2018-0515

Contract Entry

Originator
WKD

☐
Check if modifying an existing
contract

☐
Check if this is a RUSH
contract

☐
Check here for a SPECIAL
routing

Originating Department *
LIBRARY

Contract Type *
COOPERATIVE AGREEMENT

Contracting Party *
WHATCOM COUNTY LIBRARY SYSTEM

Project Number/Name *
BPL & WCLS OPERATION & MAINTENANCE OF AN INTEGRATED LIBRARY SYSTEM

Project Manager *
JON MCCONNEL

8/14/18

A Maximum Payable is required unless the "No Dollar Impact" box is checked

Maximum Payable *
$3,607.65

☐ No Dollar Impact

Primary Funding Source
GENERAL FUND

If Termination Date is blank – At least one checkbox should be checked

Termination Date
01/31/2024

☐ See Terms

☐
Special
Retention

☐ Renewable

Certificate of Insurance
N/A

Additional Contract Information
OTHER PAYABLES LISTED ON SPREADSHEET ARE COVERED UNDER SEPARATE CONTRACT: 2018-0481.
PLEASE RETURN 2 FULLY EXECUTED COPIES TO WENDY JENKINS.

Submit 8/14/18 Finance
8/15/18 Scan

Agreement
Between Bellingham Public Library and Whatcom County Library System
for the Operation and Maintenance of an Integrated Library System

This Agreement, dated _____, 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 shared an Integrated Library System ("ILS") since 1991; and

WHEREAS, both Parties mutually extend the full range of services available from its ILS to all borrowers according to the respective policies of each Party; and

WHEREAS, in 2018, the Parties jointly conducted a Request for Proposals ("RFP") process to select a new ILS; and

WHEREAS, both Parties have agreed on a new ILS, Polaris, from Innovative Interfaces, Incorporated ("Innovative"); and

WHEREAS, both Parties have entered into an agreement with Innovative as of August 1, 2018, to migrate to the Polaris ILS, a copy of which is attached as Exhibit A hereto and incorporated by this reference; and

WHEREAS, this Agreement supersedes the "Bellingham Public Library and Whatcom County Library System Migration to and Operation of a Hosted Integrated Library System Interlocal Agreement" established in 2015;

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

1. <u>The ILS</u>: The ILS that the Parties have contracted for, the related services that the Parties subscribe to, and the costs of the services are all described in the "Agreement for Consultant Services Bellingham/Whatcom County Library Consortium – Innovative Interfaces Incorporated" ("Services Agreement"), Exhibit A.

2. <u>Term</u>: 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 section 5, below.

3. <u>Data Ownership and Access</u>:

a. The subscription to use the ILS, including all software, records, and data stored in the ILS, 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. Ownership is determined based on a patron's primary address. Primary addresses within the city limits of Bellingham designate patron records that are owned by BPL. Primary addresses outside the city limits of Bellingham designate records that are owned by WCLS. 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 communicate the request to the other Party's administration immediately and to give the other Party the opportunity to contest the disclosure of information.

4. <u>Management of the ILS:</u> Innovative holds primary responsibility for the operation and maintenance of the hardware and software for the hosted portions of the ILS. The records and data stored on the ILS 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:
      i. 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:
      i. Delivery of patron notices via printed letters via the U.S. Postal Service.
      ii. Hosting and maintaining a server for telephone messaging, and providing working telephone lines for the server to use.
      iii. Hosting and maintaining a server to authenticate patrons desiring access to the Parties' database offerings, such as ProQuest.

   c. Each Party will designate its own system administrator. The designated administrators will be jointly responsible for the operation, maintenance, and configuration of the system. In an emergency requiring immediate action, either administrator or their delegate is authorized to act independently but the corresponding administrator will be informed and consulted as soon as practicable.

   d. The respective Parties' system administrators will coordinate with technical staff to prepare a security risk assessment and incident procedure document for Polaris, which will define error levels and communication procedures. The

Parties will implement any risk mitigations the technical staff deem necessary, and will meet annually at minimum to review and update the document as needed.

5. Termination: This Agreement may be terminated by either Party, as follows:

   a. For the duration of the Services Agreement, 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. With or without cause, upon notice from the terminating Party to the non-terminating Party delivered fifteen months prior to the proposed termination date.

   c. 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.

   d. 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 ILS, 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 section 9, below.

6. Payment of maintenance and other costs:

   a. BPL and WCLS will jointly be responsible for ongoing maintenance costs of the ILS according to the formula set forth in Exhibit C, attached and incorporated by this reference.

   b. WCLS will receive and pay invoices from Innovative for the amounts due from both parties and will in turn bill BPL for its portion according to Exhibit C.

   c. Population percentages in Exhibit C may be recalculated annually according to population estimates from the Washington State Office of Financial Management or the U.S. Census.

   d. Each Party will be individually responsible for any applicable sales/use tax on their respective costs.

7. Upgrades: Upgrades or additions may be added by agreement of the Parties.

    i.   The cost of such upgrades or additions for the exclusive use of one Party will be the responsibility of that Party.

    ii.   The cost of upgrades or additions for shared use and primarily intended for patron ease-of-use will be borne by the Parties based on population ratio.

    iii.   The cost of upgrades or additions for shared use and not primarily related to patron use will be borne by the Parties on an equal basis.

    iv.   Maintenance costs for upgrades will be apportioned as set forth in Exhibit C.

8. <u>Amendment:</u> This Agreement may be amended by written agreement signed by authorized representatives of each of the Parties.

9. <u>Dispute Resolution:</u> 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 (30) 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 other Party, subsequent list(s) shall be submitted. If the Parties are unable to agree upon an impartial arbitrator within thirty (30) days of submittal of the first list of prospective arbitrators, the dispute shall be resolved by available legal means.

10. <u>Assignment:</u> This Agreement may not be assigned by either Party without the express written consent of the other. Other parties may be added by agreement of the Parties.

11. <u>Exhibits:</u>

Exhibit A – Services Agreement

Exhibit B
     i.   Confidentiality Policy: Bellingham Public Library
     ii.   Confidentiality of Patron Records Policy: Whatcom County Library System
     iii.   Retention of Electronic Circulation Records Policy: Whatcom County Library System

Exhibit C – Cost Sharing Breakdown

EXHIBIT A

[Services Agreement will be inserted following this page]

AGREEMENT FOR CONSULTANT SERVICES

BELLINGHAM/WHATCOM COUNTY LIBRARY CONSORTIUM – INNOVATIVE INTERFACES

INCORPORATED

The **CITY OF BELLINGHAM** (hereinafter the "City"), a Washington first-class city, located at City Hall, 210 Lottie Street, Bellingham, Washington, 98225 and the **WHATCOM COUNTY RURAL LIBRARY DISTRICT**, doing business as Whatcom County Library System (hereinafter the "District"), a Washington rural county library district, located at 5205 Northwest Rd., Bellingham, WA, 98226 (the City and the District are collectively referred to hereinafter as the "Consortium"), and, **INNOVATIVE INTERFACES INCORPORATED** (hereinafter the "Consultant"), a California corporation, in consideration of the mutual covenants herein, agree as follows:

I.   **OBJECTIVE.** The objective of this Agreement is to replace the integrated library system (hereinafter the "ILS") shared by the Bellingham Public Library, a department of the City, and the District.

II.   **RESPONSIBLE OFFICERS.**

    A.   The Consortium designates Jonathon McConnel from the City and Carmi Parker from the District as their Project Managers for the Project (defined in Section IV below). The Project Managers are the Consortium's liaison officers to the Consultant for all purposes in carrying out the Project.

    B.   The Consultant designates Mary Wood as its Representative for the Project. The Consultant's Representative is its liaison officer to the Consortium for all purposes in carrying out the Project.

III.   **SCOPE OF AGREEMENT:** The following list of documents and their source, in order of precedence, are incorporated by reference as forming an integral part of this Agreement. They represent the basis for all mutual understanding and communications between the Consortium and the Consultant. In the event terms or conditions in two or more documents conflict, the terms of the document having higher precedence will control. Any inconsistency in the terms of

the contract documents shall be resolved by following this order of precedence (e.g. 1 presiding over 2, 3, 4, and 5; 2 presiding over 3, 4, and 5; and so forth):

Document	Source
1. Agreement for Consultant Services	Consortium
2. Software Subscription License Agreement	Consultant
3. Exhibit A – Pricing Exhibit	Consultant
4. Exhibit B – Subscription License Agreement General Terms and Conditions	Consultant
5. Exhibit C – Maintenance and Support Terms and Conditions	Consultant
6. Exhibit D – Hosting Service Terms and Conditions	Consultant
7. Statement of Work	Consortium and Consultant

IV. **SCOPE OF WORK UNDERTAKEN BY CONSULTANT AND PROJECT SCHEDULE.** Consultant agrees to carry out the following work (hereinafter the "Project") to the satisfaction of the Project Managers: See Document 7 - Statement of Work

V. **MINIMUM TECHNICAL REQUIREMENTS.** Consultant agrees that its software shall satisfy the following minimum technical requirements:

   A. INTEROPERABILITY:

      1. Unicode compliant;

      2. Supports MARC 21 formats for Bibliographic Data, Holdings Data, Authority Data, and Classification Data, without limitation on record length except as consistent with MARC standards;

      3. Supports automatic import/export of all types of MARC 21 formatted records with full preservation of all tags;

      4. Supports RDA-compliant MARC records;

      5. Supports the NISO Circulation Interchange Protocol (NCIP), ANSI/NISO Z39.83 – 1 – 2008, NISO Circulation Interchange – Part 1: Protocol;

      6. Supports the NISO Circulation Interchange Protocol (NCIP), ANSI/NISO Z39.83 – 2 – 2008, NISO Circulation Interchange Protocol – Part 2: Implementation Profile 1;

      7. Supports EDI formats that Consortium Vendors Baker & Taylor, Ingram, and Midwest Tape use: ISO 9735: EDIFACT and ANSI X12;

8. Supports holdings statements of both serial and non-serial multi-part items as defined in ANSI/NISO Z39.71 Holdings Statements for Bibliographic Items, including summary and detailed holdings, mixed level holdings, itemized and compressed formats, and enumeration and chronology displays;

9. Supports Codabar, Code 39, and Code 128 barcode symbologies for bibliographic items and patron IDs, including from third-party suppliers' barcodes and readers;

10. SRU 2.0 compliant for searching/retrieving records from other catalogs;

11. Supports SIP2 connections;

12. Integrates with commonly used third-party payment processing systems Comprise Technologies and EnvisionWare; and

13. Integrates with the third-party products described in the table below as long as the integration is via SIP2 or Consultant API:

Product	Vendor	Support
BiblioCore	BiblioCommons	Integrates via API
CircIT self-checkout software	Tech Logic	Integrates via SIP2
liber8 self-checkout software	bibliotheca	Integrates via SIP2
BiblioFines	BiblioCommons	Integrates via API
i-tiva	TALKINGtech	Integrates via SFTP transfer to I-tiva and a SIP integration from I-tiva back to Polaris
CASSIE	Librarica	Integrates via SIP2
OverDrive	OverDrive	Integrates via direct integration
KitKeeper	Plymouth Rocket	Integrates via SIP2
Freegal	Library Ideas	Integrates via SIP2
EZProxy	OCLC	Integrates via SIP2 and Polaris provides e-source functionality

B. MAINTAINABILITY:

1. The Consultant supplies the ILS as a software-as-a-service (SaaS) and is thereby responsible for updating the hardware and software required by the ILS.

