



June 9, 2022

Board of County Commissioners  
 Clackamas County

**Approval of a Contract with Sirsi Corporation dba SirsiDynix for SirsiDynix Products and Services.  
 Total value is \$785,615.86. County General Funds are involved.**

<b>Purpose/Outcome</b>	Provides ongoing Integrated Library Systems to the Libraries in Clackamas County (LINCC)
<b>Dollar Amount and Fiscal Impact</b>	Maximum contract value is \$785,615.86 through June 30, 2027
<b>Funding Source</b>	General Fund
<b>Duration</b>	This contract shall be in effect through June 30, 2027
<b>Previous Board Action/Review</b>	None
<b>Strategic Plan Alignment</b>	1. Aligns with BCS Library Support Services Performance Clackamas purpose to provide integrated systems, shared operational support and ongoing collaboration services to libraries in Clackamas County (LINCC) so they can efficiently and effectively provide library services and resources to their patrons and successfully cooperate as a Library District. 2. Build public trust through good government by ensuring County policies and decision, service delivery, and Board deliberations will be equitable, inclusive and transparent.
<b>Counsel Review</b>	5/23/2022, ARN
<b>Procurement Review</b>	(Please check yes or no for procurement review. If the answer is "no," please provide an explanation.) 1. Was the item processed through Procurement? yes <input checked="" type="checkbox"/> no <input type="checkbox"/>
<b>Contact Person</b>	Joshua Wolfe, Interim Library Network Manager – BCS/Library Support Systems – 503-723-4889
<b>Contract No.</b>	5480

**BACKGROUND:** Business & Community Service's (BCS) Library Support Services (Library Network) supplies the Integrated Library System (ILS) for the Libraries in Clackamas County (LINCC) through Sirsi Corp dba SirsiDynix. This system manages the library catalog, check-in/out system, and generally allows libraries to operate. With the formation of the Library District in 2008, Library Support Services (Library Network) is required through Intergovernmental Agreements (IGAs) with the cities to supply the "Database management services including creating/acquiring MARC format bibliographic records" and "automated library system and related telecommunications and technical support". The ILS is the system that provides these core functions. The original contract with Sirsi Corporation was finalized in September 2007.

**PROCUREMENT PROCESS:**

This is a continuation of contract finalized in 2007, to secure services, maintenance and subscriptions for the efficient use of existing equipment, this procurement is exempt from the formal procurement process per LCRB C-047-0288 Class Special Procurements; Definitions (15) Efficient Utilization of Existing Equipment or Supplies.

**RECOMMENDATION:** Staff respectfully recommends approval of this contract with Sirsi Corporation dba SirsiDynix for Integrated Library Systems maintenance and support services.

Respectfully submitted,

A handwritten signature in blue ink that reads "Sarah Eckman". The signature is written in a cursive, flowing style.

Sarah Eckman  
Interim Director  
Business & Community Services



**CLACKAMAS COUNTY  
GOODS AND SERVICES CONTRACT  
Contract #5480**

This Goods and Services Contract (this “Contract”) is entered into between **Sirsi Corporation dba SirsiDynix** (“Contractor”), and Clackamas County, a political subdivisions of the State of Oregon (“County”) on behalf of Business and Community Services, Library Network for the purposes of providing service, maintenance and subscriptions for Sirsi products.

**I. TERM**

This Contract shall become effective upon signature of both parties and shall remain in effect until **June 30, 2027**. This Contract and any amendments to this Contract will not be effective until approved in writing by an authorized representative of the Board of County Commissioners of Clackamas County. This Contract supersedes and cancels any prior contracts between the parties hereto for similar services.

**II. SCOPE OF WORK**

Contractor shall provide the goods or services described in Contractor’s quote #112350, attached and hereby incorporated by reference as **Exhibit “A.”** This Contract consists of the following documents which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibit “A”. Unless explicitly agreed to by the parties in this Contract, any additional terms and conditions that may be contained in Exhibit A are void. Work shall be performed in accordance with a schedule approved by the County. The Contractor shall meet the highest standards prevalent in the industry or business most closely involved in providing the appropriate goods or services. The County’s Representative for this contract is: **Joshua Wolfe**.

