



Monterey County

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066

Board Order

Agreement No.: A-11821

Upon motion of Supervisor Salinas, seconded by Supervisor Calcagno, and carried by those members present, the Board of Supervisors hereby:

Approved and affirmed the County Librarian's execution of the Professional Services Agreement (PSA) (A-11821) with Polaris Library Systems for the period of November 5, 2010 through November 5, 2015, for library automation software, staff training and hosting services in the amount of \$304,804.

PASSED AND ADOPTED on this 26th day of February 2013, by the following vote, to wit:

AYES: Supervisors Armenta, Calcagno, Salinas, Potter, and Parker

NOES: None

ABSENT: None

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 76 for the meeting on February 26, 2013.

Dated: March 4, 2013
File Number: 13-0152

Gail T. Borkowski, Clerk of the Board of Supervisors
County of Monterey, State of California

By Denise Hancock
Deputy

COUNTY OF MONTEREY AGREEMENT FOR PROFESSIONAL SERVICES
(MORE THAN \$100,000) *

This Professional Services Agreement ("Agreement") is made as of the last date opposite the respective signatures by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and GIS Information Systems, Inc. doing business as Polaris Library Systems, a wholly owned subsidiary of PLS Solutions, Inc. a New York Corporation, with its principal place of business at 103 Commerce Boulevard, Liverpool, New York 13088 (hereinafter "CONTRACTOR"), hereafter collectively referred to as "the parties".

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1. SERVICES TO BE PROVIDED. The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in the attached Exhibits A through H, incorporated by this reference in conformity with the terms of this Agreement. The services are generally described as follows:

Provide Polaris Integrated Library System with Hosted Services. This proprietary Integrated Library System will provide the hardware, software and services necessary for the cataloging, acquisitions and circulation functions of the Monterey County Free Libraries

2. PAYMENTS BY COUNTY. County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit E**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of **\$304,804**. Additional goods and/or services may be procured by the County pursuant to Article 20.1 herein.

3. TERM OF AGREEMENT. This Agreement is effective on the last date opposite the respective signatures for an initial term ending five (5) years from the effective date or the Live Date whichever date occurs later, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and CONTRACTOR may not commence work before County signs this Agreement and further, may not commence work until County issues a "Notice to Proceed" pursuant to Section 9 of this Agreement.

4. ADDITIONAL PROVISIONS/EXHIBITS. The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A	Additional Consideration
Exhibit B	Library Statistics
Exhibit C	Hosted Services
Exhibit D	Polaris ILS Software
Exhibit E	Cost Summary
Exhibit F	Enhanced Data Content for PAC
Exhibit G	PC Workstation Requirements
Exhibit H	Implementation Schedule

5. PERFORMANCE STANDARDS.

5.01. CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.

PSA over \$100,000

Page 1 of 22

* Approved by County Board of Supervisors on (date) _____

5.02. CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

5.03. CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6. PAYMENT CONDITIONS.

6.01. CONTRACTOR shall submit to the Contract Administrator an invoice on a form acceptable to County. If not otherwise specified, the CONTRACTOR may submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice as the County may require. The Contract Administrator or his or her designee shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

6.02. CONTRACTOR shall not receive reimbursement for travel expenses unless set forth in this Agreement.

7. TERMINATION.

7.01. During the term of this Agreement, the County may terminate the Agreement for convenience by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

7.02. During the term of this Agreement, the County may terminate this Agreement for good cause by giving the CONTRACTOR written notice to cure any failure to perform under this Agreement. If the CONTRACTOR fails to cure any failure to perform under this Agreement within thirty (30) days of receipt of such notice to cure, the County may, at its sole option, terminate this Agreement with immediate effect. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

8. INDEMNIFICATION. CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents and employees from and against any and all claims, liabilities, and losses whatsoever, (including damages to property and injuries to or death of persons, court costs, and reasonable attorney's fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's

action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

9. INSURANCE.

9.01. Evidence of Coverage:

Prior to commencement of this Agreement, the CONTRACTOR shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the CONTRACTOR upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The CONTRACTOR shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the CONTRACTOR.

9.02 Qualifying Insurers: All coverage's except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

9.03 Insurance Coverage Requirements: Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

Exemption/Modification (Justification attached; subject to approval).

Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

Exemption/Modification (Justification attached; subject to approval).

Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

Exemption/Modification (Justification attached; subject to approval).

Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same

liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

Exemption/Modification (Justification attached; subject to approval).

9.04. Other Insurance Requirements:

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10. RECORDS AND CONFIDENTIALITY.

10.01. Confidentiality. CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County

PSA over \$100,000

Page 4 of 22

* Approved by County Board of Supervisors on (date) _____

specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

10.02. County Records. When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.

10.03. Maintenance of Records. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three year period, then CONTRACTOR shall retain said records until such action is resolved.

10.04. Access to and Audit of Records. The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code Section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

10.05. Royalties and Inventions. County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, all computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement that are produced solely and exclusively for the use of the County in conjunction with the operation of the Polaris Integrated Library System. CONTRACTOR shall not publish any such material without the prior written approval of County.

