration of third party

products by any means into Software, Subscriptions or Subscription Software without additional SirsiDynix license.

"License Metrics" means limits on Product usage as set forth in the Quote such as Titles, Circulation, Users, students, seats, and reports.

"Maintenance" means the technical support and, with respect to Software, the provision of Updates for the level of support services purchased from SirsiDynix, all of which are provided under SirsiDynix's support policies in effect at the time the Services are provided, which may be modified from time-to-time by SirsiDynix in its sole discretion. A current version of such Support Policies can be found under "SirsiDynix Support Policies" (Document ID 125773) at <http://support.sirsidynix.com>.

"Operating Environment" means SirsiDynix-recommended hardware, operating system, middleware, database products and other software on which the Software will operate.

"Professional Services" means data conversion, implementation, site planning, configuration, integration and deployment of the Software or Subscriptions, training, project management and other consulting services.

"Products" means Software, Subscriptions, Subscription Software, Services and Hardware.

"Protected Materials" means Software and work product provided by SirsiDynix under Services, Subscriptions, Subscription Software and SirsiDynix's or its licensors' Intellectual Property and Confidential Information.

"Quote" is defined in Section 1.3.

"Services" means those services provided or arranged by SirsiDynix including but not limited to specific SirsiDynix Products such as (i) Professional Services; and (ii) that part of Maintenance that is technical support, excluding the provision of Updates.

"SirsiDynix Software" means each SirsiDynix-developed and/or SirsiDynix-owned software product in machine-readable object code (not source code), the Documentation for such product, and any Updates thereto.

"Software" means the SirsiDynix Software and Third Party Software.

"Subscriptions" means the provision of access by SirsiDynix or its hosting providers to Software and/or Content from a server farm that is comprised of application, data and remote access servers, including associated offline components including but not limited to cloud services and web access to Content.

"Subscription Software" means Subscriptions hosted by Customer. Customer does not have a license in Subscription Software.

"Term" is defined in section 9.2.

"Titles" means the number of unique records for an electronic, virtual, and/or physical item which may be used by a library patron, such as a bibliographic, MARC, visual material, serial or Dublin Core record, created on the Software or Subscription. Multiple items, representing either identical items or volumes in a set, may be included in a single Title.

"Third Party Products" means software or content including documentation and updates if any, owned by an entity other than SirsiDynix and provided by SirsiDynix in connection with Products.

"Updates" means the error corrections, releases, updates, modifications or enhancements subsequently developed that SirsiDynix makes generally available to its customers as part of Maintenance on a when and if available basis. Updates exclude new products, modules, platform or functionality for which SirsiDynix charges a separate fee.

"Users" means Customer's employees or agents who have been issued user names and passwords by Customer to use the Products. Each such User shall be one person, and user names and passwords cannot be shared or used by more than one person.

Customer Initial and Date: _____

Exhibit B - RIDER 1

St. John's County Supplemental Terms and Conditions

1. The following St. Johns County Supplemental Terms and Conditions are hereby incorporated into the Master Agreement between St. Johns County, FL ("County") and Sirsi Corporation dba SirsiDynix ("SirsiDynix") as Rider 1. In the event of a conflict or inconsistency between this Rider 1 and the Master Agreement, the provisions of Rider 1 shall prevail. The parties agree as follows:
2. Compensation:
 - A. The County shall compensate SirsiDynix an annual estimated amount of fifty-five thousand dollars (\$55,000.00), which shall be paid in advance each year, for services to be provided in accordance with the mutually agreed to Agreement and this Rider 1. The maximum amount available as compensation to SirsiDynix under this Agreement shall not exceed fifty-five thousand dollars (\$55,000.00) for the first year, and fifty-five thousand dollars (\$55,000.00) each additional year which shall be the amount budgeted by the St. Johns County Library Department for services delivered in accordance with the Contract Documents.
 - B. It is strictly understood that SirsiDynix is not entitled to the above-referenced amount of compensation. Rather, SirsiDynix's compensation shall be based upon SirsiDynix's providing the Services, detailed in the Master Agreement and attachments thereto, which are not the subject of a good faith dispute.
 - C. The County reserves the right to pro-rate or refuse payment of any submitted invoice where services were not performed in accordance with the terms of the Master Agreement and attachments thereto.
3. Availability of Funds.

