CS-16-33

CONTRACT APPROVAL FORM	(Contract Management Use only)
CONTRACT AFFROVAL FORM	CONTRACT
CONTRACTOR INFORMATION	$\frac{1}{2}$
	<u>CM2370</u>
Name: <u>BIBLIOTHECA, LLC</u>	
Address: <u>3169 HOLCOMB BRIDGE RD</u> NORCROSS GA City State	<u>30071</u> Zip
Contractor's Administrator Name: Brett Ward Title: Business Development Man	
Tel#: <u>1-877-207-3127 xt. 319</u> Fax#: Email: <u>bward@bibliotheca.com</u>	
CONTRACT INFORMATION	
Contract Name: Digital Library Reserve Agreement Contract Val	ue: <u>\$8,000.00</u>
Brief Description: Software that will allow Residents to use electronic Reso	ources from the Library in
downloadable format including Audio books, e-books, videos and music	OCT
	L C D
Contract Dates <u>11/01/2016</u> to <u>09/30/2019</u> Status: XX NewRenew Am	end#WA/Task Order
How Procured:Sole SourceSingle SourceITBRFPRFQ	CoopOther Quotes ب
If Processing an Amendment:	28
Contract #: Increase Amount of Existing Contract: New Contract Dates toTOTAL OR AMENDMENT AMOUNT:	No Increase
New Contract DatestoTOTAL OR AMENDMENT AMOUNT:	
APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY, SECT	O 1
1. Jawa Fostwicker 9/22/16	<u>01711571-549000</u>
Department Head Signature Date Date	Funding Source/Acct #
2. <u>Contract Management</u> <u>Date</u>	Friends of E
i to the second start	~ contribution ??
3 Alar Alar Alar Alar Alar Alar Alar Alar	175/16 rignerly allocated
34916////////////////////////////////////	- will replace
Couply Attorney (approved as to form only) Date	drive" software
Comments: pr D.Bo	ore 4/28/16 C
COUNTY MANAGER FINAL SIGNATURE APPRO	VAL C
Della jol	3/16
Ted Setby Date	<i></i>
RETURN ORIGINAL(S) TO CONTRACT MANAGEMENT FOR DISTRIBUTION	AS FOLLOWS:
Priginal: Clerk's Services; Contractor (original or certified c Copy: S - 100 Department	ору)
Office of Management & Budget	
Contract Management Clerk Finance	

.



Quote Date: August 05, 2016 Name: Brett Ward ' Email: b.ward@bibliotheca.com Telephone:

Quote To

Nassau County Public Library System Dawn Bostwick Quote Details:

cloud-Nassau County Public Library System

The cloudLibrary Discovery Station software is optional. Year 2 platform fee will be also be waived with a content transfer from OverDrive.

Callahan Br Lib, 450086 State Rd 200 Suite 10 Callahan, FL 32011-3767 Jnited States of America 3bostwick@nassaucountyfl.com ?04-548-4862

Quote expires sixty (60) days from Quote Date above.

If applicable, the hardware and software includes 12-month warranty, set-up and configuration

for D	liem Type	Quantity	Sale Price	Sub Total	
DIG000009-000-US	Cloud Library (Discovery Terminal Software)	1	\$1,000.0	00	\$1,000.00
DIG000003-000-US	Cloud Library (Annual Platform Subscription) Year 1 platform subscription waived. Subsequent Cloud Library Annual Platform Subscription Fees: Year 2 - \$3,000 Year 3 - \$3,000	1	\$3,000.0	00	\$3,000.00
DIG000004-000-US	Cloud Library (Setup and Training Fee) One time set-up and training fee. Training is done via webinars and includes ongoing staff training.	1	\$1,000.0	00	\$1,000.00
			Tol (Less Sales Ta)		\$5,000.00

Discount:	\$3,000.000
Grand Total:	\$2,000.00

Additional Details

All prices including Service and Maintenance do not include any applicable sales tax. If tax exempt, please provide Tax Exempt Certificate.

Terms are NET 30 Days from Date of Invoice. Invoice is generated at the time of Shipment.