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2. The Consultant commits to using current hardware and software solutions and maintaining the system on environments supported by the manufacturer and vendor. This includes but is not limited to: networking and server hardware, including backups; virtualization software, operating systems, Database systems, and other software used in providing service to the Consortium. Security patches must be applied per recommendation of the manufacturer, vendor, and Center for Internet Security guidelines.

3. Makes, models, and software versions of these components will be shared with the Consortium upon request.

4. The Consultant commits to the use of secure and encrypted data protocols end-to-end, evolving as the security landscape evolves, for the duration of the contract.

5. The Consultant commits to continually updating its product to maintain compatibility with current releases of commonly used browsers within six months of the browser releases, for the duration of the contract.

6. Web interfaces will have no reliance on third-party plug-ins such as Flash.

7. User interfaces will not utilize unsecure third-party plugins such as Silverlight.

8. Network infrastructure will not utilize insecure or unsupported protocols such as SMB V1.

9. All account passwords are encrypted at rest and during communication.

10. Data cached or stored locally by the browser-based staff client, including in browser memory, will be stored securely.

11. The Consultant shall provide no less than 24 months' notice prior to terminating support for a product or product version.

C. USABILITY

1. Windows-standard interface functionality, especially ability to select, copy, paste, search, and scroll as users expect from experience with their current operating systems.

2. Upgrades and other maintenance with scheduled downtime are performed at times Consortium branches are all closed.

3. Supports back-dated check-in with preset calendar integration.

4. Patron records can have multiple addresses, emails, and phone numbers; at minimum, mailing, residential, and temporary.

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5. When items are returned damaged or with missing parts, the link between patron and item is maintained.

6. Records are edited and indexed in real-time.

7. Provides role-based security and data access filters that are accessible by Consortium system administrators.

D.   INFORMATION SECURITY MANAGEMENT

1. The Consultant will publish a summary description of its security information management program online at https://www.iii.com/security, and will maintain this content as its security program evolves over time.

2. The Consultant will notify the Consortium of any changes or updates to its security information management program. Consultant will make its security experts available to discuss changes to the security information management program and roadmap upon request of the Consortium.

3. The Consultant will maintain certification with the ISO/27001:2013 Information technology security standard and intends to maintain certification with subsequent versions of the ISO/27001 standard.

4. The Consultant will notify the Consortium as soon as possible but no later than 72 hours in event of any potential security breach or incident where Consortium data could be compromised.

E.   MISCELLANEOUS

1. The Consultant will be responsible for verifying the experience, qualifications and validity of all licenses, permits, and copyrights for any outsourced work to subcontractors.

2. The Consultant shall identify, obtain, and provide any and all licenses, permits, clearances, reports, and documents required to complete the project and perform the services within required timelines.

3. The Consultant is responsible for the purchase of all ongoing maintenance agreements or support licenses for third-party solutions required by the ILS.

VI.   PAYMENT.

A. Payments to the Consultant will be governed by the terms of Document 2 - Exhibit A – Pricing Exhibit and Document 3 - Exhibit B – Subscription License Agreement General Terms and Conditions, which amounts shall be exclusive of any Washington State sales tax payable by Consultant.

B. The cost records and accounts pertaining to this Agreement are to be kept available for inspection by representatives of the Consortium or any other governmental agency with jurisdiction for a period of three (3) years after final payment.

VII. CHANGES AND ADDITIONAL WORK.

A. Upon request of the Consortium, the Consultant shall make such revisions in work done under this Agreement as are necessary to correct errors or omissions appearing therein and make such other minor revisions as are reasonably requested, without additional compensation therefor.

B. The Consortium may, at any time, by written order direct the Consultant to revise portions of the Project work previously completed in a satisfactory manner, delete portions of the Project, make other changes within the general scope of the services or work to be performed under this Agreement, or request other additional work not reasonably implied by the scope of work. If such changes cause an increase or decrease in the Consultant's cost of or time required for performance of any service under this Agreement, an equitable cost and/or completion time adjustment shall be made, and this Agreement shall be modified in writing accordingly. The Consultant must assert any claim for adjustment under this section in writing within thirty days from the date of receipt by the Consultant of the notification of change.

VIII. **INFORMATION AND WORK PROVIDED BY THE CONSORTIUM.** Such data as is possessed by the Consortium and is useful or necessary to the Consultant in order to carry out the Project shall be turned over to the Consultant at a time and place mutually convenient. The Consultant is entitled to rely on the data provided. Except as specifically provided in this section, the

Consortium is not required to retain additional consultants, do research or obtain additional data for use by the Consultant at the Consortium's expense.

IX. CONSULTANT'S STUDIES, REPORTS AND WORK PRODUCT.

A. The Consultant shall prepare such information and studies as may be pertinent and necessary, or as may be requested by the Consortium, in order that the Consortium may pass critical judgment on the features of the work. Compliance with the foregoing provision shall not constitute additional work as described in this Agreement.

B. All documents, maps, and other materials of whatever kind prepared by the Consultant pursuant to this Agreement shall be deemed property of the Consultant upon completion of the Project or termination of this Agreement.

X. TIME OF BEGINNING AND COMPLETION.

A. The Consultant shall not begin work under the terms of this Agreement until authorized in writing by the Consortium's Project Managers. The completion time for all work under this Agreement shall be the Project schedule contained in the Scope of Work.

B. Established completion time is a material part of this Agreement and shall not be extended because of any unwarranted delays attributable to the Consultant. However, it may be extended because of unavoidable delays caused by an act of God or other conditions beyond the control of the Consultant.

XI. RELATIONSHIP OF THE PARTIES; SUBCONTRACTING.

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

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or making of this Agreement. For breach or violation of this warranty, the Consortium shall have the right to annul this Agreement without liability, or in its discretion to deduct from the Agreement price or consideration or otherwise recover the full amount of such fee, commission, percentage, gift or contingent fee.

B.   During the term of this Agreement, the Consultant shall not engage, on a full-time, part-time, or other basis, any professional or technical personnel who are, or have been at any time during the term of this Agreement, in the employ of the Consortium (except regularly retired employees) without written consent of the Consortium.

C.   This Agreement is for the performance of professional services. The parties intend that the Consultant shall be an independent contractor in the performance of services rendered pursuant hereto. To this end, Consultant 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, has established or will timely establish an account with the Washington State Department of Revenue and has received a unified business identifier number, and maintains a separate set of books and records for such business.

D.   Any and all employees of the Consultant while engaged in the performance of any work or services required by the Consultant under this Agreement shall be considered employees of the Consultant only and not of the Consortium. Any and all claims that may or might arise under the Workers Compensation Act on behalf of said employees while so engaged on any of the work or services to be rendered herein shall be the sole obligation and responsibility of the Consultant.

E.   None of the Services covered by a Statement of Work shall be subcontracted by the Consultant without the prior written consent of the Consortium, executed by its Project Managers. The Consultant shall be as fully responsible to the Consortium for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by it.

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XII. CONFLICT OF INTEREST.

A. Consultant covenants that It presently has no pecuniary or proprietary interest and shall not acquire any such interests, direct or indirect, which conflicts in any manner or degree with the performance of services required to be performed under this Agreement. The Consultant further covenants that in the performance of this Agreement no person or subcontractor having such interest shall be employed.

B. No members of the Consortium, and no other officer, employee or agent of the Consortium who exercises any functions or responsibilities in connection with the carrying out of the Project shall have any personal interest, direct or indirect, in this Agreement.

XIII. DISPUTE RESOLUTION, ATTORNEYS' FEES, AND APPLICABLE LAW.

A. The Consortium and the Consultant shall give each other prompt notice of any development either observes or becomes aware of which affects the scope or timing of the Project or involves any defect in the work of Consultant, or its contractors or subcontractors. In the event of material disagreements between the Consortium's Project Managers and the Consultant's Representative arising out of this Agreement, the issue shall be addressed at meetings between the parties, which shall in such case also include at least the Project Managers and the Consultant's Representative (or equivalent), all of whom shall use their best efforts to timely resolve the dispute.

B. In the event of litigation to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs.

C. This Agreement and all provisions hereof shall be interpreted in accordance with the laws of the State of Washington (hereinafter the "State") in effect on the date of execution of this Agreement. The Superior Court of Whatcom County, Washington, shall have exclusive jurisdiction and venue over any legal action arising under this Agreement without recourse to any principle of Conflicts of Laws.

XIV.   TERMINATION.

A.   In the event of the death of a member, partner, or officer of the Consultant, or any of its supervisory personnel assigned to the Project, the surviving members of the Consultant hereby agree to complete the work under the terms of this Agreement if requested to do so by the Consortium in its sole discretion.

B.   In the event that funding is withdrawn, reduced or limited in any way after the effective date of this Agreement due to budgetary constraints, and prior to its normal completion, the Consortium may summarily terminate this Agreement as to the funds withdrawn, reduced or limited notwithstanding any other termination provisions of this Agreement. If the level of funding withdrawn, reduced or limited 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 at the end of the current term in whole notwithstanding any other termination provision of this Agreement. Termination under this Section shall be effective upon receipt of written notice thereof. Nothing herein prevents Consultant from being paid sums, duly documented, for work performed prior to termination.

C.   Should either party hereto believe that the other has failed to substantially perform all or a material 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 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 Consultant shall be paid an amount, in the discretion of the Project Managers, which takes into account actual costs incurred by the Consultant 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

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factors which affect the value to the Consultant of the Project work which has been performed to the date of termination. In no event shall the Consultant receive an amount based on anticipated profit on unperformed services or other work.

D.   Upon receipt of a termination notice, the Consultant shall promptly discontinue all services affected unless the notice directs otherwise, and shall promptly deliver or otherwise make available to the Consortium all data, drawings, specifications, calculations, reports, estimates, summaries, and such other information and materials as the Consultant or its subconsultants may have accumulated in performing this Agreement, whether completed or in progress, and shall also make available all equipment and/or materials purchased specifically for the Project where the Consortium has reimbursed the Consultant therefor. Consultant shall have the right, during the termination notice period, to complete such analyses and records as necessary to place its files in order and, when necessary for protection of its professional reputation, to produce a report of services completed to the date of termination.

E.   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.

F.   In the event that this contract is terminated for any reason, Consultant agrees to work with the Consortium to provide Consortium with its data, in a format mutually agreed to by both parties within 90 days of the termination of the contract, pursuant to a Statement of Work. Following provision of data to the Consortium, Consultant agrees to destroy all copies of Consortium data.

XV.   LEGAL RELATIONS AND INSURANCE.

A.   The Consultant shall comply, and shall ensure its subconsultants comply, with all local ordinances and resolutions, and federal and state grant agreements and local laws,

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regulations and ordinances applicable to the work and services to be performed under this Agreement.

B.   The Consultant specifically agrees to defend and indemnify the Consortium from claims or suits brought by Consultant's own employees against the Consortium. For this purpose, Consultant 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.

C.   The Consortium's rights and remedies in this Agreement are in addition to any other rights and remedies provided by law.

D.   Prior to execution of the Agreement, the Consultant shall file with the Consortium appropriate evidence of insurance from insurer(s) certifying to the coverage of all insurance required herein. In the event that the Consultant is unable, through no fault or neglect, to maintain such insurance, the Consortium shall have the right to terminate the Agreement pursuant to paragraph XIV after giving the Consultant a reasonable opportunity to find alternate insurance coverage acceptable to the Consortium.

E.   The Consultant shall require that all subcontractors obtain and maintain comprehensive general liability, professional liability and workers compensation insurance appropriate and applicable to the scope of work and services to be performed by such subconsultants. It shall be the responsibility of the Consultant to initially determine the appropriate and applicable insurance coverage.