The County's obligations under this Agreement are subject to the availability of lawfully appropriated funds. While the County will make all reasonable efforts, in order to provide funds needed to perform under this Agreement, (and the County agrees that it shall not execute and submit an Order Form for the purchase of any products or services from SirsiDynix unless it has properly secured funding for such purchase), the County makes no express commitment to provide such funds in any given County Fiscal Year. Moreover, it is expressly noted that SirsiDynix cannot demand that the County provide any such funds in any given County Fiscal Year.
4. Permits and Licenses.

To the extent that SirsiDynix needs to obtain/require, and maintain permits, certifications, and/or licenses, in order to perform the Services noted in this Agreement, then SirsiDynix shall be responsible for securing, obtaining/acquiring, and maintaining, at SirsiDynix's sole expense, any, and all, permits, certifications, licenses, and/or approvals required by Federal, State, and/or County law, rule, regulation, or ordinance.
5. Independent Contractor Relationship.

SirsiDynix is, and shall be, in the performance of all work services and activities under this Agreement, an independent contractor, and not an employee, agent, or servant of the County. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times and in all places be subject to SirsiDynix's sole direction, supervision, and control.

SirsiDynix shall exercise control over the means and manner in which it and its employees perform the work, and in all respects SirsiDynix's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees or agents of the County. SirsiDynix does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this Agreement.
6. Intentionally omitted
7. Intentionally omitted
8. Public Records
 - A. The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or

materials, associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State and Federal provisions. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.

- B. In accordance with Florida law, to the extent that SirsiDynix's performance under this Agreement constitutes an act on behalf of the County, SirsiDynix shall provide access to all public records made or received by SirsiDynix in conjunction with this Agreement. Specifically, if SirsiDynix is expressly authorized, and acts on behalf of the County under this Agreement, SirsiDynix shall:
- (1) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services described herein;
 - (2) Provide the public with access to public records related to this Agreement on the same terms and conditions that the County would provide the records, and at a cost that does not exceed the costs provided in Chapter 119, Florida States, or as otherwise provided by applicable law;
 - (3) Ensure that public records related to this Agreement that are exempt or confidential and exempt from public disclosure are not disclosed except as authorized by applicable law; and
 - (4) Meet all requirements for retaining public records, and transfer at SirsiDynix's sole cost and expense, all public records in the possession of SirsiDynix upon termination of this Agreement. SirsiDynix Group, Inc shall destroy any duplicate records that are exempt or confidential and exempt from public disclosure requirements in accordance with applicable State and Federal provisions. Any public records stored electronically must be provided to the County in a format that is compatible with information technology systems maintained by the County.
- C. Failure by SirsiDynix to provide such public access, whether redacted or not, shall be considered a non-remediable breach as provided in Section 9.3.1 of the Master Agreement. SirsiDynix shall promptly provide the County notice of any request to inspect or copy public records related to this Agreement in SirsiDynix's possession and shall promptly provide the County a copy of SirsiDynix's response to each such request.

9. Intentionally omitted

10. Intentionally omitted

11. Intentionally omitted

12. Personnel.

SirsiDynix represents that it has, or shall secure at its own expense, all necessary personnel required to perform the Services as noted in the Master Agreement and attachments thereto. It is expressly understood that such personnel shall not be employees of, or have any contractual relationship with the County. All of the Services required hereunder shall be performed by SirsiDynix, or under its supervision. All personnel engaged in performing the Services shall be fully qualified and, if required, authorized or permitted under federal, state and local law to perform such Services. SirsiDynix warrants that all Services shall be performed by skilled and competent personnel to the highest professional standards in the field.