A copy of Tax Exemption Certificate is required with purchase order for all tax exempt customers.

Quotations are good for 60 days. All dates are based on ship dates. Order must ship within the 60 day window.

After 60 days, quotation expires. Contact Bibliotheca for a New Quotation.

Manager Approvg

Submit Purchase Order by fax to 1-877-689-2269 or by email to orders-us@bibliotheca.com.

Accepted By: ____

Accepted Date: _____

Customer Purchase Order Number: _____

Bibliotheca Terms for eBook Services

These Terms for eBook Services ("Terms") apply to every order ("Order") of Services (defined below) from Bibliotheca, through its Library Services business ("Bibliotheca"). Bibliotheca's acceptance of each Order is expressly conditioned on the Library's (defined below) acceptance of all the Terms. If any Bibliotheca proposal is construed as an offer, that offer is expressly limited by these Terms. Any notice of different or additional terms, including, without limitation, any terms on a Library's purchase order, or any Library's notice of rejection of the Terms, is hereby rejected. If any Bibliotheca action regarding a proposal from Library, including Bibliotheca's shipment of products, is construed as an acceptance of Library's offer, such acceptance is expressly conditioned on Library's acceptance of these Terms. Library's submission of an Order constitutes Library's express acceptance of the Terms.

1. DEFINITIONS. The definitions below will have the same meaning throughout this Agreement.

- 1.1. "Digital Content" consists of digital files and titles to which Library has purchased access and are accessible through the System to Library hereunder for lending to Patrons.
- 1.2. Quotation means the Bibliotheca Cloud Library sales quote from which an Order by Library is derived, which includes the annual platform fee, hardware fees and minimum order requirements for Library.
- 1.3. "License" means the license granted from Bibliotheca to Library to use the Software in accordance with the terms of this Agreement.
- 1.4. "Patron(s)" will mean those persons that the Library authorizes to access, use, and connect to the System via the internet, and download products from or otherwise use the Services (defined herein below) and/or access Digital Content from Library using the Services.
- 1.5. "Primary Support" means service provided by the Library to its Patrons for its day-to-day support, technical aid, help and other assistance for Patron's use of the System, Services or for any issues arising from the use of the System.
- 1.6. "Product" means all Software, hardware and related supplies as identified on the applicable purchase order.
- 1.7. "Secondary Support" means technical support services to be provided by Bibliotheca to the Library including reasonable efforts to assist the Library in providing Primary Support, reasonable efforts to correct, fix, or circumvent errors, provide updates, enhancements and new versions of the Services.
- 1.8. "Services" means digital technology services provided by Bibliotheca to Libraries used to distribute, lend, manage and/or protect the copyright content of eBook, audio book and other digital media, or other services relative to the Library's media collection or facilities.
- 1.9. "Fees" means the amounts payable by a Library to Bibliotheca for Services, Product and/or Digital Content access fees.
- 1.10. "Software" means any and all software, and related documentation, provided to or accessed by the Library in utilizing the Services.
- 1.11. "System" means the vehicle used to access, distribute, lend and manage Digital Content.

2. ORDER TERM AND TERMINATION

- 2.1. These Terms will apply immediately upon acceptance by Bibliotheca of an Order submitted by Library and continue thereafter so long as Library promptly pays invoices, as required hereunder, for Services and for Digital Content or Product ("Order Term").
- 2.2. Upon termination of the Order Term, and except as otherwise provided herein, the License granted to Library as to Software under these Terms will be terminated immediately. Library will make no further use of all or any part of the System, Software, Services or any confidential information received from Bibliotheca, except that Bibliotheca will reasonably cooperate with Library to support its Patrons who are lending Digital Content from Library.
- 2.3. In the event of termination, Bibliotheca will cooperate with Library to transfer any and all Digital Content to another service provider to permit Library to continue to provide access for its Patrons to the Digital Content. Library will obtain permissions and consent from the owners of the Digital Content authorizing Bibliotheca to transfer the Digital Content subject to the requirements of the licensors of such Digital Content.

