



**CITY OF LODI
COUNCIL COMMUNICATION**

AGENDA TITLE: Adopt Resolution Approving the Annual Shared Automation Fee Structure for the Agreement Between the City of Stockton and Sirsi, Corp., Integrated Library System, and Approving Cost Sharing Fee for 2012/2013 Budget Year (\$28,250.31)
MEETING DATE: March 6, 2013
PREPARED BY: Library Services Director

RECOMMENDED ACTION: Adopt Resolution approving the annual shared automation fee structure for the agreement between the City of Stockton and Sirsi, Corp., Integrated Library System, and approving cost sharing fee for 2012/2013 budget year (\$28,250.31).

BACKGROUND INFORMATION: In 2003, as authorized by the City Council, the Lodi Public Library entered into a contract with Stockton San Joaquin County Library System to share an Integrated Library System (ILS) provided by Sirsi Corporation. The Sirsi ILS integrates all the functions of the library (including materials acquisition, cataloging, circulation, patron record management, etc.) together in one automated system. It allows users online access to the catalog to search for library materials. It allows users access to their accounts via the Internet to place holds and to receive email notification of holds, overdues, and due date reminders. The integrated library system maintains all the records of items in the collection and registered borrowers and their status in relation to each other. The contract requires the parties to annually agree on a fee structure for the Sirsi services to the Lodi Library.

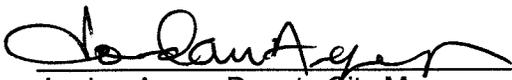
City of Stockton Information Technology Department staff provides computer technology services and Stockton Library staff members consult on implementation of the system and software as needed. Lodi's system maintenance costs charged by Sirsi Corporation are directly passed through from Stockton. Lodi shares a percentage of connectivity charges based on the percentage of peripheral equipment connected to the system. Charges for City of Stockton staffing expertise and consultation are charged annually for estimated services rendered. This year, Stockton proposes that Lodi pay \$28,250.31 under the contract, a decrease of 10% from 2011/12.

FISCAL IMPACT: Sharing library resources with the City of Stockton is a cost-effective way to provide Lodi Public Library patrons with convenient, online access to library materials and resources.

FUNDING AVAILABLE: 210801.7323; \$28,250.31



Dean Gualco, Interim Library Director



Jordan Ayers, Deputy City Manager

AW/sb

APPROVED: 

Konrad Bartlam, City Manager



AMENDMENT TO AGREEMENT(S)
with
CITY OF STOCKTON

C-03-018
NF

This amendment ("Amendment") is made by and between City of Stockton, Global Customer number 320209 ("Customer"), and Sirsi Corporation dba SirsiDynix ("SirsiDynix").

Whereas the parties have entered a(n) Automated Library Software License and Hardware Sales Agreement and Software Support Services Agreement

with an effective date of 02/04/2003, as may have been subsequently amended from time to time (hereinafter referred to as the "Agreement");

Whereas the parties hereto wish to amend certain terms of the Agreement, now therefore, for good and valuable consideration the receipt of which is hereby acknowledged, SirsiDynix and Customer agree as follows:

1. Definitions.

For purposes of this Amendment and attached Quote, the following terms shall have the meaning set forth herein:

"Content" means any information, data, text, software, music, sound, photographs, graphics, video messages or other material to which Customer is provided on-line access to through SirsiDynix on a subscription basis.

"License Metrics" means the limitation on the usage of each of the Software or SaaS Services as designated and/or defined in the applicable Quote by a term such as the number of titles, circulation, users, students, seats, reports, and the like.

"Maintenance" means the technical support and provision of Updates for the level of support services ordered, all of which are provided under SirsiDynix's Support Policies in effect at the time the Services are provided. A current version of such Support Policies can be found at:

http://clientcare.sirsidynix.com/index.php?goto=Knowledge&docs&pid=1&kcat_id=59&hlite=946.

"Quote" means the document executed by the parties specifically referencing this Amendment and/or the Agreement, which contains Customer's order specific information, including description of Software and Maintenance ordered, License Metrics and associated fees and payment terms.

"SaaS Services" means the provision of (i) Software as a service (SaaS) hosted by SirsiDynix from a server farm that is comprised of application, data and remote access servers used to store and run the Software and Customer Data, and/or (ii) web access to Content and (iii) associated Maintenance.

"Software" means the SirsiDynix Software and Third Party Software.

"System" means the total complement of hardware and Software furnished and maintained by SirsiDynix.