**III. COMPENSATION**

1. **PAYMENT.** The County agrees to compensate the Contractor on a fixed fee basis on an annual basis as detailed in the schedule below:

COMPONENT	Year 1	Estimated Year 2	Estimated Year 3	Estimated Year 4	Estimated Year 5
SirsiDynix Products	6,000	5,000	5,150	5,300	5,450
SirsiDynix Services	1,330	-	-	-	-
Discount	(1,000)	-	-	-	-
Active Products Total	147,705.82	149,499.41	149,962.86	153,694.39	157,523.38
<b>Total</b>	<b>154,035.82</b>	<b>154,499.41</b>	<b>155,112.86</b>	<b>158,994.39</b>	<b>162,973.38</b>

The total Contract compensation shall not exceed **\$785,615.86**.

Any price changes due to third parties shall only be changed via amendment to this Contract.

2. **TRAVEL EXPENSE REIMBURSEMENT.** Authorized:  Yes  No  
 If travel expense reimbursement is authorized in this Contract, such expenses shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference, in effect at the time of the expense is incurred.

3. **INVOICES.** Invoices submitted for payment in connection with this Contract shall be properly documented and shall indicate pertinent County contract and/or purchase order numbers. All charges shall be billed monthly (unless a different payment period is outlined in Exhibit A) and will be paid net thirty (30) days from receipt of invoice and shall be subject to Oregon Revised Statute (“ORS”) 293.462. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Invoices shall be submitted to the County Representative at: [deckerson@lincc.org](mailto:deckerson@lincc.org)

4. **CONTRACTOR AND COUNTY CONTACTS.**

Contractor	County
Administrator: Linda Bone Phone: 800-288-8020 x 5642 Email: <a href="mailto:linda.bone@sirsidynix.com">linda.bone@sirsidynix.com</a>	Administrator: Joshua Wolfe Phone: 503-723-4889 Email: <a href="mailto:JWolfe@clackamas.us">JWolfe@clackamas.us</a>

IV. **CONTRACT PROVISIONS**

1. **ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. County agrees to reimburse Contractor for its reasonable expenses in connection with such audits where such audits are performed more than once per year. Such books and records shall be maintained by Contractor for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.

2. **AVAILABILITY OF FUNDS.** County certifies that sufficient funds are available and authorized for expenditure to finance costs of this Contract within its current annual appropriation or expenditure limitation, provided, however, that continuation of this Contract, or any extension, after the end of the fiscal period in which it is written, is contingent on a new appropriation or limitation for each succeeding fiscal period sufficient in amount, in the exercise of the County’s reasonable administrative discretion, to continue to make payments under this Contract.

3. **CAPTIONS.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.

4. **COMPLIANCE WITH APPLICABLE LAW.** Contractor shall comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the work to be done under this Contract. Contractor specifically agrees to comply with all applicable requirements of federal and

state civil rights and rehabilitation statutes, rules, and regulations. Contractor shall also comply with the Americans with Disabilities Act of 1990 (Pub. L. No. 101-336), Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws. Contractor further agrees to make payments promptly when due, to all persons supplying to such Contractor, labor or materials for the prosecution of the work provided in this Contract; pay all contributions or amounts due the Industrial Accident Funds from such Contractor responsibilities incurred in the performance of this Contract; not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished; pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. If Contractor fails or refuses to make any such payments required herein, the appropriate County official may pay such claim. Any payment of a claim in the manner authorized in this section shall not relieve the Contractor or Contractor's surety from obligation with respect to unpaid claims. Contractor shall promptly pay any person or entity that furnishes medical care to Contractor's employees those sums which Contractor agreed to pay for such services and all money Contractor collected or deducted from employee's wages to provide such services.

5. **EXECUTION AND COUNTERPARTS.** This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.
6. **GOVERNING LAW.** This Contract shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.
7. **HAZARD COMMUNICATION.** Contractor shall notify County prior to using products containing hazardous chemicals to which County employees may be exposed, which includes any hazardous, toxic, or dangerous substance, waste, or material that is the subject of environmental protection legal requirements or that becomes regulated under any applicable local, state or federal law, including but not limited to the items listed in the United States Department of Transportation Hazardous Materials Table (49 CFR §172.101) or designated as hazardous substances by Oregon Administrative Rules, Chapter 437, or the United States Environmental Protection Agency (40 CFR Part 302), and any amendments thereto. Upon County's request, Contractor shall immediately provide Safety Data Sheets for the products subject to this provision.
8. **RESPONSIBILITY FOR DAMAGES; INDEMNITY.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of work, or from any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify, hold harmless and defend the County, and their officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Contractor or the Contractor's employees, subcontractors, or agents.

