

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 10/01/2021

Contract/Lease Control #: C18-2626-LIB

Procurement#: NA

Contract/Lease Type: AGREEMENT

Award To/Lessee: SIRISDYNIX

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 10/01/2017

Expiration Date: 09/30/2021

Description of: LIBRARY SOFTWARE

Department: LIB

Department Monitor: STEVER

Monitor's Telephone #: 850-09-5102

Monitor's FAX # or E-mail: VSTEVER@MYOKALOOSA.COM

Closed: October 1, 2021

Cc: BCC RECORDS

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 10-17-2017

Contract/Lease Control #: C18-2626-LIB

Procurement#: NA

Contract/Lease Type: AGREEMENT

Award To/Lessee: SIRISDYNIX

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 10/01/2017

Expiration Date: 09/30/2018 W/RENEWALS

Description of  
Contract/Lease: LIBRARY SOFTWARED

Department: LIB

Department Monitor: STEVEER

Monitor's Telephone #: 850-609-5102

Monitor's FAX # or E-mail: VSTEVEER@CO.OKALOOSA.FL.US

Closed:

Cc: Finance Department Contracts & Grants Office



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/24/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Diversified Insurance Group 136 E. South Temple Street Suite 2300 Salt Lake City UT 84111	CONTACT NAME: Pam Christensen	
	PHONE (A/C, No, Ext): (801)325-5000 FAX (A/C, No): (801)532-2804	
INSURED Sirsi Corporation SirsiDynix 3300 N. Ashton Blvd, #500 Lehi UT 84043	E-MAIL ADDRESS: pchristensen@diversifiedinsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Great Northern Insurance	20303
	INSURER B: Federal Insurance Company	20281
	INSURER C: Chubb Indemnity Ins Co.	12777
	INSURER D: Ace American Ins. Co.	52421
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 2020 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		35988036	3/1/2020	3/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits Liability \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X		73578677	3/1/2020	3/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Hired Collision \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			79887790	3/1/2020	3/1/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	71739842	3/1/2020	3/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Cyber / E&O Liability [claims made form]			G29010432003 Retro Date: 12/15/1999	3/1/2020	3/1/2021	Lim# Per Occ./Agg. \$5,000,000 Ded. \$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Okaloosa County, their respective agents, consultants, servants and employees are named as Additional Insured with respects to written contract with the insured.  
 Insured coverage is Primary and Non-Contributory as respects to contract with the insured.

C18-2626-LIB

CERTIFICATE HOLDER Okaloosa County BOCC CANCELLATION

Okaloosa County 5479A Old Bethel Road Crestview, FL 32536  <b>MAR 10 2020</b>  Received by Risk Management	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE Pam Christensen/PC <i>Pamela M Christensen</i>
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# CERTIFICATE OF LIABILITY INSURANCE

C18-2626-TDD

DATE (MM/DD/YYYY)

2/28/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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<b>PRODUCER</b> Diversified Insurance Group 136 E. South Temple Street Suite 2300 Salt Lake City UT 84111		<b>CONTACT NAME:</b> Pam Christensen <b>PHONE (A/C No. Ext):</b> (801) 325-5000 <b>FAX (A/C No.):</b> (801) 532-2804 <b>E-MAIL ADDRESS:</b> pchristensen@diversifiedinsurance.com	
<b>INSURED</b> Sirsi Corporation SirsiDynix 3300 N. Ashton Blvd, #500 Lehi UT 84043		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Great Northern Insurance NAIC # 20303 <b>INSURER B:</b> Federal Insurance Company 20281 <b>INSURER C:</b> Chubb Indemnity Ins Co. 12777 <b>INSURER D:</b> Ace American Ins. Co. 52421 <b>INSURER E:</b> <b>INSURER F:</b>	

**COVERAGES** **CERTIFICATE NUMBER: 2019** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

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D	Cyber / E&O Liability [claims made form]			629010432001 Retro Date: 12/15/1999	3/1/2019	3/1/2020	Limit Per Occ/Agg. \$5,000,000 Ded. \$100,000

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Insured coverage is Primary and Non-Contributory as respects to contract with the insured.