"Third Party Software and Products" means content and software including Documentation and Updates, owned by an entity other than SirsiDynix which are to be provided to Customer by SirsiDynix on a pass-through or OEM basis pursuant to the terms of the EULA.

All other capitalized terms used herein have the meaning set forth in the Agreement, unless expressly stated otherwise in this Amendment.

2. Amendments.

The parties agree to amend the Agreement as follows:

All Clauses in the Agreement referencing a set Term and/or Termination date are hereby superseded by the following:

Term and Renewal. Maintenance and/or SaaS services (collectively "Services") continues, subject to State Statutes, through the expiration of the initial term set forth in the attached Quote ("Initial Term").

Following the end of the Initial Term, Services shall automatically renew annually for 12 month periods ("Renewal Term"), unless Customer gives written notice 60 days prior to the end of the Initial Term or any Renewal Term, of its intention to terminate Services. Written notice shall be given to legal@sirsidynix.com or by registered mail to SirsiDynix Technology Centre - Legal Dept., 3300 N. Ashton Blvd. - Ste 500, Lehi, UT 84043.

Subject to timely payment of the applicable fees, Maintenance is provided for all Software, unless otherwise noted in the Quote, provided however that with respect to Third Party Software, SirsiDynix's obligation is limited to using commercially reasonable efforts to obtain Maintenance from the third party owner of such software.

SirsiDynix Onsite to SaaS Services Migration. If Customer is currently running an onsite SirsiDynix System, Customer may have its System migrated to SaaS Services at any time during the Initial Term or any Renewal Term. Customer shall be responsible for the mutually agreed upon fees for such migration, which shall be quoted at the time of request. The initial term for the SaaS Services shall be at least the remainder of the then-current Term of this Agreement.

In the event Customer chooses to migrate to a SaaS environment, SirsiDynix shall continue to invoice the full annual Maintenance for Customer's existing onsite system. As of the date of initial live use of the SaaS Services, SirsiDynix shall invoice the full one-time migration and first year's recurring fees for the SaaS System while at the same time issuing a pro-rated credit for any unused onsite Maintenance fees.

Third Party Software and Products. SirsiDynix may add and/or substitute functionally equivalent products for any Third Party Products in the event of product unavailability, end-of-life, or changes to software requirements. Use of the Third Party Software and Products subject to all terms and conditions of the applicable Third Party EULA and SirsiDynix makes no warranty with respect to such. Customer's sole remedy with respect to such shall be pursuant to the original licensor's



Customer Initial and Date: SM 2-1-13

Confidential

08 1370176

warranty, if any, to SirsiDynix, to the extent permitted by the original licensor. Third Party Software and Products are made available by SirsiDynix on an "AS IS, AS AVAILABLE" BASIS.

Use. Software and/or Services purchased may be accessed by or used to manage no more than the number of License Metrics specified in the Quote, or the License Metrics specified in the current Agreement

between the parties if no License Metrics are specified in the Quote. Additional License Metrics may be purchased under an additional Quote at the pricing as defined in the Quote in effect at the time the additional License Metrics are added, prorated for the remainder of the then-current Term. The Services for added License Metrics shall terminate on the same date as the pre-existing Services. Fees are based on Software and/or Services and License Metrics purchased and not actual usage.

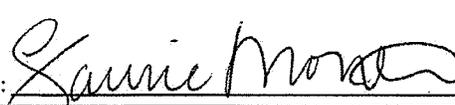
Unless expressly amended in this Amendment, all terms and conditions of the Agreement shall remain in full force and effect.

If the foregoing correctly sets forth your understanding of your agreement with respect to the matters treated above, please indicate your acceptance and approval below and return either a PDF or a fax of the signed document to legal@sirsidynix.com or 801-223-5561; with original to follow to SirsiDynix Technology Centre – Legal Dept., 3300 N. Ashton Blvd. – Ste 500, Lehi, UT 84043.

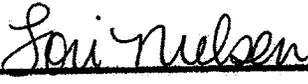
This Amendment may be executed in any number of counterparts, each of which when executed and delivered shall be an original, but all of such counterparts shall constitute one and the same instrument. PDF documents and facsimile transactions shall be considered and have the same effect as originals.

The Effective Date of this Amendment shall be the date of the last signature below ("Effective Date").

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their duly authorized representatives as identified below.

