

Publication of the agenda and the approximate times are a guide to, and not a limitation on, the activities of Trustees.

Fairhaven Branch Library, 1117 12th Street, Bellingham, Washington
Fireplace Room – 3:30 p.m.

<u>AGENDA</u>	<u>TIME (approx.)</u>
1. Call to order and introductions	2 min
2. Approve/modify agenda	1 min
3. Public comment This time is set aside for members of the public to make comments or ask questions. Please limit remarks to three to five minutes.	5 min
4. Consent agenda All matters listed on the consent agenda are considered routine and may be approved in a single motion. A trustee may ask that an item be removed from the consent agenda and considered separately. <ul style="list-style-type: none">• Communications and FYI• Minutes September 15, 2015: regular board meeting• Library performance & activity measures September 2015• Financial reports Claims: September 2015	2 min
5. National Friends of Libraries Week, October 18-24, 2015 <ul style="list-style-type: none">• Mayoral Proclamation• Library Board Resolution – approve	10 min
6. Reports <ul style="list-style-type: none">• Library Board members• City Council liaison• Friends of Bellingham Public Library• Library Director	10 min
Time check: 4:00	
7. 2015/2016 Budget <ul style="list-style-type: none">• Update on mid-biennium adjustment requests for 2016; Mayor's budget to Council on 10/12/15; and, Budget work session with Council on 10/26/15	15 min
8. Personnel update	5 min

- 9. 2016 Interlocal Agreements for Connections** 5 min
- *Bellingham Public Library – Bellingham Technical College Library Establishment and Maintenance of the BTC Connection*
 - *Bellingham Public Library – Whatcom Community College Library Establishment and Maintenance of the WCC Connection*
 - *Bellingham Public Library – Western Washington University Library Establishment and Maintenance of the WWU Connection*
- 10. Integrated Library System migration and upgrade** 15 min
- Madeline Sheplor, Head of Technical and Network Services
and Pam Kiesner, Library Director
- Project update
 - *Bellingham Public Library and Whatcom County Library System Migration to and Operation of a Hosted Integrated Library System Interlocal Agreement - board approve; to City Council 10/26*
 - *Services Agreement, City of Bellingham and Long Term Agreement Between Bellingham/Whatcom County Library Consortium and SirsiDynix - board approve*
- Time check: 4:40**
- 11. Trustee education** 10 min
- 2015 Library workplan update
 - Early Literacy Video
- 12. Committee reports** 20 min
- Facilities Committee
 - Outreach Committee
- Time check: 5:10**
- 13. Board discussion** 10 min
- Trustee training information request from WA State Library: WSL hopes to do a series of training sessions for trustees in 2016. What are your ideas for topics and what timing works for you?
 - From Seattle Public Library: how would you characterize interest among your library trustees and city leaders in creating a district option for municipal libraries in Washington?
- 14. New business** 5 min
- 15. Action items for next meeting** 5 min
- 16. Adjourn** **Time check: 5:30**

Next Regular Library Board Meeting: November 17, 2015 – 3:30 p.m.
Location: Central Library, 210 Central Avenue
Bellingham, Washington

The library meeting rooms are ADA accessible; however, if you require a sign interpreter or other hearing accommodation, please allow the library 48 hours notice.
Order of agenda items may be adjusted.



Patron feedback through BiblioCommons

BiblioCommons provides patrons with a place to "Tell us about your online experience." Here are some of the comments we have received over the past year:

- I am so impressed with this library. Far ahead of the curve and offering of so many options for choice of interest! My family of four sons living in Anchorage, a much larger city than Bellingham, and they do not have anywhere near close to the wonders and access to what our library provides. I am one very grateful patron. Thank you so much!
- Love the small Barkley library.
- We are traveling across country at present, and I LOVE being able to get books while I am not at home!!!
- Love being able to search for and order the books I want!!!
- I love being able to check out ebooks or put a hold on a paper book.
- I really enjoy being able to find books online, place a hold and then be able to pick them up in a day or so. Very convenient. Thank you for this service!
- I am grateful for the email reminders of upcoming due dates. Thank you for providing this service. Without it I am sure I would miss any number of return dates on borrowed books and have to deal with the fines.
- The library has always been my gateway to the universe, for which I've long been appreciative (several decades). Nowadays, having the catalog online keeps this disabled person still able to roam happily. Plus, whether via email, phone, or in person (when possible) the staff has been more than helpful, they've been enjoyably so. BPL/WCLS may not be as big as Seattle, Salt Lake City or New York City, but it's just as good if not better. Thank you.
- I love the online library functions. Keep up the good work.
- I've just discovered that I've been using the old web site. The new one is wonderful - I can't believe all of the info I can find. I wonder if it is possible that others are still using the old site? I'm not sure how I should have known about it. But I LOVE this one! Thanks so much for all of the work that went into it.
- I LOVE this system!! ...and rave about it to anyone interested in books, DVDs, etc. I'm a senior citizen who walks regularly to do the library and other errands. It's helpful to be able to do searches from home and know immediately whether and when items can be available for pickup. Also good to get the automatic reminders about due dates 😊. Thank you for making it so easy to be a regular library patron!
- Your site functions well and is easily navigated! Keep up the good work!
- I use your online site frequently to look up books, place holds, renew, check status, and find out about activities. It has been easy to use and is a very helpful tool for me. Thank you!
- Love that I can now hold Washington anytime library digital material from within the library's webpage. You keep getting better and better - offering things I don't even realize I wanted until you show me. And I'm a technophile! Thank you! I'm so proud of "my library" and all you contribute to our community. Many thanks!

Bellingham Public Library



- I have been a patron of the BPL since 2003 and I think what the staff is doing is amazing! I have been a patron at many libraries but the responsiveness, innovation, and care that is at work here is truly remarkable at so many levels. You have all done such amazing things with community programming and services. The website is incredible. The ebooks and online magazines are terrific. The book kits are a true treasure. I am so happy to have access to this library and I hope that you know how much this community appreciates what you do! Many thanks!
- I don't where to start! Staff are always really nice and helpful and branches salted throughout the community are wonderful - the library system is truly one of our community's gems. Thank you!
- I love the website and the ability to have books reserved from home. The satellite library in Barkley is WONDERFUL! Love the library...
- Very nice. This site looks great. I really like the updated look. And I like that I can see which books I have checked out.
- As an official codger, it's taken me until just recently to wean myself from the old website. I should have had the courage to do it long ago. The new site is outstanding. Intuitive (the most important criterion for me), attractive, fast. Also, the seamless connection to e-books is impressive. Couldn't be much better.
- Thank you so much for the wonderfully user friendly website! I enjoy using the library so much more now than ever before! Keep up the good work! ☺
- I love your site. It's very user friendly and all the information I need is right at my fingertips. We moved up here from Vancouver, Washington several years ago, and until our move I thought they had the best Library system I had found during our moves to various locals. But please don't envy them their beautiful new building, because you have a much better system. I have never lived where current movies, television series, you name it, are available on dvd. I still can hardly believe it! And you have this excellent website. Otherwise, your system is very similar to Vancouver's. But the theme of your Library seems to be patrons first. I would much rather have that than a big, fancy showplace. However, when you are ready to expand, I will certainly vote for it. Thank you for having such a great, comfortable system, I am really enjoying it during my retirement years.
- Hello to Bellingham's Finest!! Our Informed/ Friendly/Always Helpful Staff at my Favorite Hangouts: Fairhaven and DT locations. Your website is sooo user friendly... No wrangling w/passwords and complex entries... Quick / Easy / Efficient!! Now, all we need is: Quick Approval & Ample Funding for an Award-Winning New Downtown Facility That Matches in Ambience and Appearance, the Over All Excellence and Cheerful Demeanor of Your Superb Staff.
- Can't say enough good things about the Bellingham Public Library. Thanks so much for all the good things you do for folks in Bellingham and the surrounding community. Just sending some appreciation your way.
- This website is so much more user-friendly! Thanks for everything you do. You almost always have the books I am seeking and the BPL staff is beyond compare.
- The BiblioCommons web site is fantastic and easy to use. Bellingham public library is the best, thank you.
- ... THANK YOU FOR BEING THE BEST LIBRARY IN THE COUNTRY!!! :)

Bellingham Public Library



**Regular Meeting of the Library Board of Trustees
Tuesday, September 15, 2015 – Central Library
Library Board Room – 3:30 p.m.**

Minutes of Actions and Decisions of the Library Board of Trustees of the Bellingham Public Library as authorized by RCW 27.12.210 and SEC. 7.02 Charter of the City of Bellingham.

Board Members Present: J. Gordon, Marilyn Mastor, Tom Barrett and Rick Osen.

Library Staff: Pamela Kiesner, Beth Farley, Janice Keller, Jennifer Vander Ploeg and Wendy Jenkins.

Others Present: Jack Weiss, City Council Liaison; Ted Carlson, COB Public Works Director; Rick Sepler, COB Planning & Community Development Director; Caryn Dudley.

Call to order and introductions: Regular session was called to order at 3:33 p.m. by Chair, J. Gordon.

Approve/modify agenda: Marilyn Mastor moved to approve the agenda. Rick Osen seconded. Motion carried.

Public comment: No comment.

Consent agenda: Tom Barrett moved to approve the August 18, 2015 minutes, the August 19, 2015 minutes for the WCLS Trustees Strategic Planning retreat and the August 2015 performance & activity measures and financial report. Rick Osen seconded. Motion carried. Pam pointed out the two Communications items: *Your Library at a Glance* that Janice created and the *Early Literacy Video Series & Website Portal* that features the work done by Bernice for her Master's Degree with the help of Janice and BTV10.

City of Bellingham Capital Facilities & Comprehensive Plan update: Pam welcomed Ted Carlson and Rick Sepler and explained she invited them to provide an update on their respective plans considering that the library board wants to update the Library's 2007 Building Plan. Ted is nearing completion of the Capital Facilities Plan and Rick is working on the Comprehensive Plan – how does a new building Feasibility Study fit into these plans?

Ted explained the Capital Facilities Plan has changed over the scope of the project. He was first tasked with filling up the Federal Building, then they began looking at other

facilities as well – assess the condition of the current assets and how to fund their maintenance and maximize use of the space. This tied in with the timing of updating the Comprehensive Plan – looking at facilities needs for the next 20 years. The Zervas Group was contracted with for Phase 1 of the Capital Facilities plan – determining what should be in City Hall, the Federal Building and how to best utilize current assets. One of the findings was confirming the library building is not working for current needs. Phase 2 is a financial assessment which will require a different consultant and will consider a 20 year time frame and options for funding. There is a lot more need than ability to fund. The library feasibility study could work in tandem with this.

Rick reiterated that the Zervas Study was a space planning exercise. Phase 1 preliminary results determined the current library space doesn't meet current needs. We want to move forward sooner rather than later. Phase 2 raises the questions – there isn't a funding stream to replace this building or for other city needs, what strategies do we have to make this work? FCS (Financial Consulting Group) is looking at how to make this work, developing a financial model for capital and operating. We hope the Comprehensive Plan will offer models, tools to show us how to align goals so we have a good road map without significantly altering level of service. We need to determine how to start these initiatives and the library needs to find its space in the ask. We need to look beyond the city, for instance what is the school district doing? We need to have a robust discussion with everything on the table to decide the game plan for who goes to the voters first.

Discussion ensued; conclusions reached include:

- The goal is to go through the process holistically – first look at the facilities, second look at the financials, then take it to the voters.
- Ted and Rick assured the Board that the Library has a place at the table – the Library is essential to the community.
- Internal work on the Library Building Plan could be done and Pam has received chapter 5 (library related) of the Capital Facilities Plan to update by the end of November, but the Library Feasibility Study should wait until after the Comprehensive Plan is further along, anticipating it might provide direction as to whether the Library should renovate the current building or build a new one.
- Once the final components of the Plan are in place, a City Council work session could be arranged, with all the players to have a good discussion.

Committee reports:

- Facilities Committee:
 - It was acknowledged that many of the points in Rick Osen's facilities discussion paper were already touched on in the previous discussion.
 - Pam could get started on updating what she can in the building plan.
 - Jack suggested looking at what the level of service should be, square footage needs and determining numbers – capital aspects, but more importantly, operating costs.
 - Pam added that we would like to do a general library update to Council in November. Jack advised the trustees to touch base with council members between now and the end of the year.

- Possible Council share points: information from Rick's paper, inflationary cost of library materials (cost historically outpaces revenue), and the cost of digital materials.
 - Library feedback will be requested for the Comprehensive Plan – talking points need to be developed.
 - Jack added that this is a functional building that could be creatively renovated.
- Outreach Committee:
 - Tom will be attending the Puget Neighborhood Association meeting tonight.
 - Tom and Marilyn will be attending the Birchwood Neighborhood Association on September 22.
 - Tom talked with April Barker, who is a strong library supporter.
 - Janice has provided some great information for trustees to share.

Reports:

- Board member reports:
 - The WCLS retreat was interesting, but the presenter's numbers were skewed.
 - Rick will be speaking at the upcoming Newcomer's Club.
- City Council liaison report:
 - Council approved a jail agreement to present to the County Council that includes downgrading to 450 beds and funding from the General Fund and a sales tax – this is a compromise and will require a County compromise as well.
 - Jack asked if there was a funding request the Board would like him to present at the final budget session. Pam mentioned that we are, in the mid-biennium budget adjustment process, requesting \$12,000 for the pre-processing of materials, and \$28,000 for digital media funds that were mistakenly not re-appropriated. More open hours for branches and an increase in the materials budget were suggested. Pam will prepare a response for the October Board Meeting.
- Library Director's report:
 - We have two new staff babies.
 - Pam chaired the Library Council of Washington meeting, held in Ellensburg, last week. Rand Simmons has resigned from his position as WA State Librarian; current Deputy Secretary of State, Greg Lane, will be acting State Librarian and he attended the meeting via phone.
 - At the end of September, Bernice Chang will attend the Rotary Club of Bellingham meeting, with Pam, to accept a check for a \$1,000 service grant and provide a short Early Learning presentation. Marilyn sponsored the grant request.
 - Union mediation for both 114 and 114L have been on hold so that the mediators can help with the Seattle school negotiations.
 - Homelessness will be the topic at our next All Staff Meeting – the Homeless Outreach Team from the Opportunity Council will be presenting.

Whatcom Community Foundation: Pam briefly went over the documents provided in the board packet. We do not receive notice of donations until these statements are sent out – thank yous are in the works.

2015/2016 Budget: There are 3 budget items in the packet:

1. Materials budget history – materials are one of our biggest expenses. Our goal is for materials to be 15-20% of our budget; we are currently at 9% (this takes into account a 3% increase in materials already included in the budget for 2016).
2. Interfund Allocations: out of our \$4.3 million budget, over \$800,000 goes back to the City. This covers costs such as facilities, insurance, legal services and human resources.
3. Last is the Mid-biennium Adjustment request. The first item on the list is a housekeeping issue having to do with splitting a full-time Children's Library Specialist position into 2 half-time positions. The second item – State of Washington Digital Consortium – is the digital media funds mentioned early. The third item is also a housekeeping item concerning the Heal of Information & Digital Services position. The last item is \$12,000 for the pre-processing of materials that was also mentioned earlier.

Tom Barrett moved to approve the Mid-biennium Adjustments request as written. Rick Osen seconded. Motion carried.

Policy review: Tom Barrett moved to retire the Unattended Children Policy and approve the Youth Safety Policy as written. Marilyn Mastor seconded. Motion carried.

Action items for next meeting:

- Determine a specific additional budget request
- Rates & Fees for 2016
- Early Learning video
- Discussion about moving forward with the revised building program.

Meeting adjourned at 5:32 p.m.

Next regular Library Board meeting: October 20, 2015 at the Fairhaven Branch Library, 1117 12th Street, Bellingham, Washington – at 3:30 p.m.

Chair, Library Board of Trustees

ATTEST
Secretary, Library Board of Trustees

Bellingham Public Library Performance & Activity Measures, September 2015

			Year to Date		% of change YTD
	September-15	September-14	2015	2014	
Holdings - Number of materials in the library's collection					
Physical copies add to the collection	1,465	1,989	15,958	16,520	-3.40%
Electronic copies added to the collection - Hoopla added March	3,055	345	60,171	4,368	1277.54%
Physical copies withdrawn from the collection	(3,958)	(5,295)	(15,830)	(28,193)	-43.85%
Total physical holdings			193,041	199,186	-3.09%
Total Holdings (Physical and Electronic)			253,212	203,554	24.40%
Circulation - Number of items checked out or renewed; includes Interlibrary Loan and Outreach activity					
Central Library					
Adult	59,983	63,315	550,944	587,606	-6.24%
Youth	37,160	39,172	350,345	362,692	-3.40%
Sub-Total Central	97,143	102,487	901,289	950,298	-5.16%
Fairhaven Branch					
Adult	5,920	5,720	52,521	53,862	-2.49%
Youth	2,317	2,016	17,068	18,890	-9.65%
Sub-Total Fairhaven	8,237	7,736	69,589	72,752	-4.35%
Barkley Branch					
Adult	3,773	3,650	34,299	35,182	-2.51%
Youth	2,527	3,143	23,392	25,215	-7.23%
Sub-Total Barkley	6,300	6,793	57,691	60,397	-4.48%
Bellingham Technical College					
Adult	61	58	926	744	24.46%
Youth	5	10	58	80	-27.50%
Sub-Total BTC	66	68	984	824	19.42%
Whatcom Community College					
Adult	115	112	2,098	1,816	15.53%
Youth	19	18	446	353	26.35%
Sub-Total WCC	134	130	2,544	2,169	17.29%
Western Washington University					
Adult	294	297	3,523	3,670	-4.01%
Youth	76	68	787	672	17.11%
Sub-Total WWU	370	365	4,310	4,342	-0.74%
Online Services					
Hoopla (added March, 2015)	2,746	0	15,612	0	
NW Anytime Library Overdrive	10,133	9,477	89,372	80,673	10.78%
Tumblebooks	2,205	4,248	44,100	45,486	-3.05%
Zinio	1,230	890	12,324	9,281	32.79%
Sub-Total Online	16,314	14,615	161,408	135,440	19.17%
Total Circulation	128,564	132,194	1,197,815	1,226,222	-2.32%
Holds Activity					
Holds Resolved - BPL staff filling holds for pickup at BPL & WCLS Systems	47,675	46,345	423,836	429,560	-1.33%
Holds Filled - holds checked out at BPL, FH, Barkley and WCC	30,842	29,587	273,888	277,619	-1.34%
Services					
Persons Visiting - Number of persons counted as they enter the libraries or visit remote website					
Central Library (In February, re-opened Sundays during 2014 school-year)					
Adult	45,737	47,724	419,667	419,257	0.10%
Children's	12,021	12,452	121,050	123,290	-1.82%
Fairhaven Branch	6,624	6,223	58,433	56,192	3.99%
Barkley Branch	4,273	4,065	36,032	35,840	0.54%
Total Persons Visiting	68,655	70,464	635,182	634,579	0.10%
Website Visits					
This count reflects number of visits to www.bellinghampubliclibrary.org	45,267	44,883	411,792	412,501	-0.17%
Bibliocommons visits					
This count reflects number of visits to Bibliocommons - added 07/2014	11,719	9,798	107,371	30,639	
Total Website Visits	56,986	54,681	519,163	443,140	17.16%
Computer Usage - Number of sessions					
Central Library					
Adult & Teen (30 terminals)	6,316	6,742	57,426	57,650	-0.39%
Childrens (3 terminals)	270	218	2,099	1,774	18.32%
Fairhaven Branch (7 terminals)	634	543	5,070	4,901	3.45%
Barkley Branch (4 terminals)	284	249	2,501	2,223	12.51%
Total Computer Usage	7,504	7,752	67,096	66,548	0.82%
New Borrowers Registered					
Central Library	752	704	5,400	5,095	5.99%
Fairhaven Branch	61	39	325	317	2.52%
Barkley Branch	49	23	305	222	37.39%
Total New Borrowers Registered	862	766	6,030	5,634	7.03%
Programs - Library sponsored or co-sponsored educational, recreational, or cultural programs					
Programs	85	79	1,024	697	46.92%
Attendees	2,321	2,336	31,780	24,026	32.27%
Volunteer Hours	488	403	6261	5175	20.99%

LIST OF CLAIMS AGAINST THE BOARD OF LIBRARY TRUSTEES AND THE CITY OF BELLINGHAM TO BE CONSIDERED AND APPROVED AT THE REGULAR BOARD MEETING OF OCTOBER 20, 2015, IN ACCORDANCE WITH RCW 27.12.210 AND 27.12.240.

	VENDOR	AMOUNT
ADMINISTRATION		
Communications/ITSD charges	City of Bellingham (Interfund)	1,942.00
Early Literacy Outreach webinar	American Library Association	35.00
Mileage reimbursement for programming	Bernice Chang	38.23
Printing	Copy Source	34.78
Board room coffee	Costco	15.99
Water @ Barkley Branch	Crystal Springs	14.92
Advertisements	Entertainment News NW	454.00
Metrics for Library Success workshop	EventBrite Solutions	276.71
Bags for cables	Home Depot	15.13
Software vaccine license maintenance	Horizon DataSys Corporation	37.92
Name tags	Laserpoint Awards	10.87
WASHYARG meeting mileage	Jennifer Lovchik	112.58
Security software maintenance	Ninite.com	20.00
Office supplies; flashlights	Office Depot	436.76
Toner	OfficeMax	282.35
Survey monkey	Surveymonkey.com	300.00
Barkley operating costs	Talbot Services LLC	533.33
Driving abstract	WA State Dept. of Licencing	26.00
Connection maintenance parking; Fair table	Western Washington University	22.00
	ADMINISTRATION Sub Total	\$4,608.57
PUBLIC SERVICE		
Program supplies	Cash N Carry	43.06
Parking for Craft Fair	City of Bellingham	3.00
First aid supplies	Emergency Medical Products	80.68
Library materials returned	Library Refunds	86.89
Room reservation cancellations	Library Refunds	206.25
Copier paper; program supplies	Office Depot	233.64
Program supplies	Petty Cash	66.32
Copier costs	Ricoh USA	724.07
DVD & CD mailers	Uline	246.96
Debt collection	Unique Management Services	510.15
ILL postage	USPS	46.25
	PUBLIC SERVICE Sub Total	\$2,247.27
OUTREACH		
Diesel fuel	Reisner Distributor	108.56
Van maintenance & repair	City of Bellingham (Interfund)	655.00
	OUTREACH SERVICES Sub Total	\$763.56
TECHNICAL SERVICES		
Books processing	Baker & Taylor	856.33
CD & DVD processing	Midwest Tape	1,037.06
ILL & tech services	OCLC	2,050.33
	TECHNICAL SERVICES Sub Total	\$3,943.72

LIBRARY ACQUISITIONS

Books, recorded books, CDs, DVDs	Amazon.com & other credit purchases	595.19
Books	Baker & Taylor	12,684.69
DVDs, CDs, recorded books	Midwest Tape	7,154.76
eBooks, audiobooks	Overdrive Inc	171.94
DVDs	Women Make Movies	215.23
	LIBRARY ACQUISITIONS Sub Total	\$20,821.81

GIFT FUND

Summer Reading Adult prize	Amazon.com	129.35
Books	Baker & Taylor	1,640.83
Books	Center Point Large Print	91.18
Books	Gale	240.01
Summer Reading STEM books	Reading is Fundamental	345.00
	GIFT FUND ACQUISITIONS Sub Total	\$2,446.37

TOTAL GENERAL FUND \$32,384.93

TOTAL CLAIMS \$34,831.30



CITY OF BELLINGHAM
OFFICE OF THE MAYOR
KELLI LINVILLE

Agenda item #5

MAYORAL PROCLAMATION

WHEREAS, the Friends of the Bellingham Public Library is an all-volunteer non-profit organization, dedicated to raising money for library needs, sponsoring programs for all ages, fostering community support for the library, and encouraging literacy by making free reading materials available and offering inexpensive materials at regular book sales; and,

WHEREAS, our Friends' long-time support of the Bellingham Public Library is an example of the vital role volunteers play in our community, and

WHEREAS, our Friends' dedication is a demonstration of their commitment to the library and its mission to connect our community with each other and the world, providing opportunities to read, learn, meet and discover; and,

WHEREAS, our Friends group is a highly successful organization that, through extensive volunteer time and effort, provides nearly \$100,000 each year to the library; and,

WHEREAS, our Friends in recent years have funded adult and children's books, summer reading programs, Whatcom READS! and other special events, online language-learning subscriptions and other online services, furnishings and audio visual improvements in library facilities, and much more; and

WHEREAS, many improvements and enhancements in our library have only been possible because of the support provided by our Friends; and

WHEREAS, we are joining libraries across the nation in celebrating their strongest and most dedicated supporters -- their Friends organizations -- during National Friends of Libraries Week, October 18-24, 2015.

NOW, THEREFORE, DO I, Mayor Kelli Linville, proclaim the week of October 18-24, 2015 as:

NATIONAL FRIENDS OF LIBRARIES WEEK

in the City of Bellingham, Washington, and urges everyone to join in thanking them for all they do for our community.

Signed this 1st day of October, 2015



Kelli Linville, Mayor
City of Bellingham

Bellingham Public Library

A Resolution Commending the Friends of the Bellingham Public Library During National Friends of Libraries Week October 18-24, 2015

Whereas, the Friends of the Bellingham Public Library is an all-volunteer non-profit organization, dedicated to raising money for library needs, sponsoring programs for all ages, fostering community support for the library, and encouraging literacy by making free reading materials available and offering inexpensive materials at regular book sales; and,

Whereas, our Friends' long-time support of the Bellingham Public Library is an example of the vital role volunteers play in our community, and

Whereas, our Friends' dedication is a demonstration of their commitment to the library and its mission to connect our community with each other and the world, providing opportunities to read, learn, meet and discover; and,

Whereas, our Friends group is a highly successful organization that, through extensive volunteer time and effort, provides nearly \$100,000 each year to the library; and,

Whereas, our Friends in recent years have funded adult and children's books, summer reading programs, Whatcom READS! and other special events, online language-learning subscriptions and other online services, furnishings and audio visual improvements in library facilities, and much more; and

Whereas, many improvements and enhancements in our library have only been possible because of the support provided by our Friends; and

Whereas, we are joining libraries across the nation in celebrating their strongest and most dedicated supporters -- their Friends organizations -- during National Friends of Libraries Week, October 18-24, 2015.

Now, therefore, be it resolved that the Bellingham Public Library Board of Trustees proclaims October 18-24, 2015, as Friends of Libraries Week in Bellingham, Washington, and urges everyone to join in thanking them for all they do for our community.

Passed by Library Board action this 20th day of October, 2015.

J. Robert Gordon, Chair

Rachel Myers, Vice-Chair

Tom Barrett

Marilyn Mastor

Rick Osen

OPINION AUGUST 20, 2015

Whatcom View: Friends are key to success at Bellingham Public Library



BY JANICE KELLER

Courtesy to The Bellingham Herald

Can you name a non-profit organization in Bellingham that has contributed nearly \$500,000 to our community in the past five years, with no paid staff and few administrative costs? If you answered "Friends of the Bellingham Public Library," you are correct!

If you participate in summer reading programs for children, teens or adults, check out books from our collection, or enjoy visits by authors such as Timothy Egan, Daniel James Brown and Cheryl Strayed, you benefit from the hard work of the Friends of the Bellingham Public Library.

Friends of the library is a non-profit charitable organization whose mission is to support the library, through fund raising, advocacy and education. In operation since 1952, the Friends of the Bellingham Public Library includes a board of directors and hardworking volunteers who focus on the group's main task: raising funds by accepting donated books and selling them.

While the City of Bellingham provides most of the funding for library staff and facilities, the Friends contribute thousands of dollars each year for equipment, children's activities, library materials, author visits and much more.

Book Sale

The Friends Summer Book Sale is underway this week – through Aug. 22 – offering thousands of used books and other materials at bargain prices, most \$1 or less. Book sales are typically held four times a year, in March, May, August and December.

During a book sale, the Lecture Room at the Central Library – and sometimes the hallway nearby – is filled with books and other materials carefully selected and organized by Friends volunteers in the months prior. Savvy shoppers line up before the doors open, and crowds stream through all day while busy volunteers direct traffic, accept payments and bring out box after box of additional books for sale.

Between sales, volunteers accept and sort donations of hundreds of books per week. Library staff reviews the items in best condition to consider for library use. Other items are offered for sale online or placed for sale in the library. The rest are organized and stored for the next sale. Items not in sellable condition or leftover from sales are set out at the library for people to take free of charge.

How can you help?

The Friends' gifts of time and commitment are important contributions to the Bellingham Public Library's mission of connecting our community with each other and the world. Below are a few ways you can get involved:

Join the Friends: Join the Friends for a modest annual fee starting at \$5-\$10 per year, with opportunities to donate more and become a "best friend." Many people show their support with a simple annual donation.

Become an active volunteer: Once you are a member, roll up your sleeves and help out! It takes many hands to manage donations, sort books and perform all the tasks required for each sale and other activities.

Donate used books: Bring used books to the Central Library for donation to the Friends. Be sure to check the donations guidelines, available on the library website or at the library.

Attend book sales and buy books: Book lovers rejoice! Attend book sales and buy books and other items in good condition, most priced \$1 or less. Other deals on books can be found at the Central Library, where "nearly new books" (many donated by Village Books) are sold. Special books of local, historical or aesthetic value also are offered for sale at the Central Library.

More information can be found on the library website at bellingshampubliclibrary.org, at each location of the Bellingham Public Library, or by contacting the Friends at 360-778-7250 or friendslibrary3@gmail.com.

Friends are everywhere

These hard working volunteers are providing a valuable service to our community through their support of the Bellingham Public Library. And we are not alone in having great Friends; similar groups provide vital support to all Whatcom County Library System libraries, as well as libraries across the nation and around the world. It is a long-standing successful model of support and advocacy for libraries and literacy.

As the well-known lyric goes: we get by with a little help from our friends! At the Bellingham Public Library, we are very grateful for their support. Our community is immeasurably richer for their hard work and dedication.

ABOUT THE AUTHOR

Janice Keller is the communications, community relations and programming manager for the Bellingham Public Library. For more information online, go to bellingshampubliclibrary.org.



MORE OPINION

**INTERLOCAL AGREEMENT
BELLINGHAM PUBLIC LIBRARY –
BELLINGHAM TECHNICAL COLLEGE LIBRARY
ESTABLISHMENT AND MAINTENANCE OF THE BTC CONNECTION**

This Interlocal Agreement is entered into by the **BELLINGHAM PUBLIC LIBRARY** ("BPL") and **BELLINGHAM TECHNICAL COLLEGE LIBRARY**, ("BTC") pursuant to RCW 39.34 to address the establishment and maintenance of a BPL holds pickup location at BTC ("BTC Connection").

- I. Purpose. BPL and BTC intend to increase access to public library materials for students, staff, and community members by providing a BPL holds pickup location at BTC called the BTC Connection.
- II. Term. This Interlocal Agreement will be in effect for the period of January 1, 2016, through December 31, 2016, both dates inclusive. This will be considered an annual agreement to be reviewed and agreed upon at the end of each calendar year for the following year.
- III. Responsibilities. BPL will be responsible for the installation and maintenance of a self-checkout workstation located at BTC. BPL will deliver public library holds to BTC on a weekly basis, and pick up any expired holds or returned public library items to bring back to BTC. BPL will provide signage and handouts regarding the BTC Connection. BPL will notify the public about any changes in service.

BTC will provide space within the Bellingham Technical College Library for the BTC Connection self-checkout workstation and will provide a holds cart or holds shelving. BTC will provide electricity and data connections to operate the self-checkout workstation. BTC will allow public library patrons to use the staff telephone to call BPL with any questions. BTC will collect public library materials from its various book returns and drop boxes and place them in crates for BPL staff to pick up.
- IV. Ownership. BPL will retain ownership of the self-checkout workstation, barcode scanner, and receipt printer, as well as any crates for transporting library materials and the library materials themselves. BTC will retain ownership of the telephone and holds cart or holds shelving.
- V. Reimbursement Generally. It is agreed that neither BPL nor BTC will seek reimbursement for services rendered under this agreement.

VI. Status of Employees. BPL or BTC employees providing services to the other Library remain employees of their respective Library for all purposes, including salary, benefits and worker's compensation.

VII. Termination. This Interlocal Agreement may be terminated by either party giving the other 60 days written notice of the intended termination.

VIII. Liaison. BPL's liaison for carrying out this Interlocal Agreement, and the person responsible for administering it will be its Library Director. BTC's liaison is its Library Director.

EXECUTED, this date, _____, 2015 for **BELLINGHAM TECHNICAL COLLEGE LIBRARY**

Kimberly Perry, President

Jane Blume, Library Director

EXECUTED, this date, _____, 2015, for the **BELLINGHAM PUBLIC LIBRARY:**

J. Gordon, Board of Trustees

Pamela Kiesner, Library Director

Approval as to Form:

Office of the City Attorney

Kelli Linville, Mayor

Attest:

Brian Henshaw, Finance Director

Date

**INTERLOCAL AGREEMENT
BELLINGHAM PUBLIC LIBRARY –
WHATCOM COMMUNITY COLLEGE LIBRARY
ESTABLISHMENT AND MAINTENANCE OF THE WCC CONNECTION**

This Interlocal Agreement is entered into by the **BELLINGHAM PUBLIC LIBRARY** ("BPL") and the **WHATCOM COMMUNITY COLLEGE LIBRARY**, ("WCC") pursuant to RCW 39.34 to address the establishment and maintenance of a BPL holds pickup location at WCC ("WCC Connection").

I. Purpose. BPL and WCC intend to increase access to public library materials for students, staff, and community members by providing a BPL holds pickup location at WCC called the WCC Connection.

II. Term. The Interlocal Agreement formalizes this collaborative program which began on September 24, 2007. This agreement will be in effect for the period of January 1, 2016, through December 31, 2016, both dates inclusive. This will be considered an annual agreement to be reviewed and agreed upon at the end of each calendar year for the following year.

III. Responsibilities. BPL will be responsible for the installation and maintenance of a self-checkout workstation located at WCC. BPL will deliver public library holds to WCC on a weekly basis, and pick up any expired holds or returned public library items to bring back to BPL. BPL will provide a book cart to store holds on at WCC. BPL will provide signage and handouts regarding the WCC Connection. BPL will notify the public about any changes in service.

WCC will provide space within the WCC Library for the WCC Connection self-checkout workstation and holds cart. WCC will provide electricity and data connections to operate the self-checkout workstation. WCC will allow public library patrons to use the staff telephone to call BPL with any questions. WCC will collect public library materials from its various book returns and drop boxes and place them in crates for BPL staff to pick up.

IV. Ownership. BPL will retain ownership of the self-checkout workstation, barcode scanner, and receipt printer, as well as any crates for transporting library materials and the library materials themselves. WCC will retain ownership of the telephone and holds cart or holds shelving.

V. Reimbursement Generally. It is agreed that neither BPL nor WCC will seek reimbursement for services rendered under this agreement.

VI. Status of Employees. BPL or WCC employees providing services to the other Library remain employees of their respective Library for all purposes, including salary, benefits and worker's compensation.

VII. Termination. This Interlocal Agreement may be terminated by either party giving the other 60 days written notice of the intended termination.

VIII. Liaison. BPL's liaison for carrying out this Interlocal Agreement and the person responsible for administering it will be its Library Director. WCC's liaison is its Library Director.

EXECUTED, this date, _____, 2015 for the **WHATCOM COMMUNITY COLLEGE LIBRARY**

Kathi Hiyane-Brown, WCC President

Howard Fuller, Library Director

EXECUTED, this date, _____, 2015, for the **BELLINGHAM PUBLIC LIBRARY:**

J. Gordon, Chair, Board of Trustees

Pamela Kiesner, Library Director

Approval as to Form:

Office of the City Attorney

Kelli Linville, Mayor

Attest: _____
Brian Henshaw, Finance Director

Date

**INTERLOCAL AGREEMENT
BELLINGHAM PUBLIC LIBRARY –
WESTERN WASHINGTON UNIVERSITY LIBRARY
ESTABLISHMENT AND MAINTENANCE OF THE WWU CONNECTION**

This Interlocal Agreement is entered into by the **BELLINGHAM PUBLIC LIBRARY** ("BPL") and **WESTERN LIBRARIES (aka WESTERN WASHINGTON UNIVERSITY LIBRARY)**, ("WWU") pursuant to RCW 39.34 to address the establishment and maintenance of a BPL holds pickup location at WWU ("WWU Connection").

I. Purpose. BPL and WWU intend to increase access to public library materials for students, staff, and community members by providing a BPL holds pickup location at WWU called the WWU Connection.

II. Term. This Interlocal Agreement will be in effect for the period of January 1, 2016, through December 31, 2016, both dates inclusive. This will be considered an annual agreement to be reviewed and agreed upon at the end of each calendar year for the following year.

III. Responsibilities. BPL will be responsible for the installation and maintenance of a self-checkout workstation located at WWU. BPL will deliver public library holds to WWU on a weekly basis, and pick up any expired holds or returned public library items to bring back to BPL. BPL will provide signage and handouts regarding the WWU Connection. BPL will notify the public about any changes in service.

WWU will provide space within the Wilson Library for the WWU Connection self-checkout workstation and will provide a holds cart or holds shelving. WWU will provide electricity and data connections to operate the self-checkout workstation. WWU will allow public library patrons to use the staff telephone to call BPL with any questions. WWU will collect public library materials from its various book returns and drop boxes and place them in crates for BPL staff to pick up.

IV. Ownership. BPL will retain ownership of the self-checkout workstation, barcode scanner, and receipt printer, as well as any crates for transporting library materials and the library materials themselves. WWU will retain ownership of the telephone and holds cart or holds shelving.

V. Reimbursement Generally. It is agreed that neither BPL nor WWU will seek reimbursement for services rendered under this agreement.

VI. Status of Employees. BPL or WWU employees providing services to the other Library remain employees of their respective Library for all purposes, including salary, benefits and worker's compensation.

VII. Termination. This Interlocal Agreement may be terminated by either party giving the other 60 days written notice of the intended termination.

VIII. Liaison. BPL's liaison for carrying out this Interlocal Agreement, and the person responsible for administering it will be its Library Director. WWU's liaison is its Dean of Libraries.

EXECUTED, this date, _____, 2015 for **WESTERN WASHINGTON UNIVERSITY LIBRARY**

Richard Van Den Hul, Vice President
for Business & Financial Affairs

Mark Greenberg, Dean of Libraries

Approval as to Legal Form:

Lisa Wochos Date
Assistant Attorney General

EXECUTED, this date, _____, 2015, for the **BELLINGHAM PUBLIC LIBRARY**:

J. Gordon, Chair, Board of Trustees

Pamela Kiesner, Library Director

Approval as to Form:

Office of the City Attorney

Kelli Linville, Mayor

Attest:

Brian Henshaw, Finance Director

Date

**BELLINGHAM PUBLIC LIBRARY AND WHATCOM COUNTY LIBRARY SYSTEM
MIGRATION TO AND OPERATION OF A HOSTED INTEGRATED LIBRARY SYSTEM
INTERLOCAL AGREEMENT**

This Agreement, dated October 20, 2015, is made by and between the Bellingham Public Library ("BPL"), a department of the City of Bellingham, a Washington first class city, and Whatcom County Rural Library District, doing business as Whatcom County Library System ("WCLS"), a Washington rural county library district.

WHEREAS, BPL and WCLS (collectively, the "Parties" and each, a "Party") have heretofore mutually agreed to be recognized as the Bellingham/Whatcom County Library Consortium (the "Consortium") for the sole purpose of migration to and operation of a hosted integrated library system; and

WHEREAS, the Consortium mutually extends the full range of services available from its integrated library system to all borrowers according to the respective policies of each Party; and

WHEREAS, the Consortium has entered into an agreement with SirsiDynix to migrate to having our jointly-owned Horizon Integrated Library System be hosted by SirsiDynix and operated by SirsiDynix in a Software-As-A-Service (SaaS) computing environment (the "Long Term Agreement Between Bellingham/Whatcom County Library Consortium and SirsiDynix") as of October 20, 2015, a copy of which is attached as Exhibit A hereto and incorporated by this reference; and

WHEREAS, this interlocal agreement supersedes the 2005 "Bellingham/Whatcom County Library System Purchase and Operation of Integrated Library System Interlocal Agreement" established in 2005.

NOW, THEREFORE, THE BELLINGHAM PUBLIC LIBRARY AND THE WHATCOM COUNTY LIBRARY SYSTEM AGREE AS FOLLOWS:

1. The System: The integrated library system (the "System") that the consortium has purchased, the related services the consortium subscribes to, and the costs of the services are all described in the "Long Term Agreement Between Bellingham/Whatcom County Library Consortium and SirsiDynix" and "Quote 69834 for: Bellingham/Whatcom County Library Consortium" ("Services Agreement"), Exhibit A.
2. Term: This Agreement shall be in effect as of the date set forth above and shall continue as long as the Services Agreement is in effect, unless either Party elects to terminate it as set out in paragraph 5, below.

3. Data ownership and access:

A. The System, including all software, records and data stored on the System, other than patron information, is owned on an equal basis by BPL and WCLS as tenants in common.

B. Each Party owns its own patron information. Each Party agrees to release such patron information maintained on the System only in accordance with its written confidentiality policy (Exhibit B). For third party requests for confidential patron information (including court records and subpoenas), to the extent allowed by law, each Party agrees to immediately communicate the request to the other Party's administration and to give the other Party the opportunity to contest the disclosure of information.

4. Management of the System: SirsiDynix holds primary responsibility for the operation and maintenance of the hardware and software for the hosted portions of the System. The records and data stored on the System are managed mutually by BPL and WCLS. Agreement of both BPL and WCLS is required for changes in system management and policies that affect both Parties. Each Party will confer with all involved parties in a timely manner prior to making changes to local control system settings that could impact service at either Party, particularly during library open hours.

A. BPL will have the primary responsibility for the following tasks with the cooperation and assistance of WCLS:

1. Adding and maintaining records for digital content.

B. WCLS will have the primary responsibility for the following tasks with the cooperation and assistance of BPL:

1. Delivery of patron notices via telephone messaging, email, printed letter via the US Postal Service, or other notification methods.

2. Hosting and maintaining a server for telephone messaging, and providing working telephone lines for the server to use.

C. The respective Parties' directors or their designees and system staff will meet as needed to discuss issues related to the shared operation of the System.

5. Termination:

A. This Agreement may be terminated by either Party, as follows: (a) on or prior to xxxx, 20__ (last day of the LONG-TERM AGREEMENT with SirsiDynix), only for (1) the non-terminating Party's violation of the terms of, or failure to adequately perform the responsibilities and duties of, this Agreement, following written notice from the terminating Party and reasonable opportunity to correct such violation or failure, or (2) illegal acts or bad faith

on the part of the non-terminating Party; or (b) on January 1 of any year thereafter, with or without cause, upon notice from the terminating Party to the non-terminating Party delivered no later than June 30 of the prior year.

- B. In the event of termination of this Agreement, each Party shall retain ownership of its own bibliographic and patron information, and the other Party will allow reasonable access to it.
 - C. The value of the respective ownership interests of the Parties will be determined upon the termination of this Agreement, taking into consideration the value (if any) of the system, costs and inconvenience to the Parties resulting from the termination, whether the termination is for cause, and any other relevant factors. This determination shall be made in accordance with the dispute resolution procedures set forth in paragraph 8, below.
6. Payment of maintenance and other costs: BPL and WCLS will jointly be responsible for ongoing maintenance cost of the System according to the formula set forth in Exhibit C, attached and incorporated by this reference.
 7. Upgrades: Upgrades or additions may be added by agreement of the Parties. The cost of such upgrades or additions for the exclusive use of one Party will be the responsibility of that Party. The cost of upgrades or additions for shared use will be borne by the Parties on an equal basis. Maintenance costs will be apportioned as set forth in Exhibit C.
 8. Amendment: This agreement may be amended by written agreement signed by authorized representatives of each of the Parties.
 9. Dispute resolution: The respective directors of the Parties will use their best efforts, including mediation, to resolve disagreements between the Parties arising out of this Agreement. In the event they cannot do so within thirty days of written notice by one to the other that such a disagreement exists, they will submit the matter to arbitration by an arbitrator agreed to as follows: Either Party will submit to the other a list of three persons acceptable to it who have agreed to act in such capacity and the other shall promptly select one from the list. If none are acceptable to the latter Party, subsequent list(s) shall be submitted. If the Parties are unable to agree upon an impartial arbitrator within thirty days of submittal of the first list of prospective arbitrators, the dispute shall be resolved by available legal means.
 10. Assignment: This Agreement may not be assigned by either Party without the express written consent of the other. New Consortium members may be added by agreement of the Parties.

EXHIBITS

EXHIBIT A

1. SERVICES AGREEMENT
2. LONG TERM AGREEMENT BETWEEN BELLINGHAM/WHATCOM COUNTY LIBRARY CONSORTIUM AND SIRSIDYNIX
3. SAAS SERVICE LEVEL AGREEMENT
4. Quote 69834 for: Bellingham/Whatcom County Consortium

EXHIBIT B

1. Confidentiality Policy: Bellingham Public Library
2. Confidentiality Policy: Whatcom County Library System
3. Policy for Retention of Electronic Circulation Records: Whatcom County Library System

EXHIBIT C

Annual System Maintenance Costs:

1. SUBSCRIPTION COSTS: Maintenance costs will be divided proportionally between the Parties based roughly on the ratio of the populations within the Parties' Legal Service Areas, which is 40% for BPL and 60% for WCLS as of 2015.
2. SOFTWARE - OTHER: All other software maintenance costs will be divided equally between the Parties except for software purchased for the exclusive use of one Party or the other.

The Parties indicate their acknowledgement and acceptance of the terms and conditions stated in this Agreement as evidenced by the following signatures of their duly authorized representatives. It is the intent of the Parties that this Agreement shall be effective as of the day and year first indicated above.

EXECUTED, this the _____ of _____ for the WHATCOM COUNTY RURAL LIBRARY DISTRICT

By: _____

Marvin Waschke, Chair
Board of Trustees

Department Approval:

By: _____

Christine Perkins, Executive Director

EXECUTED, this the _____ of _____ for the BELLINGHAM PUBLIC LIBRARY

By: _____

J. Gordon, Chair
Board of Trustees

Department Approval:

By: _____

Pamela Kiesner, Director

By: _____

James Erb, Attorney

By: _____

Kelli Linville, Mayor

By: _____

Brian Henshaw, Finance Director

SERVICES AGREEMENT

The **BELLINGHAM PUBLIC LIBRARY** and the **WHATCOM COUNTY RURAL LIBRARY DISTRICT** dba Whatcom County Library System, together hereinafter referred to as "**the Consortium**", and Sirsi Corporation dba SirsiDynix (hereinafter the "**Contractor**"), in consideration of the mutual covenants herein, do hereby agree as follows:

I. **PURPOSE:** Includes initial one-time services for migration of Horizon software from local servers to Contractor hosted Software as a Service (SaaS) platform, followed by ongoing services. See Exhibit A - Long Term Agreement Between Bellingham/Whatcom County Library Consortium and SirsiDynix for full purpose and scope.

II. **TERM OF AGREEMENT:** Notwithstanding the date of execution hereof, this Agreement shall be in effect upon completion of contract signatures.

The term is for no less than three (3) years, and may be renewed annually on the anniversary date of the Consortium acceptance of initial one-time services.

III. **LIAISON:** The Consortium's officers responsible for this Agreement are Jon McConnel and Madeline Sheplor, its Project Managers. The Contractor's responsible person is Jim Schwieters.

IV. **SCOPE OF WORK:** See exhibits as follows, attached and incorporated herein by this reference.

Exhibit 'A' - Long Term Agreement Between Bellingham/Whatcom County Library Consortium and SirsiDynix.

Exhibit 'B' - SirsiDynix SaaS Service Level Agreement

Exhibit 'C' - SirsiDynix Quote 69834 for: Bellingham/Whatcom County Library Consortium

Exhibit 'D' - SirsiDynix Software as a Service (SAAS) Disaster Recovery Plan

Exhibit 'E' - Pages 27-38, 39-46 (with dates updated), 47-83, 85-88, 93-100, 109-111

(Appendix B) from SirsiDynix Response to Bellingham Public Library and Whatcom County Library System Request for Proposal for Next-Generation Integrated Library System.

V. **ORDER OF PRECEDENCE:**

The following list of documents, in order of precedence, represent the basis for all mutual understanding and communications between Contractor and the Consortium. Where any terms and conditions of this Services Agreement conflict with the terms and conditions of the Long Term Agreement Between Bellingham/Whatcom County Library Consortium and SirsiDynix or any of the other Exhibits, the terms and conditions of the Services Agreement shall control. Where the Quote conflicts with the Master Agreement and the Quote expressly states the intent to supersede a specific portion of the Master Agreement, the Quote shall control, unless it conflicts with the Service Agreement, in which case the Service Agreement shall control.

Other inconsistencies in the terms of the contract documents shall be resolved by following this order of precedence:

- i. Services Agreement
- ii. Exhibit 'A' - Long Term Agreement Between Bellingham/Whatcom County Library Consortium and SirsiDynix
- iii. Exhibit 'C' – SirsiDynix Quote 69834 for: Bellingham/Whatcom County Library Consortium
- iv. Exhibit 'B' SirsiDynix SaaS Service Level Agreement
- v. Exhibit 'D' - SirsiDynix Software as a Service (SAAS) Disaster Recovery Plan
- vi. Exhibit 'E' - Pages 27-38, 39-46 (with dates updated), 47-83, 85-88, 93-100, 109-111 (Appendix B) from SirsiDynix Response to Bellingham Public Library and Whatcom County Library System Request for Proposal for Next-Generation Integrated Library System

VI. PAYMENT:

A. One-time Services: The maximum payable to the Contractor under this Agreement is \$61,480.00, which amount is inclusive of any sales tax payable by the Contractor hereunder. The Consortium authorizes Contractor to invoice Consortium for 50% of payment at receipt of timeline plan and remaining 50% 30 days after SaaS go-live.

B. Ongoing Services: Costs for Software (including hosting), Services, Enriched Content and Web Reporter is ongoing and will be renewed and paid annually as identified in Exhibit 'B'.

VII. EXTRA WORK AND CHANGE ORDERS: Work in addition to, or different from, that provided for in the Scope of Work section, shall only be allowed by prior authorization in writing, as a modification to this Agreement. Such modifications shall be attached hereto and made a part hereof, and shall be approved in the same manner as this Agreement.

VIII. ACCOUNTING AND AUDIT: The Contractor agrees to keep records of all financial matters pertaining to this Agreement in accordance with generally accepted accounting principles. The financial records shall be made available to representatives of the Consortium or any other governmental agency with jurisdiction for audit, at such reasonable times and places as the Consortium shall designate.

IX. LIABILITY AND INSURANCE:

A. The Contractor shall defend, indemnify and hold harmless the Consortium, its officers, employees, principals and agents from any and all injury or damage to the Consortium or its property, and also from all claims, demands, causes of action, or suits of any kind that arise directly or indirectly out of, incident to, or due to any actual or alleged negligence, intentional act, or breach of duty by the Contractor, its agents, employees, representatives or subcontractors in performing work and services under this Agreement, except for injuries and damages caused by the sole negligence of the Consortium.

B. In the event any claims, suits, or actions result from the concurrent negligence of (a) the Consortium or the Consortium's agents or employees and (b) the Contractor or the Contractor's agents or employees, the defense and indemnity provisions in the preceding paragraph of this section shall be valid and enforceable only to the extent of the Contractor's negligence or the negligence of its agents and employees.

C. The Contractor specifically agrees to defend and indemnify the Consortium from claims or suits brought by Contractor's own employees against the Consortium. For this purpose, Contractor specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW. Further, the indemnification obligation under this Agreement shall not be limited in any way by any limitation on benefits payable to or for any

third party under the workers' compensation acts. This waiver has been mutually negotiated by the parties.

D. The Contractor will obtain and maintain in force at least the following minimum insurance coverages covering all activity under this Agreement, and as to which the Consortium shall be named as additional insured (with any endorsement required by the policy):

1. Workers Compensation:	Statutory Amount
2. Broad Form Comprehensive General Liability:	\$1,000,000 per occurrence \$2,000,000 aggregate
3. Automobile Liability:	\$1,000,000

Said insurance shall be primary and noncontributory with any other insurance for which the Consortium is a named insured.

An insurance certificate showing the coverage required under this paragraph VIII will be submitted to the Consortium for approval at least annually.

X. COMPLIANCE WITH LOCAL LAWS: The Contractor shall be duly licensed (including Business Registration with the City of Bellingham) and shall comply with all applicable laws, ordinances, and codes of the State and local governments.

XI. TERMINATION; REDUCTION IN FUNDING:

A. Should either party hereto believe that the other has failed to substantially perform all or part of its obligations under the Agreement, it shall deliver written notice to that effect to the other, specifying the alleged default and giving the other party thirty (30) days to cure such default. Thereafter, should the default not be remedied to the reasonable satisfaction of the non-defaulting party, this Agreement may be terminated upon seven (7) days written notice (delivered by certified mail). In the event of termination under this subparagraph, the Contractor shall be paid an amount, in the discretion of the Consortium, which takes into account actual costs incurred by the Contractor in performing the project work to the date of termination, the amount of work originally required which was satisfactorily completed to the date of termination, the cost to the Consortium of completing the work itself or of employing another firm

to complete it and the inconvenience and time which may be required to do so, along with any other factors which affect the value to the Consortium of the project work which has been performed to the date of termination. In no event shall the Contractor receive an amount based on anticipated profit on unperformed services or other work.

B. In the event that this contract is terminated for any reason, Contractor agrees to work with the Consortium to provide Consortium with its data, in a format mutually agreed to by both parties. Following provision of data to the Consortium, Contractor agrees to destroy all personally identifiable data.

C. On the giving of notice of termination by either party, Contractor shall immediately begin winding down its services in anticipation of the termination, and shall be prepared to deliver to the Consortium all documents and other uncompleted work on the date of termination.

D. In the event that funding is withdrawn, reduced or limited in any manner such that the reduction is so great that the Consortium deems that the continuation of the services covered by this Agreement is no longer in the best interest of the Consortium, the Consortium may summarily terminate this Agreement in whole notwithstanding any other termination provision of this Agreement. Such termination must be in good faith. Termination under this Section shall be effective upon receipt of written notice thereof.

E. In the event of the death of a member, partner, or officer of the Contractor, or any of its supervisory personnel assigned to the project, the surviving members of the Contractor 's business entity hereby agree to complete the work under the terms of this Agreement if requested to do so by the Consortium in the Consortium's sole discretion.

F. Termination of this Agreement shall not prevent the Consortium from invoking those provisions herein necessary to protect or enforce its rights hereunder, which provisions shall survive termination.

XII. ASSIGNMENT: Neither party shall assign or delegate any or all interests in this Agreement without first obtaining the written consent of the other party, which consent shall not be unreasonably withheld.

XIII. VENUE STIPULATION: This Agreement has been and shall be considered as having been made and delivered within the State of Washington, and shall be governed by the laws of the State of Washington both as to interpretation and performance without recourse to any principles of Conflicts of Laws. Any action in law or equity, or judicial proceeding for the enforcement of this Agreement or any of the provisions contained therein, shall be instituted and maintained only in Whatcom County Superior Court, Bellingham, Washington.

XIV. STATUS OF CONTRACTOR: Neither Contractor nor personnel employed by the Contractor shall acquire any rights or status in the Consortium's employment, nor shall they be deemed employees or agents of the Consortium for any purpose other than as specified herein. Contractor shall be deemed an independent contractor and shall be responsible in full for payment of its employees, including worker's compensation, insurance, payroll deductions, and all related costs. Further, Contractor represents that it is customarily in the business of providing the services described in this Agreement, has its own place of business, is eligible for and does file with the Internal Revenue Service a schedule of business expenses, maintains a separate set of books and records for such business, and has established or will, by beginning of performance hereunder, establish an account with the State Department of Revenue and have received a unified business identifier number.

XV. CONTRACTOR'S STUDIES, REPORTS AND WORK PRODUCT:

A. The Contractor may be required to prepare such information and studies as may be pertinent and necessary, or as may be reasonably requested by the Consortium, in order that the Consortium may pass critical judgment on the work. This item does not constitute additional work as described in this Agreement.

B. All documents, maps and other materials of whatever kind prepared by the Contractor pursuant to this Agreement shall be deemed property of the Consortium upon completion or termination of the Agreement. The Contractor may keep file copies of its work product but shall retain no other rights of ownership therein.

XVI. EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES: The Contractor agrees that it will comply with all applicable State and local non-discrimination laws and regulations in effect at the time this Agreement is executed. The Contractor shall

comply with all applicable Federal non-discrimination laws and regulations if any of this Agreement is financed with Federal funds.

XVII. NOTICE. Any notice required to be given under the terms of this Agreement shall be directed to the party at the address set forth herein below:

Consortium: Bellingham/Whatcom County Library Consortium
Whatcom County Library System
5205 Northwest Road,
Bellingham, WA 98226

Attn:

Jon McConnel, ILS Administrator (WCLS)

Madeline Sheplor, Head of Technical Services
(BPL)

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

Attn: Jim Schwieters

Any notice given pursuant to this Agreement shall be delivered personally, sent by overnight courier or mailed by registered or certified mail to the addresses above or to such other address as a party shall from time to time advise in writing. If mailed, a notice shall be deemed received three (3) business days after the postmark affixed on the envelope by the United States Post Office.

XVIII. ENTIRE AGREEMENT. This Agreement constitutes the entire Agreement between the parties hereto and supersedes all other prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or cancelled by a duly executed document in writing pursuant to this Agreement.

EXECUTED, this the _____ of _____, 2015 for the **WHATCOM COUNTY LIBRARY SYSTEM**

By: _____
Marvin Waschke, Chair
Board of Trustees

Department Approval:

By: _____
Christine Perkins, Executive Director

EXECUTED, this the _____ of _____, 2015 for the **BELLINGHAM PUBLIC LIBRARY**

By: _____
J. Gordon, Chair
Board of Trustees

Department Approval:

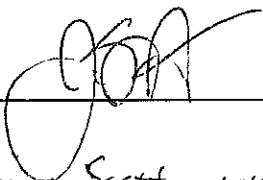
By: _____
Pamela Kiesner, Director

By: _____
James Erb, Attorney

By: _____
Kelli Linville, Mayor

By: _____
Brian Henshaw, Finance Director

EXECUTED, this the 13th of October, 2015 for **Sirsi Corporation**

Sign: _____


Print Name: Scott Askin

Title: General Counsel

**LONG TERM AGREEMENT
BETWEEN
BELLINGHAM/WHATCOM COUNTY LIBRARY CONSORTIUM
AND SIRSIDYNIX**

1. PURPOSE AND SCOPE

1.1 Parties and Effective Date. This Long Term 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, non-transferable and perpetual (subject to SirsiDynix termination rights pursuant to this Master Agreement) 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 with Customer's consent, which shall not be unreasonably withheld.

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 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 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 authorized users. 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 knowingly post or upload any content or data which, according to court order or mutual agreement of the Parties, (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 initial and Date: _____

Customer further agrees not to interfere or disrupt networks connected to the Subscriptions, not to interfere with another customer's use and enjoyment of similar services and to comply with all regulations, policies and procedures of networks connected to the Subscriptions. SirsiDynix may remove any violating content posted or transmitted on or through the Subscriptions, with 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.

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. **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 Hardware and Hardware Maintenance. *Intentionally omitted.*

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 or required by law, 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 parties, or otherwise use the same on a 'service bureau' basis; (vii) disclose or publish, without SirsiDynix's prior written consent, which consent shall not be unreasonably withheld, performance or capacity statistics or the results of any benchmark test performed on the Protected Materials if trade secrets or proprietary information is included; 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

Customer Initial and Date: _____

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.

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.

7. WARRANTIES; REMEDIES; DISCLAIMERS

7.1 SirsiDynix Software. *Intentionally omitted.*

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

Customer Initial and Date: _____

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. *Intentionally omitted.*

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 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 THREE 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 annually for a one-year 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.

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

Customer Initial and Date: _____

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. *Intentionally omitted.*

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

10.9 Notices. Any notice required or permitted to be sent under the Master Agreement shall be delivered by hand, by overnight courier, by email to SirsiDynix at legal@sirsidynix.com, or by email to Customer at any current Customer email address routinely used by SirsiDynix, or by registered mail, return receipt requested, to the address of the parties set forth in the Master Agreement or to such other address of the parties designated in writing in accordance with this subsection.

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

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

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

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

at law or in equity. Failure, neglect, or delay by a party to enforce the provisions of the Master Agreement or its rights or remedies at any time, shall not be construed and shall not be deemed to be a waiver of such party's rights under the Master Agreement and shall not in any way affect the validity of the whole or any part of the Master Agreement or prejudice such party's right to take subsequent action.

10.14 Entire Agreement. The Master Agreement, along with the Services Agreement, the SLA, and any other attachments or exhibits, 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 Washington without giving effect to its principles of conflict of laws. Any dispute shall be litigated in the state or federal courts located in Washington 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".

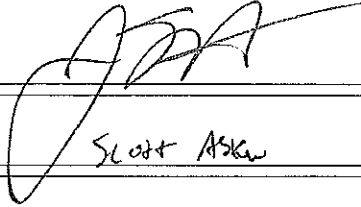
10.17 Application of Laws. The parties agree that this contract is not a contract for the sale of goods; therefore, the Master Agreement shall not be governed by any codification of Article 2 or 2A of the Uniform Commercial Code, or any codification of the Uniform Computer Information Technology Act ("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 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.

10.19 Headings and Drafting. The headings in the Master Agreement shall not be used to construe or interpret the Master Agreement. The Master Agreement shall not be construed in favor of or against a party based on the originator of the document.

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

END OF MASTER AGREEMENT

Whatcom County Library System	Sirsi Corporation SirsiDynix Technology Centre 3300 N. Ashton Blvd. - Suite 500 Lehi, UT 84043
Sign: _____	Sign: 
Print Name: _____	Print Name: <u>Scott Askew</u>
Title: _____	Title: <u>General Counsel</u>
Date: _____	Date: <u>10/15/15</u>

Bellingham Public Library	
Sign: _____	
Print Name: _____	
Title: _____	
Date: _____	

Customer Initial and Date: _____

Confidential

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, 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 in 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.

Customer Initial and Date: _____



SAAS SERVICE LEVEL AGREEMENT

This SaaS Service Level Agreement ("SLA") is made and 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"). Collectively, Customer and SirsiDynix shall be referred to as "Parties" and individually as a "Party."

This SLA is hereby made part of and incorporated into the Master Agreement and Schedules executed between the parties, entered into on _____ ("Master Agreement"). All terms used herein and in the Master Agreement, not defined herein, shall have the same meaning as in the Master Agreement. If there is any inconsistency between the terms of this SLA and the Master Agreement, the terms of this SLA will govern. This SLA shall not be enforced by Customer until Customer acceptance of proper Covered Services functionality is received in writing and acknowledged by SirsiDynix.

1. DEFINITION OF TERMS

"Business Hours" Refer to Exhibit C – Business Hours for terms and definitions.

"Client Care Incident" is defined as any time Customer contacts SirsiDynix Client Care for help with their SaaS System.

"Covered Services" Refer to Exhibit A – Covered Services for terms and definitions.

"Customer Error Incident" is defined as any Covered Services unavailability related to Customer's applications, Customer's Data, or Customer's equipment, or the acts or omissions of any user of the Covered Service.

"Emergency Maintenance" is defined as downtime of the Covered Services due to the application of urgent patches or fixes, or other urgent maintenance recommended by SirsiDynix's vendor's that is performed outside of Scheduled Maintenance.

"Facility Maintenance" means, with respect to Covered Services, periods of time where Covered Services might be adversely impacted due to collocation partner maintenance periods.

"Force Majeure" means outages caused by occurrences beyond SirsiDynix' reasonable control or unforeseeable circumstances for which SirsiDynix is not responsible, including war, acts of terrorism, revolutions, unrest, natural disasters, catastrophic events such as epidemics, nuclear accidents, floods, strikes and lawful lock-outs.

"Reduced Functionality" means, with respect to Covered Services, a situation where server performance effectively limits the number of Users to a number lower than normal. Examples of this could include, but are not limited to, failover to an alternate server with less CPU or RAM resources, recovery of a RAID array, excessive web hits by robots, spiders, or Denial of Service ("DOS") attacks.

"Scheduled Maintenance" means, with respect to Covered Services, periods of time where Covered Services will not be available due to planned maintenance. Examples of this kind of maintenance includes server or infrastructure hardware changes, defective parts replacement, operating system changes and patches, nightly halt-init-run of services, application upgrades or reports requiring downtime of Covered Services, Facility Maintenance, planned network outages between SirsiDynix and the Internet, by collocation vendors and/or Tier-1 Internet providers, planned power tests and outages

"Service Availability" means, with respect to Covered Services, application services functioning as intended without any significant interruption at the times as specified in clause 2.

"Services Not Covered" Refer to Exhibit B – Services Not Covered for terms and definitions.

"Unscheduled Outage" means, with respect to Covered Services, application outages caused by an unplanned event or changes in items such as, but not limited to, loss of electrical power, server hardware, network or disk infrastructure and Internet connectivity. Examples of an

Unscheduled Outage include, but are not limited to, server panic crash, server hardware failure, network failure, interrupted or degraded Internet connectivity upstream of the SirsiDynix firewall.

2. AVAILABILITY

Covered Services will be available 24/7 with the exception of Scheduled Maintenance periods or any events or occurrences due to the products, services, and/or actions of 3rd parties beyond SirsiDynix's reasonable control, including but not limited to any Force Majeure events, which result in Reduced Functionality or an Unscheduled Outage.

Scheduled Maintenance will only be performed after 24 hours notice. SirsiDynix may perform maintenance on some or all of the Covered Services in order to upgrade hardware or software that operates or supports the Covered Services, implement security measures, or address any other issues it deems appropriate for the continued operations of the Covered Services.

In the event the Covered Services are not available the Customer is only, as an exclusive remedy, entitled to credit(s) as outlined below if the Customer: (1) provides written notice to SirsiDynix of the circumstances giving rise to this credit request, (2) provides such written notice within no later than the last business day of the calendar month following the month within which SirsiDynix failed to meet the Service Availability, and (3) identifies the relevant Client Care incident(s) relating to the event(s) during which the Service Availability was not met and for which the Customer seeks credit(s). For any billing month in which SirsiDynix fails to meet the Service Availability, Customer will receive one credit based on the credit structure set forth in clause 3.

SirsiDynix will not offer credits for any downtime caused by Customer Error Incidents or Emergency Maintenance.

3. CREDIT POLICY

At Customer's request, SirsiDynix will calculate Customer's Service Availability during a given calendar month. If SirsiDynix has failed to meet the Service Availability in a given calendar month and acts culpably, i.e., at least negligently, SirsiDynix will, at their obligation, credit Customer's account for non-availability of the Covered Services according to the following schedule(s). Such credits may only be used to secure any and all future services from SirsiDynix relating to this SLA ("Service Credit").

The length of a Service Availability interruption shall be measured from the time the interruption occurs until SirsiDynix has taken the necessary steps under the control of SirsiDynix to restore the Service Availability. Interruptions will only be counted if SirsiDynix confirms that the non-availability is due to an occurrence under SirsiDynix's control. In the event of a conflict between the data in Customer's records and SirsiDynix's records, the data in SirsiDynix's records shall prevail. Any unused Service Credits shall expire upon termination of this Agreement. Customer must request Service Credits in writing no later than the last business day of the calendar month following the month the Covered Services unavailability giving rise to Customer's credit request.

CUSTOMER INITIAL HERE _____

DATE INITIALED _____

Service Availability Interruption	Service Credit (*)
Less than 1% of hours in a calendar month	No Credit
1% to 4% of hours in a calendar month	5%
4% to 6% of hours in a calendar month	10%
6% to 12% of hours in a calendar month	25%
12% of hours or more hours in a calendar month	50%

* (Percentage of the total Customer monthly fees due to SirsiDynix for that calendar month. The total credit from all Services Level Agreements is not to exceed 50% of such fees due to SirsiDynix for that calendar month.)

4. EXCEPTIONS

If, in any month, the Customer (i) is in default under or does not comply with the provisions of the Master Agreement and Services Agreement or the SLA, (ii) fails to be current on all outstanding invoices, or (iii) publishes, in any public or Internet available format, a document stating SirsiDynix issued Service Credits, the Customer will not be entitled to the Service Credits for that month. Clause 6 shall remain unaffected by these exceptions.

This SLA is confidential and any disclosure of its terms and conditions by the Customer is grounds for SirsiDynix to terminate the agreement by providing written notice to the Customer.

5. FURTHER OBLIGATIONS OF SIRSIDYNIX

A. Scheduled Maintenance. To the best of SirsiDynix's ability, Scheduled Maintenance is planned, and the Customer is notified, more than 24 hours in advance of said Scheduled Maintenance. In emergency situations, notice of Scheduled Maintenance may be sent to Customer less than 24 hours in advance. SirsiDynix will always make efforts to provide written notice at least 24 hours in advance of Scheduled Maintenance.

B. Monitoring and Documentation. SirsiDynix is solely responsible for maintaining adequate monitoring of Customer Covered Service availability time, reporting of all monitoring results, and project status documentation to satisfy examination of the Covered Services set forth in this SLA.

SirsiDynix is not responsible for monitoring Customer availability to access the Internet, nor is SirsiDynix responsible for monitoring the Customer ability to access Covered Services via the Internet. Monitoring and documentation is solely for internal SirsiDynix use and in no way releases the Customer from reporting any Covered Service issue to SirsiDynix Client Care.

6. REMEDIES UNDER THE MASTER AGREEMENT

Customer's remedies under statutory law, including claims for damages, shall, in accordance with the provisions of the Master Agreement and the limitations of liability set forth therein, remain unaffected by the remedies set forth in this SLA.

EXHIBIT A – Covered Services

SirsiDynix considers the following services to be covered by this SLA.

SirsiDynix Horizon with supported versions being the current General Availability ("GA") release and one (1) major release version prior to GA, but only if such release is within two (2) years of its date of release.

HIP, iBistro, iLink, Webcat with supported versions being the current GA release and one (1) major release version prior to GA.

Enterprise with supported version being the current GA release

EXHIBIT B – Services Not Covered

SirsiDynix considers the following services to not be covered by this SLA. These are either not critical to daily business continuity, or dependent upon 3rd parties outside of SirsiDynix control. SirsiDynix cannot warrant nor provide remedy for outages, reduced functionality, and/or delays caused by a 3rd party's products, services, actions, etc.

Any product or offering not listed under Covered Services, in particular:

Normative Data Project ("NDP")

Director's Station

Web Reporter

Content Datastream

SingleSearch

Resolver

Any 3rd party database search integrations with companies, such as Serials Solutions, Openly, or Muse, including their individual database providers.

CUSTOMER INITIAL HERE _____

DATE INITIALED _____

IN WITNESS WHEREOF, the Parties have caused this Schedule, which shall inure to the benefit of and be binding upon the successors of the respective Parties, to be signed and entered as of the Effective Date.

SIRSIDYNIX

By: _____
(Authorized Signature)

Printed Name: Scott Astum

Title: General Counsel

Date: 10/13/2015

BELLINGHAM PUBLIC LIBRARY

By: _____
(Authorized Signature)

Printed Name: _____

Title: _____

Date: _____

WHATCOM COUNTY LIBRARY
SYSTEM

By: _____

Printed Name: _____

Title: _____

Date: _____

SLA SIGNATURE PAGE



Quote 69834 for:

Bellingham/Whatcom County Library Consortium

Horizon SaaS, MobileCirc, and LTA

Prepared by:
Tina Noguera
SirsiDynix

Quote Date: April 18, 2014

Quote Valid Until: November 15, 2015

Quote Information

General

Telephone Messaging Maintenance - Your current TM3 maintenance will continue and is in addition to the annual maintenance listed on page 3 of this quote. 2015 maintenance was \$3,827/per year.

Web Reporter Licenses - Your current Web Reporter Licenses will continue as they are and are in addition to the annual maintenance listed on page 3 of this quote. 2015 Licenses were \$1,410/per year.

Purchase Details

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

Component	Year 1	Estimated Year 2	Estimated Year 3
Horizon software	138,920	39,050	39,050
Services	11,250	-	-
Enriched Content	9,200	9,210	9,210
Web Reporter	4,350	1,650	1,650
Other Services	2,500	-	-
Discount	(104,330)	-	-
Total	61,890	49,910	49,910

Initial Term:

Three (3) Years

Initial Term Annual Price Increase Cap for SirsiDynix Products/Services:

0% annual price increase cap until Term renewal

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

The above price increase cap covers all Customer's active Products. However, SirsiDynix reserves the right to adjust Initial Term pricing for Third Party/integrated products/services if a Third Party vendor increases pricing for Third Party/integrated products/services by more than 10% in a given calendar year.

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

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

Detailed Pricing

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

Component	Price
Horizon software	138,920
Horizon SaaS	
Cataloging	
Circulation	
Public Access	
Z39.50 server	
Authority control	
Backup circulation	
Reports	
BLUEcloud MobileCirc, Annual Subscription	
SirsiDynix Horizon SaaS Dedicated Virtual Environment	
Horizon SaaS Acquisitions	
Horizon SaaS Debt Collect	
Horizon SaaS Home Services	
Horizon SaaS Community Resources	
Horizon SaaS Inventory	
Horizon SaaS Offline Circulation - Enhanced Mode	
Horizon SaaS Serials	
Horizon SaaS Universal SIP2	
SaaS Test System	
VPN Subscription	
SaaS User Level - 250 Staff seats	
Services	11,250
Installation	
Training	
Enriched Content	9,200
Enriched Content Basic Package	
Video and Music 1	
Web Reporter	4,350
Web Reporter SaaS Hosting Fee	
Installation and Training	
Other Services	2,500
Product Delivery - Horizon Test/Backup/Training Software	
Installation (Separate Server - Same OS)	

Detailed Pricing

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

Component	Price
Test System - Additional Production to Test Server Copy	
Discount	
Customer Loyalty Discount	(99,880)
Services Discount	(4,450)
Total Discount	(104,330)
QUOTE TOTAL	61,890

Component Descriptions

Horizon software

Horizon SaaS

BLUEcloud MobileCirc. Annual Subscription

MobileCirc enables library staff to work wherever they are, with or without a data connection. Features include: - Mobile circulation. Perform common tasks like check-ins, checkouts and renewals. Register new users by scanning driver's license (selected regions only) or by manually entering user information. - Flexible inventory. Integrates with Bluetooth scanners to make taking inventory faster and easier. - Efficient shelving. Provides real-time lists of candidates for weeding and items needed to fill holds. MobileCirc lists include filters designed specifically for library staff. Requires SirsiDynix Symphony 3.4.1 SP2 and SirsiDynix Symphony Web Services 3.5 or higher, OR, Horizon 7.5.2 and Horizon Web Services 2.0.

SirsiDynix Horizon SaaS Dedicated Virtual Environment

A dedicated virtual environment which provides access to approved 3rd Party hosted systems. SirsiDynix will implement standard methods of delivering the approved application(s) to ensure general security is in place and takes no responsibility for the 3rd Party system.

Horizon SaaS Acquisitions

Horizon SaaS Debt Collect

Horizon SaaS Home Services

Horizon SaaS Community Resources

Horizon SaaS Inventory

Horizon SaaS Offline Circulation - Enhanced Mode

Horizon SaaS Serials

Horizon SaaS Universal SIP2

Component Descriptions

SirsiDynix Certified Solutions Providers offer SIP2-certified products to our customers. We certify that their products are compliant. This interface price encompasses all SirsiDynix Certified SIP2 vendors certified to work with Horizon.

SaaS Test System

VPN Subscription

For those customers that require a higher level of security of data in-transit, we recommend the establishment of a VPN tunnel between our SAAS firewall/VPN appliance(s), and a customer's firewall(s) or VPN-enabled PCs. For this option, we will work with your IT organization and/or network representatives to establish a VPN tunnel from your networks to SAAS. In the event that your network topology is complex and requires additional tunnels, or large numbers of user licenses, then additional charges may apply. Unless specifically requested, the Workflows service on your SAAS Horizon instance will be firewalled in such a way that it is only available via the VPN tunnel(s). Public access to your catalog is not affected by VPN unless you require it for a private/proprietary catalog. Practical uses of the VPN include:

- Corporate / proprietary library o This type of solution does not have any public access to the Horizon product, and is suitably firewalled to prevent such access. o VPN is the only mechanism to provide access to the product, providing a secure entry point o Note: we do support IP-based restriction on the catalog, if desired
- Consortium, distributed libraries, or .Gov/.Mil library security enforcement o Uses a VPN tunnel as the only means to access the Horizon Workflows service, thus enforcing patron data encryption while in transit. o Public access to the Horizon Workflows service is prevented at the SAAS firewall
- Network stabilization o The use of VPN tunnels can be used to stabilize the Workflows connection over problematic networks

SirsiDynix SAAS offers three types of VPN solution. These three options can be used in various combinations to provide a suitable solution for the customer. A very important step in this is a detailed discussion of network topology between SirsiDynix SAAS network engineers and Customer network personnel. This step should be performed before SirsiDynix quotes are finalized.

- Site-to-Site VPN: o This is a network-to-network tunnel that encrypts all traffic between the customer network and the SirsiDynix SAAS servers. This solution is generally the most reliable solution, the easiest to maintain long-term, and the most practical. o We support both single tunnels and multiple tunnel configurations. o Site-to-Site tunnels are built with the IKEv2 methodology. Various cryptographic suites are available to choose from.
- Software Client VPN: o This is an installed software client on the staff user workstation which encrypts the data stream from the workstation all the way to the SirsiDynix firewall. o This client is for Windows PCs only, and generally restricted to Windows XP and Windows 7
- VPN Net Extender: o This is a lightweight VPN tunnel built on the SSL protocol, and is not as intrusive to customer networks as IPsec tunneling. It can be implemented with a browser or with a lightweight client software. This method also supports mobile data devices. o The use of this product involves hard costs per end user and is not included in the VPN Subscription.

Caveats:

- Software VPN client use is allowed in addition to the site-to-site VPN option at no additional charge. It is useful for off-network or roaming users, bookmobiles, etc.
- SirsiDynix cannot provide technical support for the customer end of a VPN tunnel configuration. It is the customer's responsibility to obtain proper technical support for a VPN solution from their in-house IT, upstream network providers, and/or third party consulting services.
- There are practical limits to the number of software VPN client and SSL/VPN sessions that we can support per customer. Please discuss these with SirsiDynix SAAS technical personnel.
- Role-based VPN Client accounts are supported for Circulation desks only. All other users must use a unique authentication credential
- The software VPN clients supported by our firewalls is documented in the SirsiDynix VPN Powerpoint available from your Sales representative. We cannot support any of the Cisco VPN software clients, as they use a proprietary protocol.
- VPN client support for MAC users is not supported
- SSL/VPN requires single-session unique user credentials for all

Component Descriptions

accounts • SirsiDynix will not authenticate VPN against any 3rd party or customer authentication service.

SaaS User Level - 250 Staff seats

Services

Installation:

Product Delivery

BLUEcloud MobileCirc Installation

Installation of BLUEcloud MobileCirc against one database.

Product Delivery - Enriched Content Code Installation

Horizon SaaS Dedicated Virtual Environment Setup

Setup and configuration of a Horizon SaaS Dedicated Virtual Environment

VPN Connection Initial Service Setup

Services cover working with the site technical contact to setup both ends of the VPN tunnel.

Horizon Platform Migration to Horizon SaaS (MSSQL)

Migration includes creation of database in the Horizon SaaS and migration of data as it exists in current Horizon database. Customer must currently be running Microsoft SQL Server.

Horizon Information Portal Migration to Horizon SaaS

Migration includes installation of Horizon/Dynix Information Portal software and migration of portal database, xsl, images and logos. We migrate HIP configuration as done through the HIP admin tools. Any work outside of the HIP admin tool is considered custom and not guaranteed to work after the migration to SAAS. We will give a best effort policy in trying to make these work.

Horizon/Dynix Information Portal Platform Migration (remote)

Migration includes installation of Horizon/Dynix Information Portal software and migration of existing Horizon Information Portal database. Each server must be the same operating system platform. (i.e. Windows, Solaris, etc)

Component Descriptions

Project Management

Project Management - BLUEcloud MobileCirc

Project Management Services for the implementation of BLUEcloud MobileCirc.

Core Module Add On (Tier 1)

Tier 1 Project Management Services for the implementation of new/additional modules either during an ILS Migration or as a standalone add on order for an existing installation

Core Module Add On (Tier 2)

Tier 2 Project Management Services for the implementation of new/additional modules either during an ILS Migration or as a standalone add on order for a current customer, including: Acquisitions, Homebound, Inventory, Media Scheduling, Reserves, Serials, SIP/NCIP, Classified Accountability, Language Pack, Materials Booking, 9xx Interface, SmartPort, EDI, Reference Librarian, Languages, PocketCirc, Outreach, VIP, SchoolRooms Add'l Licenses, Web Reporter Add'l Licenses.

Core Module Add On (Tier 3)

Tier 3 Project Management Services for the implementation of new/additional modules either during an ILS Migration or as a standalone add on order for an existing installation: Debt Collect, StaffWeb, Library's Favorites, iBistro/iLink/eLibrary

Test Instance

Project Management Services for Test Instance

Horizon Platform Migration

Project Management Service for a Horizon Same OS and Same Database Platform Migration. Project Management Service includes a project management resource who will do the following during the standard, active implementation period of the project: act as the primary SirsiDynix Contact; hold weekly progress calls (as needed) with the customer; coordinate SirsiDynix resources; and transition the customer to client care once the new platform has been implemented.

Non-ILS Platform Migration

Project Management Service for OPAC, WebReporter, SIP, TM3, Director's Station, or other non-ILS Platform Migration, (if included as part of a regular priced Standard platform migration or a regular priced non-ILS platform migration). Project Management Service includes a project management resource who will do the following during the standard, active implementation period of the project: act as the primary SirsiDynix Contact; hold weekly progress calls (as needed) with the customer; coordinate SirsiDynix resources; and transition the customer to Client Care once the new platform has been implemented.

Component Descriptions

Training:

BLUEcloud MobileCirc Self-paced Training

This training reviews the functionality present in MobileCirc. Two users will have unlimited access to this course for one year. This training is available in English only.

Enriched Content

Enriched Content Basic Package

Enrichment Elements include: Tables of Contents, Summaries, First Chapters/Excerpts, Cover Images, Author Notes, and reviews from Publisher's Weekly, Library Journal, School Library Journal, Booklist, Choice.

Video and Music 1

Price is per thousand Circulations.

Web Reporter

Web Reporter SaaS Hosting Fee

Web Reporter Platform Migration

Web Reporter Platform migration includes installation of MicroStrategy Intelligence Server, Narrowcast Server, Microsoft SQL Server Express and Web Reporter configuration files. In addition it includes migration of existing Web Reporter metadata, licenses and user configuration to new platform.

Other Services

Installation:

Product Delivery

Product Delivery - Horizon Test/Backup/Training Software Installation (Separate Server - Same OS)

Test System - Additional Production to Test Server Copy

Includes an additional production to test server copy over performed by SirsiDynix. Must have purchased a Test System Software Installation. Price is per copy over.

Terms and Conditions

Other Terms

Current Contract License Limits: SirsiDynix SaaS Services are based upon annual circulation and Staff Users. You may use the SaaS Services for up to 5,000,000 annually circulated items and up to 250 Staff Users; an increase in either circulation or Staff Users requires additional licensing fees.

Enriched Content is based upon annual circulation. You are licensed for up to 5,000,000 annually circulated items; an increase requires additional licenses.

SirsiDynix may add and/or substitute equivalent products for any third party items in the event of product unavailability, Software requirements and/or model number changes.

"Go Live Date" means, with respect to the SirsiDynix Software license orders, the date on which the SirsiDynix Software is in operational use for normal daily business, including searching the public access catalog and circulating materials.

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

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

SirsiDynix shall have the right to aggregate and retain non-personally identifiable data.

Payment Terms

The term of any quoted products is for no less than three (3) years and shall automatically renew for one year. Subsequent years' Maintenance and Subscription fees are to be paid annually in advance. Following the initial term of System operation, Maintenance and Subscription fees will be subject to annual increases. Any discounts that may be listed on this quote will be applied to the final invoice. Unless otherwise specifically stated in writing, products and/or services purchased at promotional prices or with promotional discounts do not qualify for such discounts or limitations on price increases for subsequent years.

Any reference to license metrics and/or licensed amounts included in this quote shall be applicable only to the Products and/or services mentioned in this quote. This document and any software or professional services associated with this document are hereby fully incorporated into the current Agreement executed between SirsiDynix and Customer. If there is no current agreement between the parties, the terms and conditions of the current SirsiDynix Master Software License and Services Agreement shall be deemed the controlling Agreement between the parties, a copy of which shall be furnished upon Customer's request.

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

Terms and Conditions

Customer Signature:

Bellingham Public Library

Whatcom County Library System

By: _____
(Authorized Signature)

By: _____
(Authorized Signature)

Name: _____
(Printed)

Name: _____
(Printed)

Job Title: _____

Job Title: _____

Date: _____

Date: _____

Billing Address:

**Bellingham/Whatcom County Library Consortium
Whatcom County Library System
5205 Northwest Road
Bellingham, Washington 98226
United States**

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Bellingham Public Library

Whatcom County Library System

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Bellingham Public Library Policy

Title:	5.101 CONFIDENTIALITY
Code:	5 Circulation Services
Chapter:	5.100 Circulation Records
Type of Policy:	Departmental
Date Developed:	21 November 2006
Date Revised:	21 April 2015
Revised by:	Pam Kiesner, Jennifer Vander Ploeg
Developed by:	Pam Kiesner
Approved By:	Library Board of Trustees
 Cancels:	Section IV, Personnel Policies and Procedures, Confidentiality of Patron Records; Section IV, Personnel Policies and Procedures, Privacy of Circulation Records; Section VIII Circulation Policies and Procedures, Confidentiality of Circulation Records; 5.102 Retaining Circulation Records
 See Also:	Codes and Laws: RCW 40.14 Preservation and destruction of public records RCW 42.17.310 Duty to disclose or withhold information -- Otherwise provided Other resources: Privacy: an Interpretation of the Library Bill of Rights (ALA) Policy on Confidentiality of Library Records (ALA) Whatcom County Library System Policy on Confidentiality of Patron Records Internal Documents: Library Staff Code of Ethics, Confidentiality and Patron Account guidelines

Scope

This policy applies to all staff and patrons of the Bellingham public libraries.

Definitions

Inactive library account: a patron's account is considered inactive when there has been no check out activity for three (3) years.

Minor: persons under the age of eighteen (18).

Personally identifiable information: information that is directly associated with a specific person such as a person's name, home address, telephone number, e-mail address, birth date.

Records: Information maintained in order to conduct operations of the library. Records include, but are not limited to: registration records, circulation records, materials request lists, financial information and computer booking records.

Policy/Conditions

1. Library protects the privacy of its patrons.

Privacy is essential to the free and unrestricted use of library resources. Patrons have the right to search for information without fear of scrutiny. Protecting patron privacy is in accordance with the Constitution of the United States, the laws of the State of Washington and American Library Association policies and interpretations.

2. **Library guards the identity of library patrons by not creating or retaining records such as:**

- information sought or received in reference interviews
- materials consulted, online sites visited or databases used
- frequency of visits

3. **Library ensures the confidentiality of records with personally identifiable information and deletes them as soon as possible.**

Records are deleted when their original purpose has been satisfied. These include records such as:

- exhibit applications, program signups
- holds requested
- items requested for purchase

4. **Library ensures the confidentiality of circulation records with personally identifiable information but retains these records as set forth below:**

To satisfy library recordkeeping requirements, these records are retained and then deleted:

- backups are retained for one (1) week for the purpose of database integrity
- 'last patron use' information is retained for up to two (2) months for purposes of damage assessment
- inactive patron accounts with no fees or fines are deleted after three (3) years

These records are retained for up to ten (10) years and are then deleted:

- patron records with unresolved fees or fines
- meeting room invoices

5. **Library encourages patrons to become familiar with the privacy policies of library partners and external websites.**

Library may enter into agreements with third-party partners in order to provide certain services to library patrons. Information that a patron submits voluntarily to a third party is not subject to library control, and therefore the library cannot guarantee the same level of confidentiality and privacy. Patrons are encouraged to read and become familiar with the privacy policies of these third-party partners.

The library website contains links to external websites not maintained by the Bellingham Public Library. The library is not responsible for user privacy when visiting other websites. Once patrons link to another website, they are no longer subject to the library's Confidentiality Policy, but to the privacy policy or statement of the website to which they have linked.

6. Patrons have access to their records.

Patrons can access their own records:

- online using their library card and PIN
- over the phone with proper identification
- in person using their library card or by providing photo identification

Patrons can allow others to access their records by:

- providing their physical card to the person they wish to have access

Parents or guardians who hold financial responsibility for the account can access their minor child's records:

- online using their child's library card and PIN
- over the phone with proper identification
- in person using their child's library card or by providing photo identification

7. Library respects the privacy of young adult patrons.

In accordance with the laws of Washington State, a young adult is considered a minor until age 18. While a young adult is a minor, a parent or guardian has the right to determine the level of confidentiality that young adult retains over their circulation records. The library encourages discussion between parent or guardian and young adult to mutually determine this level of confidentiality.

8. Library guards the privacy of hold items on self pickup shelves.

- safeguards are used, but privacy is not guaranteed
- patrons can choose an additional privacy safeguard of directing the library to place materials in a privacy envelope
- patrons can authorize others to pick up holds on their behalf by having staff note this permission on their library account

9. Library staff respect the privacy of records with personally identifiable information.

Records with personally identifiable information will only be accessed by library staff when it is essential for library business.

10. Library releases private records to others only under this condition:

When the library receives a court order from a court of competent jurisdiction showing good cause, library staff will notify the Library Director or designee who will then consult with the City Attorney before replying to the order.

11. Library Board reviews this policy.

This policy is periodically reviewed, revised, or reaffirmed by the Library Board of Trustees.



CONFIDENTIALITY OF PATRON RECORDS POLICY

REVISIONS: June 17, 2014, March 19, 2013; July 15, 2003

ADOPTED: February 18, 2003

POLICY NUMBER: 5.01

STATUTORY REFERENCE: RCW 42.56.310

SCOPE: This policy outlines the manner in which the Whatcom County Library System will protect the confidentiality of library patrons pursuant to state and federal law.

The Whatcom County Library System (also referred to as WCLS) upholds state and federal laws intended to protect the privacy of individuals who access library materials. Privacy is essential to free speech, free thought and free association.

The Whatcom County Library System collects information and maintains records in order to conduct operations of the library. These records include but are not limited to registration records, circulation records, materials request lists, financial information and computer booking records. These records are considered confidential and protected by the right of privacy established by the Constitution of the United States and the Constitution and laws of the State of Washington.

Information from the confidential records shall not be made available in response to a request from any individual, organization, entity, or any agency of federal, state or local government except as pursuant to a valid court order or other applicable legal authority under applicable state or federal law.

WCLS will take action as necessary to determine that any court order or process issued by any court or pursuant to any purported legal authority requires that such records be made available.

Any patron is entitled to information in the patron's account, such as items on loan, items on hold, items overdue and fines. A parent or legal guardian may have access to the same information for his or her unemancipated minor child under the age of eighteen (18).

WCLS may enter into agreements with reputable third-party partners in order to provide certain services to library patrons. Information that a patron submits to a third party voluntarily is not subject to library control, and therefore WCLS cannot guarantee the same level of confidentiality and privacy. Patrons are encouraged to read and become familiar with the privacy policy of these third-party partners before submitting any personally identifiable information.

The WCLS website contains links to external websites not maintained by the Whatcom County Library System. WCLS cannot be responsible for user privacy when visiting other websites. Once patrons link to another website, they are no longer subject to WCLS's Confidentiality of Patron Records Policy, but the privacy policy or statement of the website to which they have linked.

Names and contact information of adult patrons eighteen (18) years of age or older may be extracted from the patron records for use by the Whatcom County Library Foundation for the purposes of notifying patrons of upcoming events in support of WCLS or one or more of its branches, or to invite

patrons to monetarily support Whatcom County Library Foundation activities in support of the Whatcom County Library System. WCLS will not provide access to personal information to other groups unless required by law.

Library facilities are public places and persons entering Whatcom County Library System facilities have no expectation of privacy beyond the confidentiality of their library records as described in this policy.

The Executive Director is responsible for establishing administrative procedures necessary to carry out this policy.

Approved by the Whatcom County Library System Board of Trustees:

Signed by Marvin Waschke
Board Vice-Chair

June 17, 2014
Date



whatcom county
library system

RETENTION OF ELECTRONIC CIRCULATION RECORDS

APPROVAL DATE: Revised: **March 20, 2007**

Approved: September 21, 2004

RELATED POLICIES: Confidentiality of Patron Records

STATUTORY REFERENCE: RCW 40.14.070

SCOPE: This policy applies to protection of library computer files and the maintenance of personal patron information and circulation records.

Definitions:

Transaction Log Tapes: All files on the system containing the most recent database changes.

Full Database Backups: All files on the system.

Horizon Information Portal (HIP): Public access catalog

BURB: Borrower UnResolved Blocks

Inactive: no checkout activity

Last patron use: most recent borrower's name for a specific title

Policy/Conditions:

1. **Library retains backups of all library files**
 - Transaction logs are backed up every hour and retained for not more than one week.
 - Full database backups are run every night and retained for not more than one week.
 - Horizon Information Portal data is backed up daily and retained for not more than one week.

2. **Library retains patron records of resolved fines and penalties**
 A patron's past record of resolved fines and penalties (BURB History) will be maintained for no more than two years in order to comply with State audit review standards.

3. **Library deletes inactive personal patron data from files**
 Files are deleted when:
 - Patron has been inactive for three years and owes less than \$2.00.
 - Patron has been inactive for ten years, at which time any remaining fines and fees owed will be written off.

4. **Library retains 'last patron use' information**
 "Last patron use" information is retained for one month for print items and up to two months for media for the purpose of damage assessment.

Adopted by the Whatcom County Library System Board of Trustees:

Board Chairperson

Date

Bellingham Public Library

Pam Kiesner, Director

October 8, 2015

Ten priority projects in the library's 2015 work plan, presented to City Department Heads:

Integrated Library System (ILS)

Computer system is over eleven years old; after detailed review decided to stay with current vendor (SirsiDynix) and are in process of **upgrade**. Migrating from hosting servers locally to Software as a Service (SaaS). Includes **mobile circulation** and other features. Developing new interlocal agreement (to Council 10/26), services agreement, and long-term agreement, to be completed end of year. Upgrade and migration funded through Technology Replacement Fund.

Single point of service

Create a single point of service on the Central Library's main floor to increase customer satisfaction, increase usage of self-checkout option, use staff more efficiently. Includes organizational **cross-training** currently underway; **self-check software** upgrade; **physical changes** to main floor. Implement by end of 2015.

"Shelf-ready" library materials

Nearly complete, the library is transitioning to **purchasing library materials already processed and cataloged** so they are "shelf-ready" when they arrive from our vendors. Includes working with vendors to set up our standards and protocols so the process is completely automated, **training** staff to review work by the vendor and make necessary enhancements to improve materials findability, and reassigning duties. Some materials still require in-house processing and cataloging.

Early Learning

Library is a key community resource for families, caregivers, individuals and organizations who work with our youngest children. Research shows 85% of brain development occurs up to 3 years old. Library provides **Early Learning spaces** at all 3 library locations (Barkley Branch by end of year, funded by Rotary Club of Bellingham) where families can talk, sing, read, write, play together (the "5 Practices" to establish a strong foundation for early literacy). Just launched **early literacy video series**.

Youth Safety policy

Replaces library "Unattended Children" policy written in 1997. Being used as a model by other community organizations. **Staff training** by Brigid Collins Family Support Center: "Stewards of Children - adults protecting children from sexual abuse". **Policy impact** on library programs, facilities use, staff training. Policy just **approved by Library Board of Trustees** and is operational.

Lifelong learning

Whatcom READS!, **SkillShare** at Central Library, **Art of Death Conference** at Fairhaven Branch Library, and **Pop-Ups** in the community - examples of ongoing outreach programs for adults in collaboration with the community.

Reorganization

Personnel and organizational changes provide the opportunity for reorganization, including in supervision and staff responsibilities.

Security cameras, Central Library

Library is one department of several that is being equipped with security cameras. Locations have been determined, still need to **develop policy** on use. October/November.

Comprehensive Plan: Chapter 5 (Facilities Chapter), Part 6 (Public Library & Museum)

By end of November, **library update** to this part of the plan is due. Includes overview of the library system, locations, statistics, facilities issues.

Central Library study

Library trustees are ready to move forward with a **Central Library study** once results of Capital Facilities planning are available. \$50,000 is available for a study to **update the library's building program statement**. Still to determine: renovation/expansion on current site or replacement library on new site.