However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of District or Clackamas County ("County"), purport to act as legal representative of District or County, or settle any claim on behalf of District or County, without the approval of the Clackamas County Counsel's Office. District or County may assume their own defense and settlement at their election and expense.

9. **INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this Contract are

those of an independent contractor. Although the County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the work. Contractor is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to the County employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement; and (C) If the Contractor has the assistance of other persons in the performance of this Contract, and the Contractor is a subject employer, the Contractor shall qualify and remain qualified for the term of this Contract as an insured employer under ORS Chapter 656.

**10. INSURANCE.** Insurance policies, which cannot be excess to a self-insurance program, are to be issued by an insurance company authorized to do business in the State of Oregon. Contractor shall provide insurance as indicated below:

**A. COMMERCIAL GENERAL LIABILITY**

The Contractor agrees to furnish the County evidence of commercial general liability insurance with a combined single limit of not less than \$1,000,000 for each claim, incident, or occurrence, with an aggregate limit of \$2,000,000 for bodily injury and property damage for the protection of the County, its officers, elected officials, agents, and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof, in any way related to this Contract. The general aggregate shall apply separately to this project / location. The County, at its option, may require a complete copy of the above policy.

**B. AUTOMOBILE LIABILITY**

The Contractor agrees to furnish the County evidence of business automobile liability insurance with a combined single limit of not less than \$1,000,000 for bodily injury and property damage for the protection of the County, its officers, elected officials, agents, and employees against liability for damages because of bodily injury, death or damage to property, including loss of use thereof in any way related to this Contract. The County, at its option, may require a complete copy of the above policy.

**C.** Contractor shall provide County a certificate of insurance naming the Clackamas County and its officers, elected officials, agents, and employees as an additional insured. If Contractor's insurance policy does not include a blanket endorsement for additional insured status when/where required by written contract (as required in this Contract), the insurance, shall include Clackamas County and its officers, elected officials, agents, and employees as expressly scheduled additional insured. Use CG 20 10 or its equivalent. Such insurance shall provide sixty (60) days written notice to the County in the event of a cancellation or material change and include a statement that no act on the part of the insured shall affect the coverage afforded to the County under this insurance. This policy(s) shall be primary insurance with respect to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it.

**D.** If the Contractor has the assistance of other persons in the performance of this Contract, and the Contractor is a subject employer, the Contractor agrees to qualify and remain qualified for the term of this Contract as an insured employer under ORS 656. The Contractor shall maintain employer's liability insurance with limits of \$100,000 for each accident, \$100,000 per disease for each employee, and \$500,000 each minimum policy limit.

**E.** If any other required liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this Contract for a duration of thirty-six (36) months or the maximum time period the Contractor's insurer will provide "tail" coverage as subscribed, whichever is greater, or continuous "claims made" liability coverage for thirty-six

(36) months following the contract completion. Continuous “claims made” coverage will be acceptable in lieu of “tail” coverage, provided it’s retroactive date is on or before the effective date of this Contract.

**F.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice by the Contractor to the County. This policy(s) shall be primary insurance with respect to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it.

**G.** Contractor shall require that all of its subcontractors of any tier provide insurance coverage (including additional insured provisions) and limits identical to the insurance required of the Contractor under this Contract, unless this requirement is expressly modified or waived by the County.

**11. LIMITATION OF LIABILITIES.** Except for liability arising under or related to Section 14 or 21(B), neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms. This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.

**12. NOTICES.** Except as otherwise provided in this Contract, any required notices between the parties shall be given in writing by personal delivery, email, or mailing the same, to the Contract Administrators identified in Article II, Section 4. If notice is sent to County, a copy shall also be sent to: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045, or [procurement@clackamas.us](mailto:procurement@clackamas.us). Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing, and immediately upon personal delivery, or within 2 hours after the email is sent during County’s normal business hours (Monday – Thursday, 7:00 a.m. to 6:00 p.m.) (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered.