Okaloosa County BOCC

CERTIFICATE HOLDER **MAR 04 2019**

**CONTRACT#: C18-2626-LIB**  
**SIRISDYNIX**  
**LIBRARY SOFTWARE**  
**EXPIRES: 09/30/2021 W/1 1 YR RENEWAL**

Okaloosa County  
5479A Old Bethel Road  
Crestview, FL 32536

Received by  
Risk Management

AUTHORIZED REPRESENTATIVE

Pam Christensen/PC

*Pamela M Christensen*

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/2/2018

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<b>PRODUCER</b> Diversified Insurance Group 136 E. South Temple Street Suite 2300 Salt Lake City UT 84111		<b>RECEIVED</b> MAR 08 2018 BY: <i>PC</i>	<b>CONTACT NAME:</b> Pam Christensen <b>PHONE (A/C No., Ext.):</b> (801) 325-5000 <b>FAX (A/C No.):</b> (801) 532-2804 <b>E-MAIL ADDRESS:</b> pchristensen@diversifiedinsurance.com																					
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**COVERAGES**                      **CERTIFICATE NUMBER: 2018**                      **REVISION NUMBER:**

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<b>CERTIFICATE HOLDER</b> Okaloosa County 5479A Old Bethel Road Crestview, FL 32536	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Pam Christensen/PC <i>Pamela M Christensen</i>
--	--

**PROCUREMENT/CONTRACT/LEASE  
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: TBD ~~C08-1685-LIB~~ Tracking Number: \_\_\_\_\_

Procurement/Contractor/Lessee Name: SirsiDynix Grant Funded: YES X NO \_\_\_

Purpose: Library Software

Date/Term: 1 October 2017/4 years, one (1) year option 1.  GREATER THAN \$50,000

Amount: \$35,834.25 2. X GREATER THAN \$25,000

Department: Library Cooperative 3.  \$25,000 OR LESS

Dept. Monitor Name: Vicky Stever

**Purchasing Review**

Procurement or Contract/Lease requirements are met:

[Signature] Date: 22 Sep 2017

Purchasing Director or designee Greg Kisela, DeRita Mason, Matthew Young, David Underwood

**2CFR Compliance Review (if required)**

Approved as written: \_\_\_\_\_ (No federal funding involved per Ms Stever.)

N/A Date: 22 Sep 2017

Grants Coordinator Renee Biby

**Risk Management Review**

Approved as written: \_\_\_\_\_ (Insurance requirements with cyber insurance provided to vendor)

[Signature] Date: 9-26-17

Risk Manager or designee Laura Porter or Krystal King

**County Attorney Review**

Approved as written: \_\_\_\_\_

see email attached Date: 9-28-17

County Attorney Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Following Okaloosa County approval:

**Contracts & Grants Office**

Document has been received: \_\_\_\_\_

\_\_\_\_\_ Date: \_\_\_\_\_

Contracts & Grants Manager Marcella Eubanks, Mindy Kovalsky, Ashley Endris

## DeRita Mason

---

**From:** Parsons, Kerry <KParsons@ngn-tally.com>  
**Sent:** Thursday, September 28, 2017 8:21 AM  
**To:** David Underwood; Lynn Hoshihara  
**Cc:** DeRita Mason; Matthew Young  
**Subject:** RE: OKALOOSA COUNTY PURCHASING (David Underwood: FOLLOW UP- Renewal for Sirsi Library Software CO8-1685-LIB (Expiring 9/30/2017)- Expedited Legal Review Requested

This is approved for legal purposes.

---

**From:** David Underwood [mailto:[dunderwood@co.okaloosa.fl.us](mailto:dunderwood@co.okaloosa.fl.us)]  
**Sent:** Tuesday, September 26, 2017 4:34 PM  
**To:** Lynn Hoshihara; Parsons, Kerry  
**Cc:** DeRita Mason; Matthew Young  
**Subject:** OKALOOSA COUNTY PURCHASING (David Underwood: FOLLOW UP- Renewal for Sirsi Library Software CO8-1685-LIB (Expiring 9/30/2017)- Expedited Legal Review Requested

Good afternoon to our Legal Team,

This contract expires on 9/30/2017. Could I request your assistance in review. Sent forward on Sep 22, 2017. Legal review is last stop before taking to County Administrator for approval----Hope you find it acceptable.

As explained before below---- Mods are done to their master agreement as instructed for indemnification, hold harmless, state law and legal venue. The trick with this one is the vendors insistence on a 4 year/1 year commitment. Earlier in the process I was told this should not be a problem. Pricing remains the same for FY 2017. Requested and obtained cyber insurance with their other coverages.