3. INVOICING AND PAYMENT

- 3.1. During the first year of the Order Term, Bibliotheca will invoice Library for Fees following activation of the System. Thereafter, Bibliotheca will invoice Library yearly. In the event Library fails to make prompt payment of the Fees, the Order Term will be deemed terminated and subject to termination clauses above. Payment terms for Fees for Nassau County are net 45 days from date of invoice per the Florida Prompt Payment Act.
- 3.2. During the initial Order Term, Library will make a minimum Digital Content purchase ("Minimum Purchase") as stated on the Order. Library acknowledges that it is getting preferential pricing based on this Minimum Purchase. If Library fails to meet its Minimum Purchase obligations, then Bibliotheca may, in addition to any available remedies, invoice Library for the remaining amount of the Minimum Purchase
- 3.3. The payment obligations stated in this section are exclusive of any federal, state, municipal or other governmental taxes, sales taxes, duties, excise taxes or tariffs now or hereafter imposed on the production, storage, sale, transportation, import, export, licensing or use of the Services or for operation or sales activity of the System. Such charges will be paid by the Library, or in lieu of payment of any tax, Library will provide an exemption certificate acceptable to Bibliotheca and the applicable authority.

4. Bibliotheca SERVICES

- 4.1. Bibliotheca will provide Services to the Library pursuant to these Terms. Nothing hereunder grants any right to the Library to the use of, or access to, any Software or System source code. Further, these Terms do not include any right to reproduce the System, Software or Products, to make or distribute copies or versions of any modules of the System, Software or Products to any third parties including its Patrons, or to make and/or sell variations or derivative works of the System, Software or Products. For the avoidance of doubt, "Products" do not include Digital Content and nothing herein shall prevent Library from distributing Digital Content to its Patrons as contemplated by the terms of this Agreement. Sole ownership of copyrights and other intellectual and proprietary rights to the System, Software or Products will remain solely with Bibliotheca or its publishers or suppliers.
- 4.2. Library acknowledges that some errors or defects may exist or arise in the System. Bibliotheca's sole obligation with regard to such errors or defects will be to use commercially reasonable efforts to correct such errors and defects and provide Secondary Support, provided at such times and by such methods as are mutually agreed upon by the Parties.
- 4.3. Library understands that all Services and Digital Content provided hereunder are subject to individual publisher limitations and restrictions.

5. LICENSE TO SOFTWARE

Bibliotheca hereby grants to Library a limited, non-transferable, non-exclusive License to use the Software, solely for the purpose of utilizing the Services. Notwithstanding the foregoing, the License grarited in this paragraph 5 is limited as follows: Library may not, without Bibliotheca's prior

written consent (i) sublicense, lease, lend or transfer the Software to any third party; (ii) use, or permit the use of, the Software for the benefit of, or by, any third party, such as use of the Software as a service bureau; (iii) make copies of the Software except in the normal course of use or for archival purposes; or (iv) disassemble, reverse engineer or create derivative works of the Software except as permitted by law. Library agrees to reproduce all copyright and proprietary rights notices included in the Software on copies that it is authorized to make.

6. Bibliotheca's OPTION TO MODIFY OR DISCONTINUE SERVICES.

Bibliotheca has the right, at any time, to make such modifications to the System as it sees fit to the operation, performance or functionality of the System or as required by Bibliotheca's publishers and suppliers. If such a modification of the System leads to discontinuation of the Services, or support, maintenance or the provision of new versions, updates or corrections materially impairs the value or use of the System to the Library, Library will receive a pro-rata refund of the Services portion of the Fees previously paid for which Services were not delivered.