Any notice required or permitted to be sent under this Contract shall be delivered by hand, by overnight courier, by email to SirsiDynix at [legal@sirsidynix.com](mailto:legal@sirsidynix.com), or by registered mail, return receipt requested, to the address of the parties set forth in this Contract or to such other address of the parties designated in writing in accordance with this subsection.

Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, to Contractor or County at the address or number set forth on the signature page of this Contract, or to such other addresses or numbers as either party may hereafter indicate. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any such communication or notice delivered by facsimile shall be deemed to be given when receipt of transmission is generated by the transmitting machine. To be effective against County, such facsimile transmission must be confirmed by telephone notice to County’s supervising representative. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

**13. OWNERSHIP OF WORK PRODUCT.**

All work product of Contractor that results from this Contract (the “Work Product”) is the exclusive property of County. County and Contractor intend that such Work Product be deemed “work made for hire” of which County shall be deemed the author. If for any reason the Work Product is not

deemed “work made for hire,” Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications. Notwithstanding the above, County shall have no rights in any pre-existing Contractor intellectual property provided to County by Contractor in the performance of this Contract except to copy, use and re-use any such Contractor intellectual property for County use only as allowed by this Contract.

**14. REPRESENTATIONS AND WARRANTIES.** Contractor represents and warrants to County that (1) Contractor has the power and authority to enter into and perform this Contract; (2) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; and (3) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

**A. Performance Warranty.** Contractor warrants that the goods provided to the County shall consistently perform according to the performance characteristics described in the Scope of Work.

**B. Service Warranty.** Contractor warrants that the goods and services provided herein to the District, if any, will be delivered in a workmanlike manner and in accordance with the highest professional standards. The County agrees to provide Contractor reasonable access to the goods for purposes of repair or replacement under this Service Warranty. Failure of Contractor to promptly correct problems pursuant to this Service Warranty shall be deemed a material breach of this Contract.

**15. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article IV, Sections 1, 6, 8, 11, 13, 14, 15, 16, 18, 21, 22, 23, 27, 32 and all other terms and conditions which by their context are intended to survive termination of this Contract.

**16. SEVERABILITY.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

**17. SUBCONTRACTS AND ASSIGNMENTS.** Contractor shall not enter into any subcontracts for any of the work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the County, except SirsiDynix may assign this Contract to a successor in interest without obtaining prior written approval from the County. In addition to any provisions the County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this section and Sections 1, 8, 13, 15, and 26 as if the subcontractor were the Contractor. County’s consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.



- 18. SUCCESSORS IN INTEREST.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- 19. TAX COMPLIANCE CERTIFICATION.** Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this Contract. Further, any violation of Contractor's warranty in this Contract that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to: (A) Termination of this Contract, in whole or in part; (B) Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to County's setoff right, without penalty; and (C) Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. County shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance. These remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

The Contractor represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Contract, has faithfully complied with: (A) All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (B) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; (C) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and (D) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

- 20. TERMINATION.** This Contract may be terminated for the following reasons: (A) This Contract may be terminated at any time by mutual consent of the parties, or by the County for convenience upon sixty (60) days' written notice to the Contractor; (B) County may terminate this Contract effective upon delivery of notice to Contractor, or at such later date as may be established by the County, if (i) federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that either the work under this Contract is prohibited or the County are prohibited from paying for such work from the planned funding source; or (ii) any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed; (C) This Contract may also be immediately terminated by the County for default (including breach of Contract) if (i) Contractor fails to provide services or materials called for by this Contract within the time specified herein or any extension thereof; or (ii) Contractor fails to perform any of the other provisions of this Contract or so fails to pursue the work as to endanger performance of this Contract in accordance with its terms, and after receipt of notice from the County, fails to correct such failure within ten (10) business days; or (D) If sufficient funds are not provided in future approved budgets of the County (or from applicable federal, state, or other sources) to permit the County in the exercise of its reasonable administrative discretion to continue this Contract, or if the program for which this Contract was executed is abolished, County may terminate this Contract without further liability by giving Contractor not less than thirty (30) days' notice.
- 21. REMEDIES.** (A) In the event of termination pursuant to Section 20(A), (B)(i), or (D), Contractor's sole remedy shall be payment for the goods and services delivered and accepted by the County, less

previous amounts paid and any claim(s) which the County has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under Section 21(A), Contractor shall pay any excess to County on demand. (B) In the event of termination pursuant to Sections 20(B)(ii) or 20(C), the County shall have any remedy available to it in law or equity. If it is determined for any reason that Contractor was not in default under Sections 20(B)(ii) or 20(C), the rights and obligations of the parties shall be the same as if the Contract was terminated pursuant to Section 20(A). (C) Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract, unless County expressly directs otherwise in such notice of termination. Upon termination of this Contract, Contractor shall deliver to County all documents, information, works-in-progress and other property that are or would be deliverables had the Contract work been completed. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research or objects or other tangible things needed to complete the work.