Sole Source document is provided as part of the package.

If you could respond back to myself, DeRita and Matt, I appreciate it... I will be in an out Wed and Friday.

David K. Underwood, CBBP, CPPO, SPSM  
Interim Purchasing Manager  
Okaloosa County Purchasing  
(850)689-5960  
[dunderwood@co.okaloosa.fl.us](mailto:dunderwood@co.okaloosa.fl.us)

Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

---

**From:** David Underwood  
**Sent:** Friday, September 22, 2017 3:04 PM  
**To:** Lynn Hoshihara <[lhoshihara@co.okaloosa.fl.us](mailto:lhoshihara@co.okaloosa.fl.us)>; Kerry Parson ([KParsons@ngn-tally.com](mailto:KParsons@ngn-tally.com)) <[KParsons@ngn-tally.com](mailto:KParsons@ngn-tally.com)>  
**Subject:** OKALOOSA COUNTY PURCHASING (David Underwood: Renewal for Sirsi Library Software CO8-1685-LIB (Expiring 9/30/2017)- Expedited Legal Review Requested

Good afternoon to our Legal Team,

Username

Password

[Log In](#)[Forgot Username?](#)[Forgot Password?](#)[Create an Account](#)

ALERT: The U.S. Small Business Administration (SBA) updated its Table of Small Business Size Standards adopting the Office of Management and Budget's 2017 revision of the North American Industry Classification System (NAICS) effective October 1, 2017. The revised NAICS Codes and their corresponding size standards will be available in SAM for use in entity registrations starting October 7, 2017. The updated table of size standards is available now on SBA's website at [www.sba.gov/size](http://www.sba.gov/size).

<h1>Entity Dashboard</h1> <ul style="list-style-type: none"> <li><a href="#">Entity Overview</a></li> <li><b>Entity Registration</b> <ul style="list-style-type: none"> <li><a href="#">Core Data</a></li> <li><a href="#">Assertions</a></li> <li><a href="#">Reps &amp; Certs</a></li> <li><a href="#">POCs</a></li> </ul> </li> <li><a href="#">Exclusions</a> <ul style="list-style-type: none"> <li><a href="#">Active Exclusions</a></li> <li><a href="#">Inactive Exclusions</a></li> <li><a href="#">Excluded Family Members</a></li> </ul> </li> </ul>	<p><b>SIRSI CORPORATION</b></p> <p>DUNS: 035036813 CAGE Code: 0EXJ8</p> <p>Status: Active</p> <p>Expiration Date: 01/06/2018</p> <p>Purpose of Registration: All Awards</p>	<p>3300 N ASHTON BLVD SUITE 500</p> <p>LEHI, UT, 84043-0000 ,</p> <p>UNITED STATES</p>
	<h2>Entity Overview</h2> <div style="border: 1px dashed gray; padding: 10px;"> <p><b>Entity Registration Summary</b></p> <p>Name: SIRSI CORPORATION            Doing Business As: SIRSIDYNIX            Business Type: Business or Organization            Last Updated By: Legal Admin            Registration Status: Active            Activation Date: 01/06/2017            Expiration Date: 01/06/2018</p> <p><b>Exclusion Summary</b></p> <p>Active Exclusion Records? No</p> </div>	

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IBM v1.P.2.20170623-1606

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This is a U.S. General Services Administration Federal Government computer system that is "FOR OFFICIAL USE ONLY." This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.



# SOLE SOURCE PURCHASE DATA SHEET

Date: July 3, 2017 PR No.: C08-1685-LIB Requestor: Vicky Stever Phone No.: 609-5102

Department/Division: Library Cooperative

**Item Description:** Licensing and maintenance for Symphony Integrated Library System (ILS) software for all library cooperative locations to store and access databases of customers and library holdings and to perform library operations such as circulation and cataloging of materials, customer notices, online customer access to collections including discovery layer for 3<sup>rd</sup> party vendor services, web site hosting, and availability of custom statistical reports and services.

**Requesting Department's Suggested Vendor:** SirsiDynix

**Vendor's Address:** 3300 N. Ashton Boulevard, Suite 500; Lehi, UT 84043

**Vendor's Telephone No.:** 800-288-8020

**Point of Contact:** Linda Bone

**Sole Source Justification:** This proprietary software system was installed originally in 2003, undergoing a major upgrade/transition in 2008 due to a corporate merger. Expiring contract was executed in 2008. Over the intervening years, the software has been customized for specific needs of the library cooperative. County IT staff, who support this system for the library cooperative, have undergone training and are equipped to support it.