11. **NON-DISCRIMINATION.** During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12. **COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANT.** If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13. **INDEPENDENT CONTRACTOR.** In the performance of work, duties, and obligations under this

Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

14. **NOTICES.** Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:

FOR CONTRACTOR:

Chris Ricker, Managing Librarian

Alastair Cameron, Mngr Contracts & Proposals

Name & Title

Name & Title

188 Seaside Cir., Marina, CA
93927

103 Commerce Boulevard, Liverpool, NY 13088

Address

Address

831 883 - 7567

315-634-4514

Phone

Phone

15. MISCELLANEOUS PROVISIONS.

15.01 Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.

15.02 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

15.03 Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

15.04 Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.

15.05 Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.

15.06 Assignment and Subcontracting. The parties to this Agreement shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the other party. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the

County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

- 15.07 Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 15.08 Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.09 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.10 Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.
- 15.11 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California and shall be subject to the jurisdiction of the Superior Court of the State of California for the County of Monterey and/or the Sixth District Appellate Court as may be applicable.
- 15.12 Non-exclusive Agreement. This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 15.13 Construction of Agreement. The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 15.14 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 15.15 Authority. Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 15.16 Integration. This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.
- 15.17 Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

CONTRACTOR (POLARIS LIBRARY SYSTEMS)

By: _____
Contracts/Purchasing Manager

By: [Signature]
Signature of Chair, President or Vice-President

Date: _____

William Schickling, President
Name/Title

By: Jayanti Addelman
Department Head (if applicable)

Date: 10/12/2013

By: _____
Chair, Board of Supervisors (if applicable)

By: [Signature]
Signature of Secretary, Asst. Secretary Treasurer or
Asst. Treasurer
Kevin M. Bryans CFO/Treasurer
Name/Title

Date: _____

Approved as to Form and Legality¹

By: [Signature]
Deputy County Counsel

Date: 9/29/2010

Approved as to Fiscal Provisions²

By: [Signature]
Auditor/Controller

Date: 9/29/10

RISK MANAGEMENT
COUNTY OF MONTEREY
Approved as to Liability Provisions³
APPROVED AS TO INDEMNITY/
INSURANCE LANGUAGE

By: [Signature]
Risk Management

By: _____
Date: 9/30/10

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

¹ Approval by Office of the County Counsel is required
² Approval by Auditor/Controller is required
³ Approval by Risk Management is required only if changes are made in paragraph 8 or 9

PSA over \$100,000

* Approved by County Board of Supervisors on (date) _____

Exhibit A
Additional Considerations

16. Definitions

- Map*
- 16.1. "Hosted Services" shall refer to the services listed and set forth under Exhibit C herein and which may be modified, added to, or replaced during the term of this Agreement pursuant to a mutual, written agreement by and between the parties to this Agreement.
- 16.2. "Polaris ILS Software" shall refer to all hosted and client applications proprietary to CONTRACTOR and provided by CONTRACTOR to the County under this Agreement.
- 16.3. "Polaris ILS Hardware" shall refer to the hardware under the control and ownership of CONTRACTOR which is used to provide the Polaris ILS Software and Hosted Services; and which hardware may be modified, added to, or replaced during the term of this Agreement provided that the performance thereof is not thereby caused to degrade.
- 16.4. "Polaris ILS Software Materials" shall refer to any machine readable or printed material, including but not limited to documentation stored on CD, On-Line Help files and hard-copy guides, which are designated by CONTRACTOR as available under license to libraries who have licensed the Polaris ILS Software to which those materials relate.
- 16.5. "County Equipment" shall refer to the hardware and software, including, but not limited to, those components that enable access to the Internet, which the County is required to have in order to use and enable the Polaris ILS Software and Hosted Services to be provided in accordance with this Agreement, and which may be provided independently by the County or which may be purchased by the County as part of this Agreement.
- 16.6. "Network" shall refer to all communications hardware and software under the control and ownership of CONTRACTOR, and which may be modified, added to, or replaced during the term of this Agreement provided that the performance thereof is not thereby caused to degrade.
- 16.7. "System" shall refer to the Polaris ILS Hardware, Polaris ILS Software and Network as the same operate together in the provision of the Hosted Services
- 16.8. "Live Date" is defined as the day on which the County uses the System in a live, production mode for normal daily business, including searching the public access catalog and circulating materials. Warranty on software, and subscription service costs, are both measured from this date.
- 16.9. "VPN" is defined as the site-to-site network that provides an Internet-based wide area network for securely connecting the County to the Polaris ILS.

17. Furnishing of Deliverables

Based on the statistics in Exhibit B, which the County agrees are reasonably correct as of the date of this Agreement, Polaris will provide Services as detailed in the attached Schedules at the fees indicated in Exhibit E.

18. Implementation Schedule

- 18.1. A provisional Implementation Schedule is set forth under Exhibit H herein, and includes all required tasks, a timeline of all required tasks, an indication of which party is responsible for completion of each task, and expected duration of each task. The Schedule will be subject to change pursuant to the mutual written agreement of the parties. Upon completion of implementation, both parties shall mutually agree to a Live Date pursuant to Article 16.8. herein.