F.   The Consultant shall obtain and maintain the minimum limits of liability insurance set forth below. By requiring such minimum limits, the Consortium shall not be deemed to have assessed the risks which may be applicable to the Consultant under this Agreement. The Consultant shall assess its own risks and, if it deems it appropriate and prudent, maintain greater limits. The insurance of the Consultant shall be primary and

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non-contributory with any insurance for which the Consortium is a named insured. The Consortium and its officials and employees shall be named as additional insureds on all liability insurance policies (together with the required endorsement), except professional liability insurance. Said insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Such policies shall provide the coverage required as follows for any and all occurrences arising out of the Consultant's performance under this Agreement:

1. Broad form Commercial General Liability, affording limits of liability of $1,000,000.00 per occurrence for bodily injury, personal injury, and property damage and $2,000,000.00 in the aggregate.
2. Automobile liability affording limits of liability of $1,000,000.00 as a combined single limit per accident for bodily injury and property damage.
3. Professional liability insurance, affording limits of liability of $1,000,000.00 in the aggregate covering all professional activities performed under this Agreement.
4. Workers Compensation coverage as required by the laws of the State of Washington.

Except with regard to Professional Liability Insurance and Workers Compensation coverage, all insurance coverages required under this Agreement shall include a waiver of subrogation against the Consortium for losses arising from work performed by the Consultant.

XVI. **ASSIGNMENT.** The Consultant shall not sublet or assign any of the work covered by this Agreement without the prior, express written consent of the Consortium. Notwithstanding the foregoing, a party may assign this Agreement without the other party's consent (i) as part of a corporate reorganization, consolidation, merger, or sale of substantially all of its assets or capital stock; or (ii) to an affiliate of such party provided that any such assignment will not release the assigning party from its obligations under this Agreement.

XVII. **CONFIDENTIALITY.** Each party acknowledges that it will have access to certain confidential information of the other party (hereinafter "Confidential Information"), including, but not

limited to, network accounts, facility diagrams, and personally-identifiable information on Consortium staff and patrons. Each party agrees that it will adhere to industry-standard best practices for system security including password protection, and use of anti-virus and malware protection for all devices that connect to systems. Each party agrees that it will hold the other party's Confidential Information in strict confidence and will not disclose Confidential Information to anyone other than employees working under this Agreement without first receiving written consent from the other party. Each party acknowledges that any unauthorized disclosure of the Confidential Information shall constitute a material breach of this Agreement and will cause irreparable injury to the other party for which there is no adequate remedy at law. Accordingly, in the event of such breach, each party will be entitled to injunctive relief in addition to all other remedies provided by this Agreement or available at law, including monetary damages. If a party becomes legally required to disclose any Confidential Information, the party shall, if legally permissible, provide the other party with prompt written notice (prior to such disclosure) and assist the other party in seeking a protective or other appropriate protection of the Confidential Information. In the event that such a protective order or other protection is not obtained, each party shall furnish only that portion of the Confidential Information that is legally required. The requirements of this section shall survive the termination and/or expiration of this Agreement.

XVIII. **OWNERSHIP OF WORK PRODUCT.** All materials and other work product prepared by the Consultant hereunder are property of the Consultant.

XIX. **EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES:** The Consultant agrees that it will comply with all State and local non-discrimination laws and regulations in effect at the time this Agreement is executed. The Consultant shall comply with all Federal non-discrimination laws and regulations if any of this Agreement is financed with Federal funds.

XX. **COMPLIANCE WITH LOCAL LAWS:** The Consultant 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.

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XXI. **EFFECT OF ACCEPTANCE OF THE WORK.** Approval of plans, specifications or other documents shall not constitute nor be deemed a release of the responsibility of the Consultant, its employees, subcontractors, or agents for the accuracy and competency of their work, nor shall such approval be deemed to be an assumption of such responsibility by the Consortium for any defect in the work prepared by the Consultant, its employees, subcontractors, or agents.

XXII. **ACCOUNTING AND AUDIT:** The Consultant 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.

XXIII. **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:

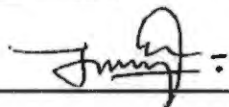Consortium: Bellingham Public Library
                     Attn: Head of Digital Services
                     210 Central Ave.
                     Bellingham, WA 98225

                     Whatcom County Library System
                     Attn: ILS Administrator
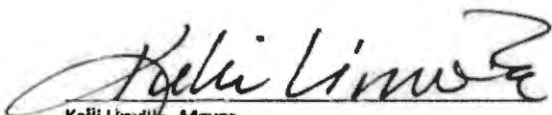   5205 Northwest Rd.
                     Bellingham, WA 98226

Consultant: Innovative Interfaces Incorporated
                     Attn: General Counsel
                     1900 Powell St Suite 400
                     Emeryville, CA 94608

XXIV. **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.

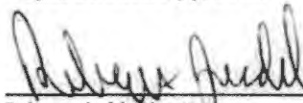EXECUTED, this ___31st___ day of ___July_____, 2018, for the Consultant.

_____

EXECUTED, this ___1st___ day of ___August_____, 2018, for the **CITY OF BELLINGHAM**:

Kelii Linville, *Mayor*

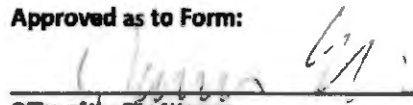Rick Osen, *Chair, BPL Board of Trustees*

Departmental Approval:

Rebecca Judd, *Director*

Attest:

Brian Henshaw, *Finance Director*

Approved as to Form:

Office of the City Attorney

EXECUTED, this ___31st___ day of ___July_____, 2018, for the **WHATCOM COUNTY RURAL LIBRARY DISTRICT**:

Marvin Waschke, Chair, Board of Trustees

Christine Perkins, Executive Director

INNOVATIVE INTERFACES INCORPORATED
SUBSCRIPTION LICENSE AGREEMENT

This Subscription License Agreement ("License Agreement") is entered into by and between Innovative Interfaces Incorporated, a California corporation ("Innovative"), and the parties collectively identified as Client below ("Client"), as of the "Effective Date" also set forth below.

Client	Consortium consisting of City of Bellingham & Whatcom County Rural Library District dba Whatcom County Library System	
Address	Bellingham Public Library Attn: Head of Digital Services 210 Central Ave. Bellingham, WA 98225	Whatcom County Library System Attn: ILS Administrator 5205 Northwest Drive Bellingham, WA 98226
Client Technical Contact:	Jon McConnel jlmcconnel@cob.org 360-778-7227	Carmi Parker carmi.parker@wcls.org 360-305-3629
Customer No.	CU6326	
Effective Date	August 1, 2018	

1. **Definitions.**

"GTCs" means the Innovative Interfaces Incorporated Subscription License Agreement General Terms and Conditions in in Exhibit B.

"Support Terms" means the Innovative Interfaces Incorporated Maintenance and Support Terms and Conditions in Exhibit C.

"Hosting Terms" means the Innovative Interfaces Incorporated Hosting Terms and Conditions in Exhibit D.

2. **General.** Innovative and Client agree that this License Agreement is a binding agreement between the parties and is governed by the GTCs, Support Terms and, if the attached Pricing Exhibit indicates that Client has purchased hosting services, then the Hosting Terms, all of which are made a part hereof. This License Agreement, the GTCs, Support Terms, Hosting Terms, if applicable, and all other exhibits, schedules and terms and conditions referenced by or in this License Agreement, the GTCs, Support Terms or Hosting Terms together constitute the "Agreement." Client acknowledges and agrees that it has had the opportunity to review the Agreement, including without limitation, the GTCs, Support Terms and Hosting Terms, prior to the execution of this License Agreement. Innovative recommends that Client print a copy of each component of this Agreement for Client's records. Unless otherwise specified, capitalized terms in this License Agreement have the same meaning as those in the GTCs. Application of the U.N. Convention on Contracts for the International Sale of Goods is hereby excluded.

EXHIBITS TO LICENSE AGREEMENT

A	PRICING EXHIBIT
B	GENERAL TERMS AND CONDITIONS
C	MAINTENANCE AND SUPPORT TERMS AND CONDITIONS
D	HOSTING SERVICES TERMS AND CONDITIONS

In witness whereof, the parties have executed this Agreement by their duly authorized representatives as of the Effective Date. See Attached Signature Page.

Exhibit A

Pricing Exhibit

1. **Fees.** All Fees must be paid to Innovative within 45 days following receipt of the invoice.

2. **Term.** Subject to the early termination provisions set forth in the GTCs, this Agreement will be effective for an initial term of five (5) years following the Effective Date (the "Initial Term"). This Agreement will be automatically renewed for additional one (1) year terms (each, a "Renewal Term" and, together with the Initial Term, the "Term"), unless either party gives the other not less than ninety (90) days' prior written notice of its intent to terminate this Agreement effective as of the end of the then-current Term. Commencing upon year 2 and thereafter, Innovative will have the right to increase rates hereunder by 2%.

[APPROVED SOFTWARE LICENSE QUOTE FOLLOWS THIS PAGE]

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Pricing Exhibit

Innovative Interfaces, Inc.
1900 Powell St.
Suite 400
Emeryville CA 94608
United States

Date	7/16/2018
Quote #	EST-INC7630
Payment Terms	Net 30
Overall Contract Term (Months)	60
Contract Start Date	
Contract End Date	
Sales Rep	Carrie Pearson
Site Code	
Expires	10/14/2018

Bill To
Whatcom County Library System
5205 Northwest Dr
Bellingham WA 98226-9050
United States

Ship To
Whatcom County Library System
5205 Northwest Dr
Bellingham WA 98226-9050
United States

Currency
US Dollar

Item	Item Category	Qty	Description	Options	Unit Price	Amount
Polaris Success Bundle - Public		1	Polaris Public Success Bundle Polaris is an integrated library system solution to manage physical and digital resources and library patron accounts. Combines library operational workflows with open architecture and APIs for integration with external systems. Cloud hosted solution with web interface. Supports staff tasks and patron access services. Public Success Bundle includes Core Bundle functionality and adds: eContent Integration, Carousel, Outreach, up to 10 SIP2 Licenses, Community Profiles, Staff-Facing eCommerce, Integration with 3rd Party Vendors & RESTful APIs.			76,250.00
Polaris Dedicated Hosting - US/APAC	License - Term	1	Dedicated Cloud Hosting environment for Polaris in production enables libraries to eliminate the overhead of maintaining an on premise server for Polaris ILS When Polaris is hosted, Innovative takes responsibility for release upgrades, backups, and system / environment maintenance & security updates. Includes Terminal services, PAC services, Reporting services, Screwdriver services		21,499.9999...	21,500.00
Training/Test Server Add On - US/APAC	License - Term	1	Additional cloud hosting environment for Polaris ILS Training or Test system - to support dedicated capacity for training or testing		6,450.00	6,450.00
Polaris VPN	License - Term	1	The Virtual Private Network add-on service establishes a virtual tunnel between customer's primary location to their Innovative hosted solution location, leveragings Amazon Virtual Private Gateway components. The VPN tunnel is created over IPsec (Internet Protocol security) ensuring private, secure communications over Internet through the use of cryptographic security services. Customer gateway devices supporting statically-routed VPN connections must adhere to Innovative functional requirements available upon request.		5,000.00000...	5,000.00

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Innovative Interfaces, Inc.
1900 Powell St.
Suite 400
Emeryville CA 94608
United States