13. Subcontracting.

The County reserves the right to approve the use of any subcontractor, or to reject the selection of a particular subcontractor to perform any Implementation Services work described in the Master Agreement and attachments thereto. SirsiDynix is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities. If a subcontractor fails to satisfactorily perform in accordance with the Master Agreement and attachments thereto, and it is necessary to replace the subcontractor to complete the Implementation Services work in a timely fashion, SirsiDynix shall promptly do so. The County reserves the right to disqualify any subcontractor, vendor, or material supplier based upon prior unsatisfactory performance.

14. Intentionally omitted

15. Insurance.

SirsiDynix, at its sole expense, shall secure and maintain insurance coverage in the types and amounts provided in the attached Insurance Requirements for the duration of this Agreement.

SirsiDynix shall not commence work under this Agreement until it has obtained all insurance required under this section. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. SirsiDynix shall furnish proof of Insurance to the County upon request. The Certificate(s) shall clearly indicate SirsiDynix has obtained insurance of the type, amount, and classification as required by contract and that it will provide written notice within thirty (30) days of a material change or cancellation of the insurance. Compliance with the foregoing requirements shall not relieve SirsiDynix of its liability and obligations under this Agreement.

Certificate Holder Address: St. Johns County, a political subdivision of the State of Florida
 500 San Sebastian View
 St. Augustine, FL 32084

SirsiDynix shall maintain during the life of this Agreement, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate to protect SirsiDynix from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Agreement, whether such operations be by SirsiDynix or by anyone directly employed by or contracting with SirsiDynix.

SirsiDynix shall maintain during the life of this Agreement, Technology Errors & Omissions/Professional Liability with minimum limits of \$3,000,000 per occurrence and aggregate. The Technology Errors & Omissions/Professional Liability Insurance shall cover SirsiDynix and third parties, at a minimum, the following: Liability for Technology Products/Services, Data Breach, Media Content, Privacy Liability, and Network Security. Coverage retro date shall be prior to commencement of job.

SirsiDynix shall maintain during the life of this Agreement, Cyber Liability & Data Storage Insurance with minimum limits of \$2,000,000 per occurrence, \$3,000,000 aggregate. The Cyber Liability Insurance shall cover, at a minimum, the following: Data Loss and System Damage Liability; Security Liability; Privacy Liability; and Privacy/Security Breach Response Coverage, including Notification Expenses. The Cyber Liability Insurance may be included as part of the Professional Liability Insurance required above.

SirsiDynix shall maintain during the life of this Agreement, Comprehensive Automobile Liability Insurance with minimum limits of \$300,000 combined single limit for bodily injury and property damage liability to protect SirsiDynix Group, Inc from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned vehicles, including rented/hired automobiles whether such operations be by SirsiDynix or by anyone directly or indirectly employed by a SirsiDynix .

SirsiDynix shall maintain during the life of this Agreement, adequate Workers' Compensation Insurance in at least such amounts as is required by the law for all of its employees per Florida Statute 440.02.

In the event of unusual circumstances, the County Administrator or his designee may adjust these insurance requirements.

16. Intentionally omitted

17. Successors & Assigns.

The County and SirsiDynix each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the County and SirsiDynix .

18. Intentionally omitted

19. Conflict of Interest.

SirsiDynix represents that it presently has no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of services required hereunder. SirsiDynix further represents, to the best of its knowledge, that no person having any interest shall be employed for said performance. SirsiDynix shall promptly notify the County in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance, which may influence or appear to influence SirsiDynix's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that SirsiDynix may undertake and request an opinion of SirsiDynix, whether such association, interest, or circumstance constitutes a conflict of interest if entered into by SirsiDynix. The County agrees to notify SirsiDynix of its opinion by certified mail within 30 days of receipt of notification by SirsiDynix. If, in the opinion of the County, the prospective business association, interest or circumstance would not constitute a conflict of interest by SirsiDynix, the County shall so state in the notification and SirsiDynix shall, at his/her option enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the County by SirsiDynix under the terms of this Contract Agreement.