7. RESPONSIBILITIES OF LIBRARY

- 7.1. Library will assign personnel with appropriate skills and expertise in computer, data processing and related services to enable operation of the System and to provide Primary Support. Library will take reasonable steps to ensure that its employees, agents and others under its direction abide by the Terms.
- 7.2. Library assumes responsibility for providing a suitable network and internet system for integration of System into Library's website or other systems at its own expense. Library agrees that it will be responsible for its own expenses and costs and that Bibliotheca will have no obligations to reimburse Library for any expenses or costs incurred by Library in the preparation, systems integration, use of the System, or for any performance of Library's duties necessary to make use of the System or Services.
- 7.3. With the exception of the System configured and hosted by Bibliotheca, Library is solely responsible for all aspects of catalog integration, operation, training, support and/or maintenance necessary for the operation of the System. This may include obtaining, at its own expense, a SIP, SIP2 or other similar protocol software license from a third party to support direct integration of the Service with the Library's integrated library system. Library agrees to perform Primary Support for Patrons using its System. Library will perform requested installation, upgrade, and reasonable technical services for Primary Support of the System and Products pursuant to installation and support procedures and policies as developed by Bibliotheca and as modified from time-to-time. Bibliotheca will provide Library with documentation regarding Primary Support and Bibliotheca support personnel will be available for Secondary Support by e-mail and phone.
- 7.4. Library shall not make any representations or create any warranties, express or implied, concerning the Services, System or Software. Any such representations or warranties shall not be binding upon Bibliotheca.
- 7.5. Library will use reasonable efforts to operate its own website in compliance with the Terms and will at its own expense comply with all applicable laws, ordinances, rules and regulations that may be required in any jurisdiction or administrative agency in connection with the use and/or operation of the Services, System and Software.
- 8. <u>INTELLECTUAL PROPERTY</u>. Bibliotheca or its licensors own and retain all intellectual property rights in the Services, System, Software and Product and all associated copyrights, trademarks, brands, service marks, patents or other proprietary rights under law, including all intellectual property conceived during and in the course of performing the Services.

9. COPYRIGHT PROTECTION, PATRON AUTHENTICATION, DATA SECURITY AND DATA AGGREGATION

- 9.1. For so long as Library is using the Software and receiving the Services, Library will reasonably cooperate with Bibliotheca to achieve Bibliotheca's and its publishers' and suppliers' objectives of protecting certain intellectual property interests relating to Bibliotheca supplied Digital Content and Products Library will keep appropriate documentation and System information and provide Bibliotheca access to the System to validate total number of downloads of Digital Content. Library will provide Bibliotheca access to a test Patron account for purposes of validating the system's performance relating to the Services. Library will reasonably cooperate with Bibliotheca to correct or adjust the System as may be required to compensate for any errors or omissions disclosed by such test. Any such test will be conducted by Bibliotheca at its own expense and during regular business hours and in such a manner as not to interfere with Library's normal activities.
- 9.2. Bibliotheca may use data stored in the System for other commercial purposes, including but not limited to: (a) ISBN; (b) name of Digital Content; (c) Library with postal address; (d) quantity of Digital Content purchased by the Library; and (e) and other Digital Content circulation data ("Aggregated Data"). Bibliotheca will not disclose personally identifiable Patron information to third parties.

10. INDEMNIFICATION

Subject to any limitations set forth in these Terms, Bibliotheca shall indemnify the Library from and against all damages, judgments, liabilities, costs and expenses (including reasonable attorneys' fees) actually incurred by the Library arising from any third-party claim of Bibliotheca's infringement of any third-party patent, trademark or copyright rights provided the Library immediately notifies Bibliotheca of any such third-party claim. In the event of any claim of infringement Bibliotheca may, at its option and expense, procure for the Library the right to continue using the allegedly infringing product or process, replace it with a non-infringing product or process, or modify it so it becomes non-infringing. If in Bibliotheca's discretion, it is not feasible to procure the right to contribute use, replace or modify the product or process, Bibliotheca will have no defense or indemnity obligation for any claim or suit based on: (i) a product or process that has been modified other than by Bibliotheca; (ii) a product or process that has been modified by Bibliotheca in accordance with Library -provided specifications or instructions, but only to the extent that the modification directed by the Library is the cause of the infringement claim; (iii) use or combination of a product or process with third-party products; (iv) the use of the product or process, but hird-party products; (iv) the use of the product or process, or any part thereof, in a practice other than the use described in Bibliotheca's current product literature for the product or process.