City of Stockton 605 North El Dorado Street Stockton, California 95202	SirsiDynix SirsiDynix Technology Centre 3300 N. Ashton Blvd. – Ste 500 Lehi, UT 84043
Sign: 	Sign: 
for Print Name: <u>Bob Deis</u>	Print Name: <u>JOHN GARDNER</u>
Title: <u>City manager</u>	Title: <u>CFO</u>
Date: <u>2-1-13</u>	Date: <u>12/5/12</u>

ATTEST:
BONNIE L. PAIGE
CLERK OF THE CITY OF STOCKTON

By  

APPROVED AS TO FORM AND CONTENT
 By 
 Deputy City Attorney



At Will Addendum

This Addendum ("Addendum") is entered into between Sirsi Corporation dba SirsiDynix ("SirsiDynix") and the customer listed in the signature block on the signature page of this Amendment. ("Customer"). The provisions of the Agreement ("Agreement"), including its incorporated schedules and addenda, are hereby fully incorporated herein by reference. Capitalized terms that are not otherwise defined in this Addendum shall have the meanings set forth in the Agreement.

The effective date of this Addendum shall be the date specified on the signature page of the Amendment ("Effective Date").

The above parties agree to the following:

1. **Definitions:** "Initial Term" and "Renewal Term" are defined in this addendum as they are in the Perpetual Software License and Maintenance Schedule and/or the SaaS Services Schedule as they refer to their respective services.

2. **Fees:** Customer acknowledges that, based on Customer's willingness to enter into this Amendment for the term specified in the Quote, SirsiDynix has provided Customer with Services at rates that represent a substantial discount from the rates that SirsiDynix would otherwise charge, along with certain other free or substantially discounted products or services, as identified in the Quote for the Initial Term or Renewal Term(s) of the Services (each referred to individually as a "Term"), based on the length of the Term. Customer therefore agrees that it is reasonable for Customer to pay a fee to SirsiDynix in the event of early termination of a recurring Service

("Terminated Service") by Customer, other than due to breach by SirsiDynix, which becomes effective upon any date prior to the end of the last year of the then-current Term. Such fee shall be equal to 50% of the remaining value of the then-current Term of the Services. Customer agrees that damages suffered by SirsiDynix in the event of early termination are difficult or impossible to determine and that the above amount is intended to be a reasonable approximation of such damages and not a penalty. Customer agrees that it will pay such amounts within thirty (30) days of any early termination of the Services. Customer shall notify SirsiDynix in writing of its intent to terminate such Services not less than ninety (90) days prior to the date of termination and Customer shall not be eligible for any pro-rata credit or refund for unused partial year Services fees paid.

*****END OF AT-WILL ADDENDUM*****

Customer Initial and Date: _____

SM 2-1-13

Non-Appropriation of Funds Addendum

This Addendum ("Addendum") is entered into between Sirsi Corporation dba SirsiDynix ("SirsiDynix") and the customer listed in the signature block on the signature page of this Amendment. ("Customer"). The provisions of the Agreement ("Agreement"), including its incorporated schedules and addenda, are hereby fully incorporated herein by reference. Capitalized terms that are not otherwise defined in this Addendum shall have the meanings set forth in the Agreement.

The effective date of this Addendum shall be the date specified on the signature page of the Amendment ("Effective Date").

The above parties agree to the following.

Non-Appropriation of Funds: If funds are not available in a fiscal year to continue under this Agreement, the Agreement will be suspended at no penalty to Customer, upon SirsiDynix receipt of written notice ninety (90) days prior to the renewal period. Such notice will not relieve Customer of payments then owing. Customer

shall not purchase similar materials, supplies, services, or items of equipment during the anticipated life of the terminated Agreement without notification to SirsiDynix and reinstatement of the terminated Agreement.

*****END OF NON-APPROPRIATION OF FUNDS ADDENDUM*****

Customer Initial and Date: _____

[Handwritten Signature] 2-1-13



SirsiDynix®

Quote for:

The City of Stockton

Symphony Migration and Add-ons

Prepared by:

Garrett Bull
Inside Sales Representative
SirsiDynix

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Statement of Work

General

The following are the specs for the Sun server:

SPARC T4-1

One 8-core 2.85 GHz SPARC T4 processor

16 GB memory

Redundant power supply

Four 300GB SAS 2.5" disk drives

DVD-RW slimline drive

Graphical User Interface and command-line interface

External LTO4 1U rackmount tape drive

US Unix Country Kit

Upgrade warranty to Premier System Support - 1 year

Solaris 10 11/06 Media

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Summary of Pricing

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

Component	Price	2nd Year Amount
Services	12,960	-
Enterprise	19,847	13,810
Hardware	42,270	7,880
Other Services	8,020	7,540
QUOTE TOTAL	83,097	29,230