All library system software is proprietary in nature; no other company can provide maintenance on a product purchased from another. Therefore, SirsiDynix is the sole source of licensing and maintenance for the existing software product. The cost of changing vendors and ILS products would be substantially more than renewing the existing software. Servers would have to be reconfigured by IT. Both IT and library staff would need training on a new system. Per research with purchasing there are no cooperative or consortium purchasing opportunities nor a State of Florida term contract for this software product and support.

*Vicky Stever*

Requesting Department Director Signature

*9/22/2017*

Date

**REVIEW BY PURCHASING DEPARTMENT  
VERIFY IF OTHER SOURCES OF SUPPLY MEETS THIS NEED**

**Vendor #1 Contact:** \_\_\_\_\_ **Phone No.:** \_\_\_\_\_  
**Vendor #2 Contact:** \_\_\_\_\_ **Phone No.:** \_\_\_\_\_  
**Vendor #3 Contact:** \_\_\_\_\_ **Phone No.:** \_\_\_\_\_

**Buyer Comments:**

Research was accomplished on my part to validate if a state contract existed, if any cooperative contracts exist or if any other Florida government contracts were in place to support a piggyback option. University of West Florida, State Colleges and School Districts do not use Sirsi. Validated with company a piggyback option does not exist. Vendor will only accept a 4 year, one (1) year option contract. Legal stated this is acceptable. Price was not increased from FY2017.

*David K. Underwood*

Signature of Buyer Who Reviewed  
David K. Underwood

*9/22/2017*

Date

Purchasing Services Coordinator Comments:

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\_\_\_\_\_  
Purchasing Services Coordinator Signature

\_\_\_\_\_  
Date

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**PURCHASING MANUAL - SOLE SOURCE DETERMINATION**

**Comments:**

This proprietary software cannot be easily replaced and is proprietary. It fills a specific need for the library cooperative and is available only from SirsiDynix.

Approve:  \_\_\_\_\_

Disapprove: \_\_\_\_\_

Amount of Purchase: \$35,834.25

Date: \_\_\_\_\_

  
\_\_\_\_\_

Purchasing Director Signature

9/25/17

Date



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/21/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Diversified Insurance Group 136 E. South Temple Street Suite 2300 Salt Lake City UT 84111	CONTACT NAME: Pam Christensen	
	PHONE (A/C, No, Ext): (801) 325-5000 FAX (A/C, No): (801) 532-2804 E-MAIL ADDRESS: pchristensen@diversifiedinsurance.com	
INSURED Sirsi Corporation SirsiDynix 3300 N. Ashton Blvd, #500 Lehi UT 84043	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Great Northern Insurance	20303
	INSURER B: Federal Insurance Company	20281
	INSURER C: Chubb Indemnity Ins Co.	12777
	INSURER D:	
	INSURER E:	
	INSURER F:	

## COVERAGES

CERTIFICATE NUMBER: 2017

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	35988036	3/1/2017	3/1/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits Liability \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	73578677	3/1/2017	3/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Hired Collision \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 0		79887790	3/1/2017	3/1/2018	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	71739842	3/1/2017	3/1/2018 <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Cyber / E&O Liability [claims made form]		35988036 Retro Date: 12/15/1999	3/1/2017	3/1/2018	Limit Per Occ./Agg. \$5,000,000 Ded. \$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Okaloosa County, their respective agents, consultants, servants and employees are named as Additional Insured with respects to written contract with the insured.

Insured coverage is Primary and Non-Contributory as respects to contract with the insured.

## CERTIFICATE HOLDER

## CANCELLATION

Okaloosa County 5479A Old Bethel Road Crestview, FL 32536	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Pam Christensen/PC <i>Pamela M Christensen</i>

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## MASTER AGREEMENT BETWEEN OKALOOSA COUNTY PUBLIC LIBRARY COOPERATIVE 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 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 connected to the Subscriptions, not to interfere with another customer's use

Customer Initial and Date: \_\_\_\_\_

*JA* 10/2/17

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; (vi) use the Protected Materials to provide processing services to third

Customer Initial and Date: \_\_\_\_\_

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 the amounts 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 30 days written notice in advance. Invoices become past due 30 days after the invoice date. Interest accrues on past due balances at the higher of 1½% per month or the highest rate allowed by law. 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. Customer agrees to indemnify SirsiDynix from any liability or expense incurred by SirsiDynix as a result of Customer's failure or delay in paying such sales tax due.