11. LIMITATION OF LIABILITY

EXCEPT WHERE PROHIBITED BY LAW, IN NO EVENT WILL Bibliotheca BE LIABLE FOR ANY LOSS OR DAMAGE ARISING FROM USE BY LIBRARY OF THE SYSTEM, SOFTWARE, PRODUCTS OR SERVICES, WHETHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO LOSS OF PROFITS, OR DISRUPTION OF SERVICE, IN ANY WAY RELATED TO THE SERVICES, SYSTEM, PRODUCT OR WEBSITE PROVIDED HEREUNDER, REGARDLESS OF THE LEGAL THEORY ASSERTED.

12. DISPUTE RESOLUTION AND GOVERNING LAW

Any claim or dispute arising from, or relating to, these Terms will be: (a) governed by the laws of the State of Minnesota, United States of America, without regard to its conflicts of law provisions, with exclusive venue in Ramsey County, Minnesota; and (b) resolved only by the sequential methods outlined in this Dispute Resolution Section, except that a Party may, at any time, seek equitable relief from the designated court(s) to prevent immediate or irreparable harm to it. The 1980 United Nations Convention on Contracts for the International Sale of Goods will not govern these Terms. First, the representatives of the Parties having full settlement authority will meet at mutually agreed time(s) and location(s) to resolve in good faith any claim or dispute, after a Party's written negotiation request. If the matter is not resolved within sixty (60) days after that request, then, on a

Party's written request, they will enter into non-binding mediation to be conducted at mutually agreed time(s) and location(s), using a neutral mediator having experience with the applicable industry. Finally, as a last resort, either Party may commence litigation, but only in a federal or state court of competent jurisdiction in Ramsey County, Minnesota. Each Party consents to the Minnesota courts' personal jurisdiction. Each Party will bear its own costs in dispute resolution, except that the losing Party in that litigation will pay all the prevailing Party's reasonable attorneys' fees, court costs, and other expenses related to that litigation. All negotiations pursuant to this section are confidential and will be treated as settlement negotiations.

13. UNAVOIDABLE DELAY

If a Party is unable to perform its obligations hereunder, either in whole or in part, as a result of civil or military authority, war, flood, fire, epidemic, or other condition or cause beyond its reasonable control and not related to its fault or negligence (an "Unavoidable Delay"), the affected Party will be excused from that performance during the Unavoidable Delay to the extent that Party is prevented or delayed thereby, but the other Party will have the termination rights stated in Section 2. Unavoidable Delay will not include: (a) labor dispute; or (b) non-performance by Publisher's supplier, unless the goods or services were unobtainable from another Bibliotheca-approved source in a reasonable time.

- 14. <u>CONFIDENTIALITY</u>: Any information supplied by Bibliotheca in response to Library's request for quotation will not be used for any purpose other than to evaluate Bibliotheca's proposal and, except as required by law, may be not be otherwise disclosed or used.
- 15. <u>CHANGES</u>: Upon prior notice to Library, Bibliotheca reserves the right to amend, modify, or supplement these Terms as to future orders or shipments. No action by Library may amend, modify, reject, supplement, or waive these Terms in any manner whatsoever (including course of dealing or of performance or usage of trade) except as agreed upon in a writing signed by an authorized representative of Bibliotheca.
- 16. <u>WAIVER</u>: Any failure or delay by either party in exercising any right or remedy provided by or relating to the Order or these Terms in one or more instances does not constitute a waiver and shall not prohibit a party from exercising such right or remedy at a later time or from exercising any other right or remedy available.
- 17. <u>SEVERABILITY:</u> If any provision of the Order or these Terms shall, for any reason, be held invalid, illegal, or unenforceable by a court or tribunal of competent jurisdiction, such provision shall be deemed severable and such invalidity, illegality, or unenforceability shall not affect any other provision of the Order or these Terms which shall be enforced in accordance with the intent of this Agreement.
- 18. <u>COMPLETE AGREEMENT</u>: The Order and these Terms constitute the entire agreement between the parties and supersede and terminate any and all prior agreements and understandings, whether written or oral, between the parties with respect to the subject matter of the Order. Each party agrees that it has not relied on any representation, warranty, or provision not expressly stated herein and that no oral statement has been made to either party in any way tends to waive any of the these terms. The UN Convention on the International Sale of Goods shall not apply.