20. Intentionally omitted

21. Arrears.

SirsiDynix shall not pledge the County's credit, or make it a guarantor of payment, or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. SirsiDynix further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

22. Ownership of Documents.

SirsiDynix acknowledges that all information provided by County to SirsiDynix shall remain solely and exclusively owned by County. Finished and unfinished documents or materials prepared by SirsiDynix under this Agreement remains the property of SirsiDynix.

23. Contingent Fees.

SirsiDynix warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for SirsiDynix to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for SirsiDynix, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

24. Access & Audits.

SirsiDynix shall maintain adequate records to justify all charges, expenses, and costs paid by County under this Agreement for at least three (3) years after completion of this Agreement. The County shall have access to such SirsiDynix books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the County's cost, upon ten (10) days written notice. County shall provide reimbursement to SirsiDynix for SirsiDynix's reasonable expenses in connection with such audits where such audits exceed two business days once per year.

25. Nondiscrimination.

SirsiDynix warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, physical handicap, sex, age or national origin.

26. Intentionally omitted

27. Intentionally omitted

28. Authority to Practice.

SirsiDynix hereby represents and warrants that it has and shall continue to maintain all license and approvals required to conduct business, and that it shall at all times, conduct its business activities in a reputable manner.

29. Intentionally omitted

30. Intentionally omitted

31. Intentionally omitted

32. Arbitration.

Neither party shall be obligated to arbitrate or permit any arbitration with respect to resolving any disputes under any of the Master Agreement and attachments thereto or in connection with the project in any manner whatsoever.

33. Notices.

All notices required in this Agreement shall be sent by certified mail, return receipt requested, and if sent to the County shall be mailed to:

St. Johns County Purchasing Department
Attn: Leigh A. Daniel, Assistant Purchasing Manager
500 San Sebastian View
St. Augustine, FL 32084

and if sent to SirsiDynix shall be mailed to:

SirsiDynix
Attn: Daniel Munro, General Counsel
3300 N. Ashton Boulevard, Suite 500
Lehi, UT 84043

34. Headings.

The heading preceding the articles and sections herein are solely for convenience of reference and shall not constitute a part of this Agreement, or affect its meaning, construction or effect.

35. No Third Party Beneficiaries.

Except as provided within the Master Agreement, including Section 10.15, both the County and SirsiDynix explicitly agree, and this Agreement explicitly states that no other third party beneficiary status or interest is conferred to, or inferred to, any other person or entity.

36. Use of County Logo.

Pursuant to, and consistent with, St. Johns County Ordinance 92-2 and Administrative Policy 101.3, SirsiDynix may not manufacture, use, display, or otherwise use any facsimile or reproduction of the County Seal/Logo without express written approval of the Board of County Commissioners of St. Johns County, Florida.

37. Survival.

In addition to Section 10.12 of the Master Agreement, it is explicitly noted that the following provisions of this Agreement, to the extent necessary, shall survive any suspension, termination, cancellation, revocation, and/or non-renewal of this Agreement, and therefore shall be both applicable and enforceable beyond any suspension, termination, cancellation, revocation, and/or non-renewal: (1) Section 8: Public Records; (2) Section 13: Insurance; and (3) Section 22: Access and Audits.

SirsiDynix Technology Center
3300 N. Ashton Boulevard,
Suite 500
Lehi, UT 84043
Phone: 800-288-8020



QUOTE

Quote 104469 for:

St. Johns County Public Library

St. Johns County Public Library - 5 Year CSA

Quote valid until: May 18, 2020

Prepared by: Tina Beecroft,
Executive Account Manager

This Quote is hereby fully incorporated into the current Agreement executed between SirsiDynix and Customer, if any. The above information is a trade secret, proprietary and confidential and is only for use by the library named above and not to be released.

Copyright 2020 Sirsi Corporation - All Rights Reserved



Quote Information

General and/or Custom Services Statement of Work

Third Party uplifts are negotiated at 3.9% uplifts

Year 1 Total = \$53,987.54

Estimates for Years 2 through 5 with rounding:

Year 2 - \$54,151

Year 3 - \$54,321

Year 4 - \$54,497

Year 5 - \$54,680

This Quote is hereby fully incorporated into the current Agreement executed between SirsiDynix and Customer, if any. The above information is a trade secret, proprietary and confidential and is only for use by the library named above and not to be released.