Item	Item Category	Qty	Description	Options	Unit Price	Amount
Polaris VPN	License - Term	1	The Virtual Private Network add-on service establishes a virtual tunnel between customer's primary location to their Innovative hosted solution location, leveragings Amazon Virtual Private Gateway components. The VPN tunnel is created over IPsec (Internet Protocol security) ensuring private, secure communications over Internet through the use of cryptographic security services. Customer gateway devices supporting statically-routed VPN connections must adhere to Innovative functional requirements available upon request. (Second VPN)		999.9996	1,000.00
iTiva for Polaris		4	iTiva for Telephony package supports telerenewal and telenotification NOTE: Package includes III integration component, i-Tiva from Talking Tech, and Dialogic Card for number of lines indicated with 3 year warranty			9,153.00
Additional SIP2 Subscription	License - Term	43	SIP2 is required for any 3rd party hardware connecting to Polaris for the purpose of Polaris transactions e. g. 3rd Party self-checkout, sorters, etc.		0.00	0.00
Polaris Syndetics Subscription	License - Term	1	Syndetics Subscription options enable libraries to display enriched content in their PAC. Content choices include full-color cover art, full-text reviews from commercial sources, professional summaries, table of contents data, book excerpts, author bios, and more.		9,826.99999...	9,827.00

Total Fees	US$129,180.00

Exhibit B
Innovative Interfaces Incorporated
Subscription License Agreement
General Terms and Conditions

The parties agree that their contractual relationship with respect to the Software will be governed by the terms and conditions of (1) this Subscription License Agreement General Terms and Conditions ("GTCs"), (2) the applicable Innovative Interfaces Incorporated Subscription License Agreement(s) (each, a "License Agreement"), (3) the Innovative Interfaces Incorporated Maintenance and Support Terms ("Support Terms"), (4) the Innovative Interfaces Incorporated Hosting Terms ("Hosting Terms"), if applicable, and (5) all other applicable exhibits, schedules and terms and conditions referenced by or in the GTCs, License Agreement(s), Support Terms and Hosting Terms. Each License Agreement, together with the terms and conditions of this GTC, Support Terms and Hosting Terms and all applicable exhibits or schedules incorporated by reference or referenced therein will constitute and be construed as a separate agreement. Unless otherwise specified, capitalized terms in these GTCs have the same meaning as those in the License Agreement.

1. **Software License.**

a.   Subject to the terms and conditions of this Agreement, including without limitation Client's payment of all of the Fees (defined below) due hereunder, Innovative hereby grants to Client a limited, nonexclusive, non-sub-licensable, nontransferable license to use the components of its software applications, modules, and other products that are listed in the Pricing Exhibit to the License Agreement (collectively, the "Software"). The license granted in the preceding sentence will be for the duration of the term of this Agreement and will automatically expire upon the termination or expiration of this Agreement or as otherwise specified in this Agreement.

b.   Client and, where applicable, its Authorized Users (defined below) may use the Software (including any Client Configurations) (i) only for the management of the library and for servicing its patrons (including permitting Authorized Users to search library catalogues), and not on an outsourced basis, as a service bureau, for resale, or similarly on behalf of or for the direct or indirect benefit of third parties, and (ii) only in accordance with the other terms of this Agreement. Client will be responsible for its Authorized Users' compliance with the terms hereof. Without limiting the foregoing, Client agrees that it and its Authorized Users will: (i) comply with all applicable laws regarding the transmission of data, including, without limitation, any applicable export control and data protection laws; and (ii) not use the Software for illegal purposes.

c.   Subject to Section 11 (Client Configurations), other than Innovative, no one is permitted to copy, modify, reverse engineer, decompile, or disassemble the Software, create derivative works thereof, or separate the Software into its component files. All rights to the Software that are granted to Client in this Agreement are limited to the object code versions of the Software and in no event will Client be deemed to have any right, title or interest in the source code of the Software.

.d.   The Software may be used by the base number of Client's worldwide employees, third-party auditors, agents and contractors ("Authorized Users") set forth in the Pricing Exhibit to the License Agreement for such Software and such additional Authorized Users as may be hereafter Identified to Innovative by Client for which Client pays the additional Fees referred to in Section 4(a) of this Agreement. Each Authorized User license is allocable to a single full-time user of the Software and may be transferred to another user only on a full-time basis. Authorized User license(s) may not be shared on a part time or concurrent user basis.

e.   The license granted to Client pursuant to this Agreement will include, at no additional cost, a license to use all new scheduled major releases, service pack releases, and hot fixes of the Software offered generally by Innovative to its clients during the term of this Agreement (collectively, "New Releases"). "New Releases" do not include new or additional modules, applications or other software now or hereafter offered by Innovative, each of which require a separate license and payment of additional license fees. The term "Software" will be deemed to include New Releases. Unless Hosting is identified on the Pricing Exhibit to the License Agreement as a purchased item, additional fees at Innovative's then-prevailing professional service rates will apply for implementation of New Releases.

f.   Innovative offers support for the Software in accordance with the Support Terms, the terms of which are incorporated by reference herein.

g.   The license granted hereunder grants Client the right to use a single production instance (copy) of the Software and up to two (2) additional instances (copies) of the Software for non-production use at no additional charge. All copies of the Software are subject to the terms of this Agreement. Non-production use includes training, development, testing, quality assurance, staging or preproduction provided that the copies of the Software are not used in a production environment or as a backup to production. Except to the extent expressly set forth in a License Agreement, this license grant does not provide Client with any rights to hosting services.

2.   **Acceptance**. Following the execution of the Agreement by the parties, Innovative will deliver the Software, in its preconfigured, out-of-the box format, to Client (i) via the Internet, if Client has purchased hosting services from Innovative pursuant to the Hosting Terms or (ii) by making it available to Client to download via an FTP site, if Client has not purchased hosting services from Innovative pursuant to the Hosting Terms. Client will be deemed to have accepted the Software upon initial delivery.

3.   **Ownership**.

a.   All Intellectual Property Rights (defined below) in the Software and also including, without limitation, all improvements, enhancements, modifications, Client-specific upgrades, or updates to the Software, developed by either party, solely or jointly (collectively, "Innovative Products"), will remain the exclusive, sole and absolute property of Innovative or the third parties from whom Innovative has obtained the right to use the Innovative Products. Intellectual property created by Innovative pursuant to this Agreement, or any other party at the request or direction of Innovative, will be owned by Innovative. "Intellectual Property Rights" means any and all intellectual property rights existing from time to time under any law or regulation, including without limitation, patent law, copyright law, semiconductor chip protection law, moral rights law, trade secret law, trademark law, unfair competition law, publicity rights law, or privacy rights law, and any and all other proprietary rights, and any and all applications, renewals, extensions and restorations of any of the foregoing, now or hereafter in force and effect worldwide. Client hereby assigns to Innovative all right, title and interest in any feedback and suggestions it provides to Innovative regarding the Software or other products commercialized by Innovative now or in the future. This Agreement does not convey to the Client any interest in or to the Innovative Products or any associated intellectual Property Rights, but only a limited right to use the Software to the extent set forth in this Agreement, which right is terminable in accordance with the terms of this Agreement and is otherwise subject to the limitations, restrictions, and requirements contained herein. If Client configures or otherwise modifies the Software using an API licensed hereunder, Client will also have a license to use such configurations or modifications as part of the Software on the terms set forth in Section 1. Rights not expressly granted to the Client are hereby expressly reserved by Innovative.

b.   For purpose of this Agreement, as between Innovative and Client, any Intellectual Property Rights in the Innovative Products to the extent owned by any third party will be and remain the exclusive property of such third party. The Software may include third-party software and products, which are described in the documentation and/or Specifications made available to Client by Innovative, and any third-party pass-through terms relating to such third-party software and products are identified therein (or by other mode of disclosure).

c.   Except as expressly stated herein, Client will exclusively have and retain all right, title and interest, including all associated Intellectual Property Rights, in and to data that Client enters into the Software or disclosed by Client to Innovative in its performance hereunder ("Client Data"), and, as between Client and Innovative, such Client Data will remain the sole property of Client. Client hereby grants to Innovative a license to use Client Data (i) to process the Client Data pursuant to Client's business requirements, (ii) for maintenance and support of the Software, (iii) to collect and use aggregate, non-identifying and anonymized data for research and development purposes. Client acknowledges and agrees that it will have no rights in any products or services created or sold by Innovative or its affiliates that use any of the Client Data in the manner set forth in (iii) of the preceding sentence. To the extent that applicable law requires any permissions or authorizations to have been obtained prior to submission of Client Data to Innovative (including without limitation from individuals to whom the data pertains), Client warrants and covenants that it (and its Authorized Users, as applicable) will have first obtained the same permissions or authorizations prior to transmitting such data to Innovative. Client will defend, indemnify and hold harmless Innovative in the event of any third-party claim arising from a breach of the aforesaid warranty and covenant.

4.   **Fees; Expenses; Payment Terms.**

a.   In consideration of receiving a limited license to use the Software, Client will pay the fees set forth in the Pricing Exhibit to the License Agreement (the "Fees") on the terms set forth therein. Initial invoicing under this Agreement will occur when the Software is made available to Client pursuant to "Library System is Live on Polaris"

in the Statement of Work; subsequent renewal invoices will be sent to Client prior to the date such payment is due. Invoices for any Renewal Terms may be provided to Client up to 90 days prior to the effective date of such Renewal Term. Client will notify Innovative in writing if Client hereafter requires additional Authorized Users or additional Software modules, and will pay the fees for such additional Authorized Users or additional Software modules in accordance with the terms set forth on the invoice for such fees. The Software may, from time to time, electronically transmit to Innovative reports verifying the type and number of Authorized Users, and Innovative may utilize license keys or other reasonable controls to enforce Authorized User license limitations. Client will cooperate with Innovative in all such efforts.

b.   All Fees are exclusive of all taxes and similar fees now in force or enacted in the future or imposed on the delivery and license of the Software, all of which Client will be responsible for and will pay in full, other than taxes based on Innovative's net income. Client will provide Innovative its state issued Direct Pay Exemption Certificate (or equivalent certificate), if applicable, upon execution of this Agreement. In the event an applicable taxing authority, as a result of an audit or otherwise, assesses additional taxes for goods or services sold under this Agreement at any time, Client and not Innovative will be solely responsible for payment of such additional taxes and all costs associated with such assessment, including without limitation, interest, penalties and attorney's fees. Additionally, should Client be required under any applicable law or regulation, domestic or foreign, to withhold or deduct any portion of the payments due to Innovative hereunder, then the sum due to Innovative will be increased by the amount necessary to yield to Innovative an amount equal to the sum Innovative would have received had no withholdings or deductions been made.

c.   Where this Agreement establishes a due date for a payment and/or a recurring method for payment, payment will be due and payable on such due date and/or according to the method specified. Other fees or expenses charged pursuant to this Agreement will be paid at the amounts set forth in the invoice within 45 (forty five) days of the date of the invoice. All amounts stated herein and all Fees determined hereunder are in U.S. Dollars, unless otherwise required by applicable law.

d.   Any invoices not paid when due will accrue interest at the rate of 1% per month or the maximum rate permitted by law, whichever is greater.