Quote date: October 16, 2012

Quote valid until: January 31, 2013

Prices and products presented here are valid until January 31, 2013. The information contained herein is proprietary and intended only for the individual named above. To place an order for the above products and/or services, please sign and FAX this document to:

North America: (801) 765-6550

UK: +44 (0) 1923 431847

Australia: +61 3 9678 9163

This quote is hereby fully incorporated into the Master Agreement and Schedules

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Detailed Pricing

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

Component	Price
Web Services - included with API subscription	Included
Services	
Data Migration	3,050
Installation	9,910
Total Services	12,960
Enterprise	
SaaS Enterprise Annual Subscription	13,402
Installation and Training	6,445
Total Enterprise	19,847
Hardware	
Sun Production Server	38,630
Staging and Installation Services	960
Operating System Support	2,680
Total Hardware	42,270
Other Services	
API Annual Recurring Services Package	7,320
Test System Additional Production to Test Server Copy	700
Total Other Services	8,020
Quote Total	83,097

This quote is hereby fully incorporated into the Master Agreement and Schedules
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Component Descriptions

Web Services - included with API subscription

SirsiDynix Web Services, a subset of the SirsiDynix Symphony API, gives you access to system data for customization and extensibility specific to your library aspirations, needs and patron requests. Web Services provides an alternative mechanism for accessing the catalog and system data using different technologies - including SOAP, HTTP and XML - arming system administrators with tools to quickly respond to needs of library staff and users. The core components of SirsiDynix Web Services are: Standard Services, which provide access to the catalog and allow searches and item information for interfaces and context outside the traditional library site. Security Services, for verifying accounts, logins and user info, prior to the authentication point. Patron Services, which enable access to user account information and actions, including ability to renew materials, place holds and update account details. Admin Services, for retrieving system information, including policies and other settings that may impact operations. Web Services can enable the creation of custom facets, for narrowing information within the library catalog to better meet patron interests; or can be expanded far beyond the library for performing and replicating specific calls, with third-party vendors or websites, such as eBook providers or social networking sites. Common uses also include integration of catalog data into another application, development of custom reports or applications, or verification of patron status in a context outside the traditional system.

Services

Data Migration:

Platform Migration Database Conversion Services

The Informix database structure changes between hardware operating systems. This service will convert the Informix database structure so that it is compatible with the new hardware a library is implementing.

SirsiDynix has completed more ILS conversions than any other major library software vendor. Our staff averages over 8.5 years of implementation experience, and they will advise you every step of the way. We want you to feel comfortable with the implementation process, so we assign specialized resources to provide the timely support you need to make your implementation a success.

Installation:

Product Delivery

Informix Platform Migration (remote)

Includes migration of existing ILS software, configuration and data as exists on current system to a new server.

iBistro/iLink Platform Migration

Migration includes migration of existing iBistro/iLink software and settings as exists on current system.

Informix Platform Migration (remote)

Includes migration of existing ILS software, configuration and data as exists on current system to a new server.

Project Management

Unicorn/Symphony Platform Migration

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Component Descriptions

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

Test Instance

Project Management Services for Test Instance

Non-ILS Platform Migration

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

Enterprise

SaaS Enterprise Annual Subscription

SirsiDynix Enterprise is a state-of-the-art faceted search solution that empowers libraries to make their collections more searchable and discoverable than ever before. Capitalizing on fuzzy search logic technology never before available to libraries, SirsiDynix Enterprise delivers leading-edge faceted search capabilities, simplified search interfaces, and much more.

Enterprise Software Installation

Includes installation of Enterprise in SirsiDynix SaaS facility, installation of Enterprise Agent on a Horizon or SirsiDynix Symphony ILS and installation/configuration of the appropriate Java Development (JDK). In addition, it includes the installation of Web Services for sites using SirsiDynix Symphony.

Enterprise SureStart-3

SureStart is a layer of consulting support designed to smooth the transition to Enterprise by addressing configuration issues like search limits, profiles, etc.

Theme Customization

Working with a SirsiDynix Consultant, theme customization addresses changing the look and feel of the product like colors, adding graphics, and using CSS to edit fonts and page layouts. This custom work is guaranteed to work on the version of Enterprise currently installed on the customer's system. SirsiDynix cannot guarantee compatibility with future releases. Updating custom work to be compatible with a later release will attract additional fees.