19. Return or Destruction of Licensed Software

If this Agreement is terminated and the right to continued use of the Polaris ILS Software and Software Materials under the conditions set forth herein is withdrawn, then all Polaris ILS Software and Software Materials must be returned to Polaris, or if so requested in writing by Polaris, destroyed. Within one (1) month after the date of cessation or termination of any license granted hereunder, the County will furnish to Polaris if requested, a certification that through the County's best efforts and to the best of the County's knowledge, the original and all copies of the Polaris ILS Software Materials received from Polaris or made in connection with such license have been returned or destroyed. This requirement will apply to all copies in any form, including translations, whether partial or complete, and whether or not modified or merged into other software materials as authorized herein.

20. Payment

20.1. Costs for the initial term of this Agreement are enumerated in Exhibit E herein. Unless specified elsewhere in this Agreement, unit costs for Polaris Software and Services will be held at the quoted rate(s) for 1 year from the execution of this Agreement. After Year One, any increase to unit costs for Polaris Software and Services shall not exceed 10% per year or the Consumer Price Index (CPI), whichever is less. Costs for additional Third Party software, hardware and services which are not within the scope of this Agreement are subject to change and will be quoted at the then current rate. The parties understand and agree that costs for Software Maintenance, Hosted Services, Hosted Environment Enhanced Data Content for PAC Subscription shall be set for five (5) years from the Live Date in accordance with the Annual Payments schedule as set forth in Exhibit E.

20.2. Payment for deliverables shall be made as set forth in Exhibit E herein. Subsequent payments will be made on the annual anniversary of the Live Date.

20.3 If a legal action is required to enforce a term or condition of this Agreement, the prevailing party shall be entitled to the sum of actual damages, costs of the action, and reasonable attorney's fees based on the time necessary to enforce the action. California Civil Code Sections 1717 and 1788.30 shall apply to the recovery of costs and fees by the prevailing party in any such action.

20.4. Annual payment for Software Maintenance, Hosted Services, Hosted Environment and Subscription Service fees will commence one (1) year from the Live Date. Fees for Software Maintenance, Hosted Services, Hosted Environment and Subscription Services have been projected for the first five (5) years of this Agreement and set forth in Exhibit D herein. Polaris will provide the County with one hundred and twenty (120) days written notice prior to the enactment of said fees.

Following the initial term of this Agreement, annual fees will be renewed at the then current rates with one hundred and twenty (120) days written notice prior.

Following the initial term of this Agreement, and upon receipt of notification of any such change in the annual fees, the County may, with thirty (30) days prior written notice, terminate this Agreement upon the effective date of such increase. Otherwise the new fee will become effective upon the date specified in the notice.

20.5. CONTRACTOR reserves the right to offer new goods and/or services at any time during the initial or extended term of this Agreement. Where such goods and/or services involve a one-time and/or an ongoing fee, CONTRACTOR shall provide the County with ninety (90) days written notice of any such offer.

20.6. For Polaris Software purchased after the execution date of this Agreement but prior to the Live Date, a one year warranty will be provided. For Polaris Software purchased after the execution date of this Agreement which is not within the scope of this Agreement, maintenance charges will commence upon the installation date of the Software and a separate Agreement or Amendment to this Agreement shall be executed in writing between the parties to this Agreement.

21 Licenses

- 21.1. CONTRACTOR hereby grants to the County a non-transferable, non-exclusive, and non-sublicenseable license during the term of this Agreement to use the Polaris ILS Software, the Polaris ILS Software Materials, and any ancillary software, solely in conjunction with the Hosted Services as defined in this Agreement. It is declared that the County shall have no right to use the same for any other purpose or at any other time.
- 21.2. No title to or ownership of the Polaris ILS Software or Polaris ILS Software Materials is transferred to the County, and they remain the proprietary property of the owning entity.
- 21.3. All licensed Polaris ILS Software and Polaris ILS Software Materials contain CONTRACTOR proprietary information, use of which is limited by the licenses granted in this Agreement. The County shall not allow the Polaris ILS Software or any portion thereof, to be reverse compiled, disassembled, or in any way altered. The County shall not modify any licensed Polaris ILS Software in machine-readable form nor merge such Polaris ILS Software with other software programs. The County will not disclose or otherwise make available, except as required by law, any licensed Polaris ILS Software Materials in any form to any third party except to the County's employees, or to agents directly concerned with licensed use of said materials. The County may customize Software Materials and on-line help files, but CONTRACTOR disclaims any responsibility for their maintenance.
- 21.4. CONTRACTOR may terminate all proprietary licenses granted hereunder and require return of the Polaris ILS Software Materials upon written notice to the County if the County fails to comply with these terms and conditions.

22. The County's Responsibilities

- 22.1. The County acknowledges the PC Workstation requirements set forth under Exhibit G herein, and will assume responsibility for purchasing, installing, configuring and maintaining all other hardware components necessary, including but not limited to:
- VPN compatible with Polaris' network,
 - hardware Firewall,
 - anti-virus software,
 - County-specific network components and connectivity,
 - PC Workstations and maintenance,
 - Scanners and maintenance,
 - Printers and maintenance,
 - Uninterruptible Power Supplies,
 - cables,
- The County will also assume responsibility for determining, in consultation with CONTRACTOR, the viability of existing County Equipment in conjunction with the System.
- 22.2. The County shall designate no more than two (2) key personnel to act as CONTRACTOR's sole point(s) of contact with the County following execution of this Agreement.
- 22.3. The County is responsible for providing and maintaining an Internet connection with sufficient bandwidth for reliable operation and support. At its sole discretion, County may provide CONTRACTOR with reliable remote access via the Internet to any County equipment that directly or indirectly affects the ability of County to access and use the Polaris ILS Software. This access must be sufficient, in CONTRACTOR's and the County Information Technology Department's collective opinion, to satisfy any on-going warranties set forth under this Agreement.
- 22.4. During the implementation process, the County will provide CONTRACTOR with reliable remote access to their current system to facilitate the extraction of the County's data, pursuant to the services provided under Exhibit C herein.
- 22.5. The County will accept responsibility for the data concerning the County's system profile and system parameters that it has provided to CONTRACTOR based on guidelines for the profile and parameters set

by CONTRACTOR. CONTRACTOR agrees to provide prompt written notice of any material discrepancy of which it becomes aware between data provided by the County and data required for effective functioning of the Polaris Software. CONTRACTOR is not responsible for how County uses the ILS, or for the results that County obtains from such usage. Once the ILS is installed and running, County has full control as to how it uses, or misuses, the ILS product. CONTRACTOR disclaims all responsibility for the use or function of the Polaris Software or for the results obtained therefrom, once the ILS is installed and running. The parties understand and agree that the Live date shall be considered the time that the ILS is installed and running for the purposes of this Article 22.5

22.6. Pursuant to Article 22.1, the County will accept responsibility for the installation, performance and maintenance of all third party hardware/software components on the Polaris ILS that are not supplied by CONTRACTOR under this Agreement. CONTRACTOR may provide consultation Services or diagnostic support relating to the County's use of such third party hardware and software, and shall reserve the right to charge, at the rate of \$200 per hour.

23. Site Preparation

It is understood and agreed that the Hosted Service fee does not include any costs with regard to the preparation of the County site or the installation of County Equipment. The County shall, at its own expense, prepare the site to house the County Equipment, shall provide suitable electric service for operation of said County Equipment.

24. Privacy of Data

CONTRACTOR agrees not to use patron details such as names, addresses, etc., for any purpose other than providing requested service to the County and agrees not to transmit County data to any third party, except as specifically and expressly requested and authorized in writing by the County.

25. Protection and Security

25.1. The County will take appropriate action, by instruction, Agreement or otherwise, with any persons permitted access to licensed Polaris ILS Software and Polaris ILS Software Materials so as to enable the County to satisfy its obligations under Article 21 herein.

25.2. All licensed Polaris ILS Software Materials contain CONTRACTOR proprietary information, use of which is limited by the licenses granted in this Agreement. The County will not disclose or otherwise make available, except as required by law, any licensed Polaris ILS Software Materials in any form to any third-party except to the County's employees, or to agents directly concerned with licensed use of the program. Subject to the limitations of this article, the County may make additional copies of the Polaris ILS Software Materials.

26. Warranty

26.1. CONTRACTOR warrants that the Polaris ILS Software will perform substantially in accordance with the Polaris ILS Software Materials in effect on the Live Date. CONTRACTOR agrees to make reasonable efforts to correct all reproducible material errors in the Polaris ILS Software and discrepancies between the Polaris ILS Software Materials and the actual Polaris ILS Software performance. CONTRACTOR disclaims any responsibility for the use or function of the Software beyond the parameters set forth in the Software Materials. CONTRACTOR does not warrant that the operation of the Polaris ILS Software and its availability to the County via the Internet, will be uninterrupted or error-free or that all program defects will be corrected. In addition, due to the continual development of new techniques for intruding upon and attacking networks, CONTRACTOR does not warrant that the Polaris ILS Software or any equipment, system or network on which the Polaris ILS Software is used will be free of vulnerability to intrusion or attack.

EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH IN THIS AGREEMENT, THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND/OR ANY OTHER TYPE WHETHER EXPRESSED OR IMPLIED, WRITTEN OR ORAL.

26.2. CONTRACTOR disclaims any responsibility for correcting any inability by the County to connect to the Polaris ILS Software as a result of the failure or mis-configuration of the County Equipment. CONTRACTOR may provide consultation services or assistance relating to the failure or mis-configuration of County Equipment, and reserves the right to charge for said services or assistance at the rate of \$200 per hour.

| 27. Support Services

- 27.1. Support Services constitute Software Maintenance and Hosted Services - as defined under Exhibit C herein.
- 27.2. Polaris ILS Software updates will be made available periodically. CONTRACTOR shall have full discretion as to the timing and content of Polaris ILS Software updates during the term of this Agreement. Failure to release Polaris ILS Software updates during any specific term does not constitute default on the part of CONTRACTOR because of the continuation of the provision of Software Maintenance and Hosted Services. Given the complexity of the library automation environment, including such factors as evolving standards, developmental tools, and market demands, CONTRACTOR reserves the right to modify its development plan for future releases for the best interests of its current customers, its organization (from a support perspective) and future marketability.
- 27.3. Each type of program service and maintenance specified will be available unless discontinued by CONTRACTOR upon one hundred and eighty (180) days written notice and in the event that any program services and/or maintenance is discontinued by CONTRACTOR, any and all related costs associated with said program service and/or maintenance to County shall be reduced accordingly.
- 27.4. CONTRACTOR reserves the right to charge at \$200 per hour for any additional effort that results from providing services for a licensed program altered by the County, or for support made necessary by the failure of the County to maintain system and network security in accordance with industry best practices.
- 27.5. Telephone diagnostic service is available during the following hours: 8:30am - 8:00pm, Eastern Standard Time, Monday through Friday, excluding standard Polaris holidays. From 8:30-5:00pm Eastern Standard Time customers will be able to call Customer Support and reach their Site Manager or Technical Support Specialist. From 5:00pm-8:00pm Eastern Standard Time customers will reach the Site Manager or Technical Support Specialist working at CONTRACTOR headquarters that night. At 8:00pm the phones will be transferred to the answering service. Emergency referrals from CONTRACTOR's Operations Center to on-call personnel will be available 24 hours per day, 7 days per week. Emergency assistance is limited to work in correcting problems which impact critical functionality of the System. Software service calls that cannot be solved immediately will be referred to specialists within the Operations Center.
- 27.6. All software service calls are logged-in as "incident reports" for tracking purposes or referral to technicians and specialists within the customer support center. All calls are prioritized according to a scheme of site down, critical, high, moderate and low. Issues categorized as site down and critical receive immediate attention. Issues categorized as high will be reviewed, with action being initiated within 24 hours. Incidents classified as moderate or low take the lowest priority with action being initiated within 48 hours. Site managers and support technicians review and work their queues daily to achieve the timeliest resolution of all issues. Electronic transfer can be used to provide immediate software fixes when required.

| 28. Patent and Copyright

- 28.1. CONTRACTOR will defend the County against any administrative claim or lawsuit that alleges that licensed Polaris ILS Software and/or Polaris ILS Software Materials furnished and used within the scope of the license granted herein infringe a U.S. patent or copyright and CONTRACTOR will pay any and all resulting costs, damages and attorneys fees, provided that: (a) the County promptly notifies CONTRACTOR in writing of the administrative claim or lawsuit, and (b) CONTRACTOR has sole control of the defense and all related settlement negotiations.

- 28.2. In addition to any other requirements for indemnification and defense of County by CONTRACTOR set forth in this Agreement, if such claim or lawsuit has occurred, or in CONTRACTOR's opinion is likely to occur, the County agrees to permit CONTRACTOR at its option at no additional expense to the County either to procure for the County the right to continue using the licensed Polaris ILS Software and/or Polaris ILS Software Materials, or to replace or modify the same so that they become non-infringing. If neither of the foregoing alternatives is reasonably available, the County agrees on one (1) month's written notice from CONTRACTOR to return or destroy all copies of the licensed Polaris ILS Software Materials received from CONTRACTOR and all copies thereof, and to receive a refund for any monies paid for the lease of said Polaris ILS Software licenses.
- 28.3. CONTRACTOR shall have no obligation to defend the County or to pay costs, damages, or attorney's fees for any claim based upon the County's use of licensed Polaris ILS Software that has been altered by the County without CONTRACTOR's express permission and in direct breach of Article 21.3. herein.
- 28.4. The foregoing states the entire obligation of CONTRACTOR with respect to infringement of patents or copyrights.
29. Limitation of Remedies
For any claim or action by County concerning performance or non-performance by CONTRACTOR pursuant to or in any way related to the subject matter of this Agreement and any Amendment to this Agreement, the County shall be entitled to recover actual damages, costs and attorneys fees not to exceed the total amount of applicable insurance coverage required and as set forth in Section 9 of this Agreement.
30. Severability
If any provision of this Agreement is invalid, illegal or unenforceable under any applicable statute or rule of law, it is to that extent to be deemed omitted, and the remaining provisions shall not be affected in any way.
31. Saving Clause
Typographical errors are subject to correction.
32. Taxes not included
The charges shown on this Agreement do not reflect applicable state and local taxes that may be added to the amounts shown at the time of invoicing.
33. Force Majeure
Any delay or nonperformance of any provision of this Agreement caused by conditions beyond the reasonable control of the performing party shall not constitute a breach of this Agreement, provided that the delayed party has taken reasonable measures to notify the other of the delay in writing. The delayed party's time for performance shall be deemed to be extended for a period mutually agreeable to both parties. Conditions beyond a party's reasonable control include, but are not limited to, natural disasters, acts of government after the date of the Agreement, power failure, fire, flood, acts of God, labor disputes, riots, acts of war and epidemics. Failure of subcontractors and inability to obtain materials shall not be considered a condition beyond a party's reasonable control. This provision does not relieve the County of its obligation to make payments then owing for goods and/or the performance of work or services provided under this Agreement.
34. Proprietary Information
The parties to this Agreement understand and agree that in the performance of work or services under this Agreement, or in contemplation thereof, either party may have access to private or confidential information which may be owned or controlled by the other party, and that such information may contain proprietary details, disclosures, or sensitive information which disclosure to, or use by, a third party will be damaging or illegal. Both parties agree that all information, disclosed by one party to the other, which is in written form and which is marked confidential, or not marked confidential but known to be confidential such as library patron data or library patron records, shall be held in confidence and used only in performance of services under this Agreement. Both parties shall exercise the same standard of

care to protect such information as is used to protect their own proprietary data.

35. Ownership of Data

CONTRACTOR acknowledges the County's ownership of the various databases installed upon the System. Upon termination of this Agreement by either party, or upon conclusion of the Agreement term, CONTRACTOR agrees to assist the County in extracting all County-owned data from the System. Such assistance shall include personnel time and CONTRACTOR's best efforts, provision of documentation regarding the format and contents of the extracted data, verification that extracted data is complete and in a form suitable for use by the County, and other assistance necessary for the extraction of data. Such assistance shall be provided by CONTRACTOR at no charge to the County if termination of this Agreement by the County comes as a direct result of a breach, by CONTRACTOR, of any of the terms and conditions set forth herein; in all other circumstances concerning termination, CONTRACTOR shall be entitled to charge the County at its then current rates for data extraction services, including any actual expenses for travel to County. The data shall include all contents of all files created, maintained, and owned by the County, including all bibliographic data, holdings data, patron data, in-process transaction data associated with circulation control, cataloging, acquisitions, serials control, and any other activity or subsystem in use by the County. Wherever standards such as MARC exist for the format of that data, CONTRACTOR will furnish such data in the standard format. Appropriate documentation shall be provided. These Services will not be delayed or withheld by CONTRACTOR in the event of any legal proceeding initiated by either party.

36. Returned Goods Authorization.

36.1. Goods mistakenly configured or shipped by CONTRACTOR will be picked up at CONTRACTOR's expense and a full credit will be applied to the County's account. In order to assure the timely handling of returns, a Returned Materials Authorization number must accompany all returns.

36.2. Goods mistakenly ordered by the County may be returned within 30 days of sale. If the return is in its original packaging and fit for resale as new, the County's account will be credited for the selling price less a 15% restocking fee and less any shipping and handling charges. The County must obtain a Returned Materials authorization number and ship the return at its own expense, including insurance for the replacement value of the return. If the return is lost in shipment, the County remains liable to CONTRACTOR for the full purchase price as invoiced and must collect from the carrier or insurer. If the return is shipped to CONTRACTOR without a Returned Goods Authorization, an additional tracing fee may be deducted from the value of the return. If the return is in a condition that prevents its resale as new, the County will receive credit only for the value as determined by CONTRACTOR for use as maintenance spares or for sale as used equipment. Software licenses, barcode labels and all custom goods are not returnable.

37. Specific Functionality

Library Thing for Libraries: While the Polaris Integrated Library System fully integrates with Library Thing for Libraries, CONTRACTOR is not a re-seller of this product.

Mobile PAC: this functionality has been included at no initial cost. The annual maintenance fee for this product has been added to the ongoing costs under Exhibit E.

Library by Mail: this functionality will be included with general release 4.0 this year at no additional cost.

38. Notwithstanding any other provision of this Agreement, to the extent that the Agreement authorizes travel as a component of the Agreement, travel reimbursements shall not exceed the IRS Allowance rates as per the County of Monterey Travel Policy. A copy of the County of Monterey's Travel Policy is available on the County Auditor-Controller's web site at:

<http://www.in.co.monterey.ca.us/auditor/pdfs/travelpolicy2008.pdf>

Exhibit B Library Statistics

1.	Estimated Number of Patron Records	122,078
2.	Estimated Number of Item Records	429,598
3.	Estimated Number of Bibliographic (MARC) Records	183,607
4.	Estimated Number of Authority Records	328,685
5.	Items Issued Annually	1,122,594
6.	Staff Client Licenses	90

7. Name and address of main County location:

Monterey County Free Libraries
 188 Seaside Drive
 Marina, CA 93933

8. Other locations:

- Aromas Branch
- Big Sur Branch
- Bradley Branch
- Buena Vista Branch
- Carmel Valley Branch
- Castroville Branch
- Gonzales Branch
- Greenfield Branch
- King City Branch
- Marina Branch
- Pajaro Branch
- Parkfield Branch
- Prunedale Branch
- San Ardo Branch
- San Lucas Branch
- Seaside Branch
- Soledad Branch
- Bookmobile North County
- Bookmobile South County
- Bookmobile Reading Safari
- Library by Mail

Exhibit C Hosted Services

One-Time Services	Description
Training	<ul style="list-style-type: none"> ▪ 4 days on-site training: Patron Services, Cataloging, PAC ▪ 3 days on-site training on Acquisitions and Serials ▪ 1 day on-site training on System Administration ▪ Export Express Webinar training ▪ Authority Control Webinar training
Implementation Services	<ul style="list-style-type: none"> ▪ project management ▪ profiling assistance, and scheduling ▪ 2 day on-site implementation/consultation
Data Migration	Extraction & migration of bibliographic, authority, item, patron and transaction records from Dynix Classic
Authority Control Processing	<ul style="list-style-type: none"> ▪ Authority Control Processing on 183,607 bib records ▪ Project Management by CONTRACTOR
Software	Polaris server software and staff licenses
Polaris ILS Software Materials	One (1) complete set of Polaris ILS documentation on a CD
On-Going Services	Description
Use of Hardware & 3 rd Party Software	Ongoing use of requisite hardware and 3 rd party software licenses
Network Usage	On-going use of 5Mbps bandwidth to access Hosted Services
Hosted Technical Support	<ul style="list-style-type: none"> ▪ monitor Polaris ILS server jobs and batch procedures ▪ maintain the system server software configuration ▪ load server operating system patches ▪ upgrade Polaris ILS servers to all new releases ▪ load operating system patches on servers ▪ update and monitor server virus protection ▪ maintain host-site Internet connectivity and capacity ▪ ensure successful backups of the system ▪ maintain server hardware and capacity ▪ monitor system activity
Hosted System Administration	<ul style="list-style-type: none"> ▪ manage Polaris ILS configuration changes ▪ perform Polaris ILS system administration tasks as required ▪ update system policy tables on an as-needed basis (such as dates closed, loan periods, patron and fine codes)
Periodic Maintenance	Polaris reserves the right to perform periodic maintenance on the hosted server(s). Such maintenance would occur between the hours of 5:00am - 7:00am, and may necessitate a service outage during part or all of this timeframe. Notification of any such outage will be provided to the County in advance.

County will be responsible for the following:

- reports & notices;
- cost associated with optional Polaris upgrade training;
- cost of custom reports & SQL queries;

PSA over \$100,000

Page 17 of 22

* Approved by County Board of Supervisors on (date) _____

Exhibit D
Polaris ILS Software

- Polaris ILS Database (full and documented schema available via Extranet)
- Z39.50 Server
- SMTP For email notification (Library may also use other email server)
- Remote Patron Authentication via SIP2 service
- Find Tool (Over 600 search points available)
- Cataloging with authority control
 - MARC validation program
 - Bibliographic and authority records importing interfaces
 - Fully integrated WYSIWYG Label Printing (see/edit before you print)
- Circulation
 - Offline circulation, inventory and Bookmobile (one offline client per location at no additional cost)
 - Group holds
 - OCLC Inter Library Loan Interface
- Record set (bulk change operations for patron, item, authority and bibliographic records)
- Z39.50 client
- System Administration (familiar Directory / Tree structure with point-and-click options)
- Integrated desktop Reports and Notices (with export to Excel, Word, PDF, HTML, XML and other formats)
- Extensive online help
- Polaris ILS PowerPAC supports Internet Explorer 6.0 +, Netscape Navigator 7.0+, Mozilla Firefox, Opera 8.02+, Safari 1.2+
- Multiple database searching
- Patron Authentication
- My Account Options: Self-registration, search agent alerts, pre-notification of overdues, reading history, formatted title lists (MLA, Chicago Manual of Style, etc.)
- Customizable Dashboards (automated links to bestsellers, subject areas, etc.)
- Acquisitions
- Serials
- SimplyReports
- Spanish language interface to PAC
- Export Express
- Collection Agency interface
- Self-Check interface x 9
- Mobile PAC

Optional Software/Services:

Product	Price
Additional Staff Client License	\$750 + maintenance
Children's Interface to PAC	\$3,500 + maintenance
Multilingual Interface to PAC - Vietnamese, Korean or French	\$3,500 each + maintenance
Course Reserves	\$1,500 + maintenance
Outreach Services	\$2,000 + maintenance
Additional Training/Consultation - minimum 2 days on-site	\$1,800 per day inc. expenses

PSA over \$100,000

* Approved by County Board of Supervisors on (date) _____

Exhibit E Cost Summary

<u>Service Description</u>	<u>Year One Costs</u>
Training (8 days)	\$14,525
Implementation Services	\$5,600
Hosted Services & Hosted Environment	\$57,000
Data Extraction & Migration (Dynix Classic)	\$27,550
Authority Control Processing	\$14,884
Enhanced Data Content for PAC Subscription	\$2,627
Spanish language interface to PAC	\$5,000
Self-Check interface to 3M units x 9 (RFID)	N/C
Collection Agency interface	\$3,500
Export Express	\$1,500
Mobile PAC	N/C
Polaris Software	\$152,750
Includes:	
• Polaris Server Software	
• 90 Staff Licenses	
• Unlimited PAC access	
• 5 SimplyReports Licenses	
Sub-Total:	\$284,936
Less Discount	(\$184,805)
Total Year One:	\$100,131
Initial Payment Due by September 1st 2010	\$60,000
Final Payment due on Live Date	\$40,131

Annual Payments:

Software Maintenance, Hosted Services, Hosted Environment	\$48,268
Enhanced Data Content for PAC Subscription	\$2,732
Total Year Two: Due one (1) year from Live Date	\$51,000
Software Maintenance, Hosted Services, Hosted Environment	\$48,268
Enhanced Data Content for PAC Subscription	\$2,841
Total Year Three: Due two (2) years from Live Date	\$51,109
Software Maintenance, Hosted Services, Hosted Environment	\$48,268
Enhanced Data Content for PAC Subscription	\$2,955
Total Year Four: Due three (3) years from Live Date	\$51,223
Software Maintenance, Hosted Services, Hosted Environment	\$48,268
Enhanced Data Content for PAC Subscription	\$3,073
Total Year Five: Due four (4) years from Live Date	\$51,341

Note: Maintenance & Hosted Services charges will be subject to change after Year 5.

* PSA over \$100,000

* Approved by County Board of Supervisors on (date) _____

Exhibit F Enhanced Data Content for PAC
--

Subscription Service to Syndetic Solutions

Polaris is a reseller for Syndetic Solutions, which offers enriched content for display in the PAC, including tables of contents, first chapters, full color cover images, reviews, etc. Pricing for Syndetic Solutions is an annual subscription, based on annual circulation statistics. Price increases may occur on an annual basis, at the time of subscription renewal. The Library's reported annual circulation is 1,122,594. Based on this figure, the first-year annual subscription will be as follows (the Library may de-select elements as required to the minimum annual fee of \$550):

Component	Annual Cost
Table of Contents	\$539
Fiction and Biography Profiles	Not Selected
Find Similar Titles (must also buy Fiction Profile)	Not Selected
Series Information	\$539
Awards	Not Selected
Summaries	\$539
Cover Images	\$651
First Chapters/Excerpts	\$359
Author Notes	Not Selected
PW Review (includes Criticas Review)	Not Selected
LJ Review	Not Selected
SLJ Review	Not Selected
Choice Review	Not Selected
Booklist Review	Not Selected
Horn Book Review	Not Selected
Spanish	Not Selected
German	Not Selected
Video & Music 1	Not Selected
Total Annual Subscription Fee	\$2,627

Exhibit G PC Workstation Requirements
--

Technical Service/Staff Access Workstations and Patron Access Workstations-

Operating Systems	- Windows XP Professional (32-bit only) with current Service Pack - Windows Vista Business (32-bit or 64-bit) with current Service Pack - Windows Vista Ultimate (32-bit or 64-bit) with current Service Pack - Windows Vista Enterprise (32-bit or 64-bit) with current Service Pack - Windows 7 Professional (32-bit or 64 bit) with current Service Pack (Ultimate or Enterprise Editions)
System Processor	1 GHz or better
System Memory	- XP 32-bit Professional: Recommended 1GB - Minimum Required: 512MB - Vista Business (32-bit or 64-bit): Recommended: 2GB - Minimum: 1GB - Windows 7 (32-bit or 64-bit): Recommended: 2GB - Minimum: 1GB
Hard Disk Requirements	Minimum: 10 GB
Video Requirements	SVGA Graphics Controller /4 MB Video Memory or better
Other	100 Mbps NIC Card
Monitor	17" (1024 x 768)

Remote Desktop Services (Terminal Services)

Remote Desktop Services works by allowing individual applications to run on a server, rather than on the user's workstation. Remote Desktop Services simply sends screen images to the user's machine, and the user's machine in turn sends keystrokes and mouse movements back to the server. By doing this, Remote Desktop Services allows clients to run applications that they might otherwise not have the hardware or bandwidth to support. The Remote Desktop Protocol (RDP) has been designed and optimized to give users a good application experience over low-bandwidth connections. Because only keyboard, mouse and screen drawing information is sent over the network, a quality user experience can be attained under very low-bandwidth conditions. The client access device can either be a full rich Windows personal computer, or a thin client.

Requirements:

Remote Desktop Connection (RDC) client version 6.1 or higher.

Reliable network connectivity with adequate bandwidth (estimated 20Kbps-30Kbps per concurrent RDC user) and low end-to-end network latency between the workstation and Windows Terminal Server

**Exhibit H
Implementation Schedule**

<u>Week</u>	<u>Description</u>	<u>Responsible Party</u>
1 July 2010	Contract finalized and approved	Library
Week of 12 July	Initial phone call to discuss and establish project schedule and plan	Polaris/Library
Week of 19 July	Prep and ship implementation package to Library	Polaris
Week of 19 July	Polaris orders all necessary hosting hardware and software	Polaris
Week of 9 August	Implementation visit (2 days on site) - Discussion of Project, Profile, System Administration and Scheduling will be included.	Polaris/Library
Week of 16 August - 23 August	Library works on profiles and submits profile to Polaris	Library
Week of 30 August	Implementation profile input	Polaris
Week of 6 Sept	Polaris stages and installs all server hardware and software at collocation facility	Polaris
Week of 6 Sept - 13 Sept	Configuration of VPN connectivity, testing of VPN connectivity and remote desktop access to hosted environment	Polaris/Library
10 Sept	Test data pull from Classic	Polaris
Week of 13 Sept	Data mapping	Polaris/Library
Week of 13 Sept	Send bib records out for authority control processing. Library begins modified cataloging. Based on workflow discussions, "modified cataloging" could take several forms.	Polaris/Library
Week of 20 September	Test/training data load	Polaris
Week of 27 September	System Admin/Reporting/SimplyReports training	Polaris/Library
Week of 4 October	PAC/Cataloging/Circ training	Polaris/Library
Week of 11 October	Acquisitions & Serials training	Polaris/Library
Week of 18 October - 25 October	Staff training at Library	Library
Week of 25 October	Authority records received back	Polaris
29 October	Final data pull after close of business, for production data load. NOTE: This date may be adjusted based on load times observed in the training data load	Polaris
30 October	Library goes off line with Polaris. NO MORE WORK IN OLD SYSTEM. Staff will be able to check materials in and out, and register patrons in Polaris Off line. No collecting fines or fees, placing holds or other patron activity. Classic catalog can stay up, with holds and patron account functions disabled.	Library
Week of 1 November	Production data load, authority load and link	Polaris
3 November	Library uploads offline circulation files after close of business	Library
4 November	Library goes live on Polaris	Library
5 November	Set Live Date	Polaris

CONTRACTOR is referred to as "Polaris" under this Exhibit.

PSA over \$100,000

Page 22 of 22

* Approved by County Board of Supervisors on (date) _____