5.   **Limited Warranty.**

a.   Innovative warrants, solely for the benefit of Client, that:

   i.   It has the corporate power and authority to enter into this Agreement and to grant Client the license to the Software hereunder; and

   ii. The Software will conform in all material respects to the applicable technical documentation for the Software provided to Client by Innovative and expressly identified by Innovative as the specifications for the Software (collectively, the "Specifications").

b.   EXCEPT FOR (i) THE WARRANTIES EXPRESSLY STATED ABOVE IN THIS SECTION AND (ii) ANY WARRANTY, REPRESENTATION OR CONDITION TO THE EXTENT THE SAME CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW, INNOVATIVE AND ITS LICENSORS, AFFILIATES, AGENTS, SUBCONTRACTORS AND SUPPLIERS MAKE NO REPRESENTATIONS OR WARRANTIES, AND EXPRESSLY DISCLAIM AND EXCLUDE ANY AND ALL WARRANTIES, REPRESENTATIONS AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, WHETHER ARISING BY OR UNDER STATUTE, COMMON LAW, CUSTOM, USAGE, COURSE OF PERFORMANCE OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, INNOVATIVE AND ITS LICENSORS, AFFILIATES, AGENTS, SUBCONTRACTORS AND SUPPLIERS DO NOT WARRANT, AND EXPRESSLY DISCLAIM ANY REPRESENTATION OR WARRANTY, THAT THE SOFTWARE OR OTHER DELIVERABLES PROVIDED BY OR ON BEHALF OF INNOVATIVE WILL SATISFY CLIENT'S REQUIREMENTS OR THAT THEIR USE OR OPERATION WILL BE ERROR OR DEFECT-FREE OR UNINTERRUPTED OR AVAILABLE ON THE INTERNET, OR THAT ALL PRODUCT DEFECTS WILL BE CORRECTED. EXCEPT FOR THE EXPRESS WARRANTIES IN SECTION 5(a), THE SOFTWARE, INCLUDING ALL CONTENT, IS PROVIDED "AS IS," WITH ALL FAULTS AND WITHOUT ANY GUARANTEES REGARDING QUALITY, PERFORMANCE, SUITABILITY, TIMELINESS, SECURITY, DURABILITY, INTEGRABILITY OR ACCURACY, AND CLIENT ACCEPTS THE ENTIRE RISK OF

AND RESPONSIBILITY FOR SELECTION, USE, QUALITY, PERFORMANCE, SUITABILITY AND RESULTS OF USE THEREOF, INCLUDING ALL CONTENT GENERATED THROUGH USE THEREOF.

c.   As the exclusive remedy of Client for a breach of the limited warranties set forth in Section 5, for any error or other defect for which Innovative is solely responsible, Innovative will, at its option, either (i) correct or repair the Software, or (ii) accept termination of this Agreement and refund the unused balance of any prepaid Fees for the Software, prorated for the period commencing on the date the error or defect was reported by Client to Innovative and continuing throughout the balance of the period to which such Fees apply. None of the above warranties or remedies in this Section 5 will apply with respect to any Software that has been damaged or modified by any party other than Innovative, or used in a manner for which the Software is not designed or intended.

6.   **LIMITATIONS ON LIABILITY.** IN NO EVENT WILL INNOVATIVE BE LIABLE FOR LOST PROFITS OR OTHER INCIDENTAL OR CONSEQUENTIAL, INDIRECT, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES UNDER ANY CIRCUMSTANCES WHATSOEVER, EVEN IF INNOVATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF THEY WERE OTHERWISE FORESEEABLE. INNOVATIVE'S TOTAL LIABILITY FOR TORT, CONTRACT AND OTHER DAMAGES WILL NOT EXCEED THE TOTAL AMOUNT OF ALL FEES PAID TO INNOVATIVE BY CLIENT UNDER THIS AGREEMENT IN THE TWELVE-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE UPON WHICH A CLAIM IS FIRST ASSERTED AGAINST INNOVATIVE. INNOVATIVE WILL NOT BE LIABLE FOR ANY CLAIM OR DEMAND AGAINST CLIENT BY ANY THIRD PARTY EXCEPT FOR THE INDEMNIFICATION SET FORTH IN SECTION 7. THESE LIMITATIONS OF LIABILITY WILL APPLY TO ALL CLAIMS AGAINST INNOVATIVE IN THE AGGREGATE (NOT PER INCIDENT) AND TOGETHER WITH THE DISCLAIMER OF WARRANTIES ABOVE WILL SURVIVE FAILURE OF ANY EXCLUSIVE REMEDIES PROVIDED IN THIS AGREEMENT.

7.   **Indemnification.**

a.   If a third party files a legal action in a court of competent jurisdiction against Client claiming the Software, as delivered to Client by Innovative, directly infringes such third party's U.S. copyright or U.S. patent, Innovative will defend Client against such legal action, provided that Client promptly notifies Innovative in writing of the legal action and fully cooperates with Innovative in the defense of such legal action. Innovative will also indemnify Client from all damages and out-of-pocket costs (including reasonable attorneys' fees) finally awarded by a court of competent jurisdiction in connection with any such legal action, or agreed to by Innovative in a settlement. Innovative will control all aspects of the defense and conduct the defense and any settlement negotiations in any such third-party legal action. This indemnification is limited to the Software in the form delivered to Client and does not cover claims arising from (x) modifications thereto not made by Innovative, or, even if by Innovative, at the request of Client; (y) use of the Software in combination with other software or items not provided by Innovative, or (z) third party modifications (including addition of source code) to the Software.

b.   As the exclusive remedy of Client under the limited indemnity set forth in Section 7.a, if the use of the Software by Client is enjoined, Innovative will, at its sole option: (i) obtain for Client the right to continue to use the Software, (ii) modify the Software to remove the cause of the legal action, (iii) replace the Software at no additional charge to Client with a substantially similar, non-infringing product, which will then be subject to the provisions of this Agreement, or (iv) terminate this Agreement and refund to Client that portion of the Fees allocable to the infringing component of the Software, prorated for the period Client's use of the Software is enjoined. None of the above warranties or remedies will apply with respect to any element of the Software that has been modified by any party other than Innovative, or used in a manner for which the Software is not designed or intended. This Section states Innovative's entire liability and Client's exclusive remedies for infringement of intellectual property rights of any kind.

8. **Confidentiality.**

a.   Client acknowledges that all documentation, audit reports, technical information, software, Specifications and other information pertaining to the Software, and/or Innovative's business interests or activities, product pricing, financial information, methods of operation or customers that are disclosed by any party to Client in the course of performing this Agreement are the confidential and proprietary information of Innovative. Innovative acknowledges that Client Data and other proprietary Client materials are the confidential information of Client. The information and materials described in the preceding sentences is referred to herein as "Confidential Information." Notwithstanding the foregoing, the term "Confidential Information" does not include information pertaining to a party if (i) such information is generally known to the public through no improper action or inaction by the other party, (ii)

was, through no improper action or inaction by the other party, in the possession of the other party prior to the Effective Date, or (iii) rightly disclosed to the other party by a third party if such disclosure does not violate the terms of any confidentiality agreement or other restriction by which such third party may be bound.

b.   All Confidential Information will be held in confidence and may not be copied, used or disclosed other than as set forth in this Agreement. Each party must take all reasonable efforts to protect the confidentiality of and prevent the unauthorized use of any such Confidential Information by any third party within such party's control. Each party may disclose Confidential Information (i) to the receiving party's employees and contractors required to have access to such Confidential Information for the purposes of performing this Agreement or using the Software, provided each party hereto notifies its employees and contractors accessing such Confidential Information of the confidentiality obligations in this Section 8; or (ii) if such disclosure is in response to a valid order of any court or other governmental body ("Order"), in which event, the disclosing party must use reasonable efforts to provide the other party with prior notice of such Order, to the extent legally permitted to do so. Under no circumstances will Confidential Information received from Innovative be disclosed to any competitor of Innovative without Innovative's advance written permission.

c.   Recognizing any improper use or disclosure of any Confidential Information by either party may cause the party whose Confidential Information is improperly used or disclosed irreparable damage for which other remedies may be inadequate, a party whose Confidential Information is improperly used or disclosed will have the right to petition for injunctive or other equitable relief from a court of competent jurisdiction as appropriate to prevent any unauthorized use or disclosure of such Confidential Information.

d.   If the parties have previously executed a nondisclosure agreement ("NDA"), any Confidential Information exchanged pursuant to such NDA will remain confidential, and will as of the date of the execution of this Agreement be deemed Confidential Information within the meaning of this Agreement and also be governed by the terms hereof.

e.   Innovative acknowledges that Client consists of municipal corporations organized under the laws of the State of Washington that are subject to Chapter 42.56 RCW, the State's Public Records Act. Client shall make available for public inspection and copying copies of this Agreement, related documents, and related financial records as and to the extent required by the Public Records Act. In the event that other "Confidential Information" is requested, Client may either withhold the records or provide reasonable notice of the request to Innovative. Innovative shall have the sole responsibility to seek a court order prohibiting the release of the "Confidential Information" under RCW 42.56.540. Under no circumstances shall the Client's compliance with its obligations under the Public Records Act be considered a breach of this Agreement.

9. **Term; Termination.**

a.   The term of the Agreement is set forth in the License Agreement.

b.   If either party hereto fails to perform or comply with any material term or condition of this Agreement, specifically including Client's failure to pay any Fees (such party being the "Breaching Party"), and such failure continues unremedied for 30 (thirty) days after receipt of written notice, the other party may terminate this Agreement. Notwithstanding the foregoing, if the Breaching Party has in good faith commenced to remedy such failure and such remedy cannot reasonably be completed within such 30-day period, then the Breaching Party will have an additional 30 (thirty) days to complete such remedy, after which period the other party may terminate this Agreement if such failure continues unremedied.

c.   Client may terminate this Agreement at any time during the Initial Term effective as of the date of the next annual anniversary of the Effective Date if Client's budget (funding) is eliminated and Client provides written evidence to Innovative of the elimination of Client's budget (funding), such evidence to be in the form and substance reasonably requested by Innovative.

d.   Except for a termination by Client pursuant to Section 9.b., and unless as otherwise set forth in this Agreement, upon any termination of this Agreement, all prepaid Fees will be nonrefundable and Client will be responsible for all Fees and expenses for the Software provided prior to and as of the date of termination. Any termination of this Agreement will not waive or otherwise adversely affect any other rights or remedies the terminating party may have under the terms of this Agreement. Upon termination of this Agreement, the rights and duties of the parties will terminate, other than the obligation of the Client to pay Fees and costs in accordance

herewith, and the obligations of the parties pursuant to Section 1.c. (Software License), Section 3 (Ownership), Section 4 (Fees; Expenses; Payment Terms), Section 6 (Limitations on Liability), Section 7 (Indemnification), Section 8 (Confidentiality), Sections 9.d. and 9.e. (Termination), Section 11 (Client Configurations) and Section 13 (General). Within 30 (thirty) days of receipt of a written request following a termination of this Agreement, each party must return or destroy all Confidential Information of the other party, as requested in writing by the other party. Notwithstanding the foregoing, a party will not be obligated to destroy data containing Confidential Information of the other party when it would be commercially impracticable for the receiving party to do so (for example, when Confidential Information is contained in e-mail stored on backup tapes or other archival media), but for so long as such receiving party is in possession of such Confidential Information of the other party, the terms of Section 8 (Confidentiality) hereof will continue to restrict the receiving party's use or disclosure of such Confidential Information. Neither party will be liable to the other for any termination or expiration of this Agreement in accordance with its terms.

e.   Following termination of this Agreement, Innovative has no duty whatsoever to deliver to Client any parts of its programming, data model, or any other information regarding which Innovative claims a proprietary or Intellectual Property Right. To the extent that Innovative is requested to perform any services for Client in connection with the termination of this Agreement (including without limitation providing Client with a copy of Client Data in a commercially-standard format to be agreed upon by the Parties), such service will be performed pursuant to a written statement of work under a separate professional services agreement and paid for by Client, applying Innovative's then-current rates for daily/hourly work, as the case may be.

10.   **Third Party Software**. The Software may contain third-party and/or "open source" code provided under third-party license agreements. The terms and conditions of such third-party license agreements will apply to such source code in lieu of these terms, where applicable, and Client is responsible for compliance therewith. A listing of certain third-party and/or open source code contained in the Software, the respective license terms applicable to such code, and certain related notices are included in the documentation and/or Specifications made available to Client by Innovative. Except as required for the authorized use of the Software as contemplated herein, Client may not use any name or trademark of any supplier of third party or open source code without such party's prior written authorization.