22. **NO ATTORNEY FEES.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Contract, each party shall be responsible for its own attorneys' fees and expenses.
23. **NO THIRD PARTY BENEFICIARIES.** County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
24. **TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence under this Contract.
25. **FOREIGN CONTRACTOR.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.
26. **FORCE MAJEURE.** Neither County nor Contractor shall be held responsible for delay or default caused by fire, terrorism, riot, acts of God, or war where such cause was beyond, respectively, County's or Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.
27. **WAIVER.** The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.
28. **COMPLIANCE.** Pursuant to the requirements of ORS 279B.020 and 279B.220 through 279B.235 and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this Contract: (A) Contractor shall: (i) Make payments promptly, as due, to all persons supplying to the Contractor labor or materials for the prosecution of the work provided for in this Contract; (ii) Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of this Contract; (iii) Not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished. (B) If the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with this Contract as such claim becomes due, the proper officer representing the County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the Contractor by reason of this Contract. (C) The Contractor shall pay employees for work in

accordance with ORS 279B.020 and ORS 279B.235, which is incorporated herein by this reference. All subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract and failure to comply is a material breach that entitles County to exercise any rights and remedies available under this Contract including, but not limited to, termination for default. (D) The Contractor shall promptly, as due, make payment to any person or copartnership, association or corporation furnishing medical, surgical and hospital care or other needed care and attention incident to sickness and injury to the employees of the Contractor, of all sums which the Contractor agrees to pay for such services and all moneys and sums which the Contractor collected or deducted from the wages of the Contractor's employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

**29. DELIVERY.** All deliveries shall be F.O.B. destination with all transportation and handing charges paid by the Contractor, unless specified otherwise in this Contract. Responsibility and liability for loss or damage shall remain with the Contractor until final inspection and acceptance, when responsibility shall pass to the County except as to latent defects, fraud and Contractor's warranty obligations.

**30. INSPECTIONS.** Goods and services furnished under this Contract will be subject to inspection and test by the County at times and places determined by the County. If the County finds goods and services furnished to be incomplete or not in compliance with the Contract, the County, at its sole discretion, may either reject the goods and services, require Contractor to correct any defects without charge, or negotiate with Contractor to sell the goods and services to the County at a reduced price, whichever the County deems equitable under the circumstances. If Contractor is unable or refuses to cure any defects within a time deemed reasonable by the County, the County may reject the goods and services and cancel the Contract in whole or in part. Nothing in this paragraph shall in any way affect or limit the County's rights as a Buyer, including the rights and remedies relating to rejection under ORS 72.6020 and revocation of acceptance under ORS 72.6080.

**31. Confidential Information.** Contractor acknowledges County is subject to the Oregon Public Records Law, Oregon Revised Statutes ("ORS") Chapter 192 *et. seq.*, and any other applicable state or federal law. Contractor asserts that certain information (the "Confidential Information") contained in Exhibit A is exempt from disclosure under one or more exceptions including, but not limited to, trade secrets or confidential submissions. County's disclosure of Confidential Information, in whole or in part, will not be a breach of this Contract if such disclosure was pursuant to a request under the Oregon Public Records Law, or any other state or federal law, or if such disclosure was compelled by deposition, interrogatory, request for documents, subpoena, civil investigative demand, or similar processes. If County is subject to such a disclosure order or receives from a third party any public records request for the disclosure of Confidential Information, County shall notify Contractor within a reasonable period of time of the request. Contractor is exclusively responsible for defending Contractor's position concerning the confidentiality of the requested information. County is not required to assist Contractor in opposing disclosure of Confidential Information, nor is County required to provide a legal opinion as to whether the Confidential Information is protected under ORS Chapter 192, *et. seq.*, or other applicable state or federal law.