**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 By Customer.** ~~To the extent allowed by law, Customer shall defend or settle, at its option and expense, any action, suit or proceeding brought against SirsiDynix by a third party arising out of or in connection with: (i) any claim that Customer Data infringes on the intellectual property rights of a third party; (ii) any claim by a Customer user or (iii) any claim that Customer or a Customer's user is using the Product in a manner that violates the provisions of the Master Agreement. Customer's obligations under this section are contingent upon: (a) SirsiDynix providing Customer with prompt written notice of such claim; (b) SirsiDynix providing reasonable cooperation to Customer, at Customer's expense, in the defense and settlement of such claim; and (c) Customer having sole authority to defend or settle such claim.~~ Reserved.

**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

Customer Initial and Date: \_\_\_\_\_

*JA 10/2/17*

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 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 TWO 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 term of Software Maintenance, Hardware Maintenance, Subscriptions, and Subscription Software as applicable, is specified in the Quote ("Initial Term"). The Initial Term shall automatically renew for the same length as the Initial Term 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](mailto: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 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 Utah Florida without giving effect to its principles of conflict of laws. Any dispute shall be litigated in the state or federal courts located in Utah-Okaloosa County, Florida 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.

**10.18 Counterparts.** The Master Agreement and each Schedule may be executed in one or more counterparts, each of which shall constitute an

Customer Initial and Date:     *JA 10/2/17*



File: Okaloosa County Public Library Cooperative

GC# 351685

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.

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

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.

\*\*\*\*\*

**END OF MASTER AGREEMENT**

Okaloosa County Public Library Cooperative 204 N. Partin Drive Niceville, Florida 32578	Sirsi Corporation SirsiDynix Technology Centre 3300 N. Ashton Blvd. – Suite 500 Lehi, UT 84043
Sign: 	DocuSigned by:  Sign: <u>88C80FB042144A3</u>
Print Name: <u>John Hofstad</u>	Print Name: <u>Scott Askew</u>
Title: <u>Okaloosa County Administrator</u>	Title: <u>Secretary/General Counsel</u>
Date: <u>10/2/17</u>	Date: <u>Sep-28-2017   10:58 MDT</u>

Customer Initial and Date:  10/3/17

**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.sirsidyndix.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: \_\_\_\_\_





Renewal Quote: 35188520170622MH  
Okaloosa County Public Library Cooperative

Item Number	Item Description	Serial Number	Qty	Coverage Effective Dates From	To	SOL Date	Price
10011	SirsiDynix Symphony Reference LIBRARIAN		1	1/Oct/17	30/Sep/18		
11185	SirsiDynix Symphony Core		1	1/Oct/17	30/Sep/18		
12320	Web Services, Basic for SirsiDynix Enterprise		1	1/Oct/17	30/Sep/18		
10382	Enriched Content Basic Public Subscription (Per 1000 Circ)		1	1/Oct/17	30/Sep/18		
11170	Oracle Embedded License		1	1/Oct/17	30/Sep/18		
11215	SirsiDynix Symphony SmartPort, Unlimited Users		1	1/Oct/17	30/Sep/18		
M-0979	Upgrade of existing SIP Licenses to SIP2		1	1/Oct/17	30/Sep/18		
11199	SirsiDynix Symphony SIP license, per certified vendor		1	1/Oct/17	30/Sep/18		
11711	SirsiDynix Symphony SIP2 interface Per Certified Vendor	Brocart	1	1/Oct/17	30/Sep/18		
11711	SirsiDynix Symphony SIP2 interface Per Certified Vendor	Overdrive	1	1/Oct/17	30/Sep/18		
13040	SirsiDynix eResource Central Gateway Services - Annual Subscription		1	1/Oct/17	30/Sep/18		
13132	SirsiDynix eRC Connector for OverDrive - Annual Subscription		1	1/Oct/17	30/Sep/18		
12855	SirsiDynix Enterprise, SaaS Annual Subscription		1	1/Oct/17	30/Sep/18		
11174	Horizon-to-SirsiDynix Symphony e-Library PAC Option		1	1/Oct/17	30/Sep/18		
12440	Platinum Services Package		1	1/Oct/17	30/Sep/18		
11337	PocketCirc HP IPaq 2490 Handheld Device - 1		1	1/Oct/17	30/Sep/18		
11337	PocketCirc HP IPaq 2490 Handheld Device - 2		1	1/Oct/17	30/Sep/18		

All prices are in U.S. Dollars and are exclusive of taxes unless otherwise noted.