11.   **Client Configurations**. Client will be permitted to use one or more application programming interfaces (APIs) made available by Innovative to configure the Software hereunder in accordance with the Specifications (such configurations or other modifications, "Client Configurations"). Client will not use any other API to modify or configure the Software. No API may be used to create any Client Configuration that, in whole or in part, mimics any material functionality of any software or service developed or marketed by Innovative or that would reasonably be deemed competitive to any software or service developed or marketed by Innovative if the Client Configuration were to be released to the public market. Innovative disclaims all representations and warranties, express or implied, regarding Client Configurations and assumes no liability whatsoever with respect to Client Configurations. Client agrees to indemnify and hold harmless Innovative from all damages and out-of-pocket costs (including reasonable attorney fees) for any third-party action based on a claim that any Client Configuration infringes a copyright or a patent, or constitutes an unlawful disclosure, use or misappropriation of another party's trade secrets.

12.   **Back-Up Activities**. Except to the extent that Client purchases Innovative's hosting service or back-up services, Client has the sole responsibility for the maintenance and protection of all data input into the Software, including, without limitation, the making, storing and security of back-up and archive copies of such data and the Software (collectively "Back-Up Activities"), and Client acknowledges Innovative will not perform any Back-Up Activities for or on behalf of Client.

13.   **General**.

a.   No Waiver. The failure of either party to enforce any rights granted hereunder or to take action against the other party in the event of any breach hereunder will not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches.

b.   Independent Contractor. Client acknowledges that Innovative is at all times an independent contractor and that Client's relationship with Innovative is not one of principal and agent nor employer and employee. No Innovative personnel will be entitled to participate in any compensation or benefits plan of Client.

c.   Force Majeure. Neither party will be liable or responsible for any delay or failure in performance if such delay or failure is caused in whole or in part by fire, flood, explosion, power outage, war, strike, embargo, government regulation, civil or military authority, hurricanes, severe wind, rain, other acts of God, acts or omissions of carriers, third-party local exchange and long distance carriers, utilities, Internet service providers, transmitters, vandals, or hackers, or any other similar causes that may be beyond its control (a "Force Majeure Event").

d.   Notice. Any notice or communication required to be given by either party must be in writing and made by hand delivery, express delivery service, overnight courier, electronic mail, or fax, to the party receiving such communication. Unless otherwise instructed in writing, such notice will be sent to the parties at the addresses set forth on the first page of the License Agreement. All communications pursuant to this Section will be deemed delivered as follows: (a) upon receipt, if delivered personally or by a recognized express delivery or courier service; or (b) when electronically confirmed, if delivered by facsimile.

e.   Invalidity. Any provision of this Agreement which is invalid, illegal, or unenforceable in any jurisdiction will, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof in such jurisdiction or rendering that or any other provision of this Agreement invalid, illegal, or unenforceable in any other jurisdiction.

f.   Counterparts. This Agreement may be executed by the parties in separate counterparts by original, .pdf (or similar format for scanned copies of documents) or facsimile signature, each of which when so executed and delivered will be deemed an original, but all such counterparts will together constitute but one and the same instrument.

g.   Publicity. Except as provided in this Section, neither party will make any press release, public statement or other disclosure regarding the terms of this Agreement without the prior written consent of the other party, which consent will not be unreasonably withheld. Notwithstanding the foregoing, Innovative will have the right to issue public statements pertaining to the existence of the business relationship between Innovative and Client, including the right to limited use of Client's name, logo and other reasonable non-confidential information in press releases, web pages, advertisements, and other marketing materials.

h.   Assignment. Neither party has the power to assign, license, or sub-license any of its rights or obligations hereunder without the prior written consent of the other party, which will not be unreasonably withheld. Any assignment, license, or sub-license attempted without such consent will be void. Notwithstanding the foregoing, a party may assign this Agreement without the other party's consent (i) as part of a corporate reorganization, consolidation, merger, or sale of substantially all of its assets or capital stock; or (ii) to an affiliate of such party provided that any such assignment will not release the assigning party from its obligations under this Agreement.

i.   Waiver of Jury Trial; Governing Language. EACH PARTY HEREBY WAIVES ITS RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY DISPUTE OR LEGAL PROCEEDING ARISING OUT OF THIS AGREEMENT OR THE SUBJECT MATTER HEREOF. This Agreement and all proceedings hereunder will be conducted in the English language; any translation of this Agreement into another language will be for convenience only but will not modify the meaning hereof. Only a written instrument duly executed by both parties may modify this Agreement.

j.   Entire Agreement. This Agreement contains the entire understanding of the parties, and supersedes all prior agreements and understandings relating to the subject matter hereof, provided that nothing herein will diminish or affect any separate services agreement or statement(s) of work issued thereunder. The parties represent that they are sophisticated commercial entities, have had the opportunity to consult with their own counsel, and have included in this Agreement all terms material to the parties' rights and obligations with respect to the subject matter hereof and intend this document to be the final expression of their contractual intent. The parties further represent and acknowledge that communications exchanged between the parties during contract negotiation (including, without limitation, requests for proposal ("RFPs") and Innovative's responses to such RFPs; questionnaires and responses to same, quotes) do not constitute a part of this Agreement. Purchase orders, work orders or other such documents submitted by Client will be for Client's internal administrative purposes only and the terms and conditions contained in any such purchase order, work order or other such document will have no force or effect and will not amend or modify this Agreement. In the event of any inconsistencies or conflicts among the GTCs, a License Agreement or any other exhibits or schedules referenced by these GTCs, the following order of priority will control: 1. License Agreement, 2. GTCs and 3. any other terms, agreements, exhibits or schedules included in, or referenced by the Agreement.

Exhibit C
Innovative Interfaces Incorporated
Maintenance and Support
Terms and Conditions

These Maintenance and Support Terms and Conditions ("Support Terms") apply to the License Agreement. Unless otherwise specified, capitalized terms in these Support Terms have the same meaning as those in the GTCs. The terms set forth herein supplement, but do not replace or modify, the GTCs.

1. **Maintenance and Support.** Innovative will offer maintenance and support on the terms set forth herein ("Maintenance and Support") for the latest generally available version of the Software and for certain earlier versions in accordance with Innovative's support policy. Standard Maintenance and Support is included with the price for the annual license set forth in the License Agreement.

2. **Error Response.** Error descriptions (each an "Error"), the Error severity levels and corresponding targeted response time per level are each described in the table below. The Targeted Response Times in the table below identify the response times that Innovative will target for the corresponding Error, however, such Targeted Response Times are not guaranteed.

Severity	Description	Target Response Time
One - Site Down	A major component of the software is in a non-responsive state and severely affects library productivity or operations. A high impact problem that affects the entire library system. Widespread system unavailability, production system is down	1 hour
Two – Critical	Any component failure or loss of functionality not covered in Severity 1 that is hindering operations, such as, but not limited to: excessively slow response time, functionality degradation; error messages; backup problems; or issues affecting the use of the module or the data	2 business hours
Three - High	Lesser issues, questions, or items that minimally impact the work flow or require a work around	2 business days; excludes holidays and weekends
Four – Routine	Issues, questions, or items that don't impact the work flow. Issues that can easily be scheduled such as an upgrade or patch	4 business days; excludes holidays and weekends

3. **Error Reporting and Diagnosis.**

a. Client must designate a representative as the contact that will report Errors to Innovative and be Innovative's primary contact for the provision of Maintenance and Support pursuant to the terms of this Agreement (such representative is referred to herein as the "Client Contact"). When a Client Contact reports an Error, Innovative will use commercially reasonable efforts to diagnose the root cause of the Error ("Diagnosis"). Upon completing the Diagnosis, each Error will be classified as either a "Warranty Error" or a "Non-Warranty Error" pursuant to Section 3.b. below. Innovative will use commercially reasonable efforts to diagnose and repair both Warranty and Non-Warranty Errors as described below.

b. "Warranty Errors" are all Errors that do not qualify as Non-Warranty Errors. "Non-Warranty Errors" are Errors resulting from any of the following causes: (i) misuse, improper use, alteration or damage of the Software; (ii) operator error; (iii) incorrect data entry by Client; (iv) third-party software not part of the Software; (v) errors and/or limitations attributable to Client environment; (vi) Client's failure to incorporate any New Release previously provided to it by Innovative which corrects such Error; (vii) modification of the Software performed by Client; and (viii) technical consulting services provided by Innovative at Client's request (e.g., change orders, integration development, or configuration design and implementation), unless Client notifies Innovative of such technical consulting services problem within the applicable warranty period set forth in the governing statement of work,

change order or agreement. Client acknowledges that the Software is intended for use only with the software and hardware described in the Specifications provided by Innovative from time to time, and Client will be solely responsible for its adherence thereto.

4. **Complimentary and Chargeable Support.** Innovative will respond to all reported Errors pursuant to Section 2 above and will use commercially reasonable efforts to resolve Warranty Errors at no additional charge if Client has purchased and is current on its payment for Maintenance and Support; however, Innovative may charge Client for such effort with respect to Non-Warranty Errors according to the following process: (i) When the Client Contact reports any Error, prior to commencing the Diagnosis for the Error, Innovative will notify the Client Contact that the Diagnosis and repair effort will be at no charge to Client unless the reported Error is determined to be a Non-Warranty Error, in which case only the first two hours of Diagnosis will be at no charge; and (ii) Innovative will then commence the Diagnosis unless instructed otherwise by the Client Contact. If more than two hours are required for the Diagnosis of Non-Warranty Errors, then such additional Diagnosis hours will be charged to Client at Innovative's then-current rate for technical services. Once the Diagnosis is complete, the Client Contact will be given the option of having Innovative proceed with repairing the Non-Warranty Error, and, if so requested, Innovative will provide an estimate of the total cost for such effort. If agreed to by the Client Contact, Innovative will undertake to repair the Non-Warranty Error and charge Client for the associated technical services performed.

5. **Ticket Management and Escalation.** Innovative manages all reported issues using a ticket management system, and provides an Internet portal for Clients to report issues. Clients may review the status of issues reported online. When an Error is either unresolved or not resolved in a timely fashion, the Client should contact Innovative representatives pursuant to Innovative's escalation policy made available on Innovative's Internet portal.

Exhibit D
Innovative Interfaces Incorporated
Hosting Services
Terms and Conditions

These Hosting Services Terms and Conditions ("Hosting Terms") apply to the License Agreement if, and only to the extent that, Hosting Services are identified on the Pricing Exhibit to the License Agreement as a purchased service. Unless otherwise specified, capitalized terms in these Hosting Terms have the same meaning as those in the GTCs. The terms set forth herein supplement, but do not replace or modify, the GTCs.

1. **Hosting Services.** The following terms apply for all purposes to Client's license to and use of the Software under the Agreement.

2. **Hosting Solution.** Innovative offers clients a standard cloud-based hosting option (the "Standard Plan"). The table below sets forth the features of the Standard Plan. This option provides industry-leading security and monitoring at a SOC 1/SOC 2 Type 2/ISO 27001-audited datacenter by a top-tier cloud hosting provider (the "Hosting Provider"), with the flexibility to meet clients' data storage, data recovery, and information security policy requirements. To meet clients' global hosting needs, Innovative offers hosting options in datacenters located in the United States, Ireland, Australia and the Asia-Pacific region, however, Innovative reserves the right to increase, decrease and/or relocate its datacenters at any time.