Library's submission of an Order constitutes Library's express acceptance of these Terms.



09/28/2016 15:37 6235clew

BOARD OF COMMISSIONERS NASSAU COUNTY



P 1 glytdbud

FOR 2016 99

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
001 GENERAL FUND							
01712571 FERNANDINA BEACH BRANCH							
01712571 564000 EQUIPMENT	124,874	43,068	167,942	102,228.37	40,796.69	24,916.94	85.2%
TOTAL FERNANDINA BEACH BRANCH	124,874	43,068	167,942	102,228.37	40,796.69	24,916.94	85.2%
TOTAL GENERAL FUND	124,874	43,068	167,942	102,228.37	40,796.69	24,916.94	85.2%
TOTAL EXPENSES	124,874	43,068	167,942	102,228.37	40,796.69	24,916.94	
GRAND TOTAL	124,874	43,068	167,942	102,228.37	40,796.69	24,916.94	85.2%
	** END OF REP	PORT - Genera	ted by Cath	y Lewis **	(

12,000 for cm2370 Bibliotheca E416/17 Amt

4 Year Comparison 14 /Per 2016/12	Current Year History	Read Very 2015	and the second	
Original Sudget	Fiscal Year 2016 124,674.00	Fiscal Year 2015 .00 கே	Fiscal Year 2014 .00 26	Fiscal iter 2017
			,	
Transfers In	67,1+5.00	215, 117.00		<u>ب</u> هي ۵۵.
Transfers Out	-24,077.00	-37,552.00 🗃	.00 🗃 00.	
Revised Budget	167,942.00	177,565.00	.00	.00
Actual (Hemo)	102,228.37 🛃	52,692.29 🔊	a 😂 🛛	.00 😅
Encuritrances	40,796.69	.00 🚱	.00 🗟	
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Available	24,916.94	124,872.71		
Percent used	85.16	29.67	.00	.00
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Bace Approved 6/13/16 FP 2016-16 Hgenda - Tab A **RESOLUTION 2016**nes 100042

WHEREAS the General Fund has received donations and reimbursement for damaged materials for the Nassau County Library System.

WHEREAS this revenue was not anticipated in the 2015/2016 budget year by the fund.

BE IT THEREFORE resolved by the Board of County Commissioners, Nassau County, Florida in regular session, duly assembled on the _____ day of _____, 2016 the following budget amendment pursuant to Florida Statutes

Chapter 129.06 be adopted:

REVENUE 01711571-352020 01711571-366911 01712571-366911 01715571-366911	Damaged Books/Materials Donations-Library Donations-Library Donations-Library	\$ 10 \$ 160 \$ 67,145 <u>\$ 341</u> \$ 67,656
APPROPRIATION 01711571-566100 01712571-564000 01715571-554005	Books & Materials Equipment Subscriptions-Other	\$ 170 \$ 67,145 <u>\$ 341</u> \$ 67,656
ADOPTED this	13 ⁴ day of Jun, 2016.	

ATTEST:

CHAIR

EX-OFFICIO CLERK

FRIENDS OF THE BRYCEVILLE PUGLIC LIBRARY 7280 MOTES RD BRYCEVILLE, FL 62009	BRANCH		218 63-7991/2831
Pay to the NASSAU CU	WWW BOAC	5-10-16 Daie	8760004741010
THREE HUNDRED	ERTHERNE!	19/100 - Dollars	41.19
For MAGA2INES FOL		e M. Mera	ler
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Friends	Friends of Nassau County Library, Inc. d/b/a Friends of Fernandina Beach Library	VyStar Credit Union Fernandina Beach, Florida 63-7927/2630		1125
Friends Library	PO Box 17155 Fernandina Beach, FL 32035		DATE_	5/5/2016
PAY TO THE ORDER OF	Nassau County BOCC		\$	**67,144.89
Sixty-S	even Thousand One Hundred Forty-Four and 89/100***	****	*********	DOLLARS
	Nassau County BOCC-FINANCIAL FINANCIAL SERVICES DEPT. 7647 VETERANS WAY STE 4000 YULEE,FL 32087	Martis ,	P.C.	mean