Enterprise - Administration Training

One seat in a group distance instructor-led course for Enterprise Administration. This class focuses on the policies found in the Enterprise admin module. You will learn how to display, create, modify and remove policies, as well as work with user accounts and scheduled tasks. By the end of the course you will know how to: ·Create Enterprise admin user accounts ·Manage search profiles and search result displays ·Look up and blacklist search suggestions ·Crawl website information for use in result lists ·Dictate scheduled tasks for indexing ILS data

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Component Descriptions

Enterprise - End User Training, Group

One seat in a group distance instructor-led course for Enterprise End User training. This class focuses on performing searches and maneuvering through the end-user interface. You will learn how to use the facets and different search types. By the end of the class you should know how to:

- Use "Did you mean?" and other search suggestions
- Limit search results by item library, item type, or other search facets
- Utilize email and print options
- Check item availability as well as place hold requests
- Write a patron review

Enterprise - Rooms Content Management Training

One seat in a group distance instructor-led course for Enterprise: Rooms Content Management. This class focuses on the rooms management and content creation capabilities in the Enterprise admin module. You will learn how to manage rooms, edit room properties, and edit and create content for a room. By the end of the course you will know how to:

- Create new rooms and Edit existing rooms
- Hide and display rooms
- Manage the availability of rooms to a Profile
- Understand and edit room properties including choosing layouts
- Select Search Targets and Search Limits for a room
- Edit and create content for a room
- Detach and attach rooms and branches

SirsiDynix Enterprise Project Management

Project Management Services for the implementation of SirsiDynix Enterprise

Hardware

Sun Production Server

Staging and Installation Services

Sun/IBM Core Hardware Staging

Hardware staging for SirsiDynix Symphony includes hardware setup, RAID setup, operation system installation and latest operating system updates.

Remote Hardware Installation

A remote hardware installation includes phone consultation providing customer assistance with un-boxing equipment, physical placement of server, rack mounting (if applicable), cable connections, UPS setup/configuration (if applicable) and verifying remote connectivity. IBM or Sun servers must have been previously staged at SirsiDynix in order to qualify for remote hardware installation. Price is per server.

Operating System Support

Operating System Support (per server)

SirsiDynix will provide technical assistance with standard OS tasks relating to running of the SirsiDynix system and will adjust OS parameters to ensure that the SirsiDynix Software and servers function together.

Other Services

Installation:

Product Delivery

Test System Additional Production to Test Server Copy

Includes an additional production to test server copy over performed by SirsiDynix. Must have

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Component Descriptions

purchased a Test System Software Installation. Price is per copy over.

Consulting:

API Annual Recurring Services Package

SirsiDynix Symphony Application Programming Interface (API) Subscription Package includes site-wide access to our online API classes for the subscription year and/or one seat in full API workshop or API refresher, four hours of API Consulting to assist staff with projects and planning and access to our online documentation.

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Contact Information

Quote Information

Client name	The City of Stockton
Quote reference number	55860
Quote date	October 16, 2012
Quote valid until	January 31, 2013
License agreement number	

Client Information

Contact

Name	Chris Freeman
Address	605 North El Dorado Street Stockton California 95202 United States
Email	chris.freeman@stocktongov.com
Phone	(209) 937-8364
Fax	---

Billing

Name	Chris Freeman
Address	605 North El Dorado Street Stockton California 95202-1997 United States
Email	chris.freeman@stocktongov.com
Phone	(209) 937-8364
Fax	---

Shipping

Name	Chris Freeman
Address	605 North El Dorado Street Stockton California 95202 United States
Email	chris.freeman@stocktongov.com
Phone	(209) 937-8364
Fax	---

SirsiDynix Information

Sales Rep	Garrett Bull Inside Sales Representative
Email	garrett.bull@sirsidynix.com
Address	3300 N. Ashton Blvd. Suite 500 Lehi UT 84043 USA
Phone	(800)288-8020
Fax	

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Terms and Conditions

Other Terms

Customer's data must be provided to SirsiDynix in a format approved by SirsiDynix or additional data conversion/migration charges will apply. De-duping is the Customer's responsibility, unless stated otherwise in writing.