Applicable taxes will be added to all invoices. If you are tax exempt please submit a current exemption form along with the signed quote.

Signature authorizes SirsiDynix to raise an invoice in accordance with this quote.

Any questions regarding this quote can be directed to:  
Mike Harbrecht  
[Mike.Harbrecht@sirsidyndix.com](mailto:Mike.Harbrecht@sirsidyndix.com)

Total 35,834.26

  
Signature \_\_\_\_\_ Date 10/17  
John Hofstad - County Administrator  
Please Print Name and Title



**Renewal Quote: 35168520170622MH**  
**Okaloosa County Public Library Cooperative**

Item Number	Item Description	Serial Number	Qty	Coverage Effective Dates From	To	EOL Date	Price
10011	SirsiDynix Symphony Reference	LIBRARIAN	1	1/Oct/17	- 30/Sep/18		
11185	SirsiDynix Symphony Core		1	1/Oct/17	- 30/Sep/18		
12320	Web Services, Basic for SirsiDynix Enterprise		1	1/Oct/17	- 30/Sep/18		
						Symphony	12,212.18
10382	Enriched Content Basic Public Subscription (Per 1000 Circ)		1	1/Oct/17	- 30/Sep/18		
						Enriched Content-Basic Subscription	2,973.21
11170	Oracle Embedded License		1	1/Oct/17	- 30/Sep/18		
						Oracle Renewal	6,593.46
11216	SirsiDynix Symphony SmartPort, Unlimited Users		1	1/Oct/17	- 30/Sep/18		
						Cataloging	0.00
M-0979	Upgrade of existing SIP Licenses to SIP2		1	1/Oct/17	- 30/Sep/18		
11196	SirsiDynix Symphony SIP license, per certified vendor		1	1/Oct/17	- 30/Sep/18		
11711	SirsiDynix Symphony SIP2 Interface Per Certified Vendor	Brodart	1	1/Oct/17	- 30/Sep/18		
11711	SirsiDynix Symphony SIP2 Interface Per Certified Vendor	Overdrive	1	1/Oct/17	- 30/Sep/18		
						SIP/SIP2 License	1,559.02
13040	SirsiDynix eResource Central Gateway Services - Annual Subscription		1	1/Oct/17	- 30/Sep/18		
13132	SirsiDynix eRC Connector for OverDrive - Annual Subscription		1	1/Oct/17	- 30/Sep/18		
						E-Resource Central	2,882.57
12856	SirsiDynix Enterprise, SaaS Annual Subscription		1	1/Oct/17	- 30/Sep/18		
						Enterprise Subscription	4,614.35
11174	Horizon-to-SirsiDynix Symphony e-Library PAC Option		1	1/Oct/17	- 30/Sep/18		
						SirsiDynix PAC	0.00
12440	Platinum Services Package		1	1/Oct/17	- 30/Sep/18		
						Platinum Services	4,999.46
11337	PocketCirc HP IPaq 2490 Handheld Device - 1		1	1/Oct/17	- 30/Sep/18		
11337	PocketCirc HP IPaq 2490 Handheld Device - 2		1	1/Oct/17	- 30/Sep/18		
						Hardware Peripheral-Scanner	0.00

All prices are in U.S. Dollars and are exclusive of taxes unless otherwise noted.

Applicable taxes will be added to all invoices. If you are tax exempt please submit a current exemption form along with the signed quote.

Signature authorizes SirsiDynix to raise an invoice in accordance with this quote.

Any questions regarding this quote can be directed to:  
 Dillon Haderlie  
[Dillon.Haderlie@SirsiDynix.com](mailto:Dillon.Haderlie@SirsiDynix.com)

  
 Signature  
  
 Date  
**John Hofstad - County Administrator**  
 Please Print Name and Title

**Total 35,634.25**

## DRUG-FREE WORKPLACE CERTIFICATION

THE BELOW SIGNED RESPONDENT CERTIFIES that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under quote a copy of the statement specified in subsection 1.
4. In the statement specified in subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under quote, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in, drug abuse assistance or rehabilitation program if such is available in employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

DATE: Sep-19-2017 | 11:43 MDT

SIGNATURE: DocuSigned by:  
Scott Askew  
80C00F6042134A3...