Feature	Standard
24x7 infrastructure monitoring	✓
Dedicated production environment	✓
99.9% guaranteed infrastructure uptime**	✓
Dedicated public IP address and custom URL	✓
Operating system installation and management	✓
Library software installation and upgrades	✓
Data backups	Daily
Archive data backup retention	30 days

3. **Hosting Solution System Configuration.** The hosting systems are configured to meet the solution requirements as per the Hosting Terms set forth on the Pricing Exhibit to the License Agreement.

4. **Security Controls.**

    a. Generally. Subject to the terms of the Agreement, Innovative implements industry-recognized best practices to prevent the unintended or malicious loss, destruction or alteration of Client's data resident in the Software.

    b. Access Control. Highly available redundant firewall and edge routers are configured to control access to hosted systems

    c. Network Systems Audit Logging. All network logon activity and password changes are logged, monitored, controlled and audited. All intrusion detection and firewall log monitoring is done through services provided by the Hosting Provider. The pertinent log files and configuration files related to customer's hosted solution are retained for seven days and can be made available upon request for audit and problem resolution, as may be required.

    d. Encryption. Encryption for data-in-transit is provided as a part of the Standard Plan.

    e. Network Monitoring. All network systems and servers are monitored 24/7/365. Innovative will monitor its systems for security breaches, violations and suspicious (questionable) activity. This includes suspicious external activity (including, without limitation, unauthorized probes, scans or break-in attempts) and

suspicious internal activity (including, without limitation, unauthorized system administrator access, unauthorized changes to its system or network, system or network misuse or program information theft or mishandling). Innovative will notify Client as soon as reasonably possible of any known security breaches or suspicious activities involving Client's production data or environment, including, without limitation, unauthorized access and service attacks, e.g., denial of service attacks.

       f.   Physical Security. The Software resides in systems configured for the customer out of Innovative's hosting location. The physical infrastructure used to support Software licensed to Client (and services purchased by Client from Innovative, as applicable), including the servers, storage, switches, and firewalls, are either provided by the Hosting Provider or owned by Innovative. Innovative partners with datacenter providers who are designed to satisfy requirements of most security sensitive customers with constant monitoring, high automation, high availability, and highly accredited to global security standards, including: PCI DSS Level 1, ISO 27001, FISMA Moderate, FedRAMP, HIPAA, and SOC 1 (formerly referred to as SAS 70 and/or SSAE 16) and SOC 2.

       g.   Security Audits. Client may perform audits of Innovative's security best practices. Innovative will share various security audit reports as requested by Client.

       h.   Information Security Auditing/Compliance. Innovative's hosting providers undergo SOC 1/SOC 2 Type 2/ISO 27001 audits each year by independent third-party audit firms. Innovative also holds the internationally-recognized ISO 27001:2013 standard for its information security management system supporting the hosting solutions.

       i.   **The 99.9% guaranteed infrastructure uptime is subject to the following Service Level Agreement (SLA):

          i.   Hours of operation/exclusive remedy for service unavailability. Innovative offers a monthly infrastructure uptime target of 99.9% of Scheduled Up-Time to Client. Scheduled Up-Time means all of the time in a month that is not Scheduled Downtime or unavailability due to a third-party, such as a cloud hosting provider. In the event that Innovative fails to provide Client with 99.9% infrastructure uptime for one month, Client will be entitled to receive a credit equal to the prorated amount of the Fees for the period in which Innovative failed to provide such infrastructure uptime during such month upon receipt of written notice from Client. The remedies set forth in this Paragraph (i) are the exclusive remedies of the Client for Innovative's failure to provide Client with 99.9% infrastructure uptime.

          ii.   Scheduled Downtime. Scheduled Downtime means the period of time during which Innovative or the Hosting Provider conducts periodic scheduled system maintenance for which Innovative will provide the Client with advance notice. Innovative will make commercially reasonable efforts to provide Client notice of scheduled system maintenance 48 hours in advance.

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Statement of Work

This Statement of Work (the "SOW") dated July 31, 2018 is entered into pursuant to the Agreement for Consultant Services between Consortium consisting of City of Bellingham and Whatcom County Rural Library District dba Whatcom County Library System ("Client") and Innovative Interfaces Incorporated ("Innovative") effective as of July 31, 2019 (the "Agreement"). Innovative and Client may each be referred to as "Party" from time to time or collectively as "Parties".

Purpose of this Statement of Work

This SOW outlines the Professional Services that will be provided by Innovative in order to implement the Polaris Success Bundle purchased under the Subscription License Agreement. The SOW provides an overview of the scope of the project and cost to complete the engagement based on Innovative's prior experience with similar projects and preliminary discussions with Client. The Client hereby acknowledges that the SOW is not meant to capture all detailed requirements but documents the high level requirements and implementation approach discussed and that additional detailed requirements discussions will be required to outline the full scope of work between the Parties.

Project Scope of Services

Innovative utilizes a five (5) stage Implementation Process to ensure a smooth & successful implementation that incorporates the learning experience of over 9,500 implementations for libraries in 66 countries around the world. The Methodology incorporates all of the necessary components for a successful project including:

- Project planning and staffing
- Project planning templates (schedules, requirements documents, budgets, etc.)
- Industry best practices for system setup
- Client communications including project plans, status reports, and status meetings.
- Use of a client collaboration tool
- Techniques, tools, and deliverables to accelerate implementations
- Quality assurance & testing
- Training & Change Management services

The Scope of the project includes the following set of professional services:

- *Setup the software and cloud environment* for the Client to access the Polaris ILS.
  - Polaris Success Bundle
    - Acquisitions
      - EDI - Electronic Ordering
      - EDI - Electronic Invoicing
      - Titles to Go
      - Selection Lists
    - Cataloging
      - Automatic Authority Control
      - Export Express

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- Z39.50 Client, Broadcast & Server
  - Circulation
    - Classic Inventory Control
    - Collection Agency / Debt Collection (Unique Management)
    - eCommerce - PowerPAC (Payflow Link)
    - Self-Check using Express Check
    - Floating Collections
    - Held Item Delivery
    - Outreach
    - Interlibrary Loan
    - RFID Integration
    - Notices
    - Offline Circulation
    - SIP2 Interface for Self Check and other supported third party-software solutions
    - Volume Level Holds
  - eContent Integration
  - Unlimited PowerPAC Users
    - Carousel Toolkit
    - Community Profiles w/ Campaigns
    - Children's PAC
    - Did you mean? (spellcheck)
    - Feature It
    - Location-based Profiles & PowerPAC Localization
    - Patron Self-Registration
    - Remote Patron Authentication against Polaris patron DB
    - RSS Feed Builder
    - URL Detective
  - Serials
    - Claiming
  - Polaris REST APIs
  - Polaris Canned Reports
  - Simply Reports
  - SQL query access with Microsoft reporting services

- VPN Installation
  - Enable 2 Virtual Private Network add-on services for Polaris ILS
    - Requirements consultation with the client.
    - Document the client's firewall, IP addresses, test cases and tunnel configuration (encryption technologies, etc.).
  - Set up VPC, provide AWS configuration to client, configure and validate the VPN tunnel establishment and monitoring and test fail-over steps.
  - Once Polaris solution is set up, fine tune the tunnel configuration and test for solution functionality.
  - Go live readiness and access list validation/addition and documentation.
  - Additional site configuration (assumes the other site IT team is collaborating at the same time).

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- o iTiva SIP2 Installation
  - ▪ Innovative will install and configure the SIP2 software for iTiva.

- *Project Management Services* to manage the Innovative services team, coordination of the technical services required to configure the software, delivery of project plans with periodic updates, project budgets tracking both hours and costs incurred, client communications and status reports and management of change orders as required.
  SOW covers:
  - o Up to 2 days of onsite profiling services

- *Software Configuration* services to adapt the fully functional out of box software to the clients' unique needs.

- *Data Migration Services* to migrate the client's data from their existing ILS into the Polaris ILS. These services include extraction, analysis, mapping and loading of data into the Polaris Test Database. Revisions to the Polaris Test Database will be made, when possible, as issues are reported during the evaluation period. Includes Consulting, Profiling, Loading for: Bibliographic, Authority, Item, Patrons, Serials Holdings, Circulation Checkouts, Holds, Fines, Vendor records and the Newspaper index. Includes up to 2 data loads.

- *Training Services* to be delivered through a combination of on-site visits and web-based sessions. Training topics will be detailed in the schedule during the preparation phase based on library go-live priorities and target dates.

  SOW covers: .
  - o Up to 6 days of training onsite at the library's location
    - ▪ 3 Days of Patron Services Training (Onsite)
    - ▪ 2 Days of Acquisitions Training (Onsite)
    - ▪ 1 Day of Serials Training (Onsite)
  - o Up to 23 hours of instructor led online training
    - ▪ System Administration
    - ▪ Simply Reports
    - ▪ Community Profiles
    - ▪ Outreach Services
    - ▪ Export Express
    - ▪ Feature IT
    - ▪ ILL

- *Onsite Workflow Consulting (4 days)*
  - o 2 days at Bellingham
  - o 2 days at Whatcom
  - o A Senior Consultant will perform on-site workflow consulting and a system audit.
  - o Detailed written report to be provided following visit.

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Project Timeline

Innovative proposes the following draft timeline that outlines overall steps and responsibilities for a Polaris implementation. Event order and event time frames may be adjusted, e.g. time allotted for library tasks may be extended or compressed. A project plan tailored to your library will be mutually agreed upon after Innovative meets with you and fully understands the detailed requirements.

MAJOR TASKS	DATES
Contract Signing	Week 1
Initial Phone Call with Customer to discuss project and profiles	Week 1
Library set-up in Supportal (Access, Documentation, Usage)	Week 2
Kick-off Meeting	Week 2
Site Visit (Profile creation)	Week 3
Server staging	Week 4
Library System completes and submits Profiles to Project Manager	Week 6
Data Pull for Test load	Week 6
Implementation Profile input, review, and finalization	Week 7
Data Mapping	Week 8
Test data load	Week 9
Polaris QA of Data Load	Week 10
Library System has access to Test database for review and training	Week 11
Training – P1 – Circulation, Cataloging and PAC	Week 13
Acceptance Testing by Library System occurs	Week 13
Library System internal staff training	Week 13
Third Party prep and testing	Week 13
Training – P2 – Acquisitions and Serials	Week 17
Other selected training via Webinar	Week 18
Prepare for Polaris Offline	Week 20
Data Sign-off for Production load	Week 20
Library System is Offline with Polaris	Week 21
Final data migration on Production server	Week 21
Final Data QA	Week 21
Library System review of Production database and upload files	Week 21
Library System is Live on Polaris	Week 21
Transition to Polaris Support	Week 23

Implementation Fees and Payment Terms

All prices listed below are based on the deliverables included in this Statement of Work.

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Item	Price	Est Hours
Polaris Success Bundle Implementation Services	$56,000	1256
Data Extraction (3rd Party) – Phoenix10 (flat rate)	$6,720	N/A
Newspaper Index Data Migration	$4,000	20
i-Tiva SIP2 Installation	$400	2
VPN Installation (flat rate)	$14,000	N/A
Additional VPN Installation (flat rate)	$4,000	N/A
Workflow Analysis (Whatcom)	$4,400	16
Workflow Analysis (Bellingham)	$4,400	16
Travel Expenses for Workflow Analysis (flat rate)	$4,000	N/A
Total	**$97,920**	**1,430**

The Total Service Fees and hours estimated for this project are $97,920 (USD) and 1,430 hours. These estimates are based on a Time and Materials (T&M) based arrangement, and are made in good faith based on the activities, approach and assumptions contained in this Statement of Work. Innovative will provide regular updates on the project budget for Client planning purposes. The quote contained herein is an estimate and may be affected by the final scope agreed and in any additional Change Requests.