**32. MERGER.** THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER REFERENCED THEREIN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT,

CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

**SIGNATURES FOLLOW**

By their signatures below, the parties to this Contract agree to the terms, conditions, and content expressed herein.

Sirsi Corporation dba SirsiDynix  
3300 North Ashton Blvd STE 500  
Lehi, UT 84043

Clackamas County

DocuSigned by:  
*Scott Worthington*  
MAY-25-2022 | 14:44 PDT  
BDD0DF0E60CF45B...

Authorized Signature	Date	Chair	Date
Scott Worthington	General Counsel		

Name / Title (Printed)

770690-87  
Oregon Business Registry #

Recording Secretary

FBC/DE  
Entity Type / State of Formation

APPROVED AS TO FORM

Andrew Naylor	Digitally signed by Andrew Naylor Date: 2022.05.26 13:04:08 -07'00'
County Counsel	Date

**EXHIBIT A**  
**CONTRACTORS QUOTE**

Quote for LINCC (Libraries in Clackamas County)

Quote Number 112350

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



## QUOTE

Quote 112350 for:

***LINCC (Libraries in Clackamas County)***

LINCC - LTA

Quote valid until:  
Prepared by:

July 26, 2022  
Stacy Betts,  
Senior Sales Director, New Account Development

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Copyright 2022 Sirsi Corporation - All Rights Reserved



# Purchase Details

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

COMPONENT	Year 1	Estimated Year 2	Estimated Year 3	Estimated Year 4	Estimated Year 5
SirsiDynix Products	6,000	5,000	5,150	5,300	5,450
SirsiDynix Services	1,330	-	-	-	-
<b>Discount</b>	<b>(1,000)</b>	-	-	-	-
Active Products Total	147,705.82	149,499.41	149,962.86	153,694.39	157,523.38
<b>Total</b>	<b>154,035.82</b>	<b>154,499.41</b>	<b>155,112.86</b>	<b>158,994.39</b>	<b>162,973.38</b>

## Active Products

Quantity	Total Price	Component	Note
█	█	BLUEcloud Analytics, Annual Subscription	
█	█	BLUEcloud Mobile, Annual Subscription	
█	█	BLUEcloud MobileCirc, Annual Subscription	
█	█	BLUEcloud Visibility+, Annual Subscription, Tier 10	
█	█	Hardware Maintenance for 4 Port Dialogic Card	
█	█	Microsoft SQL Server Base License	
█	█	Platinum Services Package - Premier	
█	█	Platinum Services - Web Services Gateway for 3rd Party Apps - included with Platinum Premier subscription	
█	█	SIP2 License when purchased with Bibliotheca, 3M, OverDrive or EnvisionWare products	
█	█	SirsiDynix Enterprise, SaaS Annual Subscription	
█	█	SirsiDynix Enterprise SaaS Test System, Annual Subscription	

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█	█	SirsiDynix eRC Connector for OverDrive - Annual Subscription	
█	█	SirsiDynix eRC Connector for OverDrive - Annual Subscription	
█	█	SirsiDynix eResource Central Gateway Services - Annual Subscription	
█	█	SirsiDynix eResource Central Gateway Services - Annual Subscription	
█	█	SirsiDynix Symphony Data Control, Annual Subscription [Data Control Package]	
█	█	SirsiDynix Symphony SaaS 9xx, Per User	
█	█	SirsiDynix Symphony SaaS Acquisitions	
█	█	SirsiDynix Symphony SaaS Core	
█	█	SirsiDynix Symphony SaaS Electronic Data Interchange (EDI)	
█	█	SirsiDynix Symphony SaaS OutReach	
█	█	SirsiDynix Symphony SaaS ReferenceLIBRARIAN	
█	█	SirsiDynix Symphony SaaS Serials	
█	█	SirsiDynix Symphony SaaS SmartPORT, Unlimited Users	
█	█	SirsiDynix Symphony SaaS Test System	
█	█	SirsiDynix Symphony SaaS Universal SIP2	
█	█	SirsiDynix Symphony SaaS VPN Subscription	
█	█	SirsiDynix Symphony SaaS VPN Subscription - Additional Site	
█	█	SirsiDynix Web Services SDK for Libraries Internal Use, Annual Subscription	
█	█	Symphony Web Services, Basic	
█	█	Syndetics Unbound Base Package, Annual Subscription	
█	█	Telephone Messaging v3.0 Maintenance, SW 4-lines	
█	█	Training - Instructor-Led Value Package, Yearly Subscription	
█	█	Training - Instructor-Led Value Package, Yearly Subscription	