COMPANY: Sirsi Corporation dba  
SirsiDynix

NAME: Scott Askew  
\_\_\_\_\_  
(Typed or Printed)

ADDRESS: SirsiDynix Technology Centre  
3300 N. Ashton Blvd. - Suite 500  
Lehi, UT 84043

TITLE: Secretary/General Counsel  
\_\_\_\_\_

E-MAIL: legal@sirsidynix.com  
\_\_\_\_\_

PHONE NO.: 800-288-8020  
\_\_\_\_\_

## CONFLICT OF INTEREST DISCLOSURE FORM

For purposes of determining any possible conflict of interest, all respondents, must disclose if any Okaloosa Board of County Commissioner, employee(s), elected officials(s), or if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their business.

Indicate either "yes" (a county employee, elected official, or agency is also associated with your business), or "no". If yes, give person(s) name(s) and position(s) with your business.

YES: \_\_\_\_\_ NO:  \_\_\_\_\_

NAME(S) POSITION(S)

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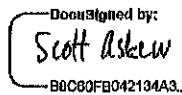
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FIRM NAME: sirsi corporation dba  
sirsidynix

BY (PRINTED): Scott Askew

BY (SIGNATURE):    
 DocuSigned by:  
Scott Askew  
B0C80FB042134A3...

TITLE: Secretary/General Counsel

ADDRESS: SirsiDynix Technology Centre  
3300 N. Ashton Blvd. - Suite 500  
Lehi, UT 84043

PHONE NO.: 800-288-8020

E-MAIL: legal@sirsidynix.com

DATE: sep-19-2017 | 11:43 MDT

## FEDERAL E-VERIFY COMPLIANCE CERTIFICATION

In accordance with Okaloosa County Policy and Executive Order Number 11-116 from the office of the Governor of the State of Florida, Respondent hereby certifies that the U.S. Department of Homeland Security's E-Verify system will be used to verify the employment eligibility of all new employees hired by the respondent during the contract term, and shall expressly require any subcontractors performing work or providing services pursuant to the contact to likewise utilize the U.S. Department of Homeland Securities E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term; and shall provide documentation such verification to the COUNTY upon request.

As the person authorized to sign this statement, I certify that this company complies/will comply fully with the above requirements.

DATE Sep-19-2017 | 11:43 MDT

SIGNATURE: DocuSigned by:  
*Scott Askew*  
B8C80FB042134A3...

COMPANY: sirsi corporation dba  
sirsidynix

NAME: Scott Askew

ADDRESS: SirsIDynix Technology Centre  
3300 N. Ashton Blvd. - Suite 500  
Lehi, UT 84043

TITLE: Secretary/General counsel

E-MAIL: legal@sirsidynix.com

PHONE NO.: 800-288-8020

## GENERAL SERVICES INSURANCE REQUIREMENTS W/CYBER LIABILITY

### CONTRACTOR'S INSURANCE

1. The Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance and such insurance has been approved by the Okaloosa County Risk Manager or designee.
2. All insurance policies shall be with insurers licensed to do business in the State of Florida.
3. All insurance shall include the interest of all entities named and their respective agents, consultants, servants and employees of each and all other interests as may be reasonably required by Okaloosa County as Additional Insured. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
4. The County shall be listed as Additional Insured by policy endorsement on all insurance contracts applicable to this Agreement except Workers' Compensation.
5. The County shall be furnished proof of coverage by certificates of insurance (COI) and endorsements for every applicable insurance contract required by this Agreement. The COI's and policy endorsements must be delivered to the County Representative not less than ten (10) days prior to the commencement of any and all contractual Agreements between the County and the Contractor.
6. The County shall retain the right to reject all insurance contracts that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day notice to the Contractor.
7. The insurance definition of Insured shall include Subcontractor, Sub-subcontractor, and any associated or subsidiary companies of the Contractor, which are involved, and which is a part of the contract.
8. The County reserves the right at any time to require the Contractor to provide certified copies of any insurance policies to document the insurance coverage specified in this Agreement.
9. The designation of Contractor shall include any associated or subsidiary company which is involved and is a part of the contract and such, if any associated or subsidiary company involved in the project must be named in the Workers' Compensation coverage.