Copyright 2020 Sirsi Corporation - All Rights Reserved



Purchase Details

All prices are in U.S. dollars (\$) and are exclusive of taxes unless otherwise noted.

COMPONENT	Year 1	Estimated Year 2	Estimated Year 3	Estimated Year 4	Estimated Year 5
SirsiDynix Products	18,340	-	-	-	-
Discount	(18,340)	-	-	-	-
Subtotal	0	0	0	0	0

Active Products

Quantity	Total Price	COMPONENT	Note
1	6,445.43	Horizon SaaS Acquisitions	
1	2,071.24	Horizon SaaS Debt Collect (per institution)	
1	25,796.25	Horizon SaaS Core	
10	3,910.70	Horizon SaaS User Seat License (ea)	
1	6,353.99	SirsiDynix Enterprise, SaaS Annual Subscription	
1	0	Web Services, Basic for SirsiDynix Enterprise	
1	4,188.29	Enriched Content Basic Public Subscription (Per 1000 Circ)	
1	5,221.64	New Enhanced SIP Site License	
10	0	Horizon SaaS User Seat License (ea)	

Initial Term: Five (5) Years

Initial Term Annual Price Increase Cap for SirsiDynix Products/Services: 0.0% until Term renewal

The Initial Term and the Initial Term Annual Price Increase Cap set forth above shall apply to Active Products and new purchased Products/Services.

Customer's usage is subject to limitations that can be found in the Terms and Conditions section at the end of the Quote.

SirsiDynix reserves the right to adjust Initial Term pricing for Third Party/integrated products/services if a Third Party vendor increases pricing for Third Party/integrated products/services.

This Quote is hereby fully incorporated into the current Agreement executed between SirsiDynix and Customer, if any. The above information is a trade secret, proprietary and confidential and is only for use by the library named above and not to be released.

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Any applicable discount shall be applied on final payment. Any and all pre-printed terms and conditions on Customer's Purchase Order(s) submitted to SirsiDynix are hereby rejected and shall be superseded by the current Master Agreement, unless such additional terms are statutorily required of the Customer.

This Purchase Details section may not include pre-existing obligations for ongoing Products not listed in the Quote.

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Detailed Pricing

All prices are in U.S. dollars (\$) and are exclusive of taxes unless otherwise noted.

COMPONENT	Qty	Total Price Year 1
SirsiDynix Products		18,340
BLUEcloud Analytics Platform Essentials, Annual Subscription	1	2,340
Horizon SaaS User Seat License (ea)	20	16,000
BLUEcloud Analytics Q and A, Distance, Annual Subscription	1	Included
BLUEcloud Analytics SureStart-1, Distance	1	Included
BLUEcloud Analytics Package of courses, Self-Paced	1	Included
Discount		(18,340)
CSA -VIP		(18,340)
Quote Total		0

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Component Descriptions

Each description below relates to a quantity of one for the component. There may be more than one in this Quote.

SirsiDynix Products

BLUEcloud Analytics Platform Essentials, Annual Subscription

The BLUEcloud Analytics Platform provides a web-based, cloud-hosted suite of data-mining and OLAP tools with the following functionality:

- Unique view of data warehouse for analysis of your institution, collections, and users
- Supports advanced and predictive analysis to establish trends and patterns
- Presentations for effectively communicating to boards and administrators
- Drill anywhere capabilities, users can view summary-to-detail-level data
- Robust security, flexible information distribution/collaboration, and easy self-service analysis
- Ability to print, download, and e-mail data and graphs in a variety of formats (Microsoft Excel® and PowerPoint®)

This Essentials package provides 2 years of transaction data, 2 Reporter accounts, 1 Creator account and 5 Premium Feature Credits. These Credits expire at the end of each subscription year.