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<b>147,705.82</b>	<b>Active Product Total Year 1</b>
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Initial Term: Five (5) Years

Initial Term Annual Price Increase Cap for SirsiDynix Products/Services: 0% in year 2 followed by 2.9% until Term renewal

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

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

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

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

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

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# Detailed Pricing

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

COMPONENT	Qty	Total Price Year 1
<b>SirsiDynix Products</b>		<b>6,000</b>
SirsiDynix eRC Connector for OverDrive Magazines, Annual Subscription	1	
SirsiDynix SMS Notification for Symphony SaaS, Annual Subscription - 50K Message Package	1	
<b>SirsiDynix Services</b>		<b>1,330</b>
Product Delivery:		
SirsiDynix eRC Additional Partner Setup	1	
SirsiDynix SMS Notification Software Installation	1	
Project Management:		
Project Management for all products in this Quote	1	
SymSMS-1101 Symphony SMS Notifications, SELF-PACED	1	
<b>Discount</b>		<b>(1,000)</b>
<b>New Products Discount</b>		
<b>Quote Total</b>		<b>6,330</b>

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# Component Descriptions

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

## SirsiDynix Products

### **SirsiDynix eRC Connector for OverDrive Magazines, Annual Subscription**

Provides access through SirsiDynix eResource Central Gateway Services to the approved content of one OverDrive Magazines main account.

It does not include any 3rd Party fees which may be required by the Partner to use the content being accessed. This connector requires SirsiDynix Enterprise at version 5.0.2 or higher.

### **SirsiDynix SMS Notification for Symphony SaaS, Annual Subscription - 50K Message Package**

Subscription to the SMS Notification feature requires your ILS system to be on SirsiDynix Symphony 3.4.1 Patch Cluster 1 or above. Up to 50,000 messages included per year. Messages not used at annual renewal will be forfeit. You may change the subscribed package to increase or decrease the number of messages at annual renewal time. You may also purchase active top-up package(s) of messages to make up the difference if you have used up the subscribed allocation.

## SirsiDynix Services

### Product Delivery

#### **SirsiDynix eRC Additional Partner Setup**

Includes configuration of one SirsiDynix eResource Central Partner.

#### **SirsiDynix SMS Notification Software Installation**

### Project Management

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Project Management includes the services of a Project Manager. The Project Manager is your primary point of contact during the implementation. You will work with your project manager to plan timeframes, schedule resources from the professional services team, and coordinate with other departments at SirsiDynix to deliver products and services outlined in this quote.

Depending on the type of implementation, the Project Manager will do the following:

- Act as your primary SirsiDynix contact during your implementation
- Identify customer needs and key tasks to be accomplished by both the customer and SirsiDynix to ensure a successful implementation
- Organize meetings with you and appropriate SirsiDynix staff to kick off your implementation project
- Work with SirsiDynix global operations staff to develop, communicate, and manage the overall implementation schedule
- Bring key SirsiDynix staff onto the project to ensure proper resources are available to meet critical milestones of your schedule
- Report to you regularly via phone and email status reports to keep everyone apprised of project progress
- Monitor quality control checks at critical intervals in your project
- Assist with the transition from Implementation phase to Customer Support

### **SymSMS-1101 Symphony SMS Notifications, SELF-PACED**

Learn to set up and send SMS notifications in batch or individually via SirsiDynix Symphony. This training is available in English only.

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# Terms and Conditions

## Current Contract License Limits:

Up to 7,410,000 annually circulated items.

Up to 750,000 titles.

Up to 250 Staff Users.

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

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

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

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

## Payment Terms

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

### SirsiDynix Products and Services

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

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

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superseded by the this Agreement, unless such additional terms are statutorily required of the Customer. In the event of a conflict, the terms, payment terms, discounts, product lists and/or statement of work contained within this document shall take precedence. In the event Customer desires or requires updated terms and conditions for the continuing business relationship with SirsiDynix, please contact your regional Sales Representative.

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