*OKALOOSA COUNTY*



10. All insurance policies shall include a clause to provide 30 days written notice to Okaloosa County for any changes, cancellations or non-renewal of the policy, with the exception of 10 day notice for cancellation due to non-payment of premium. Such notice shall be given directly to the County Representative.

#### **WORKERS' COMPENSATION INSURANCE**

1. The Contractor shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been approved by the County.
2. Such insurance shall comply with the Florida Workers' Compensation Law.
3. No class of employee, including the Contractor himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.

#### **BUSINESS AUTOMOBILE AND COMMERCIAL GENERAL LIABILITY INSURANCE**

1. The Contractor shall maintain Business Automobile Liability insurance coverage throughout the life of this Agreement. The insurance shall include Owned, Non-owned & Hired Motor Vehicle coverage.
2. The Contractor shall carry other Commercial General Liability insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures.
3. All liability insurance (other than Professional Liability) shall be written on an occurrence basis and shall not be written on a claims-made basis. If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in this Agreement. If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated in the Limits of Liability, the Contractor shall notify the County representative in writing. The Contractor shall purchase additional liability insurance to maintain the requirements established in this Agreement. Umbrella or Excess Liability insurance can be purchased to meet the Limits of Liability specified in this Agreement.

#### **LIMITS OF LIABILITY**

*OKALOOSA COUNTY*

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer's liability with limits as prescribed in this contract:

	<u>LIMIT</u>
1. Worker's Compensation	
1.) State	Statutory
2.) Employer's Liability	Statutory
2. Business Automobile	\$1,000,000 each occurrence (A combined single limit)
3. Commercial General Liability	\$1,000,000 each occurrence
4. Personal and Advertising Injury	\$1,000,000
5. Products and Completed Operations	\$1,000,000 per occurrence
6. Cyber Liability	\$1,000,000
7. Professional Liability	\$1,000,000

#### **NOTICE OF CLAIMS OR LITIGATION**

The Contractor agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the Contractor's knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the Contractor becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

#### **CERTIFICATE OF INSURANCE**

1. Certificates of insurance, in duplicate, indicating the job site and evidencing all required coverage must be submitted to and approved by Okaloosa County prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County, 5479A Old Bethel Road, Crestview, Florida, 32536.
2. All policies shall expressly require 30 days written notice to Okaloosa County at the address set out above, or the cancellations of material alterations of such policies, and the Certificates of Insurance, shall so provide.
3. All certificates shall be subject to Okaloosa County's approval of adequacy of protection and the satisfactory character of the Insurer. County reserves the right to approve or

*OKALOOSA COUNTY*

reject all deductible/SIR above \$10,000. The Certificates of Insurance shall disclose any and all deductibles or self-insured retentions (SIRs).

4. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Contractor's full responsibility. In particular, the Contractor shall afford full coverage as specified herein to entities listed as Additional Insured.
5. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR. Specific written approval from Okaloosa County will only be provided upon demonstration that the Contractor has the financial capability and funds necessary to cover the responsibilities incurred as a result of the deductible or SIR.

### **GENERAL TERMS**

Any type of insurance or increase of limits of liability not described above which, the Contractor required for its own protection or on account of statute shall be its own responsibility and at its own expense.

The carrying of the insurance described shall in no way be interpreted as relieving the Contractor of any responsibility under this contract.

Should the Contractor engage a subcontractor or sub-subcontractor, the same conditions will apply under this Agreement to each subcontractor and sub-subcontractor.

The Contractor hereby waives all rights of subrogation against Okaloosa County and its consultants and other indemnities of the Contractor under all the foregoing policies of insurance.

### **UMBRELLA INSURANCE**

The Contractor shall have the right to meet the liability insurance requirements with the purchase of an umbrella insurance policy. In all instances, the combination of primary and umbrella liability coverage must equal or exceed the minimum liability insurance limits stated in this Agreement.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

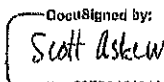
*OKALOOSA COUNTY*

DATE: Sep-21-2017 | 15:37 MDT

COMPANY: Sirsi Corporation dba  
Sirsidynix

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PHONE  
NO.: \_\_\_\_\_

SIGNATURE:   
\_\_\_\_\_

NAME: Scott Askew  
(Typed or Printed)

TITLE: Secretary/General Counsel

E-MAIL: legal@sirsidynix.com