Minimum requirements: Symphony 3.4.1 SP3 (MS SQL Server or Oracle databases only) or Horizon 7.5.2

Horizon SaaS User Seat License (ea)

BLUEcloud Analytics Q and A, Distance, Annual Subscription

The BLUEcloud Analytics Q and A Subscription provides unlimited access to Consultant led Q and A sessions. Two sessions per month are offered. Attendees are encouraged to bring their questions, projects and issues to the each session. Consultants will address issues presented by customers.

BLUEcloud Analytics SureStart-1, Distance

SureStart is a layer of consulting support designed to smoothly transition sites into using BLUEcloud Analytics. Through one private, online session a member of the Consulting Services team will "jump start" BLUEcloud Analytics by creating two report templates for the site, providing instruction and answering staff questions. SureStart addresses issues outside the scope of training by focusing on the site's individual needs.

BLUEcloud Analytics Package of courses, Self-Paced

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Terms and Conditions

Current Contract License Limits:

Up to 910,000 annually circulated items.

Up to 50 Staff Users.

SirsiDynix SaaS Services are based on annual circulation and Staff Users. This Quote adds 20 to your contracted number of Staff Users. Annual circulation remains as contracted.

SirsiDynix Professional Services performed by way of remote network access require ssh (Unix/Linux), Remote Desktop (Windows) or unattended Logmein Rescue (Windows) access for the duration of the project. The library may limit connectivity to the SirsiDynix Corporate IP address or implement a Cisco AnyConnect VPN tunnel. Other remote connectivity options may incur additional fees, onsite travel fees or void the ability of SirsiDynix to perform the project. A full description can be found in the Access Requirement for Support Guide on our customer support website.

Maintenance must be ordered for all copies of the Software and for all elements of the Software which are used conjunctively by Customer. Customer's System shall remain within two (2) previously released software versions of the most recent version of the software at all times or an additional maintenance surcharge service charge will be added to the maintenance renewal.

Customer shall not integrate products offered by third parties into Software, Subscriptions or Subscription Software without additional license from SirsiDynix.

Payment Terms

The term of any quoted products is for no less than the Initial Term. Subsequent years' Maintenance and Subscription fees are to be paid annually in advance. Following the first year of System operation, Maintenance and Subscription fees will be subject to annual increases. Unless otherwise specifically stated in writing, products and/or services purchased at promotional prices or with promotional discounts do not qualify for such discounts or limitations on price increases for subsequent years.

SirsiDynix Products and Services

- 100% due upon delivery of the first of any quoted SirsiDynix Products and Services

Any reference to license metrics and/or licensed amounts included in this quote shall be applicable only to the Products and/or services mentioned in this quote. This document and any software or professional services associated with this document are hereby fully incorporated into the current Agreement executed between SirsiDynix and Customer. Any and all pre-printed terms and conditions on Customer's Purchase Order(s) submitted to SirsiDynix are hereby rejected and shall be superseded by the current Agreement, unless such additional terms are statutorily required of the Customer. In the event of a conflict, the terms, payment terms,

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discounts, product lists and/or statement of work contained within this document shall take precedence over the current Agreement between the parties. In the event Customer desires or requires updated terms and conditions for the continuing business relationship with SirsiDynix, please contact your regional Sales Representative.

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Signature(s)

**Customer Signature:
St. Johns County**

Sirsi Corporation dba SirsiDynix Signature:

By: _____
(Authorized Signature)

By: _____
(Authorized Signature)

Name: _____
(Printed)

Name: _____
(Printed)

Job Title: _____

Job Title: _____

Date: _____

Date: _____

Billing Address:

St. Johns County Public Library
6670 US 1 South
St. Augustine
Florida 32086
United States

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St. Johns County Board of County Commissioners

Purchasing Division

NOTICE OF SINGLE OR SOLE SOURCE PROCUREMENT

St Johns County, FL
Purchasing Division
500 San Sebastian View
St. Augustine, FL 32084
Office: (904) 209-0150

Sole/Single Source No: SS No: 20-32

Date Posted: January 30, 2020

Written Response due: February 10, 2020 by or before 3:00PM

RESPONSES SUBMITTED TO:

Name: Erin Edwards

Email Address: eedwards@sjcfl.us

Phone Number: (904) 209-0164

This is NOT a formal solicitation (RFB, RFP, RFQ) and there are no solicitation documents available. A contract or purchase order is proposed for the product(s) or service(s) identified below. St Johns County, FL, intends to negotiate and award a PO or contract to the vendor indicated in accordance with Florida State Statute 287.057(5)(c) and 120.57(3). Any responses received as a result of this Notice shall be considered solely for the purpose of determining whether an equivalent product or service can be provided by alternative source(s), which may warrant a competitive solicitation. Responses will NOT be considered as proposals, bids or quotes.

PRODUCT/SERVICE REQUIRED: SirsiDynix

DESCRIPTION: SirsiDynix Horizon is in the library's software program for acquisitions, circulation, cataloging, public catalog, collections, and inventory.

INTENDED SOLE/SINGLE SOURCE CONTRACTOR/VENDOR: SirsiDynix

PROPOSED COST: \$53,000.00

PROPOSED CONTRACT/PURCHASE TERM: Intent is for Agreement to have an initial one (1) year term with unlimited optional one (1) year renewals.

JUSTIFICATION FOR SOLE/SINGLE SOURCE: Preferred vendor due to being able to integrate with multiple aspects of service, such as with Unique Management Services, Inc.

overdue collection services, collection department, purchasing and cataloging library materials, in addition to every day circulation of library materials.

RESPONSE TO SOLE/SINGLE SOURCE:

Firms/Vendors who are capable of providing an equivalent product and/or service as stated herein may submit the following, in writing: Company Name, address, point of contact, contact information (phone #, email, etc.) and statement, description and/or capability to provide an equivalent product/service. Responses shall be submitted to the Point of Contact shown above, by or before the due date provided herein. Responses received after the provided due date shall not be considered.

ATTACHMENTS: N/A

**REQUEST FOR APPROVAL
ST JOHNS COUNTY PURCHASING**

SUBJECT: Integrated Library System software

SUGGESTED VENDOR: SirsiDynix

ESTIMATE: 53,000

REASON FOR REQUEST:

PURCHASING POLICY NUMBER:

- | | | |
|---|--|---|
| A. <input type="checkbox"/> Standardization | D. <input type="checkbox"/> Only Known Supplier | G. <input type="checkbox"/> Public Safety Emergency |
| B. <input type="checkbox"/> Spare Parts | E. <input type="checkbox"/> Delay of Construction Contractor | H. <input type="checkbox"/> Time Restriction |
| C. <input type="checkbox"/> Replacement Parts | F. <input type="checkbox"/> Environmental Urgency | I. <input checked="" type="checkbox"/> Other |

BUDGET ACCOUNT NO/DESCRIPTION:

BUDGETED AMOUNT: \$52,000

0078-53120

SirsiDynix Horizon is the library's software program for Acquisitions, Circulation, Cataloging, Public Catalog, Collections, and Inventory. We have been using this software since 2005 and it is integrated with multiple aspects of service, such as Unique Management overdue collections services, collection development, purchasing and cataloging library materials, in addition to every day circulation of library materials.

REQUISITIONER: Keith Dembek, Acquisitions Librarian

DATE: 1/28/2020

DEPT. MANAGER: Jae Bass, Technical Services Manager

DATE: 1/28/2020

DIVISION MANAGER: Debra Rhodes Gibson, Library Director

DATE: 1/29/2020

PURCHASING REVIEW

- DISPOSITION:** A. Concur with Request
B. Does not concur with Request
C. Requires approval(s) as listed below

COMMENTS:

BUYER:

DATE:

PURCHASING MANAGER:

DATE:

MANAGEMENT REVIEW

- DISPOSITION:** A. Concur with Request
B. Does not concur with Request

COMMENTS:

___ Brad Bradley, Assistant County Administrator

DATE:

___ Joy Andrews, Assistant County Administrator

DATE:

___ Hunter S. Conrad, Interim County Administrator

DATE:

(Use reverse side for additional comments)
Return to Purchasing when completed.

Revised 01/08/20