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

If Customer purchases Hardware, Hardware warranties shall be governed by the manufacturer's warranty. Such warranties begin on shipment of the third party products from the manufacturer, whether shipment is to SirsiDynix or to Customer. SirsiDynix makes no warranties of any kind with respect to Hardware being purchased by Customer.

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.

Fees and Payment Terms

The term of any quoted subscriptions is for no less than four (4) years from the date of initial use of the subscription. Subscriptions shall be paid in advance. Reassessment amount will be due within thirty (30) days of the date of early termination. All subscriptions auto-renew annually after the initial four (4) year term unless sixty (60) days prior to termination notice is received in writing to legal@sirsidynix.com or to Legal Dept. SirsiDynix Technology Center 3300 North Ashton Boulevard, Suite 500, Lehi, UT 84043.

The Initial Term of maintenance and support is no less than four (4) years, and shall commence on July 1, 2012; to be paid in 12-month installments in advance and shall automatically renew for the length of the renewal Term. Subsequent years' Support, Subscription and SaaS Services fees are to be paid annually in advance.

Following the first year of System operation, Support, Subscription, and SaaS subscription fees will be subject to annual increases.

Any discounts that may be listed on this quote will be applied to the final invoice.

Hardware fees

- 100% due upon delivery of client SirsiDynix Hardware to Customer

SirsiDynix Software license fees

- 100% SirsiDynix Enterprise license and subscription fees is due upon contract signing and will be invoiced immediately. The annual subscription initial use and anniversary date is the effective date of the contract date.

Services/Training

- 50% due upon completion of first data test load, where a test load is part of the services
- 100% of the remainder due upon completion of services/training

**Fees and Payment Terms which do not reflect the services and/or products purchased by the Customer are non-applicable.

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.

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Terms and Conditions

Signatures

The City of Stockton

By:

[Handwritten Signature]

(Authorized Signature)

Printed Name:

for Bob Deis

Title:

City Manager

Date:

2-1-13

ATTEST:

BONNIE L. PAIGE

CLERK OF THE CITY OF STOCKTON

By [Handwritten Signature]



APPROVED AS TO FORM AND CONTENT

By [Handwritten Signature]

Deputy City Attorney

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. The above document and any software or professional services associated with this document are hereby fully incorporated into the current Agreement executed between SirsiDynix and Customer. If there is no current agreement between the parties, the terms and conditions of the current SirsiDynix Master Software License and Services Agreement shall be deemed the controlling Agreement between the parties, a copy of which shall be furnished upon Customer's request. 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 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 over the current Agreement between the parties. In the event Customer desires or requires updated terms and conditions for the continuing business relationship with SirsiDynix, please contact your regional Sales Representative.

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RESOLUTION NO. 2013-29

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING THE ANNUAL SHARED AUTOMATION FEE STRUCTURE FOR THE AGREEMENT BETWEEN THE CITY OF STOCKTON AND SIRSI, CORP., INTEGRATED LIBRARY SYSTEM, AND APPROVING COST SHARING FEE FOR 2012/13 BUDGET YEAR

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WHEREAS, in 2003, as authorized by the City Council, the Lodi Public Library entered into a contract with Stockton San Joaquin County Library System to share an Integrated Library System provided by Sirsi Corp; and

WHEREAS, City of Stockton Information Technology department staff provides computer technology services and Stockton Library staff members consult on implementation of the system and software as needed; and

WHEREAS, Lodi's system maintenance costs charged by Sirsi Corporation are directly passed through from Stockton; Lodi shares a percentage of connectivity charges based on the percentage of peripheral equipment connected to the system; charges for the City of Stockton staffing expertise and consultation are charged annually for estimated services rendered; and

WHEREAS, staff recommends paying the City of Lodi's annual share of \$28,250.31 for the Sirsi Corp., Integrated Library System for fiscal year 2012/13.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the Annual Shared Automation Fee Structure for the agreement between the City of Stockton and Sirsi, Corp., Integrated Library System, and approve cost sharing fee for the 2012/13 budget year in the amount of \$28,250.31.

Dated: March 6, 2013

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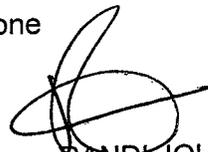
I hereby certify that Resolution No. 2013-29 was passed and adopted by the City Council of the City of Lodi in a regular meeting held March 6, 2013, by the following vote:

AYES: COUNCIL MEMBERS – Hansen, Johnson, Katzakian, Mounce, and Mayor Nakanishi

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None


RANDI JOHL
City Clerk