Innovative will invoice Client for services described by Polaris Success Bundle Implementation Services upon completion of the Milestones described in the table below. For each milestone, the Innovative and Client Program Managers must agree in writing that the required tasks are complete before the invoice is created. Milestones will be deemed complete if no blocker is identified by Client within 30 days of delivery of the Milestone.

Polaris Success Bundle Implementation Services Milestone	Percent	Amount
Library System has access to Test database for review and training	33%	$18,480.00
Data Sign-off for Production load	34%	$19,040.00
Transition to Polaris Support	33%	$18,480.00

All other services described above, such as Data Extraction and VPN Installation may be invoiced in full when both Innovative and Client Program managers agree in writing that they are complete. Milestones will be deemed complete if no blocker is identified by Client within 30 days of delivery of the Milestone.

This Statement of Work estimate is valid for 30 days. Pricing assumes that deliverables in this Statement of Work are completed within six months or additional Services fees will apply.

Innovative Services Team

The Services Team will have a dedicated core project team that will be involved for the life cycle of the project. This team will consist of the following:

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- Project Manager: The Project Manager has extensive knowledge of the Polaris ILS, the Polaris ILS database, library workflows, and library data. All Polaris Project Managers have years of project management experience, and have implemented ILS migrations for many libraries.

- Data Migration Specialist: The data migration specialist is responsible for creating, maintaining, and executing the SQL scripts, and other software, required for migrating your existing ILS databases into the Polaris ILS database. All Polaris Data Migration Specialists have extensive SQL skills, in-depth knowledge of MARC and other library data, and many years of experience in migrating ILS data.

- Polaris Trainer: One or more Polaris trainers will be assigned to your implementation, shortly after the project kicks off. Your trainers are selected based on their knowledge of the specific subsystems and options that you will be implementing, as well as their experience in training similar libraries. All Polaris trainers have significant experience in ILS operations and training.

- Polaris System Engineer: The Polaris System Engineer performs the staging and installation for your hosted system.

- Executive Sponsor – The Executive Sponsor is assigned to the project to provide oversight, be an escalation point, ensure the success of the project, and participate in the project steering committee.

Client Implementation Team

- Executive Sponsor – Provides executive oversight, ensuring the project is aligned to meet the goals of the Library project and Steering Committee.

- Project Manager – Works directly with the Services Team Project Manager to ensure that risks are mitigated, appropriate communications is achieved and milestones are met. Works with Services Team Project Manager to coordinate work plans, schedules, and teams' work. Will manage day-to-day operational aspects and ensure deliverables are met. Responsible for Project Steering Committee status reporting and Executive communications.

- Librarian Lead – Works closely with Project Managers to ensure requirements are comprehensive and representative of the needs of the library. The Librarian Lead will coordinate with key members of the team as required.

- Technical Lead - Will be responsible for assisting with Client responsibilities related to data migrations and any other system level duties required by Client.

Implementation Assumptions

- Customer is expected to provide adequate resources to ensure timely turnaround of reviews and prompt acceptance of data migration.

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- Train-the-Trainer Approach: Innovative's approach to training is to train a core group (up to 10 trainees). This core group will receive in-depth training on the various subsystems. This core group will, in turn, train the remainder of the Library staff. Frontline training is available for purchase, if desired.

- There is a minimum two day charge for all on-site services.

Warranty

A.   Innovative warrants, solely for the benefit of Client, that all Services rendered pursuant to this Agreement will be performed in professional manner consistent with industry practices. Innovative agrees to re-perform any Services not in compliance with this warranty brought to its attention within thirty (30) days after those Services are performed.

B.   Innovative warrants, solely for the benefit of Client that for a period of 30 (thirty) days after delivery, the Work Product delivered will perform in accordance with the specifications contained in the SOW. Innovative agrees to correct any such Work Product not in compliance with this warranty brought to its attention within the foregoing warranty period.

C.   The exclusive remedy of Client under the limited warranties set forth in Sections 5(A) and 5(B) are set forth in Sections 5(A) and 5(B), respectively.

Limitation on Liability

IN NO EVENT WILL EITHER PARTY BE LIABLE FOR LOST PROFITS OR OTHER INCIDENTAL OR CONSEQUENTIAL, INDIRECT, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES UNDER ANY CIRCUMSTANCES WHATSOEVER, EVEN IF THE OTHER PARTY HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF THEY WERE OTHERWISE FORESEEABLE. INNOVATIVE'S TOTAL LIABILITY FOR TORT, CONTRACT AND OTHER DAMAGES WILL NOT EXCEED THE TOTAL AMOUNT OF ALL FEES PAID TO INNOVATIVE BY CLIENT UNDER THE APPLICABLE SOW UPON WHICH A CLAIM IS FIRST ASSERTED AGAINST INNOVATIVE, LESS AGGREGATE DAMAGES PREVIOUSLY PAID BY INNOVATIVE UNDER THIS AGREEMENT. INNOVATIVE WILL NOT BE LIABLE FOR ANY CLAIM OR DEMAND AGAINST CLIENT BY ANY THIRD PARTY EXCEPT FOR THE INDEMNIFICATION SET FORTH IN SECTION 7. THESE LIMITATIONS OF LIABILITY WILL APPLY TO ALL CLAIMS AGAINST INNOVATIVE IN THE AGGREGATE (NOT PER INCIDENT) AND TOGETHER WITH THE DISCLAIMER OF WARRANTIES ABOVE WILL SURVIVE FAILURE OF ANY EXCLUSIVE REMEDIES PROVIDED IN THIS AGREEMENT.
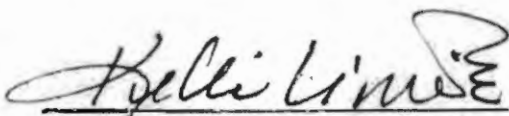
[Signature page follows]
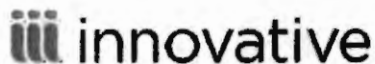
ⅲ innovative

IN WITNESS WHEREOF each party has caused this SOW to be executed by its duly authorized representatives.

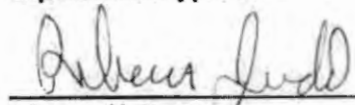EXECUTED, this __31st__ day of __July_____, 2018, for Innovative.

EXECUTED, this __1st__ day of __August_____ , 2018, for the **CITY OF BELLINGHAM**:

Kelli Linville, *Mayor*
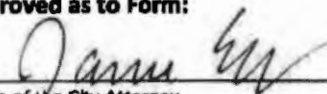
Rick Osen, *Chair, BPL Board of Trustees*

Departmental Approval:

Rebecca Judd, *Director*

Attest:

Brian Henshaw, *Finance Director*

Approved as to Form:

Office of the City Attorney

EXECUTED, this __31st__ day of __July_____ , 2018, for the **WHATCOM COUNTY RURAL LIBRARY DISTRICT**:

Marvin Waschke, Chair, Board of Trustees

Christine Perkins, Executive Director

i. Bellingham Public Library Confidentiality Policy (5.101)

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 interview
- 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.

References

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 42.56.210 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

ii. WHATCOM COUNTY LIBRARY SYSTEM
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:

<u>Signed by Marvin Waschke</u>   <u>June 17, 2014</u>
Board Vice-Chair   Date

iii. 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

EXHIBIT C: COST SHARING BREAKDOWN

Where the costs below are estimates from the vendor (as with Polaris migration and training) or are subject to annual increases, as with other shared services, the breakdown percentage will apply to the amount billed, regardless of the actual costs shown below.

	Whatcom County		City of Bellingham	WCLS
2018 Estimated Population	220,350	40/60	88,500	131,850
2018 Estimated Percentage of Population			40.16%	59.84%

	Innovative	Breakdown	BPL	WCLS
ILS Database	$76,250.00	40/60	$30,500.00	$45,750.00
ILS SaaS Hosting	$21,500.00	40/60	$8,600.00	$12,900.00
ILS Software (per module if applicable)	Included			
• Serials	$0.00			
• Acquisitions	$0.00			
• Outreach/Home Service	$0.00			
• Debt Collect	$0.00			
ILS Client (staff use) software (if applicable)	$0.00			
Reporting Software	$0.00			
Testing/Training Environment	$6,450.00	40/60	$2,580.00	$3,870.00
Portable/Mobile Circulation	$0.00			
Local Newspaper Index Hosting (BPL-only)	$0.00			
Other -VPN for self-check, EZproxy	$6,000.00	50/50	$3,000.00	$3,000.00
Other - Syndetics	$9,827.00	40/60	$3,930.80	$5,896.20
Other - i-tiva	$9,153.00	40/60	$3,661.20	$5,491.80
Total System	**$129,180.00**		**$52,272.00**	**$76,908.00**
Migration and Training[1]	$66,720.00	50/50	$33,360.00	$33,360.00
Setup fee: VPN for self-check	$18,000.00	50/50	$9,000.00	$9,000.00
Setup fee: i-tiva	$400.00	50/50	$200.00	$200.00
Workflow Analysis	$12,800.00	50/50	$6,400.00	$6,400.00
Total iii Polaris in Year One	**$227,100.00**		**$101,232.00**	**$125,868.00**
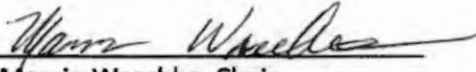
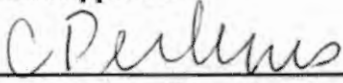| Other Shared Services	Other Vendors	Breakdown	BPL	WCLS
BiblioCommons[2]	$27,292.10	40/60	$9,078.10	$18,214.00
4 landlines dedicated to phone notification[3]	$7,200.00	40/60	$2,880.00	$4,320.00
Phone notification server: support costs[4]			$457.65	$0.00
Printed letter notifications via U.S. Postal Service[5]	variable			
Database auth. through EZproxy: server costs[6]	$600.00	40/60	$240.00	$360.00
Database auth. through EZproxy: support costs[6]			$30.00	

Notes:

1. Includes migration of BPL's Bellingham Herald index

2. WCLS BiblioCommons includes ~$4000 for BiblioFines

3. BPL to reimburse WCLS for 40% of landline cost

4. 5% of the annual cost for the i-tiva service; BPL to reimburse WCLS for staff time

5. BPL to reimburse WCLS for postage paid on behalf of BPL patrons

6. For years where BPL is using WCLS's EZproxy installation, 5% of the annual cost of the EZproxy server; BPL to reimburse WCLS for staff time

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.
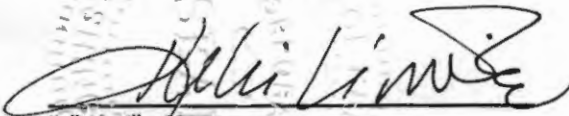
EXECUTED, this ⁶ᵗʰ of _August_, 2018 for the **WHATCOM COUNTY RURAL LIBRARY DISTRICT**

By: _Marvin Waschke_

Marvin Waschke, Chair
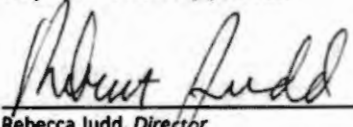Board of Trustees

Department Approval:

By: _C Perkins_

Christine Perkins, Executive Director

EXECUTED, this _____ day of _____, 2018, for the **CITY OF BELLINGHAM:**

Kelli Linville

Kelli Linville, *Mayor*

Rick Osen

Rick Osen, *Chair, BPL Board of Trustees*

Departmental Approval:

Rebecca Judd

Rebecca Judd, *Director*

Attest:

Brian Henshaw

Brian Henshaw, *Finance Director*

Approved as to Form:

_____

Office